

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

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



SOMERS TOWN BOARD REGULAR MEETING THURSDAY, DECEMBER 08, 2016 – 7:00pm

www.somersny.com



I. PLEDGE OF ALLEGIANCE:

II. ROLL CALL:

III. PUBLIC HEARINGS:

1. Public Hearing for Somers Crossing. To extend the Heritage Hills Special District for Water.
2. Public Hearing for Somers Crossing. To extend the Heritage Hills Special District for Sewer.

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, DECEMBER 8, 2016 – 7:00pm**

www.somersny.com



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

VI. **BUSINESS OF THE BOARD:**

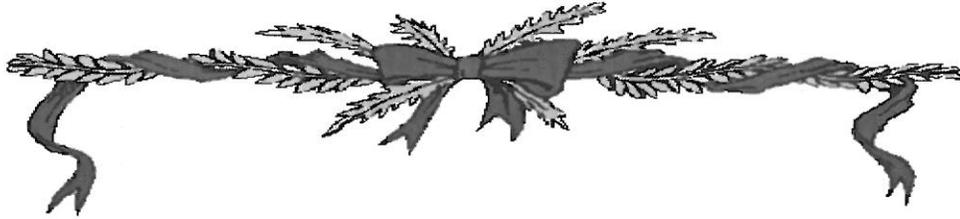
A. **PARKS & RECREATION:**

B. **TOWN BOARD:**

1. Adopt 2017 Budget.
2. Town of Somers Water Quality Improvement Program – Discussion.
3. IMDA with Westchester County, the Town of Somers – Discussion
4. Out of Title pay for Building Inspector for \$5,000. – Discussion
5. Authorize Supervisor to execute Negative Declaration of Conservation Easement for Stuart's.
6. Carbon Monoxide Detection in Commercial Buildings - Discussion.
7. Generator request proposal – Discussion. Authorize Supervisor to award generator bid to Light Electric for the installation of a Propane generator/Option B.
8. Authorize Supervisor to purchase a new 2017 truck or SUV from a County contract for an amount not to exceed \$25,000 for Nutrition.

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, DECEMBER 8, 2016 – 7:00pm**

www.somersny.com



C. FINANCIAL: - No additional business.

D. HIGHWAY: - No additional business.

E. PERSONNEL:-

1. Current Vacancies:

Somers Energy Environment Committee
Affordable Housing Board (3 – unexpired 2 year terms ending 7/11/2017)
Assessment board of Review (1 -5 year tem ending 9/30/2021.)

2. Upcoming Vacancies:

Library Board of Trustees (2 – 5 year terms to 12/31/2021.)
Planning Board (1 - 7 year term ending 12/31/2023.)
Partners in Prevention (3- 3 year terms ending 12/31/2020.)
Zoning Board of Appeals (1 – 5 year term ending 12/31/2021.)

3. Acknowledge the resignation of Arben Rugova, Nutrition, per Barbara Taberer's memo dated November 22, 2016.

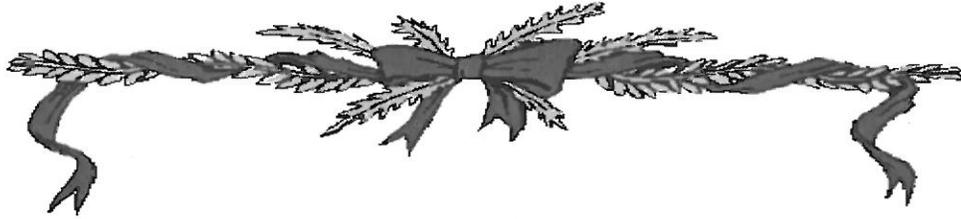
4. Authorize hire of Linda Verderame, Part time Clerk, per Patricia Kalba memo dated December 5, 2016.

F. PLANNING & ENGINEERING:

1. Review & comment - Somers Public Safety Center – Preliminary Subdivision.

G. POLICE: - No additional business.

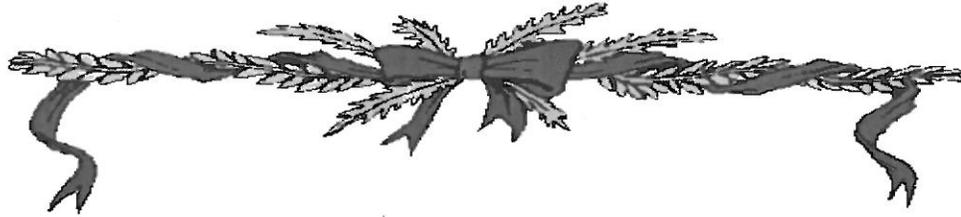
**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, DECEMBER 8, 2016 – 7:00pm**
www.somersny.com



H. CONSENSUS AGENDA:

1. Acknowledge receipt of recertifying the Westchester County Agricultural District.
2. Authorize waiving the 30 day waiting period for an SLA License for Unwined per memo dated December 1, 2016 from Patricia Kalba, Town Clerk.
3. Acknowledge the termination of Geraldine Gilmore as Deputy Town Clerk per memo dated November 10, 2016 from Patricia Kalba, Town Clerk.
4. Acknowledge resignation of Regina Murdock, Intermediate Clerk in Town Clerk's office effective November 14, 2016.
5. Acknowledge hiring of Mr. Frank Rende Road Maintenance at an hourly salary of \$21.7662, effective starting November 14, 2016 memo dated November 10, 2016 from Thomas Chiaverini, Superintendent of Highway.
6. Authorize police officers to donate comp time to a police officer out on medical leave.
8. Authorize Town Attorney to meet with Margaret Nicholson per memo dated November 18, 2016 from the Somers Historical Society.
9. Accept the following bond:
\$599.00 Jonathan Villani, North County Homes. TM 16.05-1-1.
10. Return the following bond:
\$500.00 Fabry Wetland permit TM:47.20-1-12.
11. Authorize the following per memo dated December 1, 2016 from Thomas Chiaverini, Superintendent of Highways:
 - a. Deputy Highway Superintendent, Louis Noto for \$4,000.
 - b. Secretary to the Superintendent to Cathy DiSisto, Secretary for \$1,200.
12. Authorize to purchase a new Fuel Master System per memo dated December 2, 2016 from Thomas E. Chiaverini, Superintendent of Highway.

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, DECEMBER 8, 2016 – 7:00pm**
www.somersny.com



H. CONSENSUS AGENDA: *(continued)*

13. Accept bids for 2017 Highway Materials per memo dated November 16th from Thomas Chiaverini, Superintendent of Highway. and Robert Kehoe, Director of Finance.
14. Adopt Capital Project Budgets following per memo dated December 1st, 2016 from Robert Kehoe, Director of Finance:
 - a. Air-conditioning Replacement – Police station and Town House - \$25,700.
 - b. Equipment Bond Highway and General Funds – \$365,000.
 - c. Paving initially funded by Highway Fund and General Fund to - reimbursed from a bond/BAN - \$1,000,000.
 - d. East of Hudson Watershed Coalition Grant - \$625,000.
15. Authorize approved 2016 Overtime/ Out of title pay per memo dated December 2, 2016 from Robert Kehoe, Director of Finance.
16. Authorize the Transfer of Funds & Budget Modifications per November 23, 2016 memo from Supervisor, Rick Morrissey.
17. Authorize Supervisor to execute RDM Computer Consultants Agreement for 2017.
18. Authorize Supervisor to approve proposal from Pro-Safety Services LLC.
Consultation

**SOMERS TOWN BOARD
REGULAR MEETING
THURSDAY, DECEMBER 8, 2016 – 7:00pm**
www.somersny.com



2016 CALENDAR

- | | | |
|------------------|--------|----------------------------|
| December 8, 2016 | 7:00pm | Town Board Regular Meeting |
|------------------|--------|----------------------------|
1. Public Hearing for Somers Crossing.
To extend the Heritage Hills Special District for Water.
 2. Public Hearing for Somers Crossing.
To extend the Heritage Hills Special District for Sewer.

2017 CALENDAR

- | | | |
|------------------|--------|---|
| January 5, 2017 | 7:00pm | Town Board Organizational Meeting.
Town Board Work Session |
| January 12, 2017 | 7:00pm | Town Board Regular Meeting |
| February 2, 2017 | 7:00pm | Town Board Work Session |
| February 9, 2017 | 7:00pm | Town Board Regular Meeting |

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Agenda C-TB
TC
TA
ARTS
11/10/16

At a meeting of the Town Board of the Town of Somers at the Town Hall, 335 Route 202, Somers, New York in the Town of Somers, Westchester County, New York, on the 10th day of November, 2016, at 7:00 p.m.

P R E S E N T :

Hon. Rick Morrissey
Anthony Ciriaco
William Faulkner
Richard Clinchy
Thomas Garrity

-----X

In the Matter of the Extension of the Heritage Hills Special Water District in the Town of Somers, Westchester County, New York, pursuant to Article 12 of the Town Law.

ORDER CALLING
PUBLIC HEARING

-----X

WHEREAS, a petition, a map, plan and report have been prepared by SOMERS CROSSING, LLC in such manner and in such detail as has heretofore been determined by the Town Board relating to the extension of the Heritage Hills Special Water District, and

WHEREAS, said petition, map and plan have been prepared by an engineer, duly licensed by the State of New York, showing the boundaries of the proposed extension and a general plan of the water system connection, and

WHEREAS, said petition, map, plan and report have been duly filed in the office of the Town Clerk of said Town and are available for public inspection during normal business hours, and

WHEREAS, said map shows the transmission mains and appurtenant facilities to be connected to the existing Water mains, and

Schedule A Description

Underwriter No. Commonwealth
Title Number MM5899W

Policy Number: 8130632-79324390

Revised: 11/30/2009
Page 1

PARCEL 1

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, being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Route 202 (also known as Somers Road) at the intersection formed by the northeasterly corner of Lot "A" as shown on a filed map entitled, "Map showing Kipp-International Business Machines Corporation Lot line Change" filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 22217 on Feb. 13, 1986., and the northwesterly corner of the premises herein described;

RUNNING THENCE from said point of beginning along the southerly side of said Route 202, the following courses and distances:

- (1) North 80 degrees 51 minutes 43 seconds East 28.15 feet;
- (2) North 81 degrees 34 minutes 53 seconds East 223.48 feet;
- (3) North 80 degrees 41 minutes 43 seconds East 69.16 feet;
- (4) North 80 degrees 28 minutes 33 seconds East 134.21 feet to a point being the northwesterly corner of lands formerly of Billingsley, now or formerly of Urstadt Biddle Properties, Inc.;

THENCE turning and running along the westerly and southerly line of said lands of Urstadt Biddle Properties, Inc., the following courses and distances:

- (1) South 14 degrees 44 minutes 57 seconds East 1,000.00 feet;
- (2) South 78 degrees 31 minutes 24 seconds East 99.92 feet to a point being the northwesterly corner of lands formerly of Gerald Dimasi, now or formerly of Pinnacle Retirement Services Corporation;

THENCE along the westerly and southerly line of said lands of Pinnacle Retirement Services Corporation the following courses and distances:

- (1) South 10 degrees 17 minutes 53 seconds West 200.00 feet;
- (2) South 78 degrees 31 minutes 24 seconds East 400.08 feet to a point on the

Schedule A Description - continued

Underwriter No. Commonwealth
Title Number MM5899W

Policy Number: 8130632-79324390

Revised: 11/30/2009

Page 2

generally westerly side of Route 100 (also known as Somerstown Road and Croton Turnpike);

THENCE along said westerly line of Route 100, the following courses and distances:

- (1) South 10 degrees 17 minutes 53 seconds West 96.75 feet;
- (2) South 20 degrees 43 minutes 03 seconds West 30.37 feet;
- (3) South 04 degrees 31 minutes 13 seconds West 72.58 feet;
- (4) South 03 degrees 19 minutes 23 seconds West 12.79 feet;
- (5) South 11 degrees 45 minutes 53 seconds West 269.42 feet;
- (6) South 15 degrees 29 minutes 43 seconds West 41.76 feet;
- (7) South 12 degrees 40 minutes 03 seconds West 78.45 feet to a point being an easterly corner of aforementioned Lot "A";

THENCE running along a generally northerly and easterly line of said Lot "A", the following courses and distances:

- (1) South 82 degrees 25 minutes 52 seconds West 279.48 feet;
- (2) South 81 degrees 31 minutes 13 seconds West 252.25 feet;
- (3) South 82 degrees 12 minutes 33 seconds West 68.27 feet;
- (4) North 13 degrees 27 minutes 27 seconds West 1917.92 feet to the point or place of BEGINNING.

TOGETHER WITH the benefits and subject to the burdens of the easement created in Liber 9386 cp. 62.

PARCEL 2

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, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Somerstown Turnpike (also known as Croton Turnpike, N.Y.S. Route 100 and S.H. 775) distant 670 feet southerly along the same from the southeasterly corner of land now or formerly of St. Luke's Episcopal Church Somers and 802.12 feet northerly along the same from the easterly corner of a Lot "A" on a filed map entitled "Map Showing Kipp-International Business Machines Corporation Lot Line Change", which map was filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 22217 on Feb. 13, 1986, said point also being the southeasterly corner of lands now or formerly of Urstadt Biddle Properties, Inc., and the northeasterly corner of the premises herein described;

RUNNING THENCE along Somerstown Turnpike, South 10 degrees 17 minutes 53 seconds West 200 feet to a point being the easterly corner of lands now or formerly of Pinnacle Retirement Service Corporation;

THENCE North 78 degrees 31 minutes 24 seconds West 400.08 feet;

THENCE North 10 degrees 17 minutes 53 seconds East 200 feet to a point on the southerly line of aforementioned lands now or formerly of Urstadt Biddle Properties, Inc.;

THENCE along the southerly line of lands of Urstadt Biddle Properties, Inc. South 78 degrees 31 minutes 24 seconds East 400.08 feet to the point or place of **BEGINNING**.

Said premises being known as Somers Road, Somers, New York.

The policy to be issued under this report will insure title to such buildings and improvements erected on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part of, in and to land lying in the street in front of and adjoining said premises.

SCHEDULE A

LC
11/16/16
12/16/16

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



At a meeting of the Town Board of the Town of Somers at Town Hall located at 335 Route 202, Somers, Westchester County, New York on the 8th day of December, 2016, at 7:00 P.M.

RESOLUTION TO EXTEND THE HERITAGE HILLS SPECIAL WATER DISTRICT

WHEREAS, a Petition, Map, Plan and Report have been prepared by SOMERS CROSSING, LLC dated November 9, 2016, for the extension of The Heritage Hills Special Water District of the Town of Somers, New York, and duly presented to this Town Board; and

WHEREAS, an Order was duly adopted by the Town Board on November 10, 2016, reciting the filing of said petition, the improvements proposed, the boundaries of the proposed extension, and the estimated expenses thereof and specifying December 8, 2016, at 7:00 p.m. as the time and the Town Hall in said Town as the place where the said Board would meet to consider the petition and to hear all persons interested in the subject thereof, concerning the same; and

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

WHEREAS, a hearing in the matter was duly held by the Board on the 8th day of December, 2016, commencing at 7:00 p.m. o'clock at the Town Hall in said Town and considerable discussion upon the matter having been had, and all persons desiring to be heard having been duly heard and thereupon the hearing being duly closed; and

WHEREAS, the Planning Board as Lead Agency under SEQRA adopted a Statement of Findings on June 9, 2016, having conducted a complete environmental review under SEQRA; and

WHEREAS, the Town Board has reviewed the submissions for the Proposed Action and, in particular, the subsections pertaining to the proposed expansion of The Heritage Hills Special Water District; and

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

1. As discussed in the Water Engineering Report, there is adequate capacity in the existing system to service the project.
2. The Town Board has given due consideration to the environmental proceedings conducted by the Planning Board.
3. The Town Board has weighed and balanced relevant environmental impacts with social, economic and other considerations.
4. These SEQRA Findings provide a rationale for the Board's decision(s).
5. The Town Board hereby certifies that the requirements of Part 617 of Title 6 NYCRR have been met.
6. The Town Board hereby certifies that consistent with the social, economic and other essential considerations, from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified as practicable.

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

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

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

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

Roll Call:	Vote:
Hon. Rick Morrissey	Aye
Councilman Anthony Cirieco	Aye
Councilman William Faulkner	Aye
Councilman Richard G. Clinchy	Aye
Councilman Thomas A. Garrity	Aye

STATE OF NEW YORK
COUNTY OF WESTCHESTER
TOWN OF SOMERS

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 8th day of December, 2016.

PATRICIA KALBA
Town Clerk

STATE OF NEW YORK: COUNTY OF WESTCHESTER: SS:

On the 8th day of December in the year 2016 before me, the undersigned personally appeared PATRICIA KALBA, Town Clerk of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Agenda

C-TB
TC
TA 11/10/16

At a meeting of the Town Board of the Town of Somers at the Town Hall, 335 Route 202, Somers, New York in the Town of Somers, Westchester County, New York, on the 10th day of November, 2016, at 7:00 p.m.

P R E S E N T :

Hon. Rick Morrissey
Anthony Cirieco
William Faulkner
Richard Clinchy
Thomas Garrity



-----X

In the Matter of the Extension of the Heritage Hills Special Sewer District in the Town of Somers, Westchester County, New York, pursuant to Article 12 of the Town Law.

ORDER CALLING PUBLIC HEARING

-----X

WHEREAS, a petition, a map, plan and report have been prepared by SOMERS CROSSING, LLC in such manner and in such detail as has heretofore been determined by the Town Board relating to the extension of the Heritage Hills Special Sewer District, and

WHEREAS, said petition, map and plan have been prepared by an engineer, duly licensed by the State of New York, showing the boundaries of the proposed extension and a general plan of the water system connection, and

WHEREAS, said petition, map, plan and report have been duly filed in the office of the Town Clerk of said Town and are available for public inspection during normal business hours, and

WHEREAS, said map shows the transmission mains and appurtenant facilities to be connected to the existing sewer mains, and

WHEREAS, the boundaries of the proposed extension to said district to be known as “HH Somers Crossing LLC Sewer Extension” are as follows:

SEE SCHEDULE A

WHEREAS, the improvements proposed are as set forth in the petition, and

WHEREAS, the cost of the improvements, including professional fees, will be paid for by the applicant, and

WHEREAS, the maximum amount proposed to be expended for said improvements is \$ _____ Dollars, and

NOW, on motion of Councilman _____, seconded by Councilman _____, it is hereby

ORDERED, that the Town Board of the Town of Somers shall meet and hold a public hearing at the Somers Town Hall, 335 Route 202 in said Town on the 8th day of December, 2016, at 7:00 p.m. in that day to consider said petition, map and report and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

The adoption of the foregoing order was duly put to vote, and on a roll call the vote was as follows:

Hon. Rick Morrissey	voting Aye
Anthony Ciriaco	voting Aye
William Faulkner	voting Aye
Richard Clinchy	voting Aye
Thomas Garrity	voting Aye

and the order was thereupon declared duly adopted.

Dated: Somers, NY
November 10, 2016

BY ORDER OF THE TOWN BOARD
TOWN OF SOMERS
Patricia Kalba, *Town Clerk*

Schedule A Description

Underwriter No. Commonwealth
Title Number MM5899W

Policy Number: 8130632-79324390

Revised: 11/30/2009
Page 1

PARCEL 1

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BEGINNING at a point on the southerly side of Route 202 (also known as Somers Road) at the intersection formed by the northeasterly corner of Lot "A" as shown on a filed map entitled, "Map showing Kipp-International Business Machines Corporation Lot line Change" filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 22217 on Feb. 13, 1986,, and the northwesterly corner of the premises herein described;

RUNNING THENCE from said point of beginning along the southerly side of said Route 202, the following courses and distances:

- (1) North 80 degrees 51 minutes 43 seconds East 28.15 feet;
- (2) North 81 degrees 34 minutes 53 seconds East 223.48 feet;
- (3) North 80 degrees 41 minutes 43 seconds East 69.16 feet;
- (4) North 80 degrees 28 minutes 33 seconds East 134.21 feet to a point being the northwesterly corner of lands formerly of Billingsley, now or formerly of Urstadt Biddle Properties, Inc.;

THENCE turning and running along the westerly and southerly line of said lands of Urstadt Biddle Properties, Inc., the following courses and distances:

- (1) South 14 degrees 44 minutes 57 seconds East 1,000.00 feet;
- (2) South 78 degrees 31 minutes 24 seconds East 99.92 feet to a point being the northwesterly corner of lands formerly of Gerald Dimasi, now or formerly of Pinnacle Retirement Services Corporation;

THENCE along the westerly and southerly line of said lands of Pinnacle Retirement Services Corporation the following courses and distances:

- (1) South 10 degrees 17 minutes 53 seconds West 200.00 feet;
- (2) South 78 degrees 31 minutes 24 seconds East 400.08 feet to a point on the

Schedule A Description - continued

Underwriter No. Commonwealth
Title Number MM5899W

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Revised: 11/30/2009
Page 2

generally westerly side of Route 100 (also known as Somerstown Road and Croton Turnpike);

THENCE along said westerly line of Route 100, the following courses and distances:

- (1) South 10 degrees 17 minutes 53 seconds West 96.75 feet;
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- (5) South 11 degrees 45 minutes 53 seconds West 269.42 feet;
- (6) South 15 degrees 29 minutes 43 seconds West 41.76 feet;
- (7) South 12 degrees 40 minutes 03 seconds West 78.45 feet to a point being an easterly corner of aforementioned Lot "A";

THENCE running along a generally northerly and easterly line of said Lot "A", the following courses and distances:

- (1) South 82 degrees 25 minutes 52 seconds West 279.48 feet;
- (2) South 81 degrees 31 minutes 13 seconds West 252.25 feet;
- (3) South 82 degrees 12 minutes 33 seconds West 68.27 feet;
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TOGETHER WITH the benefits and subject to the burdens of the easement created in Liber 9386 cp. 62.

PARCEL 2

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, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Somerstown Turnpike (also known as Croton Turnpike, N.Y.S. Route 100 and S.H. 775) distant 670 feet southerly along the same from the southeasterly corner of land now or formerly of St. Luke's Episcopal Church Somers and 802.12 feet northerly along the same from the easterly corner of a Lot "A" on a filed map entitled "Map Showing Kipp-International Business Machines Corporation Lot Line Change", which map was filed in the Westchester County Clerk's Office, Division of Land Records as Map No. 22217 on Feb. 13, 1986, said point also being the southeasterly corner of lands now or formerly of Urstadt Biddle Properties, Inc., and the northeasterly corner of the premises herein described;

RUNNING THENCE along Somerstown Turnpike, South 10 degrees 17 minutes 53 seconds West 200 feet to a point being the easterly corner of lands now or formerly of Pinnacle Retirement Service Corporation;

THENCE North 78 degrees 31 minutes 24 seconds West 400.08 feet;

THENCE North 10 degrees 17 minutes 53 seconds East 200 feet to a point on the southerly line of aforementioned lands now or formerly of Urstadt Biddle Properties, Inc.;

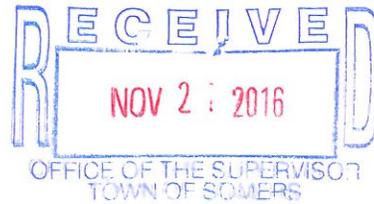
THENCE along the southerly line of lands of Urstadt Biddle Properties, Inc. South 78 degrees 31 minutes 24 seconds East 400.08 feet to the point or place of **BEGINNING**.

Said premises being known as Somers Road, Somers, New York.

The policy to be issued under this report will insure title to such buildings and improvements erected on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part of, in and to land lying in the street in front of and adjoining said premises.

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



At a meeting of the Town Board of the Town of Somers at Town Hall located at 335 Route 202, Somers, Westchester County, New York on the 8th day of December, 2016, at 7:00 P.M.

RESOLUTION TO EXTEND THE HERITAGE HILLS SPECIAL SEWER DISTRICT

WHEREAS, a Petition, Map, Plan and Report have been prepared by SOMERS CROSSING, LLC dated November 9, 2016, for the extension of Heritage Hills Special Sewer District of the Town of Somers, New York, and duly presented to this Town Board; and

WHEREAS, an Order was duly adopted by the Town Board on November 10, 2016, reciting the filing of said petition, the improvements proposed, the boundaries of the proposed extension, and the estimated expenses thereof and specifying December 8, 2016, at 7:00 p.m. as the time and the Town Hall in said Town as the place where the said Board would meet to consider the petition and to hear all persons interested in the subject thereof, concerning the same; and

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

WHEREAS, a hearing in the matter was duly held by the Board on the 8th day of December, 2016, commencing at 7:00 p.m. o'clock at the Town Hall in said Town and considerable discussion upon the matter having been had, and all persons desiring to be heard having been duly heard and thereupon the hearing being duly closed; and

WHEREAS, the Planning Board as Lead Agency under SEQRA adopted a Statement of Findings on June 9, 2016, having conducted a complete environmental review under SEQRA; and

WHEREAS, the Town Board has reviewed the submissions for the Proposed Action and, in particular, the subsections pertaining to the proposed expansion of the Heritage Hills Special Sewer District; and

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

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

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

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

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

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

Roll Call:	Vote:
Hon. Rick Morrissey	AYE
Councilman Anthony Cirieco	AYE
Councilman William Faulkner	AYE
Councilman Richard G. Clinchy	AYE
Councilman Thomas A. Garrity	AYE

STATE OF NEW YORK
COUNTY OF WESTCHESTER
TOWN OF SOMERS

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 8th day of December, 2016.

PATRICIA KALBA
Town Clerk

STATE OF NEW YORK: COUNTY OF WESTCHESTER: SS:

On the 8th day of December in the year 2016 before me, the undersigned personally appeared PATRICIA KALBA, Town Clerk of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

11/16/2016

TOWN OF SOMERS Water Quality Improvement Program (SWQIP)

The Town has begun the development of a Town wide plan to revitalize the many lakes within our Town that have been negatively affected by the effects of regional growth within these former lake communities. Through this effort, the Town will restore both the water quality and recreational value of our lakes that were once the centerpiece of our community. Community outreach has begun, and our community teams are forming in support of this effort. There are a number of elements that will be part of the Town Wide Lake Revitalization Program including:

- Leveraging the Inland Waterway designation of some of our Lakes recently announced by Terrance Murphy earlier this year that will allow the Town to access Waterfront Revitalization Funds. These funds will be used to improve the recreational quality.
- Developing projects to improve storm water quality within the watershed that rely on techniques that are beyond the funding levels established by the EOH, but provide great water quality benefits to lakes through the removal of Total Phosphorous. In 2016, the Town has submitted through the Consolidated Funding Application for projects for Lake Shenorock.
- Protecting Lakes from impacts from septic systems through the combination of a Somers Water Quality Improvement Program (SWQIP) and the installation of Sewers in portions of the Lincolndale and Shenorock communities. The \$10M in EOH WQIP funding is intended to fund this effort as part of the broader Town program. These funds had initially been set aside for the exact purpose of improving water quality in the Lake Lincolndale and Lake Shenorock communities. Figures 1 and 2 provide aerial images of these two lakes. The proposal for the use of the EOH WQIP funds is outlined below.

Proposal – The EOH WQIP Funds will be used to improve Water Quality

The proposal for the use of the EOH WQIP funds is a combination of sewerage portions of the Shenorock and Lincolndale communities and implementing the SWQIP in the areas that are not sewerage in these and other Lake Communities across the Town.

Sewers around Lake Shenorock and Lake Lincolndale

Originally, the Town of Somers was allocated \$10M to improve the water quality of the priority area of Lake Shenorock and Lake Lincolndale. The Town completed a study of the Shenorock Area and considered 4 options, three of which were associated with installing sewers in all or portions of the community with the fourth option being a septic maintenance and repair program. The complete analysis was summarized in the Report entitled Wastewater Study

Report, dated May 2015. The Executive Summary, Recommendations and Figures from this report are attached for reference.

Although the report recommended Option 4, the Town is considering pursuing a modified Option 3 that is focused on installing the community sewer infrastructure including collection mains, pumping station, and conveyance line to the pumping station at The Preserves (part of the Peekskill Hollow Sewer District) and connecting the homes in the most impactful area in the immediate vicinity of the Lake as part of the broader Townwide initiative described above. We estimate that this effort will include the connection of 100 to 150 homes in the immediate vicinity of Lake Shenorock, and the collection mains and pump station will be designed to accommodate the flows from the entire community as those future phases get funded and come online.

In addition, the Town will implement a similar approach of installing collection infrastructure, pumping station, and connecting the most impactful 100 to 150 homes around Lake Lincolndale at similar costs. The Lincolndale Pumping Station will discharge to either the Heritage Hills Wastewater treatment plant or the Peekskill Hollow Sewer district via the pump station at The Preserves (the same pump station that Shenorock will connect to.) Both of these plants have capacity to accept the amount of waste that will be generated from the Lake Lincolndale community.

The final design and the number of homes in each community that are connected to the sewers will be finalized as part of the overall program development.

Somers Water Quality Improvement Program

The SWQIP being proposed is a program focused on improving water quality in our Lake communities and throughout the Town. The proposal is to utilize the WQIP funds for the capital portion of septic system repairs and other water quality improvement projects, with interest earned on the base funding plus any additional funding secured through a potential local law for maintenance portion.

Although the program will be Townwide, the Town has conceptualized that there will be a sliding scale associated with the use of capital. One aspect of the sliding scale will be a function of the proximity to waterways or bodies, with the highest level of funding associated with those properties within the Septic Influence Area of the Shenorock watershed that is outside of the sewered area (Refer to the attached Figure from the Shenorock Wastewater Study Report) and the least amount of funding for remote properties that are not within proximity to a waterway or body. The second aspect of the sliding scale would be associated with an income test similar to the County's Community Development Block Grant Program.

The Town is also considering completing projects as part of this program that are specifically focused on the improvement of the water quality in Lake Shenorock and the other Lakes within the Town. These may include installation of Enhanced Treatment Units (ETUs) for critical

The Following documents are able in the Office of the Town Supervisor

Site Location Maps

Woodard &Curran Wastewater Study Report

Available in the Supervisor's Office.

Figure 1-1: Locus Map

Figure 1-2: Study area Map

Figure 4-1: Septic Influence Map

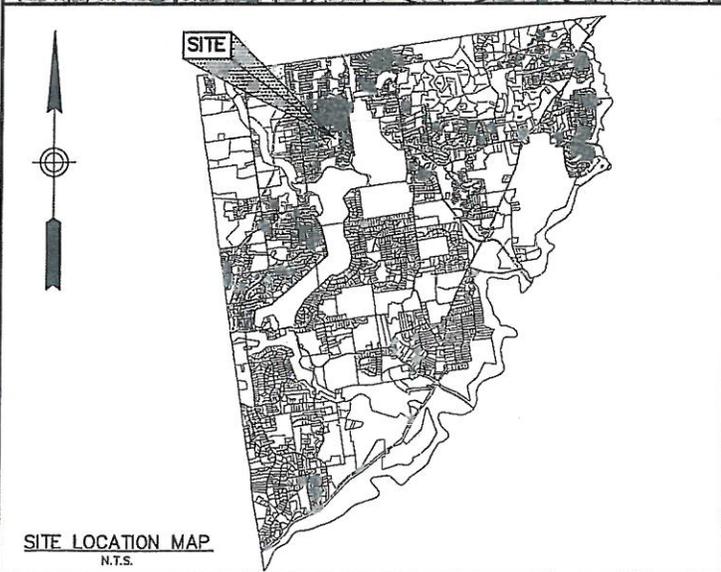
Figure 4-2: Parcels in Septic Influence Area

Figure 4-2A Parcels in Reduced Septic Influence Area

Figure 4-3 Gravity Sewer System Conceptual Layout

Figure 4-4 Low Pressure Sewer System Conceptual Layout

Figure 4-5 Existing WWTP Map




Woodard & Curran Engineering PA PC
 709 Westchester Avenue, Suite L2
 White Plains, New York 10604
 800.807.4980 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

AERIAL PHOTO MAP

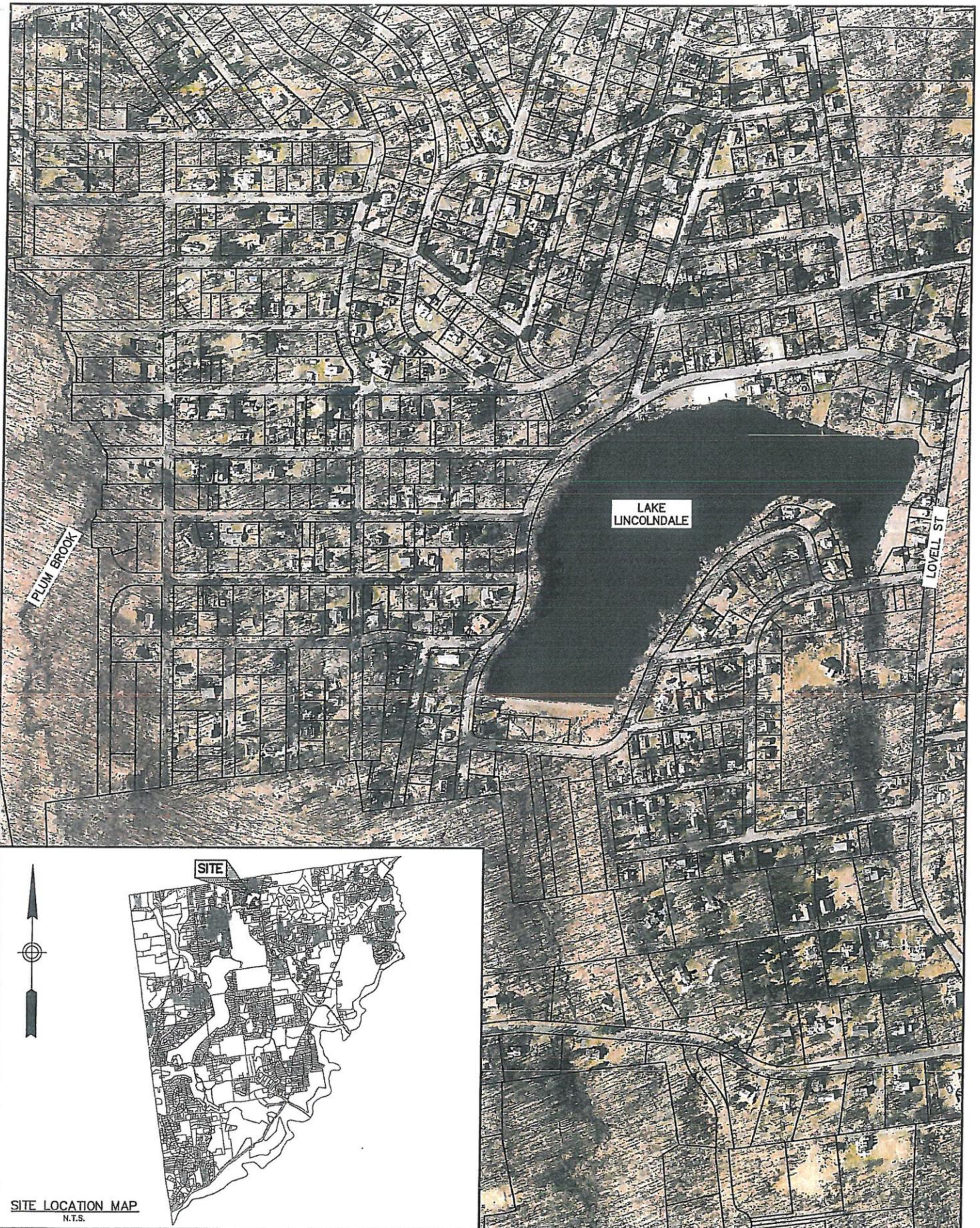
DESIGNED BY: MB	CHECKED BY: SR
DRAWN BY: MB	SOMERS FIGS.dwg

LAKE SHENOROCK

SOMERS, NEW YORK

JOB NO: 213847
DATE: 11/15/2016
SCALE: AS SHOWN

FIGURE 1



SITE LOCATION MAP
N.T.S.



Woodard & Curran Engineering PA PC
709 Westchester Avenue, Suite L2
White Plains, New York 10604
800.807.4080 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

AERIAL PHOTO MAP

DESIGNED BY: MB
DRAWN BY: MB

CHECKED BY: SR
SOMERS FIGS.dwg

LAKE LINCOLNDALE

SOMERS, NEW YORK

JOB NO: 213847
DATE: 11/15/2016
SCALE: 1"=500'

FIGURE 2

WHEREAS, the County desires to enter into agreements with municipalities and developers pursuant to which the municipalities will construct public improvements in support of the development of affordable housing; and

WHEREAS, in furtherance of the foregoing, the County desires to enter into Intermunicipal and Intermunicipal-Developer Agreements with municipalities and developers in the County in support of affordable AFFH developments; and

WHEREAS, the Developer has agreed to construct certain affordable AFFH housing on the property more particularly described on Schedule "A," attached hereto and made a part hereof (the "Affordable Housing Property"); and

WHEREAS, the Developer is the owner of the Affordable Housing Property and has agreed to construct eight (8) affordable AFFH ownership units and eight (8) affordable AFFH rental units (the "Development") on the Affordable Housing Property; and

WHEREAS, WHEREAS, the Municipality and the Developer desire that the County shall fund the Infrastructure Improvements (defined below) which support the Development and, in consideration thereof, acknowledge that the Affordable Housing Property shall be subject to that certain declaration of restrictive covenants (the "Declaration of Restrictive Covenants") dated _____, which has been recorded by the Developer against the Affordable Housing Property in the Office of the Westchester County Clerk under control No. _____ and the Affordability Restrictions as defined in Schedule "B" thereto ("Schedule B") all of which is incorporated herein by reference; and

WHEREAS, following construction of the Affordable Units (as defined in Schedule "B"), the sale and re-sale and rental and re-rental of the Units will adhere to the provisions set forth in Schedule "B," including but not limited to the Affordability Requirements for the Period of Affordability set forth therein; and

The Municipality shall implement the construction of the Infrastructure Improvements on the Infrastructure Improvements Property in accordance with the provisions as set forth in this Agreement, including but not limited to, Schedule "D," attached hereto and made a part hereof. The Infrastructure Improvements shall be constructed in accordance with the Plans (as defined in Schedule "D"). Modification of the Plans or change orders, if any, shall require the prior written approval of the Commissioner of the County Department of Planning or his duly authorized designee (the "Commissioner").

The Developer shall adhere to all provisions set forth in Schedule "B", including but not limited to meeting the Affordability Requirements for the Affordable AFFH Units in the Development until the expiration of the Period of Affordability. The Municipality and the Developer shall comply with Chapter 298 of the Westchester County Administrative Code as applicable to the Affordable AFFH Units ("Chapter 298").

It is understood and agreed that the Municipality represents that the construction of the Infrastructure Improvements to be performed hereunder have been or will be (within one hundred twenty (120) days of the date hereof) awarded by means of public competitive bidding pursuant to section 103 of the General Municipal Law. In no event shall the retention of a contractor to perform work on the Infrastructure Improvements relieve or otherwise discharge the Municipality or Developer, from their respective obligations hereunder or create a third party beneficiary relationship between the County and any such contractors and the parties hereto expressly disclaim any intention to create such a relationship.

The County shall not advance any HIF Funds (as defined in Section "4" hereof) to the Municipality and work will not be required to commence on the Infrastructure Improvements until:

(i) evidence has been provided to the County that the Developer owns the Affordable Housing Property (shown on Schedule "A") free of liens, encumbrances, easements and agreements unless such liens, encumbrances, easements and agreements, if any, shall be subordinate to the Declaration of Restrictive Covenants in a manner acceptable to the County and;

2. The Town Engineer shall be informed (914-277-5366) at least 48 hours prior to the commencement of the work.
3. Work shall be undertaken consistent with Town of Somers regulations to the satisfaction of the Town Engineer.
4. Amawalk Point Road must be completed prior to the issuance of a building permit for the work on lot #3.

BE IT FURTHER RESOLVED, that the Steep Slope and Tree Preservation Permits shall be valid for a period of one year from the date of issuance of the permits.

This resolution shall have an effective date of September 21, 2005.

**BY ORDER OF THE PLANNING BOARD
TOWN OF SOMERS**

Fedora C. DeLucia
Fedora C. DeLucia, Chairman

Dated: *October 20, 2005*

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WHEREAS, the Infrastructure Improvements shall be constructed on the Town's right of way and on the Affordable Housing Property (the Infrastructure Improvements Property"); and

WHEREAS, it is anticipated that the State of New York Department of Transportation shall grant the parties a work permit to construct certain of the Infrastructure Improvements on Route 6; and

WHEREAS, the Infrastructure Improvements include but are not limited to, paving, installation of stormwater basins, a portion of the expansion of the public water and sewer connections, onsite stormwater management and other related work, all as more fully set forth in Schedule "D" annexed hereto and forming a part hereof; and

WHEREAS, the County proposes to fund the cost of the construction of the Infrastructure Improvements and will use the proceeds of tax exempt general obligation bonds issued by the County for such funding (as defined in Section 5 below); and

WHEREAS, the Municipality desires to implement the construction of the Infrastructure Improvements; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS:**

The above recitals are hereby incorporated by reference into the body of this Inter-Municipal Developer Agreement (the "Agreement" and or "IMDA").

2. **PERFORMANCE OF WORK:**

All of the provisions of this Section "2" will survive the expiration or other termination of this Agreement until the expiration of the Period of Affordability as defined in Schedule "B".

3. LIENS:

Except as provided in the title policy, the Municipality and the Developer will not enter into any mortgage or other financing documents that place a lien on the Infrastructure Improvements, which will be owned by the County, or the Infrastructure Improvements Property, which conflict with or diminish the terms of the Restrictive Covenants recorded against the Affordable Housing Property. In the event any lien is placed on the Infrastructure Improvements or the Infrastructure Improvements Property by a contractor or subcontractor, the Municipality or the Developer that engaged such contractor or subcontractor shall take immediate action to discharge such liens.

(ii) the Municipality has awarded the bids and contracted for construction of the Infrastructure Improvements, provided, however, that in the event the lowest acceptable bid exceeds the amount of the County HIF Funds or the actual cost of completion of the Infrastructure Improvements, the Developer shall contribute said excess;

(iii) the Municipality has received either a; (a.) performance and payment bond, including without limitation materials and labor, covering one hundred percent (100%) of the work to be performed in connection with the Infrastructure Improvements, in form and content and issued by a surety reasonably satisfactory to the Municipality; or (b.); an instrument of credit or guarantee which is acceptable to the City and the County;

(iv) the Declaration of Restrictive Covenants placed on the Affordable Housing Property has been executed and has been submitted for recording, as more fully set forth below;

(v) the Developer has obtained a firm, unconditional commitment for construction financing for the Development;

(vi) indenture from the Developer to the Municipality and to the County granting an easement in the Affordable Housing Property for the construction of any infrastructure improvements to, constructed thereon has been executed in substantially the form attached hereto and forming a part hereof as more particularly described in Schedule "G" (the "Required Easement") and such Required Easement will be submitted for recording, as more fully set forth below;

(vii) the Municipality has verified that the Infrastructure Improvements not constructed on the Affordable Housing Property will be constructed in the public right-of-way or pursuant to a work permit to be issued the State of New York Department of Transportation to construct certain of the Infrastructure Improvements on Route 6;

(viii) the Developer has obtained any approvals necessary in connection herewith, including but not limited to receipt of the site plan and State Environmental Quality Review Act ("SEQRA") approvals by the Municipality's governing body; and

(ix) the Developer has obtained any and all approvals necessary in connection herewith, including without limitation, from its members.

The requirements contained in clauses (i), (iv), (v), (vi), (vii), (viii) and (ix) above must be satisfied prior to or concurrent with execution of this Agreement. The requirements contained in clauses (ii) and (iii) above must be satisfied within 120 days following execution of this Agreement.

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County for audit and inspection. The County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality or the Developer to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment during the period that such books and records are required to be maintained under any applicable law.

The Municipality will furnish the County, whenever requested to do so, satisfactory evidence showing that all monies already paid hereunder have been applied by the Municipality toward the costs of the Infrastructure Improvements. Until such evidence, which shall consist of an affidavit certified by the respective contractor(s) acknowledging receipt of payment from the Municipality, is produced, at the option of the County, no further payments need be made by the County hereunder.

Payments hereunder to the Municipality by the County will operate to release the County from any and all obligations or liabilities to the Municipality, the Developer, and their respective agent(s), contractor(s) or sub-contractor(s) in connection herewith. Notwithstanding the foregoing, the County expressly disclaims the existence of any third party beneficiary relationship between the County and any such parties.

Whenever requested to do so, the Municipality shall furnish the County satisfactory evidence showing that all monies theretofore advanced here have been paid for and applied toward the Infrastructure Improvements by the Municipality, the Developer and/or its contractors or third parties. Until such evidence, which shall consist of an affidavit certified by the respective contractor(s) acknowledging receipt of payment from the Municipality is produced, at the option of the County, no additional or further advances need be made by the County hereunder.

Notwithstanding anything herein contained to the contrary, should the Infrastructure Improvements and the Affordable AFFH Units in the Development fail to be fully constructed within three (3) years from execution of this Agreement then the County shall have the right, at its option, to require repayment from: (1) the Municipality of all County FAH Funds paid to the

*How do we
recover this?*

*Indemnify
from
Developer?*

4. PAYMENT:

The County's sole obligation under this IMDA is to pay the Municipality an amount not to exceed ONE MILLION SIX HUNDRED THOUSAND (\$1,600,000) DOLLARS (the "County HIF Funds") to the Municipality to fund the construction of the Infrastructure Improvements necessary for the Development, pursuant to the terms hereof. The Developer expressly acknowledges and agrees that its only recourse will be against the Municipality. The County HIF Funds will be paid with the proceeds of the Bonds in accordance with the payment provisions of Schedule "D". The County will make such payment to the Municipality only after submission by the Municipality of all requested documentation concerning construction of the Infrastructure Improvements and after audit and approval by the County for expenses properly incurred in the performance of this Agreement. The County will not be liable for any costs or expenses in excess of the HIF Funds incurred in connection herewith. The Municipality will promptly pay for work performed. In the event the cost of constructing the Infrastructure Improvements exceeds the amount of the HIF Funds, the Developer will pay said excess.

Notwithstanding the foregoing it is acknowledged and agreed that the County-provided project management services as specified in Schedule "D" (the "Project Manager") will be paid from the HIF Funds. The Project Manager shall report directly to the Municipality's engineer and County staff on all services performed relating to the construction of the Infrastructure Improvements. Any costs incurred by the County in connection with such Project Manager shall be deducted from the County HIF Funds otherwise payable to the Municipality.

County HIF Funds shall be expended solely and exclusively for the purchase of materials and performance of labor used in the construction of the Infrastructure Improvements, including the retention of a Project Manager, in accordance with this Agreement.

Prior to the making of any payments hereunder, the County, may, at its option, audit such books and records of the Municipality and Developer as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Municipality and Developer will, and will require any contractor(s) or sub-contractor(s) to make their books and records available to the

Municipality under this Agreement; and/or (2) the Developer of all County FAH Funds, if any, received in accordance herewith. The County's right of repayment from the Municipality and/or Developer of County HIF Funds paid hereunder shall terminate upon the completion of the construction of the Infrastructure Improvements and the issuance of a temporary certificate of occupancy for the Development (as more fully described in Schedule "D").

All of the terms of the Section "4" shall survive the expiration or other termination of this Agreement.

5. TAX RESTRICTIONS:

A. The Bonds. The Municipality and the Developer acknowledge and understand that the funds available for the Infrastructure Improvements hereunder are expected to be made available from tax exempt general obligation bonds issued by the County (the "Bonds"), which have been, or shall be, issued to fund construction of the Infrastructure Improvements in accordance with the provisions of this Agreement. The Municipality and Developer further acknowledge and understand that in connection with the issuance of the Bonds, the Commissioner of Finance of the County of Westchester has or will execute an "Arbitrage and Use of Proceeds Certificate," in compliance with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"). The Municipality and the Developer agree that each will do all acts and things, or refrain from taking action, as necessary in order to assure that interest paid on the Bonds shall not be included in gross income of the owners of the Bonds for the purpose of Federal income taxation.

B. Commencement of Construction. The Municipality and Developer expect that the construction of the Infrastructure Improvements will commence as set forth in Schedule "D" and that the County HIF Funds made available hereunder will be expended for costs of the Infrastructure Improvements in accordance with the budget contained in Schedule "D" and the construction of the Infrastructure Improvements will proceed in accordance with said Schedule.

The Municipality and Developer agree to notify the County in the event of changes in the expected schedule for completion of the Infrastructure Improvements.

C. Failure to Complete. The Municipality and Developer agree that should the Infrastructure Improvements fail to be completed in accordance with Schedule "D," which completion date shall be extended for unavoidable delays, *force majeure* and other causes beyond the control of the Municipality or the Developer, the County, without limiting any other right or remedy to which it may be entitled, shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Municipality and Developer and/or to deduct from any remaining payments due hereunder an amount equal to the penalties required by the Code for failure to expend the bond proceeds allocable to the Infrastructure Improvements in a timely manner.

D. Termination. Should the County terminate this Agreement pursuant to the terms hereof or should the remaining payments due the Municipality be insufficient to cover the amount of the aforementioned penalty, the Municipality and the Developer, to the extent any funds have been disbursed to Developer, shall be obligated to immediately pay the County the full amount of any such penalty though the Developer agrees to indemnify the Municipality for any such penalties that are not due to the fault of the Municipality.

E. Extensions. Notwithstanding anything to the contrary contained in this Agreement, the Municipality and Developer shall use best efforts and good faith to meet any and all time periods provided for in this Agreement and in any schedule annexed hereto in connection with any obligation hereunder. If, despite the use of best efforts and good faith, the Municipality and the Developer are unable to meet any stated time period, then the Municipality or Developer can request an extension of such time period and all subsequent time periods affected thereby, subject to the consent of the County which consent shall not be unreasonably withheld. Any such extension, if granted, shall not constitute waiver by the County of any terms or requirements herein.

F. No Loan. The parties hereto acknowledge and agree that the HIF Funds do not constitute a loan. The HIF Funds are to be paid to the Municipality in consideration for causing construction of the Infrastructure Improvements in support of the fair and affordable Development.

All of the provisions of this Section "5" shall survive the expiration or other termination of this Agreement.

6. OWNERSHIP OF INFRASTRUCTURE IMPROVEMENTS:

The Municipality and the Developer acknowledge and agree that the Infrastructure Improvements shall be owned by the County for so long as the Bonds are outstanding. The Municipality and the Developer agree to execute or cause to be executed any and all such documents as are necessary and appropriate to effectuate County ownership. Upon maturity or redemption of the Bonds, the County's ownership interest in the Infrastructure Improvements will automatically terminate. Upon request the County will provide notification of such maturity or redemption in recordable form.

Notwithstanding the foregoing the Municipality and the Developer have the right to utilize the Infrastructure Improvements in such manner as they may deem necessary or desirable in support of the Development, subject to the Declaration of Restrictive Covenants.

All of the provisions of this Section "5" shall survive the expiration or other termination of this Agreement until and for so long as the Bonds are outstanding provided that the County has paid the HIF Funds to the Municipality.

7. MAINTENANCE AND REPAIRS:

The Infrastructure Improvements located in the Town's right of way or constructed pursuant to a State of New York work permit shall be kept in good order and repair by the Municipality at the Municipality's sole cost and expense, and the Municipality shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, which may be necessary or required so that at all times the Infrastructure Improvements shall be in thorough good order, condition and repair.

The Infrastructure Improvements located in the Affordable Housing Property shall be kept in good order and repair by the Developer at the Developer's sole cost and expense, and the Developer shall make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required so that at all times the Infrastructure Improvements shall be in thorough good order, condition and repair.

All of the provisions of this Section "7" will survive the expiration or other termination of this Agreement for so long as the Bonds are outstanding provided that the County has paid the HIF Funds to the Municipality.

8. REPORTS:

To the extent that the parties have performed work hereunder, the Municipality and/or Developer shall furnish the County with progress reports as may be requested detailing the progress of the construction of the Infrastructure Improvements. The Municipality and/or Developer shall prepare a final report describing the work performed by the Municipality and Developer in implementing the construction of the Infrastructure Improvements together with such supporting information and documentation in such form and at such times as the County may reasonably require.

9. MAINTENANCE OF RECORDS:

The parties will, each at their sole cost and expense, keep, maintain, and preserve at their respective principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection herewith. The County will have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved.

All of the provisions of this Section "9" will survive the expiration or other termination of this Agreement until the expiration of the Period of Affordability provided that the County has paid the HIF Funds to the Municipality.

10. COUNTY'S RIGHT TO WITHHOLD PAYMENTS:

If at any time the Municipality or the Developer neglect or fail to perform properly any of their respective obligations under this Agreement, including without limitation, failure to complete the Development or the Infrastructure Improvements in accordance herewith, as more fully set forth in Schedule "B" hereto, then the County, in addition to any other rights hereunder, including without limitation to terminate the Agreement, will have the right, in its sole discretion subject to the Cure Period (defined in Section 22), to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure will have been remedied to the satisfaction of the County.

11. REPRESENTATIONS, WARRANTIES AND GUARANTEES:

A. The Municipality expressly represents, warrants and guarantees to the County that:

(a) it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required in connection herewith, including without limitation, the Required Easement to the County on the Reversion date, when so delivered, will constitute legal, valid and binding obligations of the Municipality enforceable against the Municipality in accordance with their

respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including without limitation the Required Easement;

(b) the person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement;

(c) it is financially and technically qualified to perform its obligations hereunder, including construction of the Infrastructure Improvements;

(d) it has received no information or documentation indicating that the Developer is not otherwise financially capable of completing the Development;

(e) it is familiar and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(f) the design, supervision and workmanship furnished with respect to the construction of the Infrastructure Improvements will be in accordance with sound and currently accepted scientific standards and best engineering practices;

(g) it will use its best efforts to assure and shall require in any contract documents with its Contractor(s) that all materials, equipment and workmanship furnished by Contractor(s) of the Municipality in performance of the work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and best engineering practices;

(h) to the best of the Municipality's current knowledge and information the budget proposal attached in Schedule "D" lists the anticipated true and correct costs for the Infrastructure Improvements;

(i) the consummation of the transactions contemplated by this Agreement and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bound or affected; and

(j) construction of the Infrastructure Improvements is necessary to support the Project.

The Municipality expressly acknowledges that the County is materially relying on the above representations.

B. The Developer expressly represents, warrants and guarantees to the County and the Municipality that:

(a) It is duly organized, validly existing and in good standing under the laws of the State of New York. The Developer is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business requires it to be so qualified. The Developer

has the corporate power, authority and legal right to execute and perform this transaction and to execute this Agreement; the execution and performance of this Agreement by the Developer have been duly authorized by its members; this Agreement constitutes, and any other documents required to be delivered by the Developer, when so delivered will constitute, the legal, valid and binding obligations of the Developer enforceable against the Developer in accordance with their respective terms; the Developer has all requisite power and authority to enter into this Agreement; and the Developer will deliver to the County at the time of execution of this Agreement a resolution adopted by its members authorizing the execution of this Agreement, and any other documents required to be delivered by the Developer; and

(b) the person signing this Agreement on behalf of the Developer has full authority to bind the Developer to all of the terms and conditions of this Agreement pursuant to the authority granted by the Developer's governing board, as noted above; and

(c) The Developer is not on the low income housing debarred list with either the U.S. Department of Housing and Urban Development ("HUD") or the State of New York, and it is not in default under any contract with the County; and

(d) It is financially and technically qualified to perform its obligations hereunder including construction of the Development; and

(e) It is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement; and

(f) Consummation of the transactions contemplated by this Agreement and the performance of the Developer's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Developer is a party or by which it may be bound or affected; and

(g) Construction of the Infrastructure Improvements is necessary to support the Development.

The Developer expressly acknowledges that the County is materially relying on the above representations.

12. INSURANCE; INDEMNIFICATION:

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

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

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

B. In addition, Developer shall provide defense for and defend, indemnify and hold harmless the Municipality, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly under this Agreement as a result of any cause whatsoever other than the acts or omissions hereunder by the Municipality or contractors or third parties under the direction or control of the Municipality. Notwithstanding anything to the contrary, nothing herein shall relieve the Municipality of its obligation to indemnify and hold harmless the County pursuant to Section 12A, above; and

C. In addition to, and not in limitation of the County's insurance requirements contained in Schedule "E(ii)" entitled "Standard Insurance Provisions, Developer," attached hereto and made a part hereof, the Developer agrees:

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

(b) to the extent arising directly or indirectly out of the acts or omissions hereunder by the Developer, contractors or third parties under the direction or control of the Developer to provide defense for and defend,

at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

13. ENVIRONMENTAL INDEMNIFICATION:

A. The Municipality represents and warrants and guarantees to the County as follows:

(1) The Municipality has no knowledge of, and has not received any notice of any condition at, on, under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements (as defined below); and

(2) The Municipality has no knowledge of, has and has not received any notice of any condition at, on, under, or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property presently or potentially posing a significant hazard to human health or the environment; such conditions being defined as "Hazardous Materials" below; and

(3) Definitions. For the purposes of this Agreement and this Section "13", the following definitions will apply:

(a.) "Hazardous Materials" or "Hazardous Waste" will mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602, and any "hazardous waste" as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Infrastructure Improvements Property, causes or threatens to cause a nuisance on the Infrastructure Improvements Property or to nearby properties, or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Infrastructure Improvements Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Infrastructure Improvements Property; or

(vi) which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) which contains, without limitation, polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(b.) "Environmental Requirements" will mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all

government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

of which it had actual notice

(c) The Municipality hereby acknowledges and agrees that it will defend and indemnify the County for any Environmental Damages (as defined below), whether or not disclosed in the Environmental Reports, arising out of or in any way connected with the Infrastructure Improvements Property. Environmental Damages will mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Materials" or "Hazardous Waste" at, on, under or related to the Infrastructure Improvements Property (or ground or surface water associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property, or the existence of a violation of Environmental Requirements pertaining to the Infrastructure Improvements Property, regardless of when the existence of such Hazardous Materials or "Hazardous Waste" or the violation of Environmental Requirements arose, including without limitation:

(i) damages for personal injury, death or injury to property or natural resources occurring on or off the Infrastructure Improvements Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or "Hazardous Waste" or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Infrastructure Improvements Property or any other property or otherwise expended in connection with such conditions;

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subsection (ii) herein; and

(iv) diminution in the value of the Infrastructure Improvements Property and damages for loss of business from restriction on the use of the Infrastructure Improvements Property or any part thereof.

B. The Developer represents and warrants and guarantees to the County and the Municipality as follows

(1) The Developer has no knowledge of, and has not received any notice of any condition at, on under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities in accordance with the Environmental Requirements as defined herein; and

(2) The Developer has no knowledge, and has not received any notice of any Hazardous Materials on under or related to the Infrastructure Improvements Property (or ground or surface waters associated therewith) or migrating or threatening to migrate to or from the Infrastructure Improvements Property which may have a material effect on the value of the Infrastructure Improvements Property or subject the owner thereof to potential liabilities; and

(3) The Developer hereby acknowledges and agrees that it will defend and indemnify the County for any Environmental Damages, arising out of or in any way connected with the Infrastructure Improvements Property. Environmental Damages shall mean all claims, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees.

All of the provisions of this Section "13" will survive the expiration or other termination of this Agreement until the expiration of the Period of Affordability.

14. ASSIGNMENT OF RIGHTS:

Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of the work to be performed hereunder without the written consent of the County, provided, however, that the foregoing shall not be deemed to apply to contracts entered into by the Municipality to implement construction of the Infrastructure Improvements. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed work performed by the Municipality.

The County's consent to the assignment of the responsibility for or delegation of the duty hereunder shall not release the Municipality or Developer from their respective obligations under this Agreement. The Municipality and Developer shall remain liable to the County for the performance of all respective obligations under this Agreement.

15. ENTIRE AGREEMENT; AMENDMENT:

This Agreement including without limitation all Schedules and attachments constitute the entire Agreement between the parties with respect to the funding of the Infrastructure Improvements and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

16. INDEPENDENT CONTRACTOR:

The status of each of the Municipality and the Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Municipality, the subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

17. COMPLIANCE WITH LAW:

Each of the Municipality and the Developer shall perform the work hereunder in good workmanlike manner and shall obtain each, at its sole cost and expense, all permits, approvals and consents necessary for the proper conduct of its activities in connection with this Agreement. In addition to, and not in limitation of the foregoing, the Municipality and the Developer shall comply at their sole cost and expense with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of activities in connection with this Agreement.

All of the provisions of this Section "17" shall the expiration of other termination of this Agreement until the expiration of the Period of Affordability provided the County has paid the HIF Funds to the Municipality.

18. NOTICES:

All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt:

To the County

Commissioner of Planning
148 Martine Avenue
White Plains, New York 10601

with a copy to:

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

To the Municipality:

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

with a copy to:

[Handwritten signature]
Village Attorney
[Handwritten signature]
[Handwritten signature]

To the Developer:

Kearney Realty and Development Group, Inc
1777 Route 6
Carmel, New York 10512

with a copy to:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207

19. TERM OF AGREEMENT:

The term of this Agreement shall commence upon execution of this Agreement, and shall continue for fifteen (15) years, or until the County has retired the bonds funding the construction of the Infrastructure Improvements, whichever comes first, unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

(a) The County, upon ten (10) days' notice to the Parties, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Parties shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination specified in Schedule "D". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Parties shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Parties shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Parties prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Parties. The Parties shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by either of the Parties of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Party of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be

charged to and paid by the Parties. Without limiting the foregoing, upon written notice to the Parties, repeated breaches by either of the Parties of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

20. NON-DISCRIMINATION:

The Municipality and the Developer expressly agree that neither they nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality and the Developer acknowledge and understand that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

21. VALIDITY:

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

22. LEGAL AND EQUITABLE RELIEF:

The injury to the County arising from noncompliance with any of the material terms of this Agreement and the Schedules hereto, including without limitation failure to complete the Development or the Infrastructure Improvements in accordance herewith or noncompliance with the Affordability Requirements until expiration of the Period of Affordability, as more fully set forth in Schedule "B" hereto, would be great and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such noncompliance, which remains uncured for thirty (30) days after service on the Municipality and Developer of written notice thereof (the "Cure Period"), the County, at its option, may terminate this Agreement and or apply to any state or federal court for: (A) specific performance of this Agreement and the Schedules hereto; (B) an injunctive relief against any noncompliance; and/or (C) seek any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court.

The Commissioner, in his sole discretion, may agree to stay any such enforcement beyond the Cure Period, provided however that the County determines that the Municipality and the Developer is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to the Municipality and Developer, repeated non-compliance by the Municipality and/or the Developer of any particular duty or obligation under this IMDA

shall be deemed a material breach of this IMDA justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective as set forth below.

All of the provisions of this Section "22" will survive the Closing or other cancellation or termination of this Agreement.

23. COUNTY APPROVALS:

The parties hereby acknowledge and agree that any request by the Municipality and/or the Developer for an extension or other modification of the terms hereof which requires consent of the County will be subject to the receipt of any and all necessary County approvals. It is further acknowledged that in no event, shall any delay or failure of the Westchester County Board of Legislators and/or Westchester County Board of Acquisition and Contract to appoint or approve any action be deemed to be unreasonable.

24. EXECUTION:

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

25. GOVERNING LAW:

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

26. NO WAIVER:

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

27. THIRD PARTIES:

Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

28. REQUIRED SCHEDULES:

Attached hereto and forming a part hereof as Schedule "H" is a questionnaire entitled "Required Disclosure of Relationships to County." The Municipality and the Developer agree to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Municipality and the Developer agree to notify County in writing within ten (10) business days of such event.

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "J" is a questionnaire entitled "Business Enterprises Owned and Controlled by Persons of Color or Women" which the Developer agrees to complete.

29. FORCE MAJEURE:

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, in each case if due to a cause beyond the reasonable control of the party obligated to perform, and other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure") shall, notwithstanding anything to the contrary contained herein, excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. For purposes of this Section, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees or contractors.

30. LIABILITY:

The parties hereby acknowledge and agree that the Municipality and the Developer shall be jointly and severally liable for all obligations hereunder and for any breach of the terms of this Agreement.

The provisions of this Section "30" will survive the Closing or other cancellation or termination of this Agreement.

31. CONFLICT OF INTEREST:

The Municipality and the Developer shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The aforementioned parties shall also use all reasonable means to avoid any appearance of impropriety.

32. ELECTRONIC FUNDS TRANSFER:

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are annexed hereto as Schedule "I". The completed Authorization Form must be returned by the Municipality to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

33. ENFORCEMENT:

This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Name: Edward Buroughs
Title: Commissioner of Planning

TOWN OF SOMERS

By: _____
Name: Rick Morrissey
Title: Supervisor

KEARNEY REALTY AND DEVELOPMENT GROUP, INC

By: _____
Name:

Title:

Approved by the Board of Legislators by Act No. ____ - 2015 on _____, 2015.

Approved by the Westchester County Board of Acquisition & Contract on _____, 2015.

Approved by Town of Somers on _____, 2015 .

Approved as to form and manner of execution:

Assistant County Attorney
County of Westchester

MUNICIPALITY'S ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

MUNICIPAL CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(the "Municipality")

a municipal corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the
New York Business Corporate Law)

named in the foregoing agreement;
that _____

(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said
Municipality by authority of its Board of _____, thereunto duly
authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this _____ day of _____, 20____, before me personally came
_____, whose signature appears above, to me
known, and known to me to be the _____ of

(Title)

_____, the Municipality described in and
which executed the above certificate, who being by me duly sworn did depose and say that
he/she, the said _____ of said Municipality resides at

_____, and that he/she signed his/her
name hereto by order of the Board of _____ of said Municipality.

Notary Public County

DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

DEVELOPER CERTIFICATE OF AUTHORITY

I, _____
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the "LLC") duly organized under the Laws of the State of _____; that
(Name of State)

_____ who signed said Agreement on behalf of the LLC
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____ and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public _____

Date: _____

SCHEDULE "C"
Intentionally Omitted

SCHEDULE "D"

INFRASTRUCTURE IMPROVEMENTS PROJECT

A. SCOPE OF SERVICES

The infrastructure improvements include, but are not limited to, paving, installation of stormwater basins, a portion of the expansion of the public water and sewer connections and onsite stormwater management (the "Infrastructure Improvements"). The Infrastructure Improvements shall be constructed in accordance with the following plans: _____ as prepared by _____, dated _____ and last revised _____ (the "Plans").

Project Manager

The County will retain and/or utilize in-house staff to perform the construction management associated with the HIF / FAH funded infrastructure improvements. The construction management will include:

- the review and approvals of shop drawings,
- review and approval request for payments,
- perform inspections and provide certifications associated with any County Health department requirements (if applicable),
- conduct site inspection to confirm compliance with the approved construction drawings.

The professional retained to perform the said inspection shall report directly to the municipal engineer and County staff on all services performed relating to the construction of the municipal infrastructure project.

B. PAYMENT

The County of Westchester will make progress payments to the Municipality for expenses incurred in constructing the Infrastructure Improvements associated with the construction of 16 units of affordable AFFH housing in the Town of Somers, in an amount not to exceed \$1,600,000, as set forth pursuant to the below Budget. All quantities are approximate, and the total amount shall not be exceeded.

Any and all requests for payments to be made, including any partial payment made in proportion to the work completed, shall be submitted on properly executed payment vouchers of the County and paid within 30 days after approval by the Commissioner of Planning of the County of Westchester or his or her duly authorized designee (hereinafter the "Commissioner"), which approval shall not be unreasonably withheld and subject to the terms of the IMDA. The Municipality acknowledges and agrees that the New York State prevailing wage shall be paid. In the event prevailing wage is not paid the County's Department of Planning shall recalculate and reduce the below Budget. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating.

Payment shall substantially follow the following procedures, but the County reserves the right to require

additional documentation and approval:

1. Documentation for the payment of work completed shall include verification from the Architect or Engineer responsible for the work to a) verify that the work was done, and b) that it was done properly;
2. if approved, a signed AIA form approving the work, materials and workmanship and the amount to be invoiced by the contractor shall be included along with a County voucher and lien release from the Contractor.
3. the municipality submits the invoice, AIA form and a county voucher to the County for payment;
4. The County reviews the request, if approved submits it for payment & prepares a check to the municipality provided however that the County shall retain not more than five per centum of each payment which amount shall be held until final payment upon the issuance of a Certificate of Completion for the Infrastructure Improvements.

It is also understood that the County's Division of Housing may visit the site during construction and will inspect and approve the project for substantial completion and that the County shall be permitted such access.

C. BUDGET (County HIF Funds): To be inserted

All quantities are approximate and the total amount shall not be exceeded

The Developer is responsible for funding the costs of construction of the infrastructure improvements not funded through the County HIF Funds.

D. CONSTRUCTION SCHEDULE FOR INFRASTRUCTURE IMPROVEMENTS

Commencement Date for Construction of Infrastructure Improvements: On or Before

Completion Date for Infrastructure Improvements :

SCHEDULE "E (i)"

**STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

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

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

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

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be

"All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

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

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

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

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

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

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

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

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

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

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

SCHEDULE "E(ii)"

STANDARD INSURANCE PROVISIONS (DEVELOPER)

1. Prior to commencing work, the Developer shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. After approval of such insurance by the Director of Risk Management of Westchester County, the Developer shall provide evidence of such insurance to the Town of Somers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester and to the Town Supervisor by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Developer and identify the Agreement.

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

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

2. The Developer shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York

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

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

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

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

As per the attached written agreement, and where indicated with a check mark below, the following insurance(s) will also be required:

X	(e) Environmental Liability with a minimum limit of liability per occurrence of \$1,000,000.00. Policy shall be kept in full force and effect for three (3) years from the date of Closing and the County and Village shall be provided with the endorsement naming the County of Westchester and Town of Somers as an additional insured.
	(f) Property Insurance - Replacement Cost basis with County of Westchester named as loss payee as its interest may appear
	(g) Builder's Risk --Municipality at their own cost and expense shall provide and maintain a Builder's Risk Form, All Risk Insurance Contract. The coverage shall be written for 100% of the completed value, with the County of Westchester named as loss payee as its interest may appear.

SCHEDULE "H"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an interest¹¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "I"

	Westchester County • Department of Finance • Treasury Division	Authorization & (check one) <input type="checkbox"/> New <input type="checkbox"/> Change
Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form		
INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.		
Mail to: Westchester County, Department of Finance, Treasury Division, 148 Marine Avenue, White Plains, NY 10601 Attention: Vendor Direct		
Section I - Vendor Information		
1. Vendor Name: _____		
2. Taxpayer ID Number or Social Security Number:		<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"> </div>
3. Vendor Primary Address: _____		
4. Contact Person Name: _____		
		Contact Person Telephone Number: _____
5. Vendor E-Mail Address(es) for Remittance Notifications: _____		
6. Vendor Certification: I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.		
Authorized Signature	Print Name/Title	Date
Section II - Financial Institution Information		
7. Bank Name: _____		
8. Bank Address: _____		
9. Routing Transit Number:		10. Account Type (check one)
<div style="border: 1px solid black; width: 150px; height: 20px; margin: 0 auto;"> </div>		<input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number: _____		12. Bank Account Title: _____
13. Bank Contact Person Name: _____		Telephone Number: _____
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if direct deposit into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account above.		
Authorized Signature	Print Name/Title	Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

| | |

2011-50

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720 White Plains, NY 10601. Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT!** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include a letter file

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only)
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, then the fields to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT YOU MAY LEAVE THIS LINE BLANK.**

SCHEDULE "J"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., OR

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

cc: TA/TB/TC 12/6/16

FINANCE OFFICE

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

**Telephone
(914) 277-4394**

**FAX
(914) 277-3788**

Town of Somers

WESTCHESTER COUNTY, N.Y.

**EMAIL
finance@somersny.com**



**ROBERT KEHOE
DIRECTOR OF FINANCE**

To: Town Board
From: Robert Kehoe, Director of Finance 
Date: December 2, 2016
Re: 2016 Out of Title pay

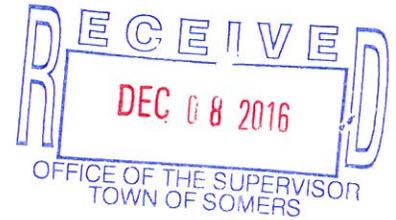
I am requesting the Town Board to approve a \$5,000 Out of Title payment to Efrem Citarella for 2016 as previously discussed with the Board.

This payment will be covered from the Contingency budget line.

CC: Town Clerk

EC:
T.B. 12/1/16
12/1/16

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



Date of Adoption: December 1, 2016

Name of Action: Stuart Farm Conservation Easement

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

The Town of Somers Town Board, as Lead Agency, has determined that the Proposed Action described below will not have a significant adverse effect on the environment and a Draft Environmental Impact Statement will not be prepared.

SEQR Status: The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the *NYS Environmental Conservation Law*.

Conditioned Negative Declaration: No

Description of Action: The proposed action is the execution of two Conservation Easements to apply to the following parcels of land in two separate ownerships: (1) approximately 75 acres of Stuart Farm owned by Robert L. Stuart consisting of Tax lots 26.11-1-2 and 26.11-1-3; and (2) approximately 97 acres of Stuart Farm owned by Mary Lee Gerlach, fka Mary Lee Stuart consisting of Tax Lot 26.11-1-1. These conservation easements are to be created in conjunction with the Westchester Land Trust, Inc., the County of Westchester and Scenic Hudson Land Trust, Inc. Creation of the Conservation Easements is consistent with the "Town of Somers Comprehensive Plan Update" of February 2016 that recommends partnerships with the Westchester Land Trust and Westchester County to purchase development rights to the Stuart Farm property to maintain the low density character of the western quadrat of the town and to preserve farmland. The conservation easement shall run with the property in perpetuity and the property shall be utilized in accordance with the covenants and restrictions contained in the conservation easement, mainly to prevent the conversion of the property to non-farm uses, except for those uses identified in the conservation easement.

Location: Granite Springs Road, Town of Somers, Westchester County, NY (Tax Lots 26.11-1-2 and 26.11-1-1)

Reasons Supporting This Determination:

Based upon a review of the conservation easement, the Town Board finds that the conservation easement will conserve viable agricultural land consisting of the following: For the 75 acre parcels, approximately 33 acres of prime soils and approximately 32 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service; for the 96 acre parcel, approximately 34 acres of prime soils and approximately 13 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service. The 75 acre parcels preserve approximately ½ acre of Resource Protection Area of wooded wetland and a stream connected hydrologically to a small pond on the adjacent farmland parcel being preserved simultaneously, such stream draining into the Croton Reservoir. The 96 acre parcel also contains approximately 30 acres of wooded wetland with a small pond designated a Resource Protection Area which provides a source of water for supplemental irrigation and protection of the wooded wetland draining into the pond helps preserve the quantity and quality of water in the pond. The wooded area also prides timber for select harvesting of low quality trees for firewood which is does consistent with a Forest Management Plan that is part of the Conservation Plan for the property. The conservation easement will not have any significant adverse impacts upon the environment and, in fact, will have positive environmental impacts. This Negative Declaration indicates that no environmental impact statement need be prepared.

Involved and Interested Agencies:

See Attached

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

SEQR DISTRIBUTION LIST – Stuart Farm Conservation Easement

Involved Agencies

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

Interested Agencies

Town of Somers Town Clerk
Somers Town House
335 Route 202
Somers, New York 10589
Attn.: Patricia Kalba

Town of Somers Assessor
Somers Town House
335 Route 202
Somers, New York 10589
Attn.: Teresa Stegner

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

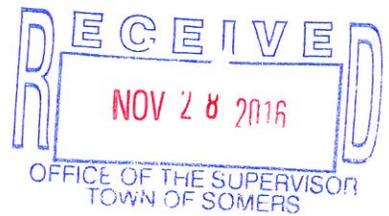
Westchester Land Trust, Inc.
403 Harris Road
Bedford Hills, NY 10507
Attn: Lori Ensinger

Scenic Hudson Land Trust, Inc.
One Civic Center Plaza
Suite 200
Poughkeepsie, NY 12601

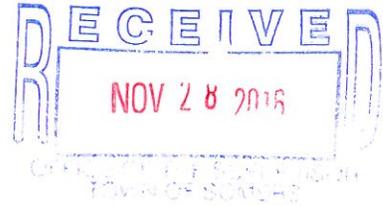
Westchester County
148 Martine Avenue
White Plains, NY 10601
Attn: Office of the County Executive
Westchester County Board of Legislators

Westchester County
148 Martine Avenue
White Plains, NY 10601
Attn: Westchester County Board of Legislators

Pyramid Network Services, LLC
11 River Road
Glenmont, NY 12077
Attn: Krissy Grugan Donohue



New York City Department of Environmental Protection
465 Columbus Avenue 1st Floor
Valhalla, New York 10595
Attn.: Cynthia Garcia



New York State Department of Environmental Conservation
Division of Environmental Permits--Region 3
21 South Putt Corners Road
New Paltz, New York 12561-1696
Attn.: Daniel T. Whitehead, Regional Permit Administrator

Others – Lead Agency Representatives

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

Stephans, Baroni, Reilly & Lewis LLP
175 Main Street
White Plains, NY 10601
Attn.: Roland A. Baroni, Esq.

cc: TAB, TC, B.K., B.D., B.G., B.L.

BUREAU OF FIRE PREVENTION

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-8228
Fax
(914) 277-3790

EFREM CITARELLA
CHIEF



December 1, 2016

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

RE: Carbon Monoxide Detection in Commercial Buildings

Dear Supervisor Morrissey and Town Board,

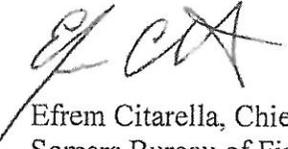
To bring the Town of Somers into compliance with the new State law passed in 2015 that requires carbon monoxide detection in commercial buildings, where previously it was only required in residential dwellings, please find submitted for your approval five proposals (Town House, Annex, Library, Nutrition Center and Police Department) from CIA Security, who has installed and maintains our existing burglar and fire systems.

The carbon monoxide alarms will receive their primary power from the building wiring where such wiring is served from a commercial source (NYSEG). The devices that were installed previously are a temporary fix and are only local alarms that are powered by a battery and not OSHA approved for commercial buildings.

Please note that CIA Security is an OGS State bid listed company, therefore this project does not have to go out to bid.

We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Efrem Citarella', written in a cursive style.

Efrem Citarella, Chief
Somers Bureau of Fire Prevention

cc: William Premuroso, Chief Fire Inspector

cc: TA, TC, Bob, BP, JLV

BUREAU OF FIRE PREVENTION

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE ANNEX
337 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-8228
Fax
(914) 277-3790

EFREM CITARELLA
CHIEF



MEMO TO: Town Board

FROM: Efrem Citarella, Chief
Somers Bureau of Fire Prevention

RE: Carbon Monoxide Detection in Commercial Buildings – Follow Up

DATE: December 6, 2016

As a follow up to the information submitted on December 1, 2016 regarding carbon monoxide detection in commercial buildings, please find below the proposed cost per building for those services.

Again, please note that CIA Security is an OGS State bid listed company; therefore this project does not have to go out to bid.

Carbon Monoxide Devices:

Annex – purchase for \$2,785 and monthly monitoring of \$35 OR
rent for \$1,100 and monthly monitoring and rental of \$50 – rental is recommended

Nutrition Center – purchase for \$2,860 and monthly monitoring of \$35

Wireless Carbon Monoxide System:

Library – rent for \$1,500 plus monthly rental of \$62.50 and monthly monitoring of \$5

Town Hall – rent for \$1,000 plus monthly rental of \$50 and no monthly monitoring

Commercial Security System Upgrade:

Police Department – system will be updated with no charge for parts and standard labor, but will charge \$250 to accommodate prevailing wage requirements plus monthly rental of \$125 and no monthly monitoring

and

Carbon Monoxide Detection:

Police Department – rent for \$350 plus monthly rental of \$145

cc: William Premuroso, Chief Fire Inspector



Commercial Instruments & Alarm Systems, Inc.
2 Summit Court, Suite 306 • Fishkill • New York • 12524

"Tomorrow's Security Today"

November 17, 2016

Mr. Bill Premuroso
Town of Somers
335 Route 202
Somers, NY 10589

RE: Carbon Monoxide Installation Proposals

Dear Mr. Premuroso,

Please accept our sincere apologies for the extended delay. When we began the design process for the installation of carbon monoxide detectors at five Town of Somers locations, it became obvious that the installation costs were going to be quite high due to the extensive labor required. In an attempt to keep costs to a minimum, we designed wireless carbon monoxide systems for two locations and a complete update that uses new technology and includes CO detectors for the Police Department.

Enclosed please find a total of seven proposals. The Annex and the Nutrition Center are simply installing the additional devices and tying them to the existing panel; there was no benefit to the Town by installing a separate processor and using wireless technology. For the Library and Town Hall, there are two proposals for each location; the first installing hardwired devices and the second using wireless devices and a processor. It was more beneficial to the Police Department to update the entire intrusion system to accommodate the new CO devices.

Please review the documents provided and if satisfactory, please sign those proposal you wish to proceed with; upon receipt our installation department will contact you to schedule convenience appointments. Should you have any questions, please do not hesitate to contact our office.

Cordially,

/cf
Enclosure

U.L. LISTED INSTALLATIONS • ACCESS CONTROL SYSTEMS • CCTV • CENTRAL STATION MONITORING
Licenses: NY - 12000016988; CT - 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

MONITORING RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550



Commercial Instruments & Alarm Systems, Inc.

2 Summit Court, Suite 306 • Fishkill • New York • 12524

“Tomorrow’s Security Today”

CARBON MONOXIDE DEVICES

PROPOSAL SUBMITTED TO: Town of Somers	PHONE: 914-277-3637	DATE: November 17, 2016
MAILING ADDRESS: 335 Route 202 Somers, NY 10589	JOB NAME/LOCATION: Town Hall Annex 377 Route 202 Somers, NY 10589	CONSULTANT: John Lombardi
EMAIL: wpremuroso@somersny.com	ATTN: Bill Premuroso, Fire Inspector	

Thank you for the opportunity to submit our proposal to install carbon monoxide detectors at the above reference location. The installation will include the following:

SCOPE OF WORK:

We will furnish and install carbon monoxide detectors as required by code and wire/program them to the fire alarm control panel for off-premise reporting.

CARBON MONOXIDE DETECTORS:

We will furnish and install five (5) carbon monoxide detectors. The advantage of installing integrated units is that the devices are powered by the security system, thus allowing them to operate during power failures. In addition, the wiring to the units is supervised. The detectors we install are typically mounted on the wall at a height between 60 and 84 inches above the floor. Each unit is equipped with an internal sounder for annunciation and a transponder for individual unit reporting to our Monitoring Response Center.

These devices have a five-year life expectancy and will activate the internal trouble sounder when they need to be replaced. The detectors will be installed as follows:

- Basement next to fire alarm control panel
- Main Floor – Building Dept.
- Main Floor – Assessor’s Dept.
- Second Floor – Center Hall
- Third Floor – Center Hall

The devices will be wired to two spare zones of the fire alarm control panel for off premise reporting of CO conditions.

PLEASE NOTE: The following dispatch procedure will be used:

- Fire Department will be dispatched, then
- Location will be called; if no answer –
- Back-ups will be called; it is HIGHLY recommended that at least three back-ups be provided that have keys to access the location.

When they arrive at the location, Fire Department personnel are required to enter the premises to determine if medical aid is necessary. If the building is locked and a key holder is not available, they will FORCIBLY ENTER THE PREMISES, using whatever means is necessary. CIA will not be responsible for damage as a result of the Fire Department’s actions, therefore we insist on several back-up names.

MISCELLANEOUS:

CIA will furnish and install all necessary programming, supplies and wiring to complete installation.

U.L. LISTED INSTALLATIONS • ACCESS CONTROL SYSTEMS • CCTV • CENTRAL STATION MONITORING
Licenses: NY – 12000016988; CT – 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

MONITORING RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

INVESTMENT DATA

****Pricing guaranteed for 60 days****

PURCHASE PRICE: The above equipment can be purchased, with a one-year guarantee on parts and labor, for Two Thousand Seven Hundred Eighty Five Dollars (\$2,785.00).

MONITORING FEE: Fee remains the same.

ELECTRICAL AND/OR BUILDING PERMIT FEES:

Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

NOTES:

1. Any changes in the scope of work will be done on a separate agreement.
2. Guarantee applies only to devices installed under this proposal.

OPTIONS

Pricing for options is only valid during the installation of the base system. If option(s) is selected, all terms and conditions of the original Sales/Rental Agreement apply.

OPTION #1: RADIO MONITORING-STRONGLY RECOMMENDED (RENTAL UNIT)

To provide a cost effective method of reporting alarms to our security operations center by reducing the phone lines from two to one – thus reducing your monthly phone line expenses – and offering a reliable form of communication to our Monitoring Response Center. One telephone line will be replaced with radio transceiver. Upon receipt of a radio alarm our security operators make notification to the responsible parties specified by the owner and our automation system tracks the status of the alarm until the condition is restored.

NFPA Standards require an alternate means of communication be provided in the event the primary means is not functional. Many systems use two (2) different telephone lines, or internet monitoring and one phone line. The problem that exists is when phone service is lost, usually the broadband connection is also and communication is gone. CIA recommends the installation of a wireless radio system. The AES radio system has a U.L. listing for fire communication. The radio telemetry provides very rapid notification of fire-alarm transmissions.

The AES radio network uses the latest in Intelligent Technology and provides immediate transmission of alarm signals to CIA's Monitoring Response Center without the use of telephone lines. Radio signals are received very rapidly after an alarm, unlike the phone dialer system that may take 30 to 60 seconds to communicate an alarm. In addition, the AES Intelligent System reports test signals daily to insure the integrity of the system.

The AES 7788 Series radio transceiver is equipped with the following features:

- Built in power supply and 7 AMP hour battery
- Eight input zones
- A/C power supervision and low battery supervision
- Cabinet Tamper
- U.L. listed for Fire

AES INTELLIPRO MODULE:

We will furnish and install one (1) AES IntelliPro Module to the radio transceiver. The module transmits full data formats through the AES radio network to our Monitoring Response Center for processing.

RENTAL FEE: The radio is rented, which provides for all maintenance and repairs for an installation fee of \$1,100.00 and a monthly maintenance and monitoring fee of \$15.00.

Total monthly fee including basic monitoring (\$35.00) and radio rental/monitoring (\$15.00) will be \$50.00.

ACCEPTED _____ (PLEASE INITIAL)

NOTES:

1. FCC requires a license to operate any radio. Under the rental program, CIA will procure the FCC license.
2. Subscriber is to supply one 120 VAC outlet in close vicinity of the radio and cannot be a GFI outlet.

3. Based upon the availability of radio service in the Rhinebeck area, field testing will be performed prior to entering into a contract.
4. Due to the building construction, a remote antenna may be required. Antenna may be located in the upper floors of the building or exterior of the building. Option includes an antenna next to radio.

OPTION #2: SURGE SUPPRESSION FOR TELEPHONE LINES

We will install two (2) Surge Suppressors one on each of the telephone lines. If desired, please add One Hundred Dollars (\$100.00) to above purchase price.

ACCEPTED _____ (PLEASE INITIAL)

CIA has included options for surge suppression for vital areas of your system. CIA does not guarantee that your system will be free from harm due to lightning strikes or other surges.

ACCEPTED BY:

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.



Commercial Instruments & Alarm Systems, Inc.

2 Summit Court, Suite 306 - Fishkill - New York - 12524

"Tomorrow's Security Today"

CARBON MONOXIDE DEVICES

PROPOSAL SUBMITTED TO: Town of Somers	PHONE: 914-277-3637	DATE: November 17, 2016
MAILING ADDRESS: 335 Route 202 Somers, NY 10589	JOB NAME/LOCATION: Nutrition Center 98 Route 139 Somers, NY 10589	CONSULTANT: John Lombardi
EMAIL: wpremuroso@somersny.com	ATTN: Bill Premuroso, Fire Inspector	

Thank you for the opportunity to submit our proposal to install carbon monoxide detectors at the above reference location. The installation will include the following:

SCOPE OF WORK:

We will furnish and install carbon monoxide detectors as required by code and wire/program them to the fire alarm control panel for off-premise reporting.

CARBON MONOXIDE DETECTORS:

We will furnish and install three (3) carbon monoxide detectors. The advantage of installing integrated units is that the devices are powered by the security system, thus allowing them to operate during power failures. In addition, the wiring to the units is supervised. The detectors we install are typically mounted on the wall at a height between 60 and 84 inches above the floor. Each unit is equipped with an internal sounder for annunciation and a transponder for individual unit reporting to our Monitoring Response Center.

These devices have a five-year life expectancy and will activate the internal trouble sounder when they need to be replaced. The detectors will be installed as follows:

- Basement
- First Floor Lobby next to fire alarm control panel
- Kitchen near the telephone

PLEASE NOTE: The following dispatch procedure will be used:

- Fire Department will be dispatched, then
- Location will be called; if no answer -
- Back-ups will be called; it is **HIGHLY** recommended that at least three back-ups be provided that have keys to access the location.

When they arrive at the location, Fire Department personnel are required to enter the premises to determine if medical aid is necessary. If the building is locked and a key holder is not available, they will **FORCIBLY ENTER THE PREMISES**, using whatever means is necessary. CIA will not be responsible for damage as a result of the Fire Department's actions, therefore we insist on several back-up names.

DUAL MONITOR MODULES:

We will furnish and install three (3) transponders for connectivity of the carbon monoxide detector to fire alarm system.

RELAY MODULE:

We will furnish and install one (1) relay module for wiring the output to the radio.

MISCELLANEOUS:

CIA will furnish and install all necessary programming, supplies and wiring to complete installation.

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Licenses: NY - 120000169888; CT - 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

MONITORING RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

INVESTMENT DATA

****Pricing guaranteed for 60 days****

PURCHASE PRICE: The above equipment can be purchased, with a one-year guarantee on parts and labor, for Two Thousand Eight Hundred Sixty Dollars (\$2,860.00).

MONITORING FEE: Fee remains the same.

ELECTRICAL AND/OR BUILDING PERMIT FEES:

Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

NOTES:

1. Any changes in the scope of work will be done on a separate agreement.
2. Guarantee applies only to devices installed under this proposal.

ACCEPTED BY:	
_____ AUTHORIZED SIGNATURE	_____ PLEASE TYPE OR PRINT NAME
<i>This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.</i>	
<small>THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.</small>	



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2 Summit Court, Suite 306 • Fishkill • New York • 12524

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WIRELESS CARBON MONOXIDE SYSTEM

PROPOSAL SUBMITTED TO: Town of Somers	PHONE: 914-277-3637	DATE: November 17, 2016
MAILING ADDRESS: 335 Route 202 Somers, NY 10589	JOB NAME/LOCATION: Library 80 Route 139 Somers, NY 10589	CONSULTANT: John Lombardi
EMAIL: wpremuroso@somersny.com	ATTN: Bill Premuroso, Fire Inspector	

Thank you for the opportunity to submit our proposal to install carbon monoxide detector system at the above reference location. The installation will include the following:

SCOPE OF WORK:

Due to the high expense of installing hardwired carbon monoxide detectors, we are providing a second option using wireless devices. The use of wireless devices generally comes with some challenges and a higher maintenance cost, such as battery replacement and a repeater. In our opinion, the reduced installation cost of this system justifies this option. We will install this system under our rental program and all battery replacements will be covered. As carbon monoxide detectors must be replaced in five years, these replacements will also be covered under the rental contract.

ALARM PROCESSOR:

We will furnish and install the Vista 128FB wireless alarm processor for the transmission of carbon monoxide signals for off premise reporting.

COMMAND CENTER:

We will furnish and install one (1) command center to be located on the cover of processor enclosure.

WIRELESS RECEIVER:

We will furnish and install one (1) wireless receiver. Receiver will be mounted near control equipment.

REPEATER:

We will furnish and install one (1) repeater to extend the signal of the wireless devices to report to the alarm processor.

CARBON MONOXIDE DETECTORS - WIRELESS TECHNOLOGY:

We will furnish and install six (6) wireless carbon monoxide detectors. The advantage of installing integrated units is that the devices are powered by the security system, thus allowing them to operate during power failures. In addition, the wiring to the units is supervised. The detectors we install are typically mounted on the wall at a height between 60 and 84 inches above the floor. Each unit is equipped with an internal sounder for annunciation and a transponder for individual unit reporting to our Monitoring Response Center.

These devices have a five-year life expectancy and will activate the internal trouble sounder when they need to be replaced. The detectors will be installed as follows:

- Main Floor Reading Room near pull station and sounder strobe, opposite main entrance placed next to battery operated CO detector
- Main Floor Work Room
- Main Floor Program Room
- Main Floor Center Hall, behind Receptionist Desk
- Lower Floor Boiler Room Hall
- Lower Floor next to Thermostat below clock in Large Reading Room

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Licenses: NY - 12000016988; CT - 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

MONITORING RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

PLEASE NOTE: The following dispatch procedure will be used:

- Fire Department will be dispatched, then
- Location will be called; if no answer –
- Back-ups will be called; it is **HIGHLY** recommended that at least three back-ups be provided that have keys to access the location.

When they arrive at the location, Fire Department personnel are required to enter the premises to determine if medical aid is necessary. If the building is locked and a key holder is not available, they will **FORCIBLY ENTER THE PREMISES**, using whatever means is necessary. CIA will not be responsible for damage as a result of the Fire Department's actions, therefore we insist on several back-up names.

RELAY MODULE:

We will furnish and install one (1) relay module for wiring the output to the radio.

MISCELLANEOUS:

CIA will furnish and install all necessary programming, supplies and wiring to complete installation.

INVESTMENT DATA

****Pricing guaranteed for 60 days****

RENTAL PRICE: Above equipment can be rented, which provides for all maintenance, service, inspections and repairs for an installation fee of One Thousand Five Hundred Dollars (\$1,500.00) and an additional monthly rental fee of Sixty-Two Dollars and Fifty Cents (\$62.50).

MONITORING FEE: Our standard monitoring fee is \$25.50 per month. As a courtesy, this fee will be lowered to \$5.00 per month to cover our costs. Monitoring includes all alarm reporting by zones, supervision of a/c power, battery condition and daily test signal to our U.L. listed Monitoring Response Center.

ELECTRICAL AND/OR BUILDING PERMIT FEES:

Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

NOTES:

1. Any changes in the scope of work will be done on a separate agreement.

ACCEPTED BY:

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.



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2 Summit Court, Suite 306 • Fishkill • New York • 12524

"Tomorrow's Security Today"

WIRELESS CARBON MONOXIDE SYSTEM

PROPOSAL SUBMITTED TO: Town of Somers	PHONE: 914-277-3637	DATE: November 17, 2016
MAILING ADDRESS: 335 Route 202 Somers, NY 10589	JOB NAME/LOCATION: Town Hall 335 Route 202 Somers, NY 10589	CONSULTANT: John Lombardi
EMAIL: wpremuroso@somersny.com	ATTN: Bill Premuroso, Fire Inspector	

Thank you for the opportunity to submit our proposal to install carbon monoxide detector system at the above reference location. The installation will include the following:

SCOPE OF WORK:

Due to the high expense of installing hardwired carbon monoxide detectors, we are providing a second option using wireless devices. The use of wireless devices generally comes with some challenges and a higher maintenance cost, such as battery replacement and a repeater. In our opinion, the reduced installation cost of this system justifies this option. We will install this system under our rental program and all battery replacements will be covered. As carbon monoxide detectors must be replaced in five years, these replacements will also be covered under the rental contract.

ALARM PROCESSOR:

We will furnish and install the Vista 128FBP wireless alarm processor for the transmission of carbon monoxide signals for off premise reporting. Alarm processor to be installed on the first floor by the fire alarm control panel.

COMMAND CENTER:

We will furnish and install one (1) command center to be located on the cover of processor enclosure.

WIRELESS RECEIVER:

We will furnish and install one (1) wireless receiver. Receiver will be mounted near control equipment.

NOTIFICATION:

Carbon monoxide alarm signals will be transmitted to our Monitoring Response Center via the existing radio. There will be no additional monitoring fees.

CARBON MONOXIDE DETECTORS – WIRELESS TECHNOLOGY:

We will furnish and install six (6) wireless carbon monoxide detectors. The advantage of installing integrated units is that the devices are powered by the security system, thus allowing them to operate during power failures. In addition, the wiring to the units is supervised. The detectors we install are typically mounted on the wall at a height between 60 and 84 inches above the floor. Each unit is equipped with an internal sounder for annunciation and a transponder for individual unit reporting to our Monitoring Response Center.

These devices have a five-year life expectancy and will activate the internal trouble sounder when they need to be replaced. The detectors will be installed as follows:

- Main Floor next to fire alarm control panel
- Main Floor Courtroom above the pull station
- Second Floor – Center Hall
- Third Floor – Center Hall
- Basement Center Hall – Please note that this unit will be hardwired and installed on the Radionics dialer and will report using tamper zone. It is unlikely that a wireless signal will penetrate the basement floor.

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Licenses: NY – 12000016988; CT – 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

MONITORING RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

PLEASE NOTE: The following dispatch procedure will be used:

- Fire Department will be dispatched, then
- Location will be called; if no answer –
- Back-ups will be called; it is HIGHLY recommended that at least three back-ups be provided that have keys to access the location.

When they arrive at the location, Fire Department personnel are required to enter the premises to determine if medical aid is necessary. If the building is locked and a key holder is not available, they will FORCIBLY ENTER THE PREMISES, using whatever means is necessary. CIA will not be responsible for damage as a result of the Fire Department's actions, therefore we insist on several back-up names.

INITIATING MODULE:

We will furnish and install one (1) initiating module to the fire alarm panel.

RELAY MODULE:

We will furnish and install one (1) relay module for wiring the output to the radio.

MISCELLANEOUS:

CIA will furnish and install all necessary programming, supplies and wiring to complete installation.

INVESTMENT DATA

Pricing guaranteed for 60 days

RENTAL PRICE: Above equipment can be rented, which provides for all maintenance, service, inspections and repairs for an installation fee of One Thousand Dollars (\$1,000.00) and an additional monthly rental fee of Fifty Dollars (\$50.00).

MONITORING FEE: No additional fee.

ELECTRICAL AND/OR BUILDING PERMIT FEES:

Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

NOTES:

1. Any changes in the scope of work will be done on a separate agreement.
2. Guarantee applies only to devices installed under this proposal.
3. If a repeater is needed please see option below.

OPTION

OPTION #1: REPEATER

Please note: If there is any "dead space" wireless signals may fail to transmit. At completion of the installation and testing, repeaters may need to be installed to retransmit signals to the control panel.

CIA will furnish and install a repeater as required to extend the signal of the carbon monoxide detectors to report to the alarm control panel.

NOTE: Subscriber is to supply one 120 VAC outlet in close vicinity of the repeater and cannot be a GFI outlet.

If required, One Hundred Dollars (\$100.00) will be added to the installation fee and add \$5.00 per month to the rental fee.

ACCEPTED _____ (PLEASE INITIAL)

ACCEPTED BY:

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.



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COMMERCIAL SECURITY SYSTEM UPGRADE

PROPOSAL SUBMITTED TO:
Town of Somers
MAILING ADDRESS:
335 Route 202
Somers, NY 10589

PHONE:
(914) 232-9622
JOB NAME/LOCATION:
Police Department
100 Route 139
Somers, NY 10589

DATE:
November 17, 2016
CONSULTANT:
John Lombardi

EMAIL:
wpremuroso@somersny.com
police@some.sny.com

ATTN:
Bill Premuroso, Fire Inspector
Chief Mike Driscoll

Thank you for the opportunity to submit our proposal to upgrade the security alarm system for the Somers Police Department. The installation includes the following:

SCOPE OF WORK:

To update the existing intrusion alarm system to allow the use of new technology to accommodate carbon monoxide detection.

CONTROL PANEL:

We will replace the existing NAPCO MA-3000 control panel with the DMP XR-150N Alarm Control Panel. This advanced, state-of-the-art control panel is equipped with the following features:

- 10 on-board zones, expandable to 142 zones
- Alarm history log with 1,200 event buffer
- Multifunction user (arming) codes
- Flexible system arming features with instant arming option
- On-board network communicator
- U.L listed

NOTE: CIA will furnish PLC or Wi-Fi connection to the network hub. * *Owner is to furnish a router port and provide programming for internet communication.*

BACK UP BATTERY:

We will furnish and install two (2) Yuasa 12-volt 7-amp backup battery with fused harness.

COMMAND CENTERS WITH 4-ZONE BUILT-IN EXPANDERS:

We will replace two (2) existing NAPCO command centers with DMP units. The command center are equipped with 4-zone built-in expanders to provide arming and disarming of the security alarm system. The command center provides custom English-language display of the zones and alarm descriptions.

NOTE:

1. The new command center and the existing command center may be different in size. The owner will be responsible repairing of any major holes, painting and/or wallpapering.

EXPANDER:

We will furnish and install one (1) sixteen-zone DMP expander to accommodate additional points of detection.

EXISTING DEVICES:

All existing intrusion system devices will be wired to the new control panel.

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ADMINISTRATION
845-896-9500

FAX
845-896-8887

MONITORING RESPONSE CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

NOTIFICATION:

The DMP XR-150N Control Panel includes an internet communicator programmed to report alarm signals (identified by individual zones) to CIA's own Monitoring Response Center Listed by Underwriters Laboratories, Inc. Please note that internet monitoring requires a reliable broadband connection.

Monitoring via the internet provides transmission of alarm signals at a much faster speed than standard telephone transmission. To ensure the integrity of the system, daily check-ins to our Monitoring Response Center are also provided. The digital communicator will be used as back up communication.

When we receive an alarm signal, our Monitoring Response Center's "seasoned" personnel will dispatch the proper authorities to the exact area of alarm activation and notify personnel on your designated call list. Our Monitoring Response Center's personnel will then follow-up to verify the outcome of the alarm condition and report back to the client and our service department.

Included is the following:

- *Total reporting zones* – all annunciating and reporting zones will be individually displayed at each command center and will also be reported to our Monitoring Response Center for custom reporting of individual zone.
- *A/C Power Monitoring and Low Battery Supervision* – in the event the electricity at the building is off or the system detects a low battery, a supervisory signal will be transmitted to our Monitoring Response Center.

FIVE DIAMOND CERTIFICATE:

CIA has been awarded The Five Diamond Certificate which is the highest certification that can be achieved in the alarm industry. The Five Diamond Certification, awarded by the Central Station Alarm Association, designates a higher level of performance than the industry standard for High Security Monitoring Centers. The industry standard is typically having a UL Listed Monitoring Response Center. The Five Diamond Certificate raises the performance standard to a higher level.

INVESTMENT DATA

Pricing guaranteed for 60 days

LABOR COST:

The existing intrusion alarm system has been rented to the Town of Somers Police Department since 1994. We have maintained the system since that time with little to no cost to the PD; the original rented cost was \$100.00 per month. In 2007 the rental cost was increased to \$105.00 per month. It is our intention to update the system at no charge for parts and standard labor however we must charge an additional fee to accommodate prevailing wage requirements and increase the monthly rental of the system to \$125.00. *The labor cost will be \$250.00.*

INTERNET MONITORING FEE: If the system is now reporting via the internet we will waive the additional \$10.00 monthly fee as a courtesy due to our long standing relationship.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

NOTES:

1. Any changes in the scope of work will be done on a separate agreement.
2. The system has been designed with point-of-protection reporting. Each device is mapped to a zone to be reported to CIA's Monitoring Response Center. Our dispatcher then advises law enforcement of the activated device and frequency of the signals.
3. System is expandable as future needs grow.
4. Ethernet port will be required for the internet alarm communicator.
5. **Firewall & Internet Security:** The owner shall be responsible for providing a reasonable level of network security and supplying all firewall equipment. Please review this requirement with your computer consultant.
6. Guarantee does not cover any network problems, internet outages, smart phone apps or router issues that may occur. Telephone support is available and will be invoiced at \$45.00 per hour (one hour minimum). Please have a *Network Administrator* available if you require telephone support.

O P T I O N S

Pricing for options is only valid during the installation of the base system. If option(s) is selected, all terms and conditions of the original Sales/Rental Agreement apply.

OPTION #1: CARBON MONOXIDE DETECTION

CARBON MONOXIDE DETECTORS:

We will furnish and install three (3) carbon monoxide detectors. The advantage of installing integrated units is that the devices are powered by the security system, thus allowing them to operate during power failures. In addition, the wiring to the units is supervised. The detectors we install are typically mounted on the wall at a height between 60 and 84 inches above the floor. Each unit is equipped with an internal sounder for annunciation and a transponder for individual unit reporting to our Monitoring Response Center.

These devices have a five-year life expectancy and will activate the internal trouble sounder when they need to be replaced. The detectors will be installed as follows:

- First Floor next to Command Center
- Second Floor next to Command Center
- Third Floor Sgt.'s Office next to Panel

PLEASE NOTE: The following dispatch procedure will be used:

- Fire Department will be dispatched, then
- Location will be called; if no answer -
- Back-ups will be called; it is HIGHLY recommended that at least three back-ups be provided that have keys to access the location.

When they arrive at the location, Fire Department personnel are required to enter the premises to determine if medical aid is necessary. If the building is locked and a key holder is not available, they will FORCIBLY ENTER THE PREMISES, using whatever means is necessary. CIA will not be responsible for damage as a result of the Fire Department's actions, therefore we insist on several back-up names.

ADDRESS MODULES:

We will furnish and install six (6) transponders/zones for connectivity of the carbon monoxide detectors to the security alarm system and report alarm and trouble conditions.

RELAY MODULE:

We will furnish and install one (1) relay module for wiring the output to the radio.

MISCELLANEOUS:

CIA will furnish all necessary programming.

RENTAL PRICE:

Above equipment can be rented, which provides for all maintenance, service, inspections and repairs for an installation fee of Three Hundred Fifty Dollars (350.00) and an additional monthly rental fee of Twenty Dollars (\$20.00) which will be added to the current monthly rental fee for a total rental fee of \$145.00 per month. If desired initial below.

ACCEPTED _____ (PLEASE INITIAL)

OPTION #2: NETWORK SURGE SUPPRESSION

We will furnish and install a COM-CLESP network surge protector for the incoming network circuit. If desired, please add \$40.00 to above purchase price.

ACCEPTED _____ (PLEASE INITIAL)

ACCEPTED BY:

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.

cc TB new agenda 10/16

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

TOWN CLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

PATRICIA KALBA
TOWN CLERK



November 21, 2016

To: Supervisor
Town Board

From: Patricia Kalba
Town Clerk

Re: Generator Request for Proposal

Proposals received for the installation of a Generac Generator at the Town House are as follows:

	<u>Option A</u>	<u>Option B</u>
LKM LTD.	\$32,250.00	\$30,400.00
A-Amp Electric Corp.	\$28,350.12	\$22,663.67
North County Electric	\$26,652.52	\$22,121.53
Light Electric	\$20,335.00	\$15,956.00

Option A:

Install and supply Generac Protector 48kW Automatic Standby Diesel Generator.

Excludes setting generator on pad and concrete pad.

Option B:

Install and supply Generac Protector QS 38kW Automatic Standby Generator (Premium Grade) (Fuel Propane).

Excludes setting generator on pad, concrete pad and propane tanks.

Efrem Citarella, Building Inspector is recommending that the Diesel Unit be installed over the Propane Unit. We are requesting that the work be awarded to Light Electric and authorization for Supervisor Morrissey execute the attached agreement.

Cc: Building Inspector
Director of Finance
Town Attorney

Telephone
(914) 277-3539

FAX
(914) 277-3790

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

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

Efrem Citarella
Building Inspector

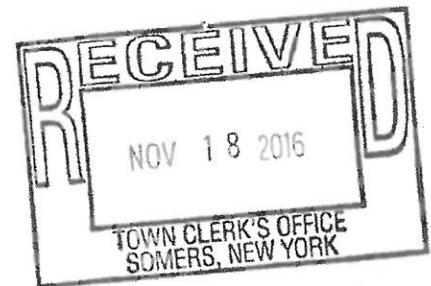


MEMO TO: Patty Kalba, Town Clerk

FROM: Efrem Citarella, Building Inspector *EC*

RE: Town House Generator

DATE: November 18, 2016



On November 17, 2016, I met with Larry Light, owner of Light Electric regarding the RFP he submitted for the Town House generator. He reassured me that he can complete the project as per the proposal submitted.

I recommend that a diesel generator be installed as indicated by Option A on the RFP.

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2016, by and between
the

TOWN OF SOMERS, a municipal corporation of the State of New York, having
offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter
referred to as the "Town"),

and

Light Electric
PO Box 745
Mahopac, New York 10541
(hereinafter referred to as the "Contractor").

WHEREAS, the Town has received a proposal from the Contractor to perform certain
work, generally consisting of **installation of Generac Generator at the Town House;**

NOW, THEREFORE, the Town of Somers and **Light Electric** the Contractor, by and for the
considerations hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish and perform all of the work specified above including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. All materials and articles furnished shall be new unless otherwise specified, and shall be of the appropriate grade for the particular purpose. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed and the work site.
2. For the performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor a sum not to exceed: **Twenty Thousand Three Hundred Thirty-Five dollars (\$20,335.00)** Payment will be made by the Town to the Contractor after the completion of all of the work and the acceptance of the work by the Town, unless a different payment schedule is required by Section 106-b of the General Municipal Law. Payment shall be made after the submission of a properly itemized claim by the Contractor (including all supporting documentation) to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.
3. The Contractor shall promptly commence work after the full execution of this Agreement, upon the written directions of the Town and complete the work under this Agreement within four (4) day of commencement weather permitting. The time for completion of the work may be extended, in the discretion of the Town, upon the request of the Contractor, for good cause shown, with the grant of any extension by the Town to be in writing. The Contractor shall issue progress reports concerning the performance of the work, and will meet with representatives of the Town, as the Town may, from time to time, direct. The Contractor shall promptly inform the Town in writing of any cause for delay in the performance of the Contractor's obligations under this Agreement.

4. The Contractor shall prosecute the work without undue interference with the operations of the Town or the comfort, repose, health, safety and welfare of the inhabitants of the Town. Unless otherwise authorized by the Town in writing, the Contractor's use or operation of construction equipment in performing the work shall be limited to the hours between 7:00 a.m. in the morning and 6:00 p.m. in the evening. All work shall be performed during regular business days and hours of operation of the Town, unless otherwise directed by the Town.
5. The Contractor shall be responsible for the proper care and protection of the work and for all materials and articles delivered to the site where the work will be performed, until completion and final acceptance of the work by the Town. The Contractor shall exercise proper precautions and safety measures in performing the work, which precautions and safety measures shall be in accordance with all applicable laws, rules and regulations. The Contractor shall be responsible for the protection of persons and/or property, and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which may occur in connection with the prosecution of the work hereunder. The Contractor shall exercise such additional safety measures as the Town may determine to be reasonably necessary, in the Town's discretion. The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work hereunder.
6. The Contractor shall keep the site of the work free from unnecessary accumulations of waste materials. Upon the completion of all of the work, the Contractor shall remove all of its tools, equipment and surplus materials, as well as all rubbish and waste resulting from the work. Upon the completion of the work, the site of the work shall be left "broom clean" or its equivalent, to the reasonable satisfaction of the Town. The Town will not be responsible for the Contractor's tools and equipment, including any loss, theft or damage thereto.
7. The Contractor shall be subject to the provisions of Schedule A, attached hereto and made a part hereof, which Schedule A contains insurance and indemnification requirements.
8. The Contractor shall, at its own expense, comply with all the provisions of all applicable federal, State, County and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor, the performance of the work, or otherwise.
9. The Town may terminate this Agreement, in whole or in part, upon ten (10) days notice in writing to the Contractor whenever the Town deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Town shall be liable only for payment for the work performed hereunder prior to the effective date of termination.
10. The Town may terminate this Agreement for cause upon five (5) days notice in writing in the event of a material breach of this Agreement by the Contractor, which shall include, but not be limited to any of the following: (a) failure by the Contractor to provide properly skilled workers or proper materials or to complete the work in accordance with the applicable schedule; (b) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (c) non-compliance with laws, rules and regulations or directions of the Town applicable to the performance of the work; (d) failure to defend and indemnify the Town in accordance with this Agreement; or (f) failure by the Contractor to cure any breach of this Agreement not listed above within 20 days after written notice thereof from the Town. Without limiting any other rights or remedies of the Town, in the event of termination for cause, the Town may take

possession of the site and all tools, equipment, materials, and machinery thereon, and complete the work by such means and methods as it may deem appropriate.

11. All clauses required by law to be inserted in this Agreement shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the work hereunder: (a) minimum wages and supplements for laborers, workers and mechanics as provided in Labor Law Article 8; (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f; (e) eight-hour maximum workday and five-day maximum workweek, except in an emergency, as provided by Labor Law Section 220.
12. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid for or agreed to pay any person (other than payments of fixed salary to a bona fide full-time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled, or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.
13. No waiver of any breach of this Agreement shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach of this Agreement.
14. All plans and other like records compiled by the Contractor in completing the work under this Agreement shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use. If the work includes any article or equipment for which there is a manufacturer's warranty, the Contractor shall ensure that the Town will receive the benefit thereof by transfer or otherwise.
15. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in compliance with this Agreement.
16. The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.
17. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.
18. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written,

and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

- 19. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.
- 20. All materials and articles furnished shall be new unless otherwise specified, and shall be of the appropriate grade for the particular purpose. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.

The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than three years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts part within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement on the day and year above first written.

TOWN OF SOMERS

By: _____
Rick Morrissey, Supervisor (signed)-

By: _____
Rick Morrissey, Supervisor (printed)-

The CONTRACTOR

By: _____
Signed

By: _____
Printed

Town Acknowledgment

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

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

NOTARY PUBLIC

Contractor Acknowledgment

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Schedule A
Insurance and Indemnification

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

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

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

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

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

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

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

(b) **Employer's Liability Insurance** with a minimum limit of \$100,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. **The General Liability Insurance policy shall name the Town of Somers as an additional insured.** This insurance shall indicate on the certificate of insurance the following coverages:

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

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

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

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

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

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

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

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

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

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the

generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

Ford Item 2: 2017 Ford Escape 4 X 4, 5 passenger as per the attached specifications and requirements.

Price per Vehicle: \$21,841.72

Vehicle Options:

OPTION PRICING

- | | | |
|----|--|------------|
| 1. | Upgrade to SE Package w/ 201A Package: | \$1,395.00 |
| 2. | Upgrade to 2.0 Ecoboost Engine | \$1,797.00 |

EMERGENCY EQUIPMENT

- | | | | |
|----|----|---|----------|
| 1. | a. | Siren- Whelen Alpha series ALPHASL
Installed with ALPHA3 remote switch panel,
Includes 100 watt speaker | \$995.00 |
|----|----|---|----------|

LIGHTING PACKAGES

- | | | | |
|----|----|--|------------|
| 2. | a. | Whelen Super LED lights, (4) mounted behind grill
(2) mounted in rear window, (2) hideaway Super LED
Lights in left and right headlamp enclosure to emulate
Wig-wag, Avenger mounted over rearview mirror,
Mounted rechargeable Streamlight flashlight | \$1,800.00 |
| | | b. Aux Dome Light | \$50.00 |
| | | c. Driver side Spot Light | \$400.00 |

Ford Item 2 SPECIFICATIONS

2017 Ford Escape, 4 Wheel Drive, 5 Passenger

WHEELBASE	105.9 inches
GWW	4760 lbs.
LENGTH OVERALL	178.1 inches
BODY WIDTH OVERALL	72.4 inches
HEIGHT OVERALL	66.3 inches
SWAYBAR	Front and Rear Anti Roll Bars
ENGINE	1.5L, Eco Boost Turbo Gasoline with Electronic Fuel Injection
ELECTRICAL SYSTEM	Twelve (12) volt ignition, lighting and accessory system

BATTERY	Heavy duty maintenance free
ALTERNATOR	Heavy duty - min 120 amp
TRANSMISSION	6 Speed Automatic W/OD, towing package and heavy duty transmission oil cooler.
ANTILOCK BRAKES	Heavy duty 4 wheel Antilock Disc Brakes with Electronic Stability Control System and Traction Control
FRAME	Unibody frame
STEERING	Electric-variable power assist
SUSPENSION AND SHOCK ABSORBERS	Front MacPherson strut w/stabilizer bar Rear independent multi-link w/stabilizer bar and heavy duty shocks
COOLING SYSTEMS	Extra fine density heavy duty radiator and engine condensor for air conditioner heat dissipation to adequately and properly carry out their functions. Coolant Recovery System - Permanent type anti-freeze shall be used to protect the liquid cooling systems against freezing in temperatures ranging to 30 degrees below zero Farenheit.
AIR CONDITIONING / HEAT	Factory installed
TIRES AND RIMS	Four (4) all weather tires, tubless steel belted radial tires on all wheels. Spare to be space saver / compact type To include wheel covers P235/55R17 Goodyear or Equal
OUTSIDE MIRRORS	Power Adjustable, Manual Folding
SEATS, FRONT REAR	Front Bucket Seats, Heavy Duty Cloth Second Row, 60/40 Split, Heavy Duty Cloth
UPHOLSTERY	Heavy Duty Cloth

FLOOR COVERING AND MATS	Color Keyed Carpeting and Mats
PAINTING - Exterior Interior	To be determined at time of order
WIPER/WASHER TIME DELAY	Front and rear heavy duty variable speed electric wiper with washer, washer fluid reservoir to be filled with washer fluid at time of delivery
SEAT BELTS	3 point seat belts for all seating positions
GAS TANK	15.7 Gallons to be filled with fuel upon delivery
GAUGES	To include all factory equiped standard gauge package
POWER WINDOWS	Factory equipped
DEFROSTER	Electric rear window defroster - wire type
AIR BAGS	Factory installed Driver's & Passengers air bag Head curtain side impact for first and second row
TOWING HITCH	Class II type, 1-1/4" receiver hitch and 4 wire connection (only with 2.0 engine upgrade)
<u>MISCELLANEOUS:</u>	
<u>DMV Inspection</u>	All vehicles must be delivered with complete NYS Inspections. In the event that a vehicle is delivered uninspected, \$250 will be deducted from the invoice by the agency to cover the cost of the inspection and to compensate for time. To include 3 keys per vehicle Front and Rear Bumpers with license plate brackets. (1) 3 lb ABC Fire Extinguisher w/mounting bracket DOT Roadside Emergency Kit 1 Set Shop Manuals per Order(County only) Lift jack and handle Factory installed trailer tow package

Mud Flaps

Owners Manual for each vehicle

The County will be provided with an order confirmation from the OEM, detailing all optional equipment and a complete option content broadcast sheet shall be forwarded to the County after the vehicle(s) have been built.

No name other than that of manufacturer shall appear anywhere on the vehicle

The unit shall be manufactured and equipped in accordance with current Federal Government's National Traffic Safety Agency and State of New York Bureau of Motor Vehicles Standards for Safety and Emissions

All vehicles manufacturer's standard equipment shall be furnished unless otherwise superseded by any of the above

OEM % DISCOUNT

5% off OEM options not listed

12
SC -
TBCTA
Fun. Director
December 8
Agenda
11/28/16
BJS

From: Barbara Taberer
Sent: Tuesday, November 22, 2016 3:35 PM
To: Barbara Sherry

Dear Ms Sherry,

Arben Rugova, part time as needed driver for the Nutrition Program has found other employment. His last working day for the Town of Somers was November 18th.

Thank you

Barbara Taberer

Sent
to PD
12/5
ED.

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

TOWN CLERK'S OFFICE

Town of Somers

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

WESTCHESTER COUNTY, N.Y.

PATRICIA KALBA
TOWN CLERK



MEMO

TO: Supervisor
Town Board

FROM: Patricia Kalba *Patty*
Town Clerk

DATE: December 5, 2016

RE: Intermediate Clerk Part-time - Town Clerk's Office/Records Management

I respectful request permission to hire Ms. Linda Verderame as Intermediate Clerk Part-time in Town Clerk's Office/Records Management at an hourly rate of \$15.00 effective December 12, 2016.

cc: TP PPM 12/2

PLANNING AND ENGINEERING DEPARTMENTS

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

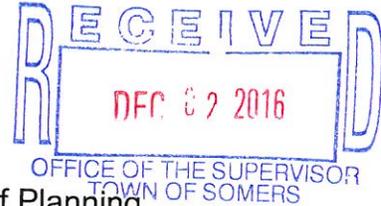
Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com



Date: December 1, 2016

To: **Town Board**
Town Clerk
Open Space Committee
Fire Prevention Bureau
Somers State Police

Director of Planning
Consulting Town Engineer
File

From: Planning Department

Re: **The following is submitted for your Review and Comment:**

**Project Name: Somers Public Safety Center
Preliminary Subdivision
Plan: See Cover Letter
Dated: November 30, 2016
Prepared by: The Helmes Group, LLP**

Referral is made under the provisions of the following regulations:

- 1. Informal Discussion: _____
- 2. Final Subdivision Approval: _____
- 3. Preliminary Subdivision: _____ X _____
- 4. Site Plan: _____
- 5. Wetland Activity Permit:
Administrative _____
Planning Board _____
- 6. Steep Slope Permit:
Administrative _____
Planning Board _____
- 7. Other _____



November 30, 2016

John Currie, Chairman
Town of Somers Planning Board
335 Route 202
Somers, NY 10589



Project: Somers Public Safety Center, 295 Route 100, Somers, NY
Tax Sheet 17.18, Block 1, Lot 1
Owner: International Business Machines Corporation

Subject: Supplemental Information in support of
Application for Preliminary Approval of Subdivision

Dear Chairman Currie & Members of the Planning Board:

Please accept the following as supplemental information in support of the above referenced Application.

Since our original submission on October 12, 2016, the foliage has now cleared such that the wetlands flagging could be updated from what was flagged many years ago. Accordingly, attached please find fourteen (14) copies of the Subdivision Plat along with the Topographical Map which reflect the location of the updated wetland flagging, 100 and 500-year flood plains as well as the areas containing steep slopes. In general, although the attached Drawings have been updated, no significant variations have resulted from what was previously submitted.

Based on the above, attached herewith please find fourteen (14) bound sets of the following three (3) Drawings, all last dated 11/25/16:

- Topographical Map for the 12-acre Parcel
to be Conveyed to Somers Fire District
as prepared by The Helmes Group, LLP
& Donald D. Coleman, Jr., Land Surveyor

- Dwg. 1 of 2 Subdivision Plat for the Two Lot Subdivision
as prepared by Donald D. Coleman, Jr., Land Surveyor

- Dwg. 2 of 2 Subdivision Plat for the Two Lot Subdivision
as prepared by Donald D. Coleman, Jr., Land Surveyor

In addition to the hard copy / paper submission, a CD with digital copies in pdf format of this entire submission, including cover letter, and the above-referenced drawings, have been provided to the Town of Somers - Planning Board Secretary.

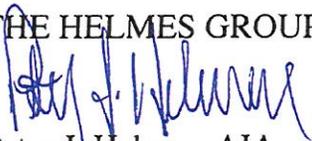
Public Notice & Public Hearing:

It is my understanding that the Planning Board, as Lead Agency for the Subdivision Approval, will be setting a Public Hearing date on December 14, 2016 at which time we will have an opportunity to present the Application to the public. Accordingly, the required Public Notice sign will be posted at the front of the property Thursday morning, December 1, 2016. We look forward to making a presentation on December 14, 2016.

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

Respectfully submitted,

THE HELMES GROUP, LLP



Peter J. Helmes, AIA
Architect

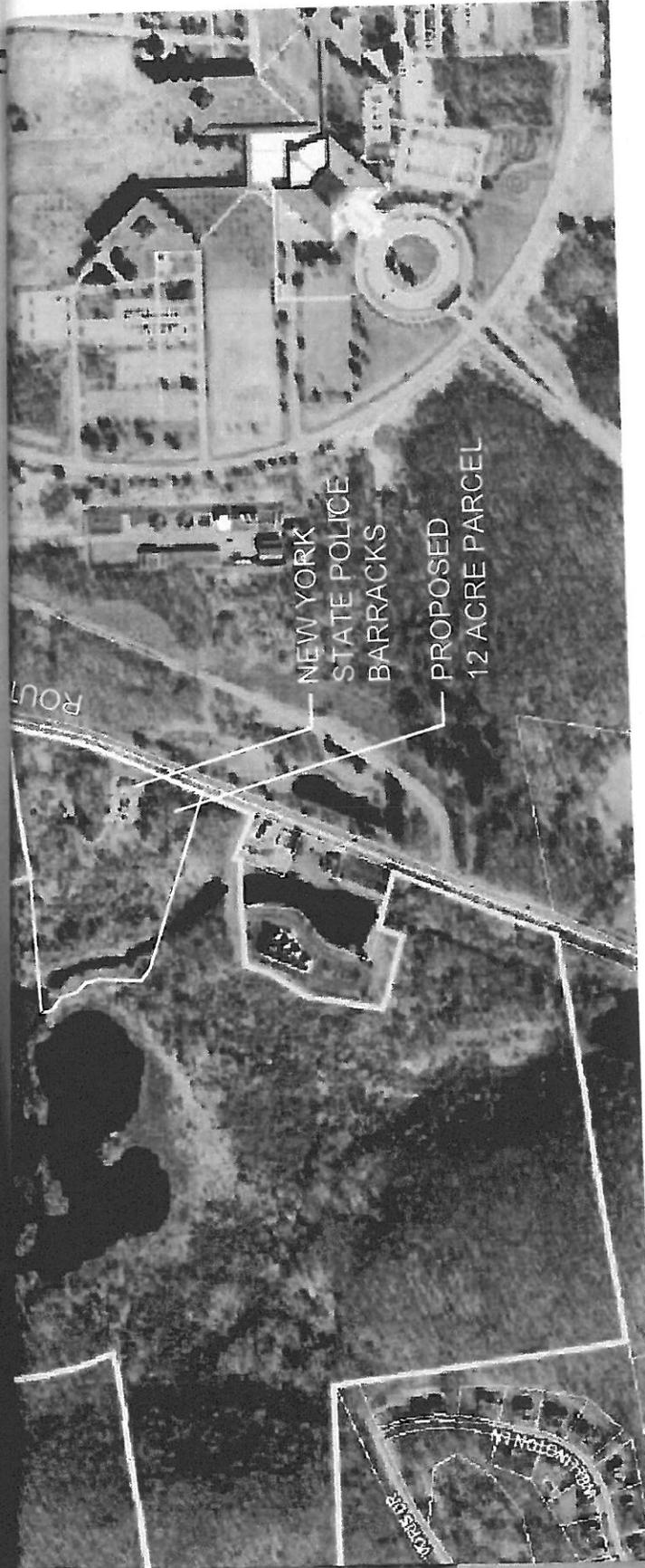
PJH:LAS

FL

cc: John Markiewicz, Chairman – Board of Fire Commissioners
Kenneth E. Hoffarth, District Manager
Frank Simone, Esq.

Enclosures

AVAILABLE IN SUPERVISOR'S OFFICE



ON MAP

PROPOSED
SOMERS PUBLIC SAFETY CENTER

295 ROUTE 100, SOMERS, NEW YORK 10589

TOPOGRAPHICAL MAP
SCALE: AS INDICATED

DATE:

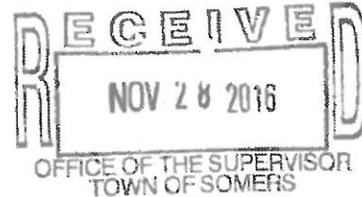
DRAWN BY: NED

CHECKED BY: PJH



Sunday Vanderberg

Clerk & Chief Administrative Officer
Westchester County Board of Legislators
148 Martine Avenue, 8th Fl.
White Plains, NY 10601



November 22, 2016

Hon. Rick Morrissey
Town House
335 Route 202
Somers, NY, 10589

Dear Supervisor Morrissey:

The Westchester County Board of Legislators (BOL) recently adopted a resolution formally commencing the review process for recertifying the Westchester County Agricultural District. Due to increased development pressures and a dramatic and increasing loss of open space and farmland in the 1980's and 1990's, Westchester County began undertaking initiatives to protect Westchester's farmlands and open space from loss to development. One such effort was to create Westchester County Agricultural District No. 1 in 2001. The New York State Agricultural District program was enacted in 1971 and is supported through New York's Agricultural Districts Law ([Article 25-AA of the New York State Agriculture and Markets Law](#)).

The Agricultural Districts Law (ADL) states that agricultural lands are important and irreplaceable resources, which are in jeopardy of being lost as a result of increasing costs of agricultural businesses, development pressures and regulatory constraints. The Law seeks to create economic and regulatory incentives which encourage farmers to continue farming. Relying primarily on the initiative of landowners and local governments, with state oversight, the law provides agricultural landowners with a number of benefits and protections. The ADL protects farm operations within an agricultural district from the enactment and administration of unreasonably restrictive local regulations unless it can be shown that public health or safety is threatened. It is important to note that Agricultural Districts Law does not give farm owners any as-of-right exemption or waiver from local regulations. Rather, the ADL provides farm owners within an agricultural district assistance from the New York State Department of Agriculture in instances in which the farmer believes that local regulatory requirements are unreasonably restricting the farm operation. The Agricultural Districts Law is a tool to conserve, protect and encourage the development and improvement of the agricultural economy; protect agricultural lands as valued natural and ecological resources; and preserve open space. More information on agricultural districts and how they relate to local zoning is available from the New York State Department of Agriculture and Markets at <http://www.agriculture.ny.gov/en/ag-services/agdistricts.html>.

Districts must be recertified every eight years, and as part of the recertification the Westchester County Board of Legislators must decide whether to continue the district, with or without modifications. The Westchester County Agricultural District was created in 2001 and underwent its first recertification in 2009. In order to study the various issues concerning the District, including both its effectiveness at protecting farmland and its impact on local municipalities, the County created a Steering Committee in 2008 to assist this process by identifying issues, conducting research and preparing a draft report. The Steering Committee was comprised of representatives with a range of backgrounds so as to bring a broad perspective to this review, and a consultant was also retained to assist in the effort. The district was modified by restricting the district to certain municipalities (Cortlandt, Yorktown, Somers, Lewisboro, Bedford, Sleepy Hollow and the portion of Mount Pleasant west of the Taconic State Parkway) and imposing evaluation criteria concerning farms to be included in the district. More information, including a copy of the first recertification report, can be downloaded from the County web site at www.westchestergov.com/agriculture.

The next anniversary date is July 19, 2017. Input from Westchester's municipalities has played a significant role in shaping the proposed district modifications and continues to be an important part of the process. Attached is the legal notice announcing the commencement of the review process. We ask that you post a copy of this notice in your municipal clerk's office. Also attached is a map and list of existing agricultural district properties located within your community. We also ask that you make available a copy of the map and list of properties to the public for review. Digital copies can be downloaded from the County website at www.westchestergov.com/agriculture.

Please note that this is the beginning of the process. We greatly appreciate any comments that you might have on these properties or on the agricultural district in whole. All are encouraged to submit any questions, comments or concerns regarding the agricultural district to David Kvinge, Director of Environmental Planning, at dk2@westchestergov.com or by phone at 914-995-2089.

Very truly yours,



Sunday Vanderberg
Clerk and Chief Administrative Officer
914.995.4604
mav5@westchestergov.com

:Enclosure

RESOLUTION NO. 120 – 2016

WHEREAS, this Board is charged with the responsibility, pursuant to Section 303-a of the New York State Agricultural and Markets Law, of conducting a review of existing Agricultural Districts located within the County of Westchester; and

WHEREAS, this Board, by Resolution No. 223-2000 submitted a proposal to the New York State Commissioner of Agriculture and Markets to establish Westchester County Agricultural District No. 1; and

WHEREAS, Resolution No. 223-2000 established an eight-year review period for proposed Westchester County Agricultural District No. 1; and

WHEREAS, the certification of Westchester County Agricultural District No. 1 by the New York State Commissioner of Agriculture and Markets became effective on July 19, 2001 and recertification was granted upon the Commissioner's review of Resolution No. 161-2010 and

WHEREAS, the recertification of Westchester County Agricultural District No. 1 is due to be completed on or before July 19, 2017; and

WHEREAS, Section 303-a of the New York State Agricultural and Markets Law requires that this Board take certain enumerated actions in relation to the review of Westchester County Agricultural District No. 1; NOW THEREFORE BE IT

RESOLVED, that the Clerk of the Board is hereby directed to publish, in a newspaper of general circulation within Westchester County Agricultural District No. 1, a notice in the form annexed hereto; AND BE IT FURTHER

RESOLVED, that the Clerk of the Board is hereby directed to post upon the home page of the County of Westchester website a notice in the form annexed hereto; AND BE IT FURTHER

RESOLVED, that the Clerk of the Board is hereby directed to post a notice in the form annexed hereto in at least five conspicuous places within the Westchester County Agricultural District; AND BE IT FURTHER

RESOLVED, that the Clerk of the Board is hereby directed to provide notice in the form annexed hereto by first class mail to those municipalities whose territory encompasses the Westchester County Agricultural District; AND BE IT FURTHER

RESOLVED, that the Clerk of the Board is hereby directed to instruct the Westchester County Agricultural and Farmland Protection Board to prepare a report

within forty-five days in relation to Westchester County Agricultural District No. 1

concerning:

(1) the nature and status of farming and farm resources within such district, including the total number of acres of land and the total number of acres of land in farm operations in the district;

(2) the extent to which the district has achieved its original objectives;

(3) the extent to which county and local comprehensive plans, policies and objectives are consistent with and support the district;

(4) the degree of coordination between local laws, ordinances, rules and regulations that apply to farm operations in such district and their influence on farming; and

(5) recommendations to continue, terminate or modify such district.

Dated: October 31, 2016
White Plains, New York

Michael Williams
Benjamin Boyfrost
James Morrow
F. T. -

Environment & Health

******* LEGAL NOTICE *******

**WESTCHESTER COUNTY BOARD OF LEGISLATORS
RECERTIFICATION OF WESTCHESTER COUNTY
AGRICULTURAL DISTRICT NUMBER ONE**

The Westchester County Board of Legislators hereby notices the commencement of the recertification of Westchester County Agricultural District Number One. The Westchester County Agricultural District consists of a total of 7,504 acres of land within the following municipalities (listed in order of the amount of farmland in each): Town of North Salem (3,770 acres), Town of Bedford (1,001 acres), Town of Somers (980 acres), Town of Yorktown (648 acres), Town of Mount Pleasant (384 acres), Town of Cortlandt (353 acres), Village of Sleepy Hollow (222 acres), Town of Lewisboro (146 acres).

The municipalities and land owners within the district may submit comments concerning the continuation, modification or termination of the district within thirty days of the publication and posting and mailing of this notice. After the close of the public comment period, the Westchester County Agriculture and Farmland Protection Board will prepare a report with recommendations to the County Board of Legislators to either continue the district as-is, modify the district or terminate the district. A list and map of farms currently in the district, are available at the Office of the County Clerk located at 110 Dr. Martin Luther King, Jr. Blvd in White Plains as well as on the County website at www.westchestergov.com/agriculture and at the Department of Planning, Room 432 of the Michaelian Office Building, located at 148 Martine Avenue in White Plains. For more information, visit the County website or contact David Kvinge, Director of Environmental Planning, at (914) 995-2089 or dsk2@westchestergov.com.

Pursuant to New York State Agriculture and Markets Law, the recertification process includes a period, ending a minimum of 30 calendar days from the date this notice is published, in which municipalities, farm owners and the public may propose modifications to the district. All proposals must be submitted in writing to the following address:

Clerk of the Board of Legislators
8th Floor, Michaelian Office Building
148 Martine Avenue, White Plains, NY 10601
FAX: 914-995-3884
EMAIL: SundayV@westchesterlegislators.com

A PUBLIC HEARING will also be held at a regularly scheduled meeting of the Westchester County Board of Legislators at a subsequent date and time with notice of the same provided as set forth in Section 303-a(2)(c) of the Agriculture and Markets Law.



Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

September 14, 2016

Sunday Vanderberg, Clerk
Westchester County Legislature
800 Michaelian Office Building, 8th Floor
148 Maritime Avenue
White Plains, New York 10601

Dear Ms. Vanderberg:

July 19, 2017 will mark the anniversary of Westchester County Agricultural District No. 1 which was first formed on July 19, 2001.

Consistent with the requirements of the Agriculture and Markets Law, your legislative body must conduct a review of the District. This letter serves as a notice to initiate the review and generally defines the review process and timeframe.

The review is designed to gauge the District's effect on local government policies concerning community development, environmental protection and preservation of the agricultural economy. The review must also consider how District farms and farm acres have furthered the purposes for which it was originally established, the extent to which it has achieved its original objectives and its degree of consistency with community economic and land use conditions.

The Agricultural District 8-year review procedures and forms are detailed on the Departments website at:

<http://www.agriculture.ny.gov/ap/agservices/agdistricts.html>

If I can be of any assistance during the district reviews or if you have any questions regarding the Agricultural Districts Program, please call me at 518-457-5606 or e-mail me at john.brennan@agriculture.ny.gov

Sincerely,

John F. Brennan

Agricultural Districts Program Manager

cc: Edward Burroughs, Commissioner, Westchester County Dept. of Planning
Patricia Peckham, Chair, Westchester County AFPB
Barbara Sacks, ED, CCE of Westchester County
Susan Hoskins, Cornell IRIS

MEMORANDUM

To: Patricia Peckham, Chair, Westchester County AFPB
Edward Burroughs, Commissioner, Westchester County Dept. of Planning
Barbara Sacks, ED, CCE of Westchester County

From: John Brennan, Agricultural Districts Program Manager

Date: September 14, 2016

Subject: Westchester County Agricultural District No. 1 Eight-Year Review

July 19, 2017 will mark the anniversary of Westchester County Agricultural District No. 1 which was first formed on July 19, 2001.

Consistent with the requirements of the Agriculture and Markets Law (AML), the County legislative body must conduct a review of the District. This memorandum serves to alert you that the review process should be initiated and to provide several aids, which may benefit your respective review roles.

The following Agricultural District 8-year review procedures and forms are available on the Department Website at:

<http://www.agriculture.ny.gov/ap/ag-services/aedistricts.html>

- Agricultural Districts program Mapping Checklist
- Time Frame for District Review (flow chart)
- Agricultural District EAF
- SEQRA Process and Review
- Agricultural Districts Law Summary
- RA-114 District Review Profile
- RA-113 District Review Sheet, and
- Article 25AA PDF—Agriculture and Markets Law (as amended through January 1, 2015)

Enclosed maps identify the state certified boundaries of the districts as adopted by your County legislative body. The maps have been provided through the facilities at IRIS, 1015 Bradfield Hall, Cornell University, Ithaca, New York 14853-5601. Should the eight-year review process result in District modifications, the change must be shown on a revised mylar or may be submitted digitally after contacting Cornell IRIS at (607) 255-6529 for further guidance. Please be reminded that the Commissioner will not recertify an agricultural district until a map is filed with IRIS.

Also, please include all properties added to the District during the annual inclusion-open enrollment period. The attached maps do not include the annual inclusion properties.

If I can be of any assistance during the review you may contact me at (518) 457-5606 or by e-mail john.brennan@agriculture.ny.gov

Thank you


John F. Brennan
Agricultural Districts Program Manager



Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

September 27, 2016

Sunday Vanderberg, Clerk
Westchester County Legislature
148 Martine Ave
White Plains, New York 10601

Dear Ms. Vanderberg:

You recently received a 300-day notice to initiate the agricultural district review for Westchester Ag District 1, defining the review process and timeframe.

As you plan to prepare for this district review process, please plan to incorporate the new provisions of the Agricultural Markets Law, recently enacted by the Legislature and signed into law by the governor this summer. Some key changes codified in the revised law include:

- **Length of Review Periods:** Only eight (8) year review periods are now in effect.
- **Notice:** In addition to all previously required publications, all County Legislative Bodies must now also include notice of district review and public hearing by posting a notice on the home page of the county's website and by sending written notice via first class mail to those municipalities whose territories encompass the district.
- **Deadlines:** All district review processes must be completed on or before the district's anniversary date. If a county requires more time, one six-month extension is allowed for good-cause upon application to the Commissioner.
- **District Consolidation Process:** A statutory process is now included to facilitate the consolidation of existing districts undergoing review, following the same procedures as the district review process.

I have attached a summary of the most significant changes, along with a copy of the revised law with all new changes highlighted. If I can be of any assistance during the district reviews or if you have any questions regarding the Agricultural Districts Program, please call me at 518-457-5606 or e-mail me at john.brennan@agriculture.ny.gov.

Sincerely,

John F. Brennan

Agricultural Districts Program Manager

cc: David Kvinge, Planning Department, Westchester County Dept. of Planning
Patricia Peckham, Chair, County AFPB

CHAPTER 35

AN ACT to amend the agriculture and markets law, in relation to agricultural districts law improvements; and the real property tax law, in relation to tax exemptions for certain structures on agricultural and horticultural lands; and to repeal certain provisions of the agriculture and markets law relating to agricultural districts

Became a law May 25, 2016, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 16 of the agriculture and markets law is amended by adding a new subdivision 2-e to read as follows:

2-e. Develop, and update, guidance and other information to:

(i) assist county legislative bodies, agricultural and farmland protection boards and departments in creating and reviewing agricultural districts pursuant to sections three hundred three, three hundred three-a and three hundred three-b of this chapter; and

(ii) assist the commissioner of taxation and finance to support training of assessors and any other local government officials who have responsibility for agricultural assessment and taxation.

§ 2. Subdivision 3 of section 301 of the agriculture and markets law, as amended by chapter 797 of the laws of 1992, is amended to read as follows:

3. "Farm woodland" means land used for the production [~~for sale~~] of woodland products intended for sale, including but not limited to logs, lumber, posts and firewood. Farm woodland shall not include land used to produce Christmas trees or land used for the processing or retail merchandising of woodland products.

§ 3. Subdivision 11 of section 301 of the agriculture and markets law, as amended by chapter 384 of the laws of 2011, is amended to read as follows:

11. "Farm operation" means the land and on-farm buildings, equipment, manure processing and handling facilities, and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise, including a "commercial horse boarding operation" as defined in subdivision thirteen of this section, a "timber operation" as defined in subdivision fourteen of this section, "compost, mulch or other biomass crops" as defined in subdivision [~~sixteen~~] seventeen of this section and "commercial equine operation" as defined in subdivision [~~seventeen~~] eighteen of this section. Such farm operation may consist of one or more parcels of owned or rented land, which parcels may be contiguous or noncontiguous to each other.

§ 4. Subdivision 12 of section 301 of the agriculture and markets law, as added by chapter 534 of the laws of 1992, is amended to read as follows:

12. "Agricultural data statement" means an identification of farm operations within an agricultural district located within five hundred

EXPLANATION--Matter in italics is new; matter in brackets [-] is old law to be omitted.

feet of the boundary of property upon which an action requiring municipal review and approval by the planning board, zoning board of appeals, town board, or village board of trustees pursuant to article sixteen of the town law or article seven of the village law is proposed, as provided in section three hundred ~~[five-a]~~ five-b of this article.

§ 5. Subdivisions 16 and 17 of section 301 of the agriculture and markets law, subdivision 16 as added by chapter 536 of the laws of 2008, are renumbered subdivisions 17 and 18.

§ 6. Section 303 of the agriculture and markets law, as amended by chapter 797 of the laws of 1992, subdivision 1 as amended by chapter 463 of the laws of 2014, subparagraph 1 of paragraph a of subdivision 2 as amended by chapter 213 of the laws of 2007, subparagraph 3 of paragraph e of subdivision 2, and subdivisions 5 and 6 as amended by chapter 102 of the laws of 1998, subdivision 4 as amended by chapter 523 of the laws of 2003, paragraph a of subdivision 5 and paragraph a of subdivision 6 as designated by chapter 687 of the laws of 2002 and subdivision 7 as amended by chapter 357 of the laws of 1997, is amended to read as follows:

§ 303. Agricultural districts; creation. 1. Any owner or owners of land may submit a proposal to the county legislative body for the creation of an agricultural district within such county, provided that such owner or owners own at least two hundred fifty acres ~~[or at least ten per cent]~~ of the land proposed to be included in the district ~~[or whichever is greater]~~. Such proposal shall be submitted in such manner and form as may be prescribed by the commissioner, shall include a description of the proposed district, including a map delineating the exterior boundaries of the district which shall conform to tax parcel boundaries, and the tax map identification numbers for every parcel in the proposed district. The proposal ~~[may recommend an appropriate]~~ shall include a review period of ~~[either]~~ eight ~~[or twelve or twenty]~~ years.

2. Upon the receipt of such a proposal, the county legislative body:

a. shall thereupon provide notice of such proposal by publishing a notice in a newspaper having general circulation within the proposed district and by posting a notice on the home page of the county's website; posting such notice in five conspicuous places within the proposed district; and providing such notice in writing by first class mail to those municipalities whose territory encompasses the proposed district. The notice shall contain the following information:

(1) a statement that a proposal for an agricultural district has been filed with the county legislative body pursuant to this article;

(2) a statement that the proposal will be on file open to public inspection in the county clerk's office;

(3) a statement that any county landowner or municipality whose territory encompasses the proposed district ~~[or any landowner who owns at least ten per cent of the land proposed to be included within the proposed modification of the proposed district]~~ may propose a modification of the proposed district in such form and manner as may be prescribed by the commissioner ~~[of agriculture and markets];~~

(4) a statement that the proposed modification must be filed with the county clerk and the clerk of the county legislature within thirty days ~~[after]~~ of the publication and posting and mailing of such notice; and

(5) a statement that at the termination of the thirty day period, the proposal and proposed modifications will be submitted to the ~~[county planning board and]~~ county agricultural and farmland protection board and that thereafter a public hearing will be held on the proposal,

proposed modifications, and recommendations of the ~~[planning board and]~~ county agricultural and farmland protection board;

b. shall receive any proposals for modifications of such proposal which may be submitted by ~~[such landowners or]~~ proponents of the district, any county landowners or municipalities within thirty days ~~[after]~~ of the publication and posting and mailing of such notice;

c. shall, upon the termination of such thirty day period, refer such proposal and proposed modifications to the county ~~[planning board, which shall, within forty five days, report to the county legislative body the potential effect of such proposal and proposed modifications upon the county's planning policies and objectives;~~

~~d. shall simultaneously, upon the termination of such thirty day period, refer such proposal and proposed modifications to the county]~~ agricultural and farmland protection board, which shall, after consultation with the county planning board, within forty-five days report to the county legislative body its recommendations concerning the proposal and proposed modifications~~[, and]; and~~

~~[e.]~~ d. shall hold a public hearing in the following manner:

(1) The hearing shall be held at a place within the proposed district or otherwise readily accessible to the proposed district;

(2) The notice shall contain the following information:

(a) a statement of the time, date and place of the public hearing;

(b) a description of the proposed district, any proposed additions and any recommendations of the ~~[county planning board or]~~ county agricultural and farmland protection board; and

(c) a statement that the public hearing will be held concerning:

(i) the original proposal;

(ii) any written amendments proposed during the thirty day review period; and

(iii) any recommendations proposed by the county agricultural and farmland protection board ~~[and/or the county planning board.];~~

(3) The notice shall be published in a newspaper having a general circulation within the proposed district and posted on the home page of the county's website and shall be given in writing by first class mail to those municipalities whose territory encompasses the proposed district and any proposed modifications, owners of real property within such a proposed district or any proposed modifications who are listed on the most recent assessment roll, the commissioner~~[, the commissioner of environmental conservation]~~ and the advisory council on agriculture.

3. The following factors shall be considered by the ~~[county planning board, the]~~ county agricultural and farmland protection board~~[,]~~ and identified as issues for comment at ~~[any]~~ the public hearing:

~~[i.]~~ a. the viability of active farming within the proposed district and in areas adjacent thereto;

~~[ii.]~~ b. the presence of any viable farm lands within the proposed district and adjacent thereto that are not now in active farming;

~~[iii.]~~ c. the nature and extent of land uses other than active farming within the proposed district and adjacent thereto;

~~[iv.]~~ d. county developmental patterns and needs; and

~~[v.]~~ a. any other matters which ~~[may]~~ the county legislative body deems to be relevant.

In judging viability, any relevant agricultural viability maps prepared by the commissioner ~~[of agriculture and markets]~~ shall be considered, as well as soil, climate, topography, other natural factors, markets for farm products, the extent and nature of farm improvements, the present status of farming, anticipated trends in agricultural

economic conditions and technology, and such other factors as may be relevant.

4. The county legislative body, after receiving the ~~[reports of the county planning board and]~~ report and recommendations, including any recommendations of the county planning board, of the county agricultural and farmland protection board and after such public hearing, may adopt as a plan the proposal or any modification of the proposal it deems appropriate~~[, and shall adopt as part of the plan an appropriate review period of either eight, twelve or twenty years. The plan as adopted shall, to the extent feasible, include adjacent viable farm lands, and exclude, to the extent feasible, nonviable farm land and non-farm land. The plan shall include only whole tax parcels in the proposed district. The county legislative body shall act to adopt or reject the proposal, or any modification of it, no later than one hundred eighty days from the date the proposal was submitted to this body. Upon the adoption of a plan, the county legislative body shall submit it to the commissioner. The commissioner may, upon application by the county legislative body and for good cause shown, extend the period for adoption and submission once for an additional thirty days. Where he or she does so, the county legislative body may extend the period for the report from the county planning board and/or the period for the report from the county agricultural and farmland protection board]~~ or may act to reject the proposal.

5. [a.] All plans that are adopted shall include: (a) a review period of eight years; (b) only whole tax parcels in the proposed district; and (c) to the extent feasible, include adjacent viable farm lands, and exclude, to the extent feasible, nonviable farm land and non-farm land.

6. Upon the adoption of a plan, the county legislative body shall submit it to the commissioner. Adopted plans shall be submitted within one year after receipt of a complete proposal as described in subdivision one of this section. The commissioner may, upon application by the county legislative body and for good cause shown, extend the period for submission once for up to six additional months.

7. The commissioner shall have sixty days after receipt of the plan within which to certify to the county legislative body whether the ~~[proposal, or a modification of the proposal,]~~ plan is eligible for districting, whether the area to be districted consists predominantly of viable agricultural land, and whether the plan of the proposed district is feasible, and will serve the public interest by assisting in maintaining a viable agricultural industry within the district and the state. The commissioner shall submit a copy of such plan to the ~~[commissioner of environmental conservation, who shall have thirty days within which to report his or her determination to the commissioner. A copy of such plan shall also be provided to the]~~ advisory council on agriculture. ~~[The commissioner shall not certify the plan as eligible for districting unless the commissioner of environmental conservation has determined that the area to be districted is consistent with state environmental plans, policies and objectives.]~~

6. a. ~~Within sixty days after the certification by the commissioner that the proposed area is eligible for districting, and that districting would be consistent with state environmental plans, policies and objectives, the county legislative body may hold a public hearing on the plan, except that it shall hold a public hearing if the plan was modified by the commissioner or was modified by the county legislative body after they held the public hearing required by paragraph e of subdivision two of this section and such modification was not considered at the~~

~~having general circulation in the area of the proposed district and individual notice, in writing, to those municipalities whose territories encompass the proposed district modifications, the persons owning land directly affected by the proposed district modifications, the commissioner, the commissioner of environmental conservation and the advisory council on agriculture. The proposed district, if certified without modification by the commissioner, shall become effective thirty days after the termination of such public hearing or, if there is no public hearing, ninety days after such certification unless its creation is disapproved by the county legislative body within such period. Provided, however, that if, on a date within the thirty days after the termination of such public hearing or, if there is no public hearing, within the ninety days after such certification, the county legislative body approves creation of the district, such district shall become effective on such date. Provided further, that notwithstanding any other provision of this subdivision, if the commissioner modified the proposal, the district shall not become effective unless the county legislative body approves the modified district; such approval must be given on a date within the thirty days after the termination of the public hearing, and the district, if approved, shall become effective on such date. Before approving or disapproving any proposal modified by the commissioner, the county legislative body may request reports on such modified proposal, from the county planning board and the county agricultural and farmland protection board.~~

7.] 8. If the commissioner certifies the plan of the proposed district pursuant to subdivision seven of this section, the district shall be created immediately upon certification.

9. Upon the creation of an agricultural district, the description thereof, which shall include tax map identification numbers for all parcels within the district, plus a map delineating the exterior boundaries of the district in relation to tax parcel boundaries, shall be filed by the county legislative body with the county clerk, the county director of real property tax services, and the commissioner. ~~[For all existing agricultural districts, the county clerk shall also file with the commissioner upon request the tax map identification numbers for tax parcels within these districts.]~~ The commissioner, on petition of the county legislative body, may, for good cause shown, approve the correction of any errors in materials filed pursuant to a district creation at any time subsequent to the creation of any agricultural district.

§ 7. Section 303-a of the agriculture and markets law, as added by chapter 357 of the laws of 1997, paragraph b of subdivision 2 as added, paragraph c of subdivision 2 as relettered, and clause (b) of subparagraph 3 of paragraph c of subdivision 2 and subdivision 3 as amended by chapter 213 of the laws of 2007, subdivision 4 as added by chapter 290 of the laws of 1999 and subdivision 5 as amended by chapter 120 of the laws of 2010, is amended to read as follows:

§ 303-a. Agricultural districts; review. 1. The county legislative body shall review any district created under ~~[this]~~ section three hundred three of this article ~~eight~~ ~~[, twelve or twenty]~~ years after the date of its creation ~~[, consistent with the review period set forth in the plan creating such district]~~ and at the end of every ~~eight~~ ~~[, twelve or twenty]~~ year period thereafter ~~[, whichever may apply. In counties with multiple districts with review dates in any twelve month period,~~

~~the commissioner, on petition of the county legislative body, may, for good cause shown, approve an extension of up to four years for a~~
CHAP. 35 6

~~district review. Thereafter, the extended review date shall be deemed the creation date for purposes of subsequent reviews by the county legislative body in accordance with this section. The review date of a district may not be extended more than four years. The petition of the county legislative body for an extension shall be submitted to the commissioner at least six months prior to the review date].~~

2. In conducting a district review the county legislative body shall:

a. provide notice of such district review by publishing a notice in a newspaper having general circulation within the district and by posting a notice on the home page of the county's website; posting such notice in at least five conspicuous places within the district; and providing such notice in writing by first class mail to those municipalities whose territory encompasses the district. The notice shall identify the municipalities in which the district is found and the district's total area; indicate that a map of the district will be on file and open to public inspection in the office of the county clerk and such other places as the legislative body deems appropriate; and notify municipalities and land owners within the district that they may propose a modification of the district by filing such proposal with the [county] clerk of the county legislature within thirty days [~~after~~] of the publication and posting and mailing of such notice;

b. direct the county agricultural and farmland protection board to prepare a report within forty-five days concerning the following:

(1) the nature and status of farming and farm resources within such district, including the total number of acres of land and the total number of acres of land in farm operations in the district;

(2) the extent to which the district has achieved its original objectives;

(3) the extent to which county and local comprehensive plans, policies and objectives are consistent with and support the district;

(4) the degree of coordination between local laws, ordinances, rules and regulations that apply to farm operations in such district and their influence on farming; and

(5) recommendations to continue, terminate or modify such district.

c. hold a public hearing [~~at least one hundred twenty days prior to the district review date and not more than one hundred eighty days prior to such date,~~] in the following manner:

(1) the hearing shall be held at a place within the district or otherwise readily accessible to the proposed district;

(2) a notice of public hearing shall be published in a newspaper having a general circulation within the district and posted on the home page of the county's website and shall be given in writing by first class mail to those municipalities whose territories encompass the district and any proposed modifications to the district; to persons, as listed on the most recent assessment roll, whose land is the subject of a proposed modification; and to the commissioner;

(3) the notice of hearing shall contain the following information:

(a) a statement of the time, date and place of the public hearing; and

(b) a description of the district, any proposed modifications and any recommendations of the county agricultural and farmland protection board.

3. a. The county legislative body, after receiving the report and recommendation of the county agricultural and farmland protection board,

and after public hearing, shall make a finding whether the district should be continued, terminated or modified. If the county legislative body finds that the district should be terminated, it may do so at the

end of such eight [~~twelve or twenty~~] year period [~~whichever may be applicable,~~] by filing a notice of termination with the county clerk and the commissioner.

b. The county legislative body may adopt any modification of the district review plan it deems appropriate.

c. If the county legislative body finds that the district should be continued or modified, it shall submit [a] the district review plan to the commissioner. The district review plan shall include a description of the district, including a map delineating the exterior boundaries of the district which shall conform to tax parcel boundaries; the tax map identification numbers for every parcel in the district; a copy of the report of the county agricultural and farmland protection board required by paragraph b of subdivision two of this section; and a copy of the testimony given at the public hearing required by paragraph c of subdivision two of this section or a copy of the minutes of such hearing.

4. The county legislative body shall complete the review process described in this section by either terminating, continuing, or modifying the district on or before the district's anniversary date. The commissioner may, upon application by the county legislative body and for good cause shown, extend the period for a district review once for up to six additional months. If the county legislative body does not act, or if a modification of a district is rejected by the county legislative body, the district shall continue as originally constituted, unless the commissioner, after consultation with the advisory council on agriculture, terminates such district, by filing a notice thereof with the county clerk, because[+]

~~a-~~ the area in the district is no longer predominantly viable agricultural land[~~+~~ or

~~b. the commissioner of environmental conservation has determined that the continuation of the district would not be consistent with state environmental plans, policies and objectives; provided, however, that if the commissioner certifies to the county legislative body that he or she will not approve the continuance of the district unless modified, the commissioner shall grant the county an extension as provided in subdivision one of this section to allow the county to prepare a modification of the district in the manner provided in this section].~~

5. Plan review, certification, correction of any errors and filing shall be conducted in the same manner prescribed for district creation in [~~subdivisions five, six and seven of~~] section three hundred three of this article.

§ 8. The agriculture and markets law is amended by adding a new section 303-c to read as follows:

§ 303-c. Consolidation of agricultural districts. Existing agricultural districts may be consolidated with an existing district undergoing review pursuant to and in the same manner prescribed for district review in section three hundred three-a of this article. The notice of public hearing required by subdivision two of section three hundred three-a of this article shall be given in writing by first class mail to those municipalities whose territories encompass the districts proposed to be consolidated; and to all persons, as listed on the most recent assessment roll, whose land is the subject of a proposed consolidation. In addition to the information required by subdivision two of section three

hundred three-a of this article, the notice of hearing shall identify the district into which the existing district or districts will be consolidated and the new anniversary date for the consolidated district.

§ 9. Section 304 of the agriculture and markets law is REPEALED.
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§ 10. Subdivision 1 of section 304-b of the agriculture and markets law, as amended by chapter 213 of the laws of 2007, is amended to read as follows:

1. The commissioner shall file a written report with the governor and the legislature on January first, two thousand eight and biennially thereafter, covering each prior period of two years, concerning the status of the agricultural districts program. Such report shall include, but not be limited to, the total number of agricultural districts, the total number of acres in agricultural districts, a list of the counties that have established county agricultural and farmland protection plans, and a summary of the agricultural protection ~~[planning]~~ grants program.

§ 11. Subparagraphs (ii) and (vi) of paragraph d of subdivision 1 of section 305 of the agriculture and markets law, as amended by chapter 385 of the laws of 1994, are amended to read as follows:

(ii) Whenever a conversion occurs, the owner shall notify the assessor within ninety days of the date such conversion is commenced. If the landowner fails to make such notification within the ninety day period, the assessing unit, by majority vote of the governing body, may impose a penalty on behalf of the assessing unit of up to two times the total payments owed, but not to exceed a maximum total penalty of ~~[five hundred]~~ one thousand dollars in addition to any payments owed.

(vi) The assessing unit, by majority vote of the governing body, may impose a minimum payment amount, not to exceed ~~[one]~~ five hundred dollars.

§ 12. Paragraph e of subdivision 1 of section 305 of the agriculture and markets law is REPEALED and paragraph f is relettered paragraph e.

§ 13. Paragraph b of subdivision 4 of section 305 of the agriculture and markets law is REPEALED.

§ 14. Paragraphs c, d, e and f of subdivision 4 of section 305 of the agriculture and markets law, paragraph c as amended by chapter 235 of the laws of 1995, paragraphs d and e as amended by chapter 797 of the laws of 1992 and paragraph f as amended by chapter 102 of the laws of 1998, are amended to read as follows:

~~[e-]~~ b. The agency, corporation or government proposing the action shall also, at least sixty-five days prior to such acquisition, construction or advance of public funds, file a ~~[final]~~ notice of intent with the commissioner and the county agricultural and farmland protection board. Such ~~[final]~~ notice shall include a detailed agricultural impact statement setting forth the following:

- (i) a detailed description of the proposed action and its agricultural setting;
- (ii) the agricultural impact of the proposed action including short-term and long-term effects;
- (iii) any adverse agricultural effects which cannot be avoided should the proposed action be implemented;
- (iv) alternatives to the proposed action;
- (v) any irreversible and irretrievable commitments of agricultural resources which would be involved in the proposed action should it be implemented;
- (vi) mitigation measures proposed to minimize the adverse impact of the proposed action on the continuing viability of a farm enterprise or

enterprises within the district;

(vii) any aspects of the proposed action which would encourage non-farm development, where applicable and appropriate; and

(viii) such other information as the commissioner may require.

The commissioner shall promptly determine whether the ~~[final]~~ notice is complete or incomplete. If the commissioner does not issue such determination within thirty days, the ~~[final]~~ notice shall be deemed complete. If the ~~[final]~~ notice is determined to be incomplete, the commissioner shall notify the party proposing the action in writing of the reasons for that determination. Any new submission shall commence a new period for department review for purposes of determining completeness.

~~[d.]~~ c. The provisions of ~~[paragraphs]~~ paragraph b ~~[and—e]~~ of this subdivision shall not apply and shall be deemed waived by the owner of the land to be acquired where such owner signs a document to such effect and provides a copy to the commissioner.

~~[e.]~~ d. Upon notice from the commissioner that he or she has accepted a ~~[final]~~ notice as complete, the county agricultural and farmland protection board may, within thirty days, review the proposed action and its effects on farm operations and agricultural resources within the district, and report its findings and recommendations to the commissioner and to the party proposing the action in the case of actions proposed by a state agency or public benefit corporation, and additionally to the county legislature in the case of actions proposed by local government agencies.

~~[f.]~~ e. Upon receipt and acceptance of a ~~[final]~~ notice, the commissioner shall thereupon forward a copy of such notice to the commissioner of environmental conservation and the advisory council on agriculture. The commissioner, in consultation with the commissioner of environmental conservation and the advisory council on agriculture, within forty-five days of the acceptance of a ~~[final]~~ notice, shall review the proposed action and make an initial determination whether such action would have an unreasonably adverse effect on the continuing viability of a farm enterprise or enterprises within the district, or state environmental plans, policies and objectives.

If the commissioner so determines, he or she may (i) issue an order within the forty-five day period directing the state agency, public benefit corporation or local government not to take such action for an additional period of sixty days immediately following such forty-five day period; and (ii) review the proposed action to determine whether any reasonable and practicable alternative or alternatives exist which would minimize or avoid the adverse impact on agriculture in order to sustain a viable farm enterprise or enterprises within the district.

The commissioner may hold a public hearing concerning such proposed action at a place within the district or otherwise easily accessible to the district upon notice in a newspaper having a general circulation within the district and posted on the home page of the department's website, and individual notice, in writing by first class mail, to the municipalities whose territories encompass the district, the commissioner of environmental conservation, the advisory council on agriculture and the state agency, public benefit corporation or local government proposing to take such action. On or before the conclusion of such additional sixty day period, the commissioner shall report his or her findings to the agency, corporation or government proposing to take such action, to any public agency having the power of review of or approval

of such action, and, in a manner conducive to the wide dissemination of such findings, to the public. If the commissioner concludes that a reasonable and practicable alternative or alternatives exist which would minimize or avoid the adverse impact of the proposed action, he or she shall propose that such alternative or alternatives be accepted. If the

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agency, corporation or government proposing the action accepts the commissioner's proposal, then the requirements of the notice of intent filing shall be deemed fulfilled. If the agency, corporation or government rejects the commissioner's proposal, then it shall provide the commissioner with reasons for rejecting such proposal and a detailed comparison between its proposed action and the commissioner's alternative or alternatives.

§ 15. Paragraphs g, h and h-1 of subdivision 4 of section 305 of the agriculture and markets law are relettered paragraphs f, g and h.

§ 16. Subdivisions 2, 3 and 4 of section 305-a of the agriculture and markets law are REPEALED.

§ 17. Section 305-b of the agriculture and markets law is renumbered section 305-c and a new section 305-b is added to read as follows:

§ 305-b. Agricultural data statement. 1. Submission, evaluation. Any application for a special use permit, site plan approval, use variance, or subdivision approval requiring municipal review and approval by a planning board, zoning board of appeals, town board, or village board of trustees pursuant to article sixteen of the town law or article seven of the village law, that would occur on property within an agricultural district containing a farm operation or on property with boundaries within five hundred feet of a farm operation located in an agricultural district, shall include an agricultural data statement. The planning board, zoning board of appeals, town board, or village board of trustees shall evaluate and consider the agricultural data statement in its review of the possible impacts of the proposed project upon the functioning of farm operations within such agricultural district. The information required by an agricultural data statement may be included as part of any other application form required by local law, ordinance or regulation.

2. Notice provision. Upon the receipt of such application by the planning board, zoning board of appeals, town board, or village board of trustees, the clerk of such board shall mail written notice of such application to the owners of land as identified by the applicant in the agricultural data statement. The notice shall include a description of the proposed project and its location, and may be sent in conjunction with any other notice required by state or local law, ordinance, rule or regulation for the project. The cost of mailing the notice shall be borne by the applicant.

3. Content. An agricultural data statement shall include the following information: the name and address of the applicant; a description of the proposed project and its location; the name and address of any owner of land within the agricultural district, which land contains farm operations and is located within five hundred feet of the boundary of the property upon which the project is proposed; and a tax map or other map showing the site of the proposed project relative to the location of farm operations identified in the agricultural data statement.

§ 18. Subparagraph (iii) of paragraph a and subparagraph (iv) of paragraph b of subdivision 2 of section 306 of the agriculture and markets law, as amended by chapter 680 of the laws of 1994, are amended to read as follows:

(iii) Whenever a conversion occurs, the owner shall notify the assessor within ninety days of the date such conversion is commenced. If the landowner fails to make such notification within the ninety day period, the assessing unit, by majority vote of the governing body, may impose a penalty on behalf of the assessing unit of up to two times the total

payments owed, but not to exceed a maximum total penalty of ~~[five hundred]~~ one thousand dollars in addition to any payments owed.

(iv) The assessing unit, by majority vote of the government body, may impose a minimum payment amount, not to exceed ~~[one]~~ five hundred dollars.

§ 19. Section 307 of the agriculture and markets law, as amended by chapter 235 of the laws of 1995 and as further amended by subdivision (d) of section 1 of part W of chapter 56 of the laws of 2010, is amended to read as follows:

§ 307. Promulgation of rules and regulations. The commissioner of taxation and finance and the commissioner are each empowered to promulgate such rules and regulations and to prescribe such forms as each shall deem necessary to effectuate the purposes of this article ~~[, and the commissioner is further empowered to promulgate such rules and regulations as are necessary to provide for the reasonable consolidation of existing agricultural districts with new agricultural districts or with other existing districts undergoing modification pursuant to section three hundred three of this article]~~. Where a document or any other paper or information is required, by such rules and regulations, or by any provision of this article, to be filed with, or by, a county clerk or any other local official, such clerk or other local official may file such document, paper, or information as he or she deems proper, but ~~he~~ shall also file or record it in any manner directed by the commissioner of taxation and finance, by rule or regulation. In promulgating such a rule or regulation, such commissioner shall consider, among any other relevant factors, the need for security of land titles, the requirement that purchasers of land know of all potential tax and penalty liabilities, and the desirability that the searching of titles not be further complicated by the establishment of new sets of record books.

§ 20. Subdivision 6 of section 309 of the agriculture and markets law, as added by chapter 79 of the laws of 1980, is amended to read as follows:

6. The advisory council on agriculture may ask other individuals to attend its meetings or work with it on an occasional or regular basis provided, however, that it shall invite participation by the chairman of the state soil and water conservation committee and the dean of the New York state college of agriculture and life sciences at Cornell university. The advisory council on agriculture shall set the time and place of its meetings, and shall hold at least ~~[four meetings]~~ one meeting per year.

§ 21. Subdivision 2 of section 483 of the real property tax law, as amended by chapter 540 of the laws of 2007, is amended to read as follows:

2. The term "structures and buildings" shall include: (a) permanent and impermanent structures, including trellises and pergolas, made of metal, string or wood, and buildings or portions thereof used directly and exclusively in the raising and production for sale of agricultural and horticultural commodities or necessary for the storage thereof, but not structures and buildings or portions thereof used for the processing of agricultural and horticultural commodities, or the retail merchandis-

ing of such commodities; (b) structures and buildings used to provide housing for regular and essential employees and their immediate families who are primarily employed in connection with the operation of lands actively devoted to agricultural and horticultural use, but not including structures and buildings occupied as a residence by the applicant and his immediate family; (c) structures and buildings used as indoor
CHAP. 35 12

exercise arenas exclusively for training and exercising horses in connection with the raising and production for sale of agricultural and horticultural commodities or in connection with a commercial horse boarding operation as defined in section three hundred one of the agriculture and markets law. For purposes of this section, the term "indoor exercise arenas" shall not include riding academies or dude ranches; (d) structures and buildings used in the production of maple syrup; (e) structures and buildings used in the production of honey and beeswax including those structures and buildings used for the storage of bees. For purposes of this section, this shall not include those structures or buildings and portions thereof used for the sale of maple syrup or sale of honey and beeswax. The term "structures and buildings" shall not include silos, bulk milk tanks or coolers, or manure storage ~~and~~, handling and treatment facilities as such terms are used in section four hundred eighty-three-a of this title.

§ 22. This act shall take effect immediately and shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after such date; provided, however, that section five of this act shall only apply to the creation of any agricultural district pursuant to section 303 of the agriculture and markets law commenced after such effective date and section six of this act shall only apply to the review of any agricultural district pursuant to section 303-a of the agriculture and markets law commenced after such effective date.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOHN J. FLANAGAN
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

Bill No.

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

I HEREBY CERTIFY that I have compared the foregoing Resolution, Resolution No. 120 - 2016, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of said original Resolution, which was duly adopted by the Westchester County Board of Legislators, of said County on November 1, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 2nd day of November, 2016.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

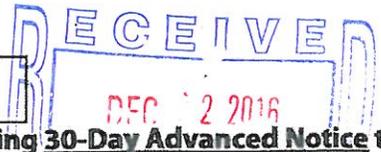




State Liquor Authority

OFFICE USE ONLY

Original Amended Date _____



Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 1 of 2 of Form)

1. Date Notice Was Sent: December 1, 2016 1a. Delivered by: Brian Moss

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License
 New Application Renewal Alteration Corporate Change Removal Class Change

For **New** applicants, answer each question below using all information known to date.
For **Renewal** applicants, set forth your approved Method of Operation only.
For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration.
For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.
For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the removal.
For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.



This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board:

3. Name of Municipality or Community Board: Somers

Applicant/Licensee Information

4. License Serial Number, if Applicable: _____ Expiration Date, if Applicable: _____

5. Applicant or Licensee Name: Brian Moss

6. Trade Name (if any): Unwined

7. Street Address of Establishment: 80 route 6 suite 203

8. City, Town or Village: Baldwin Place, NY Zip Code: 10505

9. Business Telephone Number of Applicant/Licensee: _____

10. Business Fax Number of Applicant/Licensee: _____

11. Business E-mail of Applicant/Licensee: unwinedny@gmail.com

12. Type(s) of Alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

13. Extent of Food Service: Full food menu; Full Kitchen run by a chef or cook Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment: _____

15. Method of Operation: (Check all that apply)
 Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke
 Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.): acoustic
 Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment
 Video/Arcade Games Third Party Promoters Security Personnel
 Other (specify): educational wine classes and tastings

16. Licensed Outdoor Area: (Check all that apply)
 None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 Sidewalk Cafe Other (specify): _____

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board
(Page 2 of 2 of Form)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located? Yes (If Yes SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village: State: Zip Code:
26. Business Telephone Number of Building Owner:

Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village: State: Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title

Signature: X _____

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

TOWN CLERK'S OFFICE

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

Town of Somers

WESTCHESTER COUNTY, N.Y.



PATRICIA KALBA
TOWN CLERK

*Dec Agenda
EC - TB TC TA
11/16/16 DP*

November 10, 2016

Geraldine Gilmore

Dear Geraldine:

Please be advised that your probationary appointment as Deputy Town Clerk will be terminated.

Your employment ends November 18, 2016 and is taken in accordance with the Westchester County Civil Service rules.

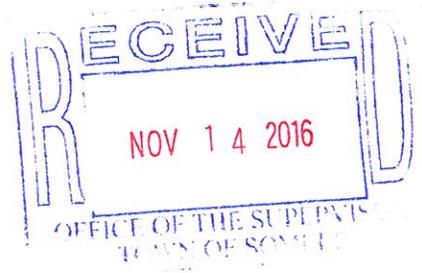
Sincerely,

Patricia Kalba
Town Clerk

PK/

cc: Supervisor
Westchester County Department of Human Resources

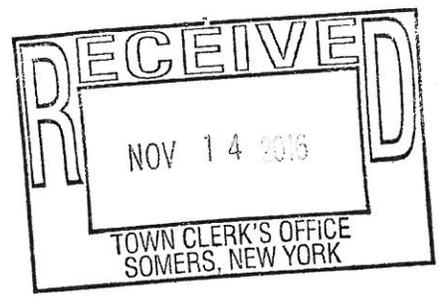
Dec Agenda
EC - TB TC TA
11/16/16 DJS



November 14, 2016

Ms. Kalba,

I am resigning, effective immediately.



Sincerely,

Regina Murdock

Regina Murdock

cc: Payroll

Highway Department

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

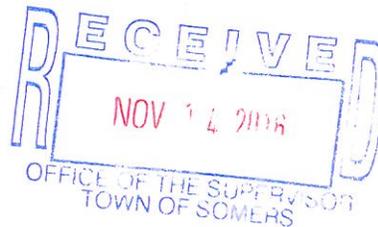
Town of Somers

250 RT. 100
P.O. BOX 281

WESTCHESTER COUNTY, N.Y.

THOMAS E. CHIAVERINI
Superintendent of Highways

LOUIS N. NOTO, JR.
Deputy Supt. of Highways



Memo To: Supervisor
Town Board

From: Thomas E. Chiaverini
Supt. of Highways

Date: November 10, 2016

Re: Frank Rende – Full Time

Please be advised that I hired Frank Rende Full Time as a Road Maintainer effective November 14, 2016 at an annual salary of \$50,304.00 which he will receive 90% of it for the first six months at an hourly rate of (21.7662). Then after the 26 week 95%, upon completion of one year of service the employee shall receive the full salary rate of pay.

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

Yours truly,

Thomas E. Chiaverini
Supt. of Highways

Cc: Finance Dept
Town Clerk

HISTORIC PROPERTIES BOARD

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

EMIL ANTONACCIO
CHAIRMAN



MEMO TO: Town Board

FROM: Historic Properties Board

RE: Request from Somers Historical Society

DATE: November 18, 2016

The Somers Historical Society sent the Somers Historic Properties Board a letter requesting that:

- a) The Town of Somers grant a lease for use of the Wright-Reis Homestead (house, outbuildings and site) to the Somers Historical Society similar to that for the use of the Third Floor of the Elephant Hotel.
- b) The Town of Somers transfer ownership of Caroline Wright Reis' possessions (contents of the house and outbuildings, with the exception of the two vehicles, 1917 Model T Ford and 1941 Nash, which are licensed and insured by the Town).



The Historic Properties Board requests that the Town Board authorize the Town Attorney to meet with Margaret Nicholson, Somers Historical Society's Attorney to prepare the necessary documents.

enclosure

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: November 10, 2016
To: Director of Finance T10(914)
From: Wendy Getting *wg*
Senior Office Assistant
RE: **Erosion Control Bond**
Jonathan Villani and Somers Development LLC Wetland Permit
TM: 16.05-1-1

Attached is a check in the amount of \$599.00 posted by North County Homes Inc., 156 Tomahawk Street, Yorktown Heights, NY 10598 Somers Development LLC, 125 King Street, Chappaqua, NY 10514 in payment of an Erosion Control Bond for Villani/Somers Development LLC.

Att.
cc: Town Board
Town Clerk

EP
TPI, TC
PAC agenda
PP #17

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

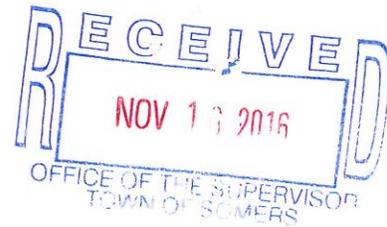
SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: November 16, 2016
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: Fabry Wetland Permit #W2014-31
TM: 47.20-1-12
Release of Erosion Control Bond
Check Received October 21, 2014



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

Please return to:

Dina Marie Fabry

SW/wg

cc: Town Clerk
Director of Finance
Dina Marie Fabry

cc: TB, TA, BT, 12/12, 15-2

Highway Department

Town of Somers

250 RT. 100
P.O. BOX 281

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

WESTCHESTER COUNTY, N.Y.

THOMAS E. CHIAVERINI
Superintendent of Highways

LOUIS N. NOTO, JR.
Deputy Supt. of Highways



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: DECEMBER 1, 2016

RE: AUTHORIZE BAD WEATHER/OVERTIME/ ADJUSTMENT

The Superintendent of Highways requests the Town Board to authorize Bad Weather-Overtime Adjustment to Deputy Highway Superintendent, Louis Noto in the amount of \$4,000.00 for 2016.

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

Yours truly,

Thomas E. Chiaverini
Supt. of Highways

10
12.10.14
BY
P.F.P.

Highway Department

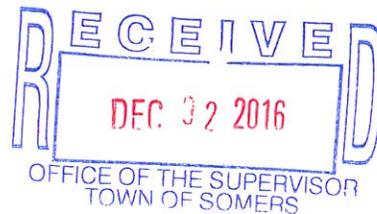
250 RT. 100
P.O. BOX 281

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

THOMAS E. CHIAVERINI
Superintendent of Highways

LOUIS N. NOTO, JR.
Deputy Supt. of Highways



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: DECEMBER 1, 2016

RE: AUTHORIZE BAD WEATHER/OVERTIME/ ADJUSTMENT

The Superintendent of Highways requests the Town Board to authorize Bad Weather-Overtime Adjustment to Catherine DiSisto Secretary to Highway Superintendent, in the amount of \$1,200.00 for 2016.

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

Yours truly,

Thomas E. Chiaverini
Supt. of Highways

cc: TP, TCE/A, MW, BD

Highway Department

Town of Somers

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MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: DECEMBER 2, 2016

RE: PERMISSION TO PURCHASE - NEW FUEL MASTER SYSTEM

The Superintendent of Highways requests permission to purchase a Fuel Master System from Optima Environment Services in the amount of \$13,125.40 as they had the lowest quote which includes the 10% off of the NJPA Contract with quotation attached.

THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

cc: Town Clerk



94 Stewart Avenue, Newburgh, NY 12550
(845) 561 - 1512 | Fax: (845) 561 - 1204
Optimaenv.com

Somers Highway Dept.
250 Route 100
Somers, NY 10589

October 20, 2016

SUBJECT: Install Customer Supplied FuelMaster

Dear Louis Noto,

We are pleased to offer the estimate outlined below.

- Remove existing Gasboy 1000
- Install customer supplied FuelMaster FMU-2500Plus, FuelMaster windows plus software, 60 Prokees, Prokee Encoder, Viking Box, Modem and Quick stop kit/FMU shut off
- Install software on customer's computer
- Up to 4 hours training on operation of FuelMaster

NOTES AND CONDITIONS

Proposal Cost: \$3,660.00/Prevailing Rate

1. The above price will be valid for 30 days from the date of this quotation
2. This proposal does not include costs associated with plans, surveys or permits.
3. Proposal assumes use of existing wires form Gasboy 1000 Management System
4. Price based on customer's computer being able to handle software
5. Any additional parts or delays due to existing equipment will be billed separately

TERMS AND SIGNATURES

Terms: Signed proposal and purchase order

Balance of the contract is due 30 days after completion of the project. Closure reports and required paperwork will be released upon final payment. Proposal does not include further DEC requirements for as-built drawings.

Sincerely,

Rusty Pernal
Optima Environmental Services Inc.

The above specifications, notes, terms and contract conditions are satisfactory, and the undersigned hereby authorize the performance of this work and is approved/authorized to contractually bind on behalf of the company.

Signature _____ Date _____



Official

CERTIFICATE OF MEMBERSHIP

Town of Somers

Member #119846

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively solicited contracts. The entity will save time by using NJPA contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.



A handwritten signature in black ink, appearing to read "Dr. Chad Coquette".

Dr. Chad Coquette, PhD, Executive Director / CEO

NJPAcoop.org • 888-894-1930

TC ETA
10/1
POLC
10/11/16
11/17/16

Highway Department

Town of Somers

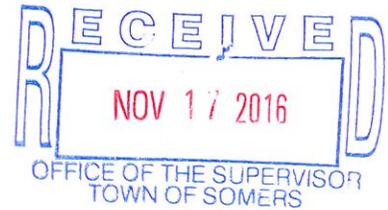
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THOMAS E. CHIAVERINI
Superintendent of Highways

LOUIS N. NOTO, JR.
Deputy Supt. of Highways



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: NOVEMBER 16, 2016

RE: 2017 MATERIAL — BIDS

I recommend that a resolution be passed accepting low bid for Highway Materials for 2017 with the exception of mileage deviations for all categories picked up (F.O.B.) by trucks furnished by the Town of Somers. As you can see Thalle Industries is lowest bidder on the Bituminous Concrete (FOB) by \$7.00, but located in Fishkill (vs) Peckham Materials located in Bedford please leave it up to the discretion of the Highway Superintendent when it is or is not cost effective based on the load quantities and wait times. Bituminous materials and asphalt concrete are subject to price adjustment formulas.

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


THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

cc: Town Clerk

2017
HIGHWAY MATERIAL

A	B	C	D	E	F	G
1	1		2017			
2						
3						
4			LIQUID BITUMINOUS ASPHALT	ONE MAN	ONE MAN	ONE MAN
5			PER GALLON		IMPERIAL ASPHALT	GORMAN
6				PECKHAM MATERIAL		
7						2.59
8				2.51	8.50	
9	A.		Asphalt Emulsions			2.05
10				2.30	8.50	
11	B.		Cationic Emulsions			
12					9.60	
13	C.		R.C. Cutbacks			
14				3.20	9.60	
15	D.		M.C. Cutbacks			
16				3.30	9.50	
17	E.		Penetration Asphalt			
18					9.05	
19	F.		R.C. Special			6.30
20				7.00	8.50	
21	G.		Tack coat emulsion applied			
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						

2017
HIGHWAY MATERIAL

2017	(2) BITUMINOUS CONCRETE PER TON	PECKHAM MATERIAL	THALLE	PACKAGE PAVEMENT
	BASE COURSE TYPE 1	72.00	65.00	
	DEL			
	BINDER COURSE TYPE 3	72.00	65.00	
	DEL			
	SHIM COURSE TYPE 5	83.00	75.00	
	DEL			
	TOP COURSE 6F3	72.00	65.00	
	DEL			
	TOP COURSE 6F3 WARM	75.00	65.00	
	DEL			
	12.5 MM SUPERPAVE TOP	72.00	65.00	
	DEL			
	TOP COURSE TYPE 7F	79.00	67.00	
	DEL			
	ASPHALTIC CONC CURB	83.00		
	DEL			
	ASPHALTIC CONC CURB -TYP 6FX			
	DEL			
	STOCKPILE WINTER MIX			105.00
	DEL			120.00

2017
HIGHWAY MATERIAL

(2) BITUMINOUS CONCRETE 2017	KECT	CLOVE EXCAVATORS	MONTESANO BROS	LAURA LI INSUSTRIES
LAI IN PLACE				
6F3 TOP COURSE LAID IN PLACE PER TON	86.00	89.00	104.43	128.00
6F3 TOP COURSE WARM LAID IN PLACE PER TON	89.00	92.00	107.85	131.00
12.5MM SUPERPAVE TOP LAID IN PLACE PER TON	88.00	90.00	105.57	129.00
TYPE 1 BASE COURSE LAID IN PLACE PER TON	86.00	89.00	102.15	125.00
TYPE 3 BINDER COURSE LAID IN PLACE PER TON	86.00	89.00	102.15	125.00
PRICE LAID IN PLACE PER SYD				
TYPE 6F3 TOP COURSE 2" OVER LAY PER SYD	13.00	13.00	11.75	14.25
1.5" OVER LAY PER SYD	13.00	12.40	8.81	10.75
TYPE 6F3 WARM MIX 2" OVER LAY PER SYD	15.00	16.00	12.35	14.75
1.5" OVER LAY PER SYD	15.00	15.40	9.10	11.00

2017
HIGHWAY MATERIAL

3A CRUSHED STONE						
2017						
CRUSHED STONE		PECKHAM	NICHOLAS	THALLE	WINGDALE	TILCON
BLUE STONE		MATERIAL	DOMAIN	INDUSTRIES	MATERIAL	
F.O.B.						
				18.50		21.75
1/4"	TON	18.00				28.27
	CYD	23.40				
3/8"	TON			18.50	18.75	21.75
	CYD					28.27
3/4"	TON			18.50	17.85	20.30
	CYD					26.39
1"	TON			18.50		
	CYD					
1 1/2"	TON		16.00	18.50	17.85	20.30
	CYD		20.80			26.39
4" TO 6"	TON		16.00	21.00	21.00	23.50
	CYD		20.80			35.25
LITE STONE FILL	TON			21.00	20.60	23.50
	CYD					35.25
MEDIUM STONE FILL	TON			30.00	24.50	
	CYD					
CRUSHER RUN	TON		12.25	18.00	17.85	17.50
	CYD		18.50			26.25
DELIVERED						
1/4"	TON	30.25		27.00		32.25
	CYD	39.60				41.92
3/8"	TON			27.00	27.75	32.25
	CYD				25.75	41.92
3/4"	TON			24.50		30.00
	CYD					39.00
1"	TON			27.00		
	CYD					
1 1/2"	TON		24.25	24.50	25.75	30.00
	CYD		31.50			39.00
4" TO 6"	TON		24.25	28.00	30.00	34.80
	CYD		31.50			52.20
LITE STONE FILL	TON			27.50	29.60	34.80
	CYD					52.20
MEDIUM STONE FILL	TON			40.00	33.50	
	CYD					
CRUSHER RUN	TON		21.15	25.00	25.75	27.60
	CYD		31.80			41.40

2017
HIGHWAY MATERIAL

3B 2017				
CRUSHED STONE LIMESTONE F.O.B.			NICHOLAS DOMAIN	PUTNAM MATERIAL
				TILCON
3/4"	TON	16.00	16.60	20.30
	CYD		21.60	26.39
1 1/2"	TON	16.00	16.60	20.30
	CYD		21.60	26.39
4" TO 6"	TON	16.00		22.50
	CYD			33.75
LITE STONE FILL	TON		22.45	22.50
	CYD		27.00	33.75
MEDIUM STONE FILL	TON		23.50	
	CYD		28.25	
CRUSHER RUN	TON	12.25	16.60	17.50
	CYD		21.60	26.25
CRUSHED STONE LIMESTONE DELIVERED				
3/4"	TON	24.25	23.60	30.00
	CYD		30.75	39.00
1 1/2"	TON	24.25	23.60	30.00
	CYD		30.75	39.00
4" TO 6"	TON	24.25		33.80
	CYD			50.70
LITE STONE FILL	TON		30.50	33.80
	CYD		36.60	50.70
MEDIUM STONE FILL	TON		31.50	
	CYD		37.80	
CRUSHER RUN	TON	21.25	23.75	27.60
	CYD		30.75	41.40

2017
HIGHWAY MATERIAL

7 WASHED GRAVEL				
2017				
WASHED GRAVEL		NICHOLAS	RED WING	
F.O.B.		DOMAIN		
3/8"	TON	13.50	18.00	
	CYD.	20.50	21.60	
3/4"	TON	16.00	18.00	
	CYD.	20.80	21.60	
1 1/2"	TON	16.00	18.00	
	CYD.	20.80	21.60	
WASHED GRAVEL				
DELIVERED				
3/8"	TON	22.00	26.00	
	CYD.	28.75	31.00	
3/4"	TON	24.25	26.00	
	CYD.	31.50	31.00	
1 1/2"	TON	24.25	26.00	
	CYD.	31.50	31.00	

2017
HIGHWAY MATERIAL

9A&B ITEM #4 2017	PECKHAM MATERIAL	NICHOLAS DOMAIN	THALLE INDUSTRIES	PUTNAM MATERIALS	WINGDALE MATERIALS	TILCON
F.O.B.						
ITEM #4 SHOULDER STONE			15.00		13.95	
BLUE	TON		21.00		21.60	
ITEM #4 1"(-) TRAP ROCK	CYD					
ITEM #4 1" (-) WHITE	TON	12.75		13.60		
LIMESTONE	CYD	19.10		21.00		
RECYCLED ITEM 4				7.50		
	TON			11.60		
	CYD					
DELIVERED						
Item #4 1" (-) BLUE	TON		22.00		22.95	27.60
TRAP ROCK	CYD		31.00		35.50	41.40
RECYCLED ITEM 4				15.50		
	TON			23.25		
	CYD					
Item #4 1" (-) WHITE	TON	20.90		21.75		
LIMESTONE	CYD	31.25		33.75		
RECYCLED ITEM 4 F.O.B BEDFORD 7.50 PER TON						
RECYCLED ITEM 4 DELIVERED FROM BEDFORD 12.25 PER TON						
MIN. 40 TON TRAILER DELIVERED						

2017
HIGHWAY MATERIAL

10	GUIDE RAIL AND POST INSTALLATION 2017	CHEMUNG SUPPLY	EXPANDED SUPPLY
1	COMPLETE LAYOUT AND INSTALLATION OF GUIDE RAIL and posts per New York State Specifications W BEAM -12' 6" spacing of posts PER FOOT W BEAM - 6' 3" spacing of posts PER FOOT BOX BEAM - 6' 3" spacing of posts PER FOOT	8.50	N/B
2	Corrugated beam type guide rail - punched 6' 3" PER FOOT	6.05	5.92
3	Corrugated beam type guide rail - punched 6' 3" curved to 50' radius and up EACH curved 40' to 50' radius EACH curved 30' to 39' radius EACH curved 20' to 29' radius EACH	99.40 99.40 99.40 99.40	101.39 101.39 101.39 101.39
4	Corrugated beam type guide rail - length 13' 6-1/2" EACH (shop curved rail) (approach and terminal)(rotation 90 degrees)	118.60	119.59
5	3" X 2-3/8" I intermediate guide rail posts length 5' 3" EACH	52.80	47.35
6	Flared type terminal sections 12 gauge EACH	23.00	30.00
7	Wrap around type terminal sections 12 gauge EACH	46.20	38.15
8	Concrete anchor unit with all necessary hardware EACH	525.00	837.50
9	Galvanized splice bolts 1-1/4" x 5/8" EACH	0.90	0.95
10	Galvanized posts bolts 5/16" x 1-3/4" w/washer/nuts EACH	0.90	0.95
11	Galvanized post bolts 2" x 5/8" EACH	0.90	0.95
12	Galv. Support bolts 1/2" x 1-1/2", 2 nuts, no washers EACH	0.90	0.95
13	6" x 6" x 24' box beam type guide rail including self angle, splice plates, nuts and bolts PER FT.	37.20	35.00
14	6" X 6" box beam type guide rail curved to special radius PER FT.	46.40	44.00
15	6" X 6" box beam type guide rail shop cuts and mitered curved rail PER FT.	59.65	59.00
16	6" x 6" box beam guide rail and sections EACH	444.00	392.00
17	3" I beam guide rail posts 5'3" long intermediate type post for box beam rail EACH	56.10	48.00
18	3" I beam guide rail posts 3' 8" long end type post for box beam rail EACH	48.44	57.50 SLOTS 45.00 HOLES
19	12'6" Galvanized Driveway Turndowns EACH	124.10	126.09

2017
HIGHWAY MATERIAL

		CHEMUNG SUPPLY	EXPANDED SUPPLY
	CORRUGATED BOX BEAM AND GUIDE RAIL MATERIALS MEETING MAYARI SPECIFICATIONS 2017		
20	Mayari corrugated beam type guide rail-punched 6'3" PER FT.	9.10	8.20
21	Mayari corrugated beam type guide rail-punched 6'3" curved to special radius:		
	Curved to 50' radius and up EACH	136.05	125.00
	Curved 40' to 50' radius EACH	136.05	125.00
	Curved 30' to 39' radius EACH	136.05	125.00
	Curved 20' to 29' radius EACH	136.05	125.00
22	Mayari Corrugated beam type guide rail - length 13' 6-1/2" (shop curved rail) (approach and terminal) (rotation 90 degrees) EACH	136.05	129.50
23	3" x 2-3/8" Mayari I intermediate guide rail posts - length 5' 3" EACH	59.08	N/B
24	Mayari flared type terminal sections 12 gauge EACH	39.05	37.00
25	Mayari wrap around type terminal sections 12 ga. EACH	58.05	47.00
26	6" X 6" X 24' Mayari box beam type guide rail including selfangle, splice plates, nuts & bolts PER FT.	N/B	N/B
27	6" X 6" Mayari box beam type guide rail curved to special radius PER FT.	N/B	N/B
28	6" X 6" Mayari box beam type guide rail shop cuts and mitered curved rail PER FT.	N/B	N/B
29	6" X 6" Mayari box beam guide rail end sections EACH	N/B	N/B
30	3" Mayari I beam guide rail posts 5' 3" long intermediate type posts for box beam guide rail. The bottom portion of the I beam post that is placed into the ground will be Hot dipped galvanized EACH	N/B	N/B
31	3" Mayari I beam guide rail posts 3' 8" long end type posts for box beam guide rail EACH	N/B	N/B
32	'12'6" Mayari Driveway Turndown EACH	N/B	137.50

2017
HIGHWAY MATERIAL

15B PIPE 2017		CHEMUNG SUPPLY
DIA.	GA.	
6"	18	13.00
12"	16	16.00
15"	16	19.00
18"	16	32.00
24"	14	63.00
36"	12	75.00
42"	12	85.00
48"	12	100.00
54"	12	111.00
60"	12	
15B CONT'D.		
METAL PIPE		
6" Perforated (18 gauge)		
15B		
ALUMINUM Solid or Perforated		
DIA.	GA.	
6"	18	
12"	16	
15"	16	
18"	16	
24"	14	
36"	12	
42"	12	
48"	12	
54"	12	
60"	10	

2017

HIGHWAY MATERIAL

16A PRECAST CATCH BASINS	2017	M&M PRECAST	EXPANDED SUPPLY
SUMPS WITH 6" WALLS			
OUTSIDE DIMENSIONS 56"x 45"		638.00	613.00
INSIDE DIMENSIONS 44" x 33"		660.00	643.00
KNOCKOUT DIMENSIONS 24" - 36"		299.00	262.00
TYPE A 36" SUMP	COM B.COST	322.00	293.50
TYPE B 48" SUMP	COM B.COST	66.00	
TYPE A & B SUMP EXTENSIONS	PER UNIT	76.00	
SUMP EXTENSION (RISER) 2"	PER UNIT	83.00	
SUMP EXTENSION (RISER) 4"	PER UNIT	117.00	105.00
SUMP EXTENSION (RISER) 6"	PER UNIT	192.00	185.00
SUMP EXTENSION (RISER) 12"	PER UNIT	299.00	289.00
SUMP EXTENSION (RISER) 24"	PER UNIT	299.00	295.00
SUMP BOTTOM 12" WITHOUT KNOCKOUTS	PER UNIT	299.00	295.00
SUMP BOTTOM 24" WITHOUT KNOCKOUTS	PER UNIT		

2017
HIGHWAY MATERIAL

18 REFLECTORIZED YELLOW & WHITE PAVEMENT MARKING PAINT	2017																																					
Unit Price per mile - Double Yellow Center Lines - 4" wide per stripe - 25 miles + or - first application																																						
Up to 5 miles + or - second application -																																						
Unit Price Per Mile																																						
Unit Price per mile - Single White Edge Line - 4" wide stripe																																						
Unit Price Per Lane Mile - one side																																						
Unit Price Per Mile - Both sides																																						
STOP LINE: 12in WIDE: PER L.F.																																						
STOP LINE: 18in WIDE: PER L.F.																																						

2017
HIGHWAY MATERIAL

19		Hi-Way Safety System	Safety Marking
EPOXY REFLECTORIZED PVMIT MARKINGS			
PER SPECIFICATIONS			
Unit price per linear foot			
Double Yellow Center Line		0.43	0.439
4" wide per stripe			
4" Yellow - Price Per L.F.			
Unit price per linear foot -			
Single White Edge Line		0.215	0.218
4" wide per stripe			
4" White - Price per L.F.			
STOP BARS/CROSS WALK - Price per S.F.			
		2.25	2.38
STOP LINE: 12IN WIDE PER L.F.			
		2.25	2.35
STOP LINE: 18IN WIDE PER L.F.			
		2.65	2.69
ARROW (each)			
		58.00	55.00
HANDICAP PARKING (each)			
		60.00	59.00
REMOVAL OF LINE(S) - Price per S.F.			
		0.95	0.98
6 FOOT LETTERING			
		40.00	50.00
PRICE PER 6FT LETTER			

	B				
1					
2	BITUMINOUS ASPHALT PAVEMENT/HEATING & SCARIFYING				
3					
4	HIGHWAY REHABILITATION COPR.				
5					
6					
7	QUANTITY	WITH ROLLER		WITHOUT ROLLER	
8					
9	Under 5,000 s.y. 3/4 to 2" depth	N/B	per s.y.	N/B	per s.y.
10					
11	Over 5,000 <10,000 s.y.	N/B	per s.y.	N/B	per s.y.
12					
13	Over 10,000 <20,000 s.y.	5.98	per s.y.	5.87	per s.y.
14					
15	Over 20,000 <40,000 s.y.	4.91	per s.y.	4.80	per s.y.
16					
17	Over 40,000 s.y.	4.76	per s.y.	4.65	per s.y.
18					
19					
20	*CONTRACTOR MUST SUPPLY TRAFFIC CONTROL				

2017
HIGHWAY MATERIAL BIDS

	A	B	C	D	E
1					
2	RECLAMATION LLC				
3			RECLAMATION/RECYCLING		RECLAMATION/RECYCLING
4					SHAPING GRADING & COMPACTING
5					
6			UNIT PRICE/SQUARE YARD		UNIT PRICE/SQUARE YARD
7	DEPTH OF CUT				
8			1.12		2.10
9	0" TO 4"		1.14		2.12
10	5" TO 8"		1.25		2.30
11	9" TO 12"		1.40		2.45
12	13" TO 15"		1.50		2.55
13	16" TO 18"				
14			UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
15					
16			1.35		1.50
17	CALCIUM CHLORIDE				
18					
19			UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
20					
21			2.50		2.90
22	EMULSIFIED ASPHALT				
23			UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
24					
25			UNIT PRICE/PER GALLON		UNIT PRICE/PER GALLON
26	FOAMED ASPHALT		2.85		3.20
27					
28			PER HOUR		PER MOVE
29					
30	RECLAIMER		540.00		
31	GRADER (CAT 12 OR EQUAL)		180.00		
32	VIBRATORY ROLLER (10-12 TON)		160.00		
33	PNEUMATIC-TIRED ROLLER 25 TON		160.00		
34	WATER TRUCK-PRESSURE SYSTEM		150.00		
35	MOBILIZATION OF EQUIP. MOVE IN/OUT				825.00

2017
HIGHWAY MATERIAL BIDS

Line Item	Square Rectangular Diamond Size	Cost			CostPer			Cost			CostPer		
		Non-Standard DOT Sign Engineer Grade	DOT Sign Hi Intensity	Non-Standard DOT Sign Hi Intensity	Non-Standard DOT Sign Engineer Grade	DOT Sign Hi Intensity	Non-Standard DOT Sign Engineer Grade	Non-Standard DOT Sign Hi Intensity	DOT Sign Hi Intensity	Non-Standard DOT Sign Engineer Grade	DOT Sign Hi Intensity	Non-Standard DOT Sign Hi Intensity	
		Glenco Supply	Glenco Supply	Glenco Supply	Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures	Traffic Lane Closures		
1A	12"x6"	8.00	8.00	8.00	5.51	5.51	5.80	5.51	5.80	5.80	5.80		
1	18"x6"	10.00	10.00	10.00	7.29	7.29	7.73	7.29	7.73	7.73	7.73		
2	18 x12"	11.75	11.75	11.75	11.11	11.11	11.99	11.11	11.99	11.99	11.99		
3	18" x 18"	16.00	16.00	16.00	14.75	14.75	16.07	14.75	16.07	16.07	16.07		
4	18" x 24"	21.00	21.00	21.00	18.09	18.09	21.04	18.09	21.04	21.04	21.04		
5	18" x 30"	26.25	26.25	26.25	24.37	24.37	26.58	24.37	26.58	26.58	26.58		
6	18" x 36"	31.22	31.22	31.22	28.55	28.55	31.79	28.55	31.79	31.79	31.79		
7	24" x 8"	13.00	13.00	13.00	10.29	10.29	11.07	10.29	11.07	11.07	11.07		
8	24" x 12"	14.10	14.10	14.10	13.08	13.08	14.26	13.08	14.26	14.26	14.26		
9	24 x 24"	28.05	28.05	28.05	26.08	26.08	28.44	26.08	28.44	28.44	28.44		
10	24" x 30"	35.00	35.00	35.00	32.18	32.18	35.12	32.18	35.12	35.12	35.12		
11	24" x 36"	42.40	42.40	42.40	38.98	38.98	42.51	38.98	42.51	42.51	42.51		
12	24" x 48"	56.90	56.90	56.90	53.13	53.13	57.84	53.13	57.84	57.84	57.84		
13	30" x 30"	45.00	45.00	45.00	42.02	42.02	45.11	42.02	45.11	45.11	45.11		
14	30" x 36"	53.50	53.50	53.50	50.24	50.24	54.06	50.24	54.06	54.06	54.06		
15	36" x 12"	21.20	21.20	21.20	20.21	20.21	21.39	20.21	21.39	21.39	21.39		
16	36" x 36"	63.50	63.50	63.50	58.74	58.74	64.04	58.74	64.04	64.04	64.04		
17	36" x 48"	84.50	84.50	84.50	77.93	77.93	84.99	77.93	84.99	84.99	84.99		
18	48" x 30"	71.50	71.50	71.50	65.74	65.74	71.62	65.74	71.62	71.62	71.62		
19	48" x 48"	112.00	112.00	112.00	103.19	103.19	112.60	103.19	112.60	112.60	112.60		
20	60" x 24"	79.00	79.00	79.00	66.00	66.00	71.88	66.00	71.88	71.88	71.88		

TA 70: TC
12/15

FINANCE OFFICE

TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

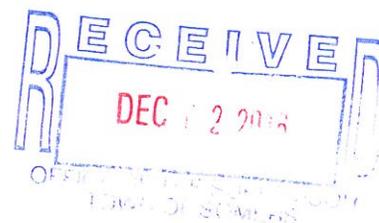
Telephone
(914) 277-4394

FAX
(914) 277-3788

EMAIL
finance@somersny.com

Town of Somers

WESTCHESTER COUNTY, N.Y.



ROBERT KEHOE
DIRECTOR OF FINANCE

To: Town Board

From: Robert Kehoe, Director of Finance *RK*

Date: December 1, 2016

Re: Capital Project Budgets:
 1. Air Conditioning Replacements- Police Station and Town House
 2. Equipment Bond
 3. Paving
 4. East of Hudson Watershed Coalition Grant

I request that the Town Board adopt the following budget for the Air Conditioning replacement at the Police Station and Town House performed by C.F. Air and funded by the General Fund:

Revenue:		
57.0057.5030	Transfers from Other Funds	\$25,700
Appropriations:		
57.3097.0400	Police Station Contractual	\$12,850
57.8662.0402	Improvements Town House	\$12,850

I request that the Town Board adopt the following budget for the Equipment Bond used to purchase Equipment for the Highway and General Funds:

Revenue:		
57.0057.5710	Bond Proceeds	\$350,000
57.0057.5030	Transfers from Other Funds	\$15,000
Appropriations:		
57.8662.0403	Equipment	\$361,500
57.8662.0400	Administration Fees	\$3,500

Equipment costs in excess of \$350,000 to be covered by the Highway and General Funds.

I request the Town Board to adopt the following budget for Paving initially funded by the Highway Fund and the General Fund to be reimbursed from a Bond/BAN:

Revenue:		
54.0054.5710	Bond Proceeds	\$1,000,000
Appropriations:		
54.5110.0405	Paving	\$975,000
54-5110.4	Contractual (Issuance Costs)	\$25,000

I request the Town Board to adopt the following budget for the \$325,000 East of Hudson Watershed Coalition grant the Town is managing on behalf of the coalition for years 6-10 of the Stormwater Plan:

Revenue:		
60.060.3090	CK WIC Aid	\$325,000
Appropriations:		
60.5197.0400	CK WIC Contractual	\$325,000

CC: Town Clerk

17B, TA, TC
RCNY 12/16
PRD

FINANCE OFFICE

TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-4394

FAX
(914) 277-3788

EMAIL
finance@somersny.com

Town of Somers
WESTCHESTER COUNTY, N.Y.



ROBERT KEHOE
DIRECTOR OF FINANCE

To: Town Board
From: Robert Kehoe, Director of Finance *RK*
Date: December 2, 2016
Re: 2016 Overtime/Out of title pay

I am requesting the Town Board to approve the following overtime /out of title payments for 2016 as previously discussed with the Board:

Teresa Stegner	\$1,500
Robert Kehoe	\$1,500
Steve Ralston	\$1,500
Adam Smith	\$1,500
Janice Mulholland	\$1,500
Chief Driscoll	\$1,500

These payments will be covered from the Contingency budget line.

CC: Town Clerk

OFFICE OF THE SUPERVISOR

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

RICK MORRISSEY
SUPERVISOR

AGENDA



November 23, 2016

TO: Town Board
FROM: Rick Morrissey
RE: Budget Transfers and Modifications

Authorize the following Transfer of Funds & Budget Modifications.

FUND/ ACCOUNT CODE	FROM	TO	AMOUNT	REASON
HIGHWAY	002.9040.0800 WORKERS COMP	TRANSFER TO CAPITAL FUND 002.9950.0940	\$2,400.00	To Cover legal and other cost associated with Equipment Bond.
HIGHWAY	001.9060.0800 Health Insurance	001.1660.0400 (\$750.00) Shared Services 001.1930.0400 (\$5.100) Refunds Tax Payments 001.8020.0400 (\$20,000 Planning-Contractual 001.8160.0400 Town Cleanup (\$350) 001.9040.0800 Workers Comp (\$25,000)	\$51,200.00	TO COVER YEAR- END BUDGET SHORTFALLS

General	001.9950.0930 Transfer to Debt Service	001.9950.0900 Transfer to Capital Fund	\$30,000	To cover Legal and other cost associated with Equipment Bond and Cost of Air Conditioning replacement at Town House and Police Department.
Windsor Farms Water District	049.049.0909 Fund Balance- Unreserved	049.8320.0400 Water Supply Contractual	\$4,170.04	Shared cost of the NJWW Storage Tank Project
Amawalk Heights Walk District	050.050.0909 Fund Balance - Unreserved	050.8320.0400 Water Suplly Contractual	\$12,510.12	Shared cost of the NJWW Storage Tank Project
Amawalk Shenorock Water District	051.051.0909 Fund Balance - Unreserved	051.8320.0400 Water Supply Contractual	\$118,968.84	Shared cost of the NJWW Storage Tank Project

11/23/2016 11:37 AM

Z:\Supervisor\bditieri\BUDGET MODIFICATION.docx

2016

Budget Transfer

From:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
Highway	002.9040.0800	Workers Comp	\$2,400

To:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
Highway	002.9950.0940	Transfer to Capital Fund	\$2,400

Explanation:

To cover 2016 legal and other costs associated with Equipment Bond.



Superintendent of Highways

Date: 11/23/16

2016

Budget Transfer

From:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
General	001.9060.0800	Health Insurance	\$51,200

To:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
General	001.1660.0400	Shared Services	\$750
	001.1930.0400	Refunds-Tax Payments	\$5,100
	001.8020.0400	Planning-Contractual	\$20,000
	001.8160.0400	Town Cleanup	\$350
	001.9040.0800	Workers Comp	\$25,000

Explanation:

To cover 2016 year-end budget shortfalls.



Director of Finance

Date: 11/23/16

2016

Budget Transfer

From:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
General	001.9950.0930	Transfer to Debt Service Fund	\$30,000

To:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
General	001.9950.0900	Transfer to Capital Fund	\$30,000

Explanation:

To cover 2016 legal and other costs associated with Equipment Bond and cost of Air Conditioning replacement at Town House and Police Department.


Director of Finance

Date: 11/23/16

**Windsor Farms Water District
2016 Modification**

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
049	049.049.0909	Fund Balance – Unreserved	4,170.04

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
049	049.8320.0400	Water Supply Contractual	4,170.04

EXPLANTION:

Shared cost of the Northern Westchester Joint Water Works Storage Tank Project

Authorized Signature:  Date: November 22, 2016

**Amawalk Heights Water District
2016 Modification**

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
050	050.050.0909	Fund Balance – Unreserved	12,510.12

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
050	050.8320.0400	Water Supply Contractual	12,510.12

EXPLANTION:

Shared cost of the Northern Westchester Joint Water Works Storage Tank Project

Authorized Signature:  Date: November 22, 2016

**Amawalk - Shenorock Water District
2016 Modification**

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
051	051.051.0909	Fund Balance - Unreserved	118,968.84

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
051	051.8320.0400	Water Supply Contractual	118,968.84

EXPLANTION:

Shared cost of the Northern Westchester Joint Water Works Storage Tank Project

Authorized Signature:  Date: November 22, 2016

RDM Computer Consultants, Inc. Annual Service Agreement

3 Bisbee Lane South Salem, NY 10590
914.582.8637
raymaggi@optonline.net

10.10.16

Town of Somers
335 Route 202
Somers, NY 10589

Executive Summary

RDM Computer Consultants, Inc. will provide Town of Somers with small business computer consulting services. In consideration for your one year commitment, which starts on January 1st 2017 and ends December 31st 2017, RDM will provide IT consulting, network, file server and desktop support for Town of Somers computer system.

As part of the contract, RDM will provide one scheduled full day service call per month to update the file servers and desktops with the newest service packs, updates, virus protection, and spyware definitions. The service call will also include installing any software updates, training, as well as troubleshooting any network, file server and desktop issues. Telephone and email support is also included. Cost of the contract is \$1,400 per month for the 2017 calendar year.

RDM will provide remote access to the file servers and desktops via a virtual private network or remote desktop application to troubleshoot and resolve issues that occur on a daily basis. After hours and emergency service is available for the duration of the contract. These services are billable at the current hourly rate.

For specific figures and terms of our agreement, signed by you and I, please refer to the attached Letter of Engagement.

Letter of Engagement for Annual Service Agreement

This Letter of Engagement supercedes all prior agreements between the parties. Any mutually acceptable and authorized Change Orders will be appended to this Letter of Engagement and supercede, as necessary, the corresponding elements in this letter.

This agreement is between the following parties: Town of Somers hereinafter referred to as Client, and RDM Computer Consultants, Inc., hereinafter referred to as RDM.

Tasks

A) Monthly On Site Visits – Each file server will be updated to the most current service pack, security fixes, and updates. Antivirus servers will be checked to make sure all virus definitions are up to date and virus free. Backup software and logs will be examined to make sure backups are current and successful. Event logs will be checked for operating system and application errors. Desktops will be examined for virus and spy ware activity. Any other IT related problems could also be addressed at this time.

B) Telephone / email Support – There is no charge for telephone and email support for clients under the annual support agreement.

C) Remote Support – VPN and remote desktop support is available at the current hourly rate under the contract.

D) Service Calls – Clients can schedule a service call at any time for additional work that cannot wait until the monthly onsite visit. The current contract hourly rate applies.

Time

The service contract, which includes one full day on site visit, is \$1,400 per month in the 2017 calendar year. The hourly rate for service that extends beyond the contract will be \$140 per hour for desktop and network/server support for clients who purchase the annual service agreement. Specialty consulting services will be estimated on a per project basis. It should be noted that hourly project estimates are not a fixed-price commitment and are only an estimate, based on needs analysis and network design.

Materials

Due to the volatile nature of the industry, estimates for hardware, software, peripherals and procured services are not a fixed-price commitment and are only estimates, based on needs analysis and network design. Prices and specifications are subject to revision at the time of ordering. Client will be notified verbally, or in writing upon request, of any material differences before proceeding.

Terms

- A) Minimum Charges – One hour minimum for on-site service, after hour service, emergency service, and remote support.
- B) Terms for Services - Client agrees to bear full responsibility and reimburse RDM for any and all collection costs incurred due to Client's non-payment or late payment of fees and other costs enumerated herein. Such collection costs may include but are not limited to, attorney fees and court costs.
- C) Rate Lock – Hourly billing rate will be held at \$140 for desktop and server service through 2017.
- D) Software Licensing – RDM does not support unlicensed software. Client represents that all installed software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying RDM of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.
- E) Recruiting or Hiring of RDM Staff and Contractors – Client agrees to not recruit or hire or retain any RDM staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through RDM during the duration of RDM's servicing client and for a period of 12 months thereafter.
- F) Sanctity of Administrator Password – Client agrees that all reasonable attempts will be made to ensure only authorized and properly trained Client employees are privy to the current administrator password(s). RDM recommends that a minimum of two Client employees, but no more than three, be entrusted with this responsibility. In addition, Client agrees that these authorized employees who have access to administrator password(s) will be available for both initial and ongoing training with RDM staff.
- G) Risk of Data Loss -- Client assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by RDM. Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by RDM. Client hereby releases RDM from any claim or liability related to data loss for any reason whatsoever.
- H) Computer Viruses – RDM agrees to take all reasonable measures to protect Client's computer systems from computer viruses, including installation and maintenance of the latest versions of anti-virus software. Client assumes all risk of computer viruses and will not hold RDM responsible. Client is responsible for the costs of consulting time and materials required to remove any computer viruses.

I) Indemnification -- Client shall indemnify and hold harmless RDM from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of RDM, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

J) Jurisdiction -- The laws of The United States of America and the state of New York shall govern this agreement, its terms and conditions. Client agrees that the proper forum for any claim arising under this agreement shall be in the state of New York.

K) Termination of Contract – The contract may be cancelled at any time by either party although there will be no refunds for early termination for clients who wish to prepay or pay on an annual basis.

L) Equipment – Client is responsible for the cost and replacement of all hardware components that are not covered under the original manufacturer warranty including servers, workstations, printers, routers, etc. RDM will assist in the repair and replacement of such items either during a scheduled on site visit or during a paid service call.

M) Software – RDM will support all Client software including Microsoft Windows operating systems, Microsoft Office, Antivirus, etc. that are installed on file servers and workstations. Third party and custom software will also be supported. Access to the vendor's support staff may be necessary and support contracts with these vendors is highly recommended.

Principal Contacts

- A) Primary Financial Contact (authorized signer) – Tammi Savva
- B) Primary Technical Contact (Client on-site project manager, responsible for prioritization of projects and tasks, authorization to schedule work and act on-behalf of Primary Financial Contact) – Tammi Savva
- C) Billing Contact (invoices will be sent to this person at address listed above) – Tammi Savva

Enforceability of Surviving Parts

- A) Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- B) Entire Understanding – This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- C) Unenforceability of Provisions – If any provision of this Agreement, or any portion thereof, is held to be invalid and un-enforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Approval

Please sign below to indicate your approval and return (2) copies at your earliest convenience. An executed copy will be returned to you within 7 days.

Client Acceptance

Signature

Print Name

Date

RDM Computer Consultants, Inc. Acceptance

Signature

Print Name

Date



Via e-mail: mtierney@somersny.com



November 7, 2016

Ms. Maria Tierney
Town of Somers
335 Route 202
Somers, NY 10589

Re: Safety Services

Dear Ms. Tierney:

In response to your request to our office, we are providing your organization with a proposal to provide miscellaneous safety services.

Pro Safety Services is an all-inclusive safety management company providing safety services to general industry, manufacturing and construction since 1998. The Pro Safety staff includes Certified Safety Professionals, a Certified Industrial Hygienist, Site Safety Managers, Site Safety Coordinators, Concrete Safety Managers, Construction Safety & Health Technicians, and OSHA safety trainers.

Proposal - Pro Safety will provide the following services:

PESH Consultation,
Conduct Training as directed by Somers
Development of safety policies and procedures

Fee: \$80.00 per hour

If these terms are acceptable, please sign the enclosed agreement and return to our office.

Very truly yours,

John J. McCarthy

John J. McCarthy
President

JJM/s
Enc.

20 Cedar Street, Suite 103, New Rochelle, NY 10801
914-654-4870 * 914-654-4873 fax



CONSULTANT AGREEMENT

AGREEMENT made as of the ___ day of _____ 20__ by and between Town of Somers, Inc., located at 335 Route 202, Somers, New York 10589 (hereinafter "SOMERS") and Pro Safety Services, LLC (hereinafter "PSS"), a limited liability company, located at 20 Cedar Street, New Rochelle, NY 10801.

Whereas PSS is in the business of providing loss control and safety consulting services; It is therefore agreed that:

1. TERM. The term of this Agreement shall begin effective _____, 20__ and shall continue until terminated by either party.
2. DESCRIPTION OF SERVICES TO BE PROVIDED. Miscellaneous Safety Services.
3. PRICE. See proposal letter dated November 7, 2016. It is understood and agreed that different personnel may be utilized to perform different services provided each individual has the appropriate qualifications.
4. PAYMENT TERMS. By the 5th day of each month, PSS agrees to provide SOMERS with an invoice evidencing all work performed by PSS the previous month. SOMERS agrees to settle all outstanding invoices within ~~15~~³⁰ days of receipt. In the event that full payment is not made within ~~15~~³⁰ days of receipt of any invoice, SOMERS agrees to pay a monthly late charge equal to 1.5% of any overdue amount.
5. TERMINATION. Either party shall have the right to terminate this Agreement for any reason at any time upon 3 days written notice to the other party by certified mail, overnight delivery or hand delivery. The Agreement will be considered terminated at the conclusion of the third working day following receipt of the notice. SOMERS shall remain responsible to pay for all work completed by PSS prior to the effective date of termination of the Agreement.
6. NO DELEGATION OF DUTY. PSS's loss control services are advisory only. It is agreed that consultation, including any inspection or representational activity by PSS does not constitute any delegation to PSS or assumption by PSS of the direct and primary duty of SOMERS or any corporation or agency associations affiliated with SOMERS to be in compliance with any regulatory agency, law and/or regulation. Furthermore, PSS assumes no responsibility for management or control of the safety practices of SOMERS or for the implementation of proposed recommendations.

20 Cedar Street, Suite 103, New Rochelle, NY 10801
914-654-4870 * 914-654-4873 fax



Neither the making of consultations or reports constitutes any determination or warranty by PSS that the workplace, operations, work environment, processes, machinery, equipment, or work tasks are safe or healthful or in compliance with any regulatory requirements. Lastly, SOMERS acknowledges that PSS has no control or supervision over the means or methods utilized by SOMERS or any subcontractors, any general contractor, any construction manager or owner at the work site to maintain a safe work site or to correct any safety hazards.

7. NO THIRD-PARTY BENEFICIARIES. It is expressly understood that in providing these services, PSS is acting solely for the benefit of SOMERS. While any affiliated companies, associations, representatives, agents, and/or sub-contractors of SOMERS may indirectly benefit from PSS's assistance, those benefits are merely incidental to the objectives of this Agreement. Consequently, it is expressly understood that none of those affiliated parties (or their employees, agents or subcontractors) shall be considered a third-party beneficiary of the services performed by PSS for SOMERS pursuant to this Agreement.

8. HOLD HARMLESS/INDEMNIFICATION/INSURANCE. To the fullest extent permitted by law, on addition to, and not in limitation of the insurance requirements contained herein, SOMERS agrees that unless and until PSS is adjudicated solely negligent, The SOMERS agrees to hold PSS (and its employees and/or agents) harmless from and against, as well as defend and indemnify PSS for, any and all claims, disputes, suits, losses, liabilities, and/or costs (including, but not limited to, attorneys' fees) that result in any alleged and/or actual damages to any person or property that occur at SOMERS worksites. It is expressly understood that the obligations hereunder shall survive the term of this agreement.

SOMERS shall maintain the following coverages:

(a) General Liability insurance with a minimum liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 naming Pro Safety Services as additional insured.

(b) Automobile Liability with a minimum liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage, or a combined single limit of \$1,000,000.

9. ASSIGNMENT. This Agreement, or any obligations of either party under this Agreement, may not be assigned by the assigning party without the prior written consent of the other party.



10. CONFIDENTIALITY. Without the prior written consent of the other party, neither party, their officers, agents, employees or subcontractors shall, either during or after the term of this Agreement, disclose to any third party, any information relative to the business of the other party that was obtained during the course of completion of this Agreement.
11. RECORDS. PSS shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Agreement (hereinafter collectively known as "the Records"). The Records shall be kept for the balance of the calendar year in which they were made and for three (3) additional years thereafter. Upon reasonable notice, the Records shall be made available to SOMERS at PSS's office for the term specified above for the purposes of inspection, auditing and copying.
12. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties hereto and supersedes all previous negotiations, commitments and writings pertaining thereto.
13. CONSTRUCTION. This Agreement shall not be waived, modified or altered without the written consent of both parties hereto. The failure of either party to insist upon strict observances of all of the terms of this Agreement in any way shall not be deemed a waiver of such terms for the future.
14. NOTICES. Unless otherwise indicated above, notices shall be sent by certified or registered mail, return receipt requested, to each party at the above address or to such other address as either party may designate by similar notice.
15. APPLICABLE LAW. This Agreement is governed by the laws of the State of New York. Any action for breach of this Agreement shall be brought in the Supreme Court of the State of New York. However, in the event that PSS is owed money from SOMERS, this provision does not prohibit PSS from the placement of a mechanics' lien on any appropriate premises or from submitting a claim against any available surety instrument.
16. SEVERABILITY. If any term of this Agreement or its application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.
17. WAIVER. Any failure on the part of PSS to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or the right of PSS thereafter to enforce each and every such provision.



18. RELATIONSHIP OF THE PARTIES. The relationship of PSS to SOMERS is that of an independent contractor. Nothing contained in this Agreement is intended to create, or does create, a partnership, joint venture or agency relationship between the parties.
19. MISCELLANEOUS. SOMERS recognizes that PSS employees, and such employees loyalty and service to PSS, constitute a valuable asset of PSS. Accordingly, from the date hereof until one (1) year beyond the term of this agreement, SOMERS agrees not to employ or enter into a consulting relationship with any person who is currently employed by or consults for PSS, or who may, during the term of this agreement, be employed by or consult for PSS, without the prior written approval of PSS. It is expressly understood that the obligations hereunder shall survive the term of this agreement.

Town of Somers

Pro Safety Services LLC

Name Title

Name Title

Signature Date

Signature Date