OFFICE OF THE SUPERVISOR

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Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR

SOMERS TOWN BOARD
WORK SESSION
THURSDAY, SEPTEMBER 3, 2015 6:15pm

www.somersny.com

6:15pm – Executive Session

7:00pm – Work Session

A. *PLEDGE OF ALLEGIANCE:*

PUBLIC COMMENT

B. *PARKS & RECREATION:*

1. Recreation Office House – discussion.

C. *TOWN BOARD:*

1. Angle Fly – Conservation Easement Modification.
2. Discussion with Ms. Teresa Stegner, Assessor.
3. Buenta and Eastern Way, Purdys – request for Stop Sign – discussion.
4. Plastic Bags/Styrofoam Ban – discussion.
5. Zadjelovich Stormwater Control Facility Maintenance and Access Agreement – discussion.

6. NYSEG – Tree Survey.

D. ***FINANCIAL:*** - No additional business.

E. ***HIGHWAY:*** - No additional business.

F. ***PERSONNEL:***

1. Current Vacancies:
   Somers Energy Environment Committee
   Affordable Housing Board (5 – unexpired 2 year terms ending 7/11/2015)
   Zoning Board of Appeals (1 – unexpired term ending 12/31/2017)
   Architectural Review Board (3 – 3 year terms ending 3/9/2018)

2. Upcoming Vacancies:
   Assessment Board of Review (1 – 5 year term ending 9/30/2020)

G. ***PLANNING & ENGINEERING:*** - No additional business.

H. ***POLICE:*** - No additional business.

I. ***PROPOSED CONSENSUS AGENDA:***

1. Accept the following:
   a. $500.00 Palumbo Wetland and Stormwater Management and Erosion and Sediment Control Permit – 38.13-2-12
   b. $500.00 Boniello/Wooded Acres Stormwater Management and Erosion and Sediment Control and Steep Slope Permit - 48.17-1-31

2. Authorize Thomas E. Chiaverini, Superintendent to go to bid for 2016 materials.

3. Accept Performance Bond in the amount of $97,500.00 posted by Landscape Unlimited, Inc. for the Cypress Lane Water Replacement Project pending Town Attorney Approval.

4. Request for Road names, refer to the Town Historian and Bureau of Fire Prevention for review and comment.

SOMERS TOWN BOARD
WORK SESSION
THURSDAY, SEPTEMBER 3, 2015

www.somersny.com

2015 CALENDAR

September 3, 2015	7:00pm	Town Board Work Session
September 10, 2015	7:00pm	Town Board Regular Meeting

******PLEASE NOTE – THE SEPTEMBER 10, 2015 REGULAR MEETING WILL BE HELD AT VANTASSELL MEMORIAL PARK, 98 PRIMROSE STREET (ROUTE 139) SOMERS NY BEGINNING AT 7:00PM ****

October 1, 2015	7:00pm	Town Board Work Session
October 8, 2015	7:00pm	Town Board Regular Meeting
November 5, 2015	7:00pm	Town Board Work Session
November 11, 2015	7:00pm	Town Board Regular Meeting
December 3, 2015	7:00pm	Town Board Work Session
December 10. 2015	7:00pm	Town Board Regular Meeting

8/27/2015 12:54 PM
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Somers Parks & Recreation Board

PO Box 46 Somers, New York 10589

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

James Papa
Chairman

Sept Agenda EC - TB TC TA 8/26/15 bp

TO: Town Board

FROM: James Papa, Parks and Recreation Board Chairman

RE: Recreation Office Hours

DATE: July 27, 2015

Some of the Parks and Recreation Department office staff have been working from 8:00 a.m. to 3:30 p.m. instead of 9:00 a.m. to 4:30 p.m. during the summer to better accommodate the residents. It has been working out well and all have appreciated the change. Mr. Ralston would like to make that change permanent. The Parks and Recreation Board is in full support of this change and hope that the Town Board will support it as well.

EC - TBTC TA
S Ralston
P. Elconin
M Barnhart
E Burroughs - WC
NYS B. Rudge NY
DEC R. Burgher
8/27/15
BJS

Proposed
Conservation Easement Modification
ANGLE FLY PRESERVE
Town of Somers, County of Westchester

Proceeding: 7694
Department of Environmental Conservation
Project: Westchester 29
Town: Somers
County: Westchester

THIS CONSERVATION EASEMENT MODIFICATION, made this _____ day of _____, 20__ between

TOWN OF SOMERS, with offices located at 335 Route 202, Somers, New York 10589 and the **COUNTY OF WESTCHESTER**, with offices located in the Michaelian Office Building, 148 Maritine Avenue, White Plains, New York 10601 (collectively, "Grantors")

And

THE PEOPLE OF THE STATE OF NEW YORK, acting by and through their Commissioner of Environmental Conservation, with offices at 625 Broadway, 14th Floor, Albany, New York 12233 ("Grantee").

WHEREAS, reference is made to a Conservation Easement granted by the Town of Somers and the County of Westchester to the People of the State of New York on the 15th day of May, 2006, and recorded in the Westchester County Clerk's Office on the 16th day of May, 2006 in Instrument Control Number 461360211 ("Conservation Easement"); and

WHEREAS, Grantors are the owners in fee of lands subject to the Conservation Easement; and

WHEREAS, pursuant to Article 49 of the Environmental Conservation Law ("ECL") and the express terms of the Conservation Easement, the parties hereto wish to modify the Conservation Easement;

WHEREAS, the Conservation Easement is generally shown on a map entitled "SKETCH MAP OF CONSERVATION EASEMENT TO BE ACQUIRED PURSUANT TO SECTION 3-0305 OF THE ENVIRONMENTAL CONSERVATION LAW, PROJECT: WESTCHESTER 29 & 29a, ICC BRIDGEPORT LIMITED PARTNERSHIP & EAGLE RIVER LIMITED PARTNERSHIP," by Robert A. Burgher, L.S., Reg. Number 49601, dated May 25, 2005, last revised on December 29, 2005 and filed in NYSDEC offices in Albany, N.Y. as Map # 11,934A as amended on June 28, 2013 to reflect the modifications described herein;

WHEREAS, the Conservation Easement established an "Open Space Recreation Area," which encumbers Parcels "A" through "D" and established an "Athletic Field Area," which encumbers Parcel "E";

NOW THEREFORE, Grantee and Grantors for good and valuable consideration and in consideration of the mutual covenants herein, do hereby amend and modify certain terms of the Conservation easement as expressly provided herein:

MODIFICATION ONE:

THE FOLLOWING PARCEL IDENTIFICATION DESIGNATION OF "OPEN SPACE RECREATION AREA" AND "ATHLETIC FIELD AREA" ARE TO BE MODIFIED:

"Open Space Recreation Area" identified as Parcel "A" to be given the designation of "Athletic Field Area" and "Athletic Field Area" identified as Parcel "E" to be added to the "Open Space Recreation Area" designation.

"Open Space Recreation Area" to now encumber Parcels "B" through "E" and "Athletic Field Area" to now encumber Parcel "A".

MODIFICATION TWO:

THE FOLLOWING REPLACES SECTION 5.2 ATHLETIC FIELD AREA AND THE OPEN SPACE AREA:

Schedule A and Map # 11,934A as amended separate the Protected Property into two (2) areas for the purpose of providing different levels of public recreation: the Athletic Field Area (Parcel "A") and the Open Space Recreation Area (Parcels "B" through "E").

MODIFICATION THREE:

THE FOLLOWING REPLACES SECTION 7.3 ATHLETIC FIELD AREA; GRANTORS' RECREATIONAL IMPROVEMENTS; FEES:

On that portion of the Protected Property described in **Schedule A** and as generally shown on Map # 11,934A as amended as the Athletic Field Area and Parcel "A", Grantors shall provide public recreation in accordance with the following terms:

MODIFICATION FOUR:

THE FOLLOWING REPLACES SECTION 7.4 OPEN SPACE RECREATION AREA.

On that portion of the Protected Property described in **Schedule A** and as generally shown on Map # 11,934A as amended as the Open Space Recreation Area and Parcels "B" through "E", Grantors shall provide public recreation in accordance with the following terms:

MODIFICATION FIVE:

THE FOLLOWING REPLACES APPENDIX 1 DEFINITIONS ATHLETIC FIELD AREA.

That portion of the Protected Property described in **Schedule A** and as generally shown on Map # 11,934A as amended as Parcel "A"; public recreation within the Athletic Field Area shall be provided in accordance with the terms of Section 7.3, herein.

MODIFICATION SIX:

THE FOLLOWING REPLACES APPENDIX 1 DEFINITIONS OPEN SPACE AREA.

To mean OPEN SPACE RECREATION AREA and

That portion of the Protected Property described in **Schedule A** and as generally shown on Map # 11,934A as amended as Parcels "B" through "E"; public recreation within the Athletic Field Area shall be provided in accordance with the terms of Section 7.4, herein.

MODIFICATION SEVEN:

THE FOLLOWING REPLACES AND REDISCRIBES **SCHEDULE A** DESCRIPTION OF PROTECTED PROPERTY.

DRAFT

SCHEDULE A

PROJECT: WESTCHESTER 29 (Eagle River)
Amendment to Conservation Easement

ALL THOSE CERTAIN TRACTS OR PARCELS 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:

ATHLETIC FIELD AREA

PARCEL A

BEGINNING at a point formed by the intersection of the northerly side of Plum Brook Road with the easterly side of Primrose Street (N.Y.S. Route 139) and runs

thence along said easterly side of Primrose Street (N.Y.S. Route 139), along a stone wall, North 23° 31' 23" East 164.71 feet to a point;

thence continuing, North 05° 22' 59" West 327.21 feet to land of the Town of Somers, formerly of the Methodist Church Mt. Zion Cemetery;

thence along the same, along a stone wall, North 84° 08' 38" East 315.92 feet to a point;

thence continuing along the same, along a stone wall, North 07° 35' 30" West 207.08 feet to lands of the Town of Sommers, formerly Reese;

thence along the same, along a stone wall, North 82° 37' 10" East 493.25 feet to a point at a "T" intersection of stone walls and lands now or formerly of Blair (Document #410190580);

thence along the same and along a stone wall, the following three (3) courses and distances:

1) South 06° 29' 20" East 98.48 feet,
2) South 07° 41' 20" East 378.85 feet, and
3) South 08° 26' 30" East 155.66 feet to the northerly side of Plum Brook Road;

thence along said northerly side of Plum Brook Road, South 78° 20' 00" West 582.50 feet;

thence continuing, South 80° 12' 20" West 313.59 feet;

thence continuing, along a curve to the right having a radius of 15.00 feet and a length of 32.28 feet to the point or place of beginning, containing **11.087 Acres** of land, more or less.

Open Space Recreation Area

PARCEL B

BEGINNING at a point formed by the intersection of the southerly side of Plum Brook Road with the easterly side of Primrose Street (N.Y.S. Route 139) and runs

thence along said southerly side of Plum Brook Road, partly along the remains of a post and wire fence, the following eleven (11) courses and distances:

1) North 77° 46' 30" East 509.98 feet,
2) North 78° 15' 40" East 197.79 feet,
3) North 76° 19' 40" East 80.60 feet,

4) North 80° 25' 40" East 132.74 feet,
5) North 78° 16' 40" East 286.92 feet,
6) North 79° 41' 40" East 10.05 feet,
7) South 73° 36' 20" East 19.75 feet,
8) South 48° 34' 20" East 29.48 feet,
9) South 33° 50' 20" East 22.58 feet,
10) South 12° 44' 20" East 50.64 feet, and
11) South 00° 35' 40" West 246.00 feet to lands now or formerly of Berman & Rissetto (Liber 9476 cp. 104);

thence along said lands the following three (3) courses and distances:

1) along remains of a stone wall and post and wire fence, South 82° 47' 10" West 62.08 feet,
2) South 81° 24' 00" West 243.18 feet, and
3) South 00° 09' 00" West 284.98 feet to a point marking the most northerly point of **Parcel E** of the herein described premises;

thence running through the lands of the grantor herein, being along the westerly bounds of said **Parcel E**, the following four (4) courses and distances:

1) South 00° 09' 00" West 299.98 feet,
2) North 89° 51' 00" West 179.99 feet,
3) South 00° 09' 00" West 999.93 feet, and
4) South 89° 51' 00" East 552.18 feet to a point in a stone wall and lands now or formerly A L Development Properties, LLC (Liber 11837 cp. 116);

thence southerly along the aforesaid lands and said stone wall the following three (3) courses and distances:

1) South 03° 05' 30" East 749.71 feet,
2) South 29° 40' 40" East 156.21 feet, and
3) South 29° 00' 40" East 253.59 feet to a point;

thence easterly, still along the last mentioned land and stone wall, the following five (5) courses and distances:

1) North 83° 48' 20" East 24.43 feet,
2) North 79° 55' 10" East 386.62 feet,
3) North 82° 07' 30" East 63.53 feet,
4) North 75° 56' 30" East 40.87 feet, and
5) North 80° 06' 30" East 353.01 feet to lands now or formerly of Lopez (Liber 10090 cp. 136);

thence southerly along said lands, along a wire fence, South 03° 44' 40" West 205.53 feet to a point;

thence easterly, still along said lands, South 79° 24' 10" East 122.86 feet to Somerstown Turnpike (N.Y.S. Route 100);

thence southerly along the said Somerstown Turnpike (N.Y.S. Route 100), along a stone wall, South 20° 22' 40" West 954.94 feet to a point and lands now or formerly of Staruch (Liber 12376 cp. 032);

thence westerly along said lands, North 88° 48' 00" West 375.43 feet to a point in a stone wall;

thence southerly along lands of Staruch as aforesaid, along lands now or formerly of McMachan (Liber 6206 cp. 025) and along lands now or formerly of Helgans (Liber 10893 cp. 203), along a stone wall, the following seven (7) courses and distances:

1) South 06° 47' 00" West 55.94 feet,
2) South 03° 13' 00" West 90.74 feet,
3) South 05° 16' 30" West 90.35 feet,
4) South 00° 58' 40" West 37.00 feet,
5) South 07° 19' 20" West 24.54 feet,
6) South 04° 26' 10" West 107.54 feet, and
7) South 04° 58' 20" West 105.67 feet to a point and land now or formerly of Tepp (Liber 11723 cp. 252;

thence westerly along said lands and land now or formerly of Bolan (Document #993630211) and a stone wall, the following three (3) courses and distances:

1) South 82° 05' 30" West 222.38 feet,
2) South 81° 23' 40" West 258.68 feet, and
3) South 81° 14' 50" West 428.20 feet, to a point and land now or formerly of Ryan (Liber 7805 cp. 674);

thence northerly along said land of Ryan and land now or formerly of Fedele LLC (Liber Document #441560865) and a stone wall, the following three (3) courses and distances:

1) North 08° 23' 50" West 152.32 feet,
2) North 09° 54' 40" West 377.76 feet, and
3) North 14° 27' 40" West 65.48 feet to a point;

thence still along Fedele LLC lands, continuing along said stone wall, North 75° 19' 00" East 3.70 feet to a point;

thence northerly along the land of Fedele LLC as aforesaid, along land now or formerly of Scarfone (Liber 11101 cp. 165) and along land now or formerly of Anderson (Liber 6411 cp. 498) and said stone wall, the following six (6) courses and distances:

1) North 09° 28' 20" West 57.07 feet,
2) North 13° 03' 30" West 14.63 feet,
3) North 11° 37' 40" West 163.13 feet,
4) North 10° 15' 10" West 98.80 feet,
5) North 01° 07' 50" West 8.90 feet, and
6) North 10° 38' 20" West 361.14 feet to a point;

thence still along land of Anderson as aforesaid, continuing along said stone wall, South 82° 46' 20" West 32.97 feet to a point;

thence northerly along land now or formerly of Beach (Liber 7646 cp. 596) and land now or formerly of Papalia (Document #410590145) and said stone wall, the following two (2) courses and distances:

1) North 08° 28' 00" West 293.19 feet, and
2) North 08° 28' 04" West 266.21 feet to a point;

thence westerly still along land of Papalia as aforesaid the following two (2) courses and distances:

1) partly along a stone wall, South 82° 18' 46" West 352.39 feet, and
2) South 86° 31' 56" West 23.19 feet to the easterly side of Primrose Street (N.Y.S. Route 139);

thence northerly along said easterly side of Primrose Street (N.Y.S. Route 139), the following eleven (11) courses and distances:

1) North 16° 21' 00" West 320.20 feet,
2) North 17° 37' 00" West 492.20 feet,
3) North 19° 50' 00" West 75.00 feet,
4) North 25° 50' 00" West 79.50 feet,
5) North 61° 50' 00" West 150.00 feet,
6) on a curve to the right having a radius of 284.98 feet, a distance of 345.02 feet,
7) North 07° 32' 00" East 692.05 feet,
8) North 18° 47' 00" East 155.42 feet,
9) North 26° 00' 00" East 269.62 feet,
10) North 26° 44' 20" East 327.96 feet, and
11) North 55° 34' 40" East 18.13 feet to the point or place of beginning, containing **134.039** Acres of land, more or less.

PARCEL C

BEGINNING at a point on the northerly side of Van Renssalaer Road, where the same is intersected by the southeasterly boundary of the premises herein described and the southwesterly boundary of lands now or formerly of Grochowski (Liber 8377 cp. 337) and runs

thence along said northerly side of Van Renssalaer Road, the following eighteen (18) courses and distances:

1) South 77° 04' 20" West 51.30 feet,
2) South 75° 22' 20" West 347.00 feet,
3) South 65° 49' 20" West 50.14 feet,
4) South 41° 11' 37" West 51.40 feet,
5) South 48° 13' 01" West 10.79 feet,
6) South 26° 58' 00" West 75.70 feet,
7) South 26° 36' 01" West 43.74 feet,
8) South 28° 04' 01" West 96.68 feet,
9) South 32° 35' 01" West 117.45 feet,
10) South 34° 43' 01" West 78.74 feet,
11) South 28° 53' 01" West 81.38 feet,
12) South 23° 55' 01" West 66.80 feet,
13) South 20° 41' 01" West 18.60 feet,
14) South 30° 41' 01" West 8.21 feet,
15) South 20° 37' 01" West 78.29 feet,
16) South 24° 16' 50" West 62.30 feet,
17) South 19° 19' 20" West 31.52 feet, and
18) South 08° 35' 10" West 44.85 feet to the easterly side of lands now or formerly of Alotrico (Liber 4861 cp. 136);

thence along the same, North 12° 59' 55" West 2,341.33 feet to a point;

thence along the same and along land now or formerly of Villani (Document #441881463), South 83° 20' 30" West 740.60 feet to a point,

thence along other lands of the party of the first part herein the following nine (9) courses and distances:

1) North 06° 07' 10" West 198.93 feet,
2) North 05° 18' 10" West 210.41 feet,
3) North 00° 32' 20" East 266.56 feet,
4) North 12° 46' 10" West 211.81 feet,
5) North 10° 27' 00" West 192.93 feet,
6) North 09° 02' 00" West 305.98 feet,
7) North 11° 16' 10" West 253.64 feet,
8) North 03° 12' 20" West 76.91 feet, and
9) North 07° 53' 00" West 78.94 feet to lands now or formerly of Diggins (Liber 11596 cp. 225);

thence along the same, and along lands now or formerly of Levine (Liber 11286 cp. 337), and along lands now or formerly of Miller (Liber 11402 cp. 289), and along lands now or formerly of Pollock (Liber 11767 cp. 235), along a stone wall, the following fourteen (14) courses and distances:

1) North 82° 36' 33" East 711.48 feet,
2) North 83° 11' 53" East 157.00 feet,
3) North 82° 41' 40" East 162.40 feet, and
4) North 82° 28' 40" East 159.80 feet,
5) North 82° 18' 26" East 274.89 feet,
6) North 82° 07' 40" East 127.00 feet,
7) North 83° 20' 20" East 166.44 feet,
8) North 82° 48' 53" East 190.29 feet,
9) North 83° 26' 40" East 116.00 feet,
10) North 81° 51' 00" East 63.00 feet,
11) North 84° 38' 40" East 50.00 feet,
12) North 82° 40' 00" East 208.50 feet,
13) North 81° 50' 00" East 74.26 feet, and
14) North 82° 48' 53" East 163.78 feet to a point;

thence continuing along said lands of Pollock (Liber 11767 cp. 235), and lands of now or formerly Parcesepe (Liber 11648 cp. 049), and lands of now or formerly Allegretti-Davenport (Liber 11704 cp. 052), lands of now or formerly Rotanelli (Document #440200038), and lands of now or formerly Greco (Liber 11827 cp. 75), North 05° 03' 33" East 769.58 feet to lands now or formerly of Mosher (Liber 10457 cp. 229);

thence along the same, South 73° 41' 42" East 635.87 feet to the westerly side of Primrose Street (N.Y.S. Route 139);

thence along the same, the following six (6) courses and distances:

1) South 09° 02' 53" West 228.95 feet,
2) South 04° 45' 55" West 75.60 feet,
3) South 03° 32' 03" West 75.73 feet,
4) South 03° 53' 45" West 59.54 feet,
5) South 03° 27' 50" West 78.30 feet, and
6) South 02° 54' 40" West 158.88 feet to a point;

thence running through the lands of the grantor herein the following four (4) courses and distances:

1) South 12° 36' 40" West 630.55 feet,
2) South 70° 23' 20" West 512.51 feet,
3) South 40° 53' 20" West 389.96 feet, and
4) South 10° 14' 40" East 689.94 feet to lands now or formerly of Benaissa (Liber 7045 cp. 715);

thence along the same and the aforementioned lands of Grochowski (Liber 8377 cp.337), along a stone wall, South 83° 23' 40" West 419.58 feet to a point;

thence along the said lands of Grochowski (Liber 8377 cp. 337), South 10° 12' 35" East 1,552.96 feet to the point or place of beginning, containing **161.199** Acres of land, more or less.

PARCEL D

BEGINNING at a point on the southwesterly side of Colonial Drive, said point of beginning being 404.97 feet westerly along the southwesterly side of Colonial Drive from the westerly end of a curve having a radius of 25.00 feet connecting the said southwesterly side of Colonial Drive with the westerly side of Edgewood Drive and runs

thence along the westerly boundary of lands now or formerly of Wray (Liber 12410 cp. 041), the following four (4) courses and distances:

1) South 07° 54' 40" East 299.98 feet,
2) South 82° 05' 20" West 66.36 feet,
3) South 07° 54' 40" East 201.42 feet, and
4) North 82° 05' 20" East 84.86 feet to lands now or formerly of Perelman (Document #420610451);

thence along the same and lands of now or formerly Cheung (Document #433120014) and lands now or formerly of Thomas (Liber 10045 cp. 087), South 07° 54' 40" East 487.51 feet to lands now or formerly of Adriano (liber 12347 cp. 128);

thence along the same the following five (5) courses and distances:

1) South 80° 12' 30" West 95.22 feet,
2) South 80° 19' 40" West 140.56 feet,
3) South 79° 10' 20" West 272.08 feet,
4) South 81° 28' 30" West 165.56 feet, and
5) South 80° 23' 00" West 420.48 feet to a point,

thence along the same, and along lands of now or formerly Friedenberg, North 07° 59' 20" West 508.10 feet to the lands now or formerly of Lawler (Liber 7629 cp. 747);

thence along the same, and along lands now or formerly of Bleser (Liber 10480 cp. 195), and along lands now or formerly of Katz (Liber 12010 cp. 202), North 07° 44' 50" West 423.36 feet;

thence continuing along said Katz (Liber 12010 cp. 202), and along lands now or formerly of Ross (Liber 12068 cp. 244), North 08° 21' 40" West 93.66 feet to a point;

thence along the lands now or formerly of Carnaghi (Liber 11738 cp. 144) the following two (2) courses and distances:

1) North 79° 11' 40" East 468.39 feet, and
2) North 60° 30' 00" East 286.75 feet to the southwesterly side of Colonial Drive;

thence along said southwesterly side of Colonial Drive the following two (2) courses and distances:

1) South 76° 32' 10" East 291.35 feet, and

2) along a curve to the left having a radius of 824.94 feet, a distance of 73.16 feet to the point or place of beginning, containing **25.882** Acres of land, more or less.

PARCEL E

BEGINNING at a point on the westerly side of Plum Brook Road where the same is intersected by the southerly boundary of lands of now or formerly Berman & Rissetto (Liber 9476 cp. 104) and runs

thence southerly along said westerly side of Plum Brook Road, along a post and wire fence, South 05° 07' 00" West 49.63 feet to lands now or formerly of A L Development Properties, LLC (Liber 11837 cp. 116);

thence southerly along the aforesaid lands of A L Development Properties, LLC (Liber 11837 cp. 116), and center line of a stone wall, the following five (5) courses and distances:

1) South 03° 14' 50" East 301.87 feet,
2) South 03° 46' 10" East 137.37 feet,
3) South 03° 00' 45" East 549.10 feet,
4) South 03° 19' 20" East 241.33 feet, and
5) South 03° 05' 30" Est 68.22 feet to a point;

thence running through the lands of the grantor herein, being along the easterly bounds of **Parcel B** herein described, the following four (4) courses and distances:

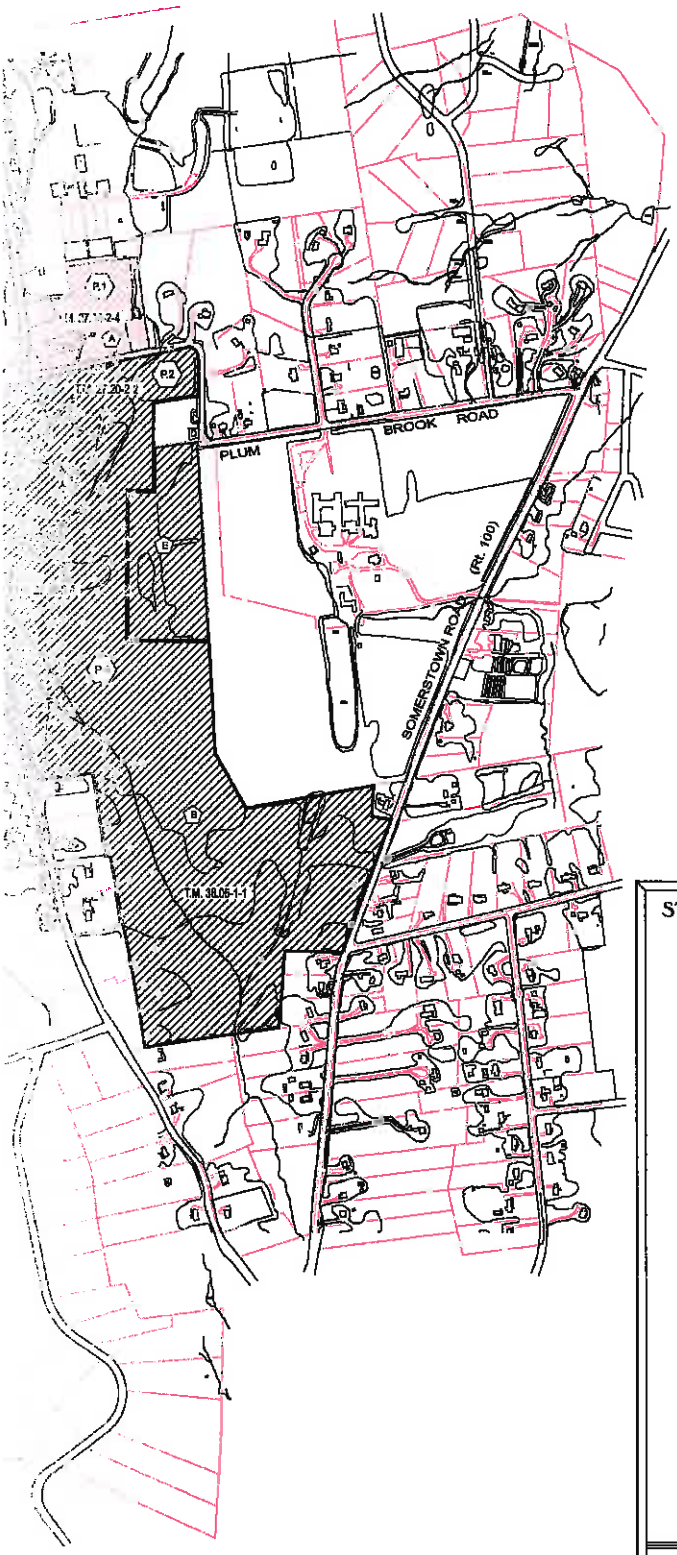
1) North 89° 51' 00" West 552.18 feet,
2) North 00° 09' 00" East 999.93 feet,
3) South 89° 51' 00" East 179.99 feet, and
4) North 00° 09' 00" East 299.98 feet to the aforementioned lands of Berman & Rissetto (Liber 9476 cp. 104);

thence along the same the following two (2) courses and distances:

1) North 83° 04' 00" East 274.26 feet, and
2) North 68° 15' 10" East 30.48 feet to the point or place of beginning, containing **14.240** Acres of land, more or less.

BEARINGS, distances and coordinate values described herein are with reference to the New York State Coordinate System, East Zone (NAD - 83/96), **TRUE NORTH** at 74° 30' West Longitude (NAD - 83/96), distance values described herein are Grid Horizontal, to obtain Ground Horizontal distance, divide by scale factor of 0.99993000.

BEING a portion of the lands described in conveyance from Walter I. Seligsohn, Referee, to ICC Bridgeport Limited Partnership and Eagle River Limited Partnership by deed dated August 16, 1996, recorded on August 30, 1996 at the Westchester County Clerk' s Office in Liber 11514 of Deeds at page 91.



LOCATION MAP
Scale: 1" = 4 Miles

AREA TABLE - Project: Westchester 29 & 29A

AREA TABLE (Acres)		Conservation Easement	
Tax Map ID.	Parcel Area	Open Space Recreation Area	Athletic Field Area
27.15-1-6.1	25.885	25.885	0
27.16-2-4	11.092	0	11.092
27.20-1-1	9.106	9.106	0
27.20-2-1	3.230	3.230	0
27.20-2-2	9.660	9.660	0
27.20-2-4	77.171	77.171	0
37.06-1-5	166.218	0	0
37.07-1-1	89.854	89.854	0
37.08-1-1	31.033	31.033	0
37.08-1-2	38.335	23.271	0
37.11-1-2	103.036	0	0
37.12-1-5	31.253	31.253	0
38.05-1-1	58.506	58.506	0
TOTALS	654.379	358.969	11.092
Parcel A.....		0	11.092
Parcel B.....		134.327	0
Parcel C		161.246	0
Parcel D.....		25.885	0
Parcel E.....		14.240	0
Parcel 1.....		1.689	0
Parcel 2.		21.582	0
Totals.....		358.969	11.092

STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Bureau of Real Property - Region 3

SKETCH MAP

OF PROPOSED

CONSERVATION EASEMENT AMENDMENT

ORIGINAL CONSERVATION EASEMENT ACQUIRED PURSUANT TO SECTION 3-0305 OF THE ENVIRONMENTAL CONSERVATION LAW

Project: Westchester 29 & 29A

CONSERVATION EASEMENT ACQUIRED FROM

ICC Bridgeport Limited Partnership
&
Eagle River Limited Partnership

– REPUTED OWNERS –

SITUATE

Town of Somers
County of Westchester
State of New York

GRAPHIC SCALE

(IN FEET)
1 inch = 600 ft.

MAP No. 1934A

TOWN POLICE
MICHAEL DRISCOLL
CHIEF

Sept Agenda
SC - TB TC
TA
9/1/15 bjs

Town of Somers

WESTCHESTER COUNTY, N.Y.

PO BOX 342
SOMERS, N.Y. 10589
T. 914-232-9622
F. 914-232-1795
Email: Police@SomersNY.com

RECEIVED
SEP - 1 2015
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

To: Supervisor Morrissey & Somers Town Board

From: Michael W. Driscoll, Cheif

Date: September 1, 2015

Re: Request for Stop Sign at Buenta Way & Eastern Way, Purdys, NY

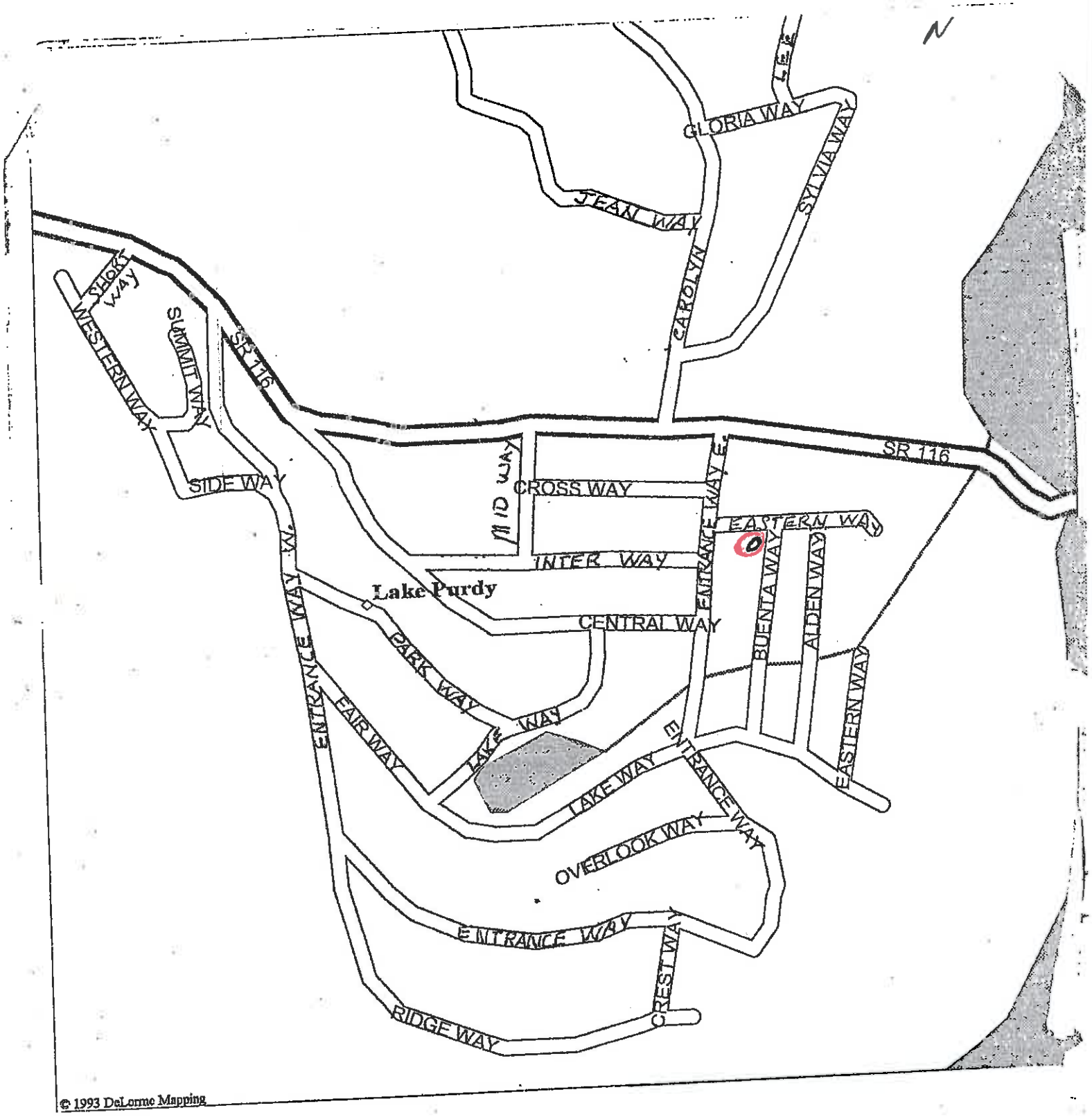
In the interest of safety, the undersigned supports placement of (Stop Sign) on the Southwest corner of Eastern Way and Buenta Way. The sign should be on Eastern Way.

Please find enclosed map showing intersection in question and indicating the location where (Stop Sign) should be placed.

Respectfully,

Michael W. Driscoll
Chief

PRINTED ON RECYCLED PAPER



LEGEND

- Town, Small City
- Street, Road
- State Route
- Interstate Highway
- US Highway
- Railroad

Scale 1:6,250 (at center)

500 Feet

200 Meters

Mag 16.00
Mon Jan 02 12:59:13 1995

LAKE PURDY

PH Oct 8, 2015

Barbara Sherry

From: Carolyn Ottly
Sent: Monday, August 17, 2015 2:34 PM
To: Rick Morrissey; Richard Clinchy; Bill Faulkner; Tom Garrity; Anthony Cirieco
Subject: Town Board Agenda

Below is an email submitted to the Town Board when the topic of installing another stop sign along Entrance Way was first brought up. I see on the agenda that this topic will be discussed on August 20. Unfortunately, we are out of town and unable to attend the meeting.

Our objections to another stop sign has not changed, only been enhanced, since seeing numerous cars,trucks,golf carts, motorcycles, and ATV's either blow through or only slow down for the current stop signs along Entrance Way. Adding additional stop signs is not a substitute for enforcement and careful driving in our neighborhood, it only leads to a false sense of security(assuming that vehicles will actually stop).

Yours truly again,
Carolyn & Peter Ottly

Dear Supervisor Morrissey and Councilmen Clinchy, Faulkner, Garrity, and Cirieco,

According to the Town Board Agenda for April 2, under item I-10, a request has been made to install a stop sign at Entrance Way and Buenta Way in Lake Purdy. Please be advised that Buenta Way only intersects with Lake Way and Eastern Way, so I am confused as to where a stop sign is actually being proposed. I am concerned with the influx of additional stop signs being installed along what appears to be Entrance Way somewhere. My husband and I have lived here for 36 years and there are less than a handful of additional homes that have been built here in that time. Additional traffic can not be the issue, as it was when numerous stop signs were installed years ago along Deans Bridge Road, so I do not agree with any additional stop signs being installed in this area.

If public safety is the concern that is driving this interest, I suggest that enforcing the current V&T laws be used to alleviate concerns. To begin, ending the "country club" culture of adults and unlicensed children driving un-registered golf carts and motorcycles all over this area during the spring, summer and fall would improve the safety of all residents here. A few years ago I brought this concern to Chief Driscoll, he suggested that there was little that the police could do because the problem begins with the parents! He does have a point, but if the current laws were enforced perhaps the entitled views of the parents might change. Enforcing the current new(ish) stop sign at Entrance Way and Central Way would also be advised, as I have regularly observed many cars "rolling" through those stop signs.

I assume that a revised/corrected Agenda will be issued, if not will you please email me where the stop sign has been requested. Thank you.

Yours truly,
Carolyn Ottly

Barbara Sherry

From: Rick Morrissey
Sent: Tuesday, July 14, 2015 1:27 PM
To: Mike Driscoll; Tom Chiaverini
Cc: Barbara Sherry
Subject: FW: Stop sign Eastern and Buenta in purdys ny

Importance: High

Mike / Tom:

Do we have an agreement on placing a stop sign at this location?

Thanks,

Rick Morrissey, MPA
Town Supervisor
Town of Somers
335 Route 202
Somers, NY 10589
Ph: 914-277-3637
Fax: 914-276-0082
supervisor@somersny.com
www.somersny.com

From: MacSweeney, Nadin
Sent: Tuesday, July 14, 2015 12:53 PM
To: Rick Morrissey; Mike Driscoll; Tom Chiaverini
Subject: RE: Stop sign Eastern and Buenta in purdys ny
Importance: High

On Sunday we had to call the police for people speeding down our road travelling at least 50mph!. My mother in law was almost hit on the corner we are complaining about, by a car speeding down Eastern way and turning right onto Buenta. If a child had of been on that corner theres no question they would have been killed.

This is an urgent request, please let me know when this stop sign is going in, so it will finally slow people down!.

Thank you,
Nadine MacSweeney

From: MacSweeney, Nadine
Sent: Friday, May 08, 2015 2:40 PM
To: Rick Morrissey; Mike Driscoll; Tom Chiaverini
Subject: RE: Stop sign Eastern and Buenta in purdys ny
Importance: High

I would like to follow up on this request. Today while walking up to the bus stop again a car came flying around the corner. This is our route to and from the bus stop where 8 children get on the bus, all under 10 yrs of age! Everyone speeds around the corner of Buenta and Eastern and it is an accident waiting to happen.

Thank you for your consideration,

Nadine

From: Rick Morrissey [mailto:supervisor@somersny.com]
Sent: Wednesday, March 25, 2015 12:15 PM
To: Mike Driscoll; Tom Chiaverini
Cc: MacSweeney, Nadine
Subject: FW: Stop sign Eastern and Buenta in purdys ny
Importance: High

Gentlemen:

I believe a re-evaluation of this intersection is in order. Please assess the current conditions and provide me and the Town Board with your findings and recommendations.

Thanks,

Rick Morrissey, MPA
Town Supervisor
Town of Somers
335 Route 202
Somers, NY 10589
Ph: 914-277-3637
Fax: 914-276-0082
supervisor@somersny.com
www.somersny.com

From: MacSweeney, Nadine [mailto:]
Sent: Wednesday, March 25, 2015 11:52 AM
To: Rick Morrissey
Cc: Barbara Sherry
Subject: RE: Stop sign Eastern and Buenta in purdys ny
Importance: High

I am writing this to urgently request you re – evaluate this corner. We now have 9 children on this corner and people speed around the corner coming down entrance and turning right onto buenta. It needs a stop sign, just cutting back the bush's has not stopped the issue. Just today we were walking back from the bus stop and a car came around the corner so fast it almost hit us! It is im possible to see around the corner and everyone cuts through Buenta way and speeds down the street. I will not wait till an accident happens, this needs to be addressed immediatley.

I have attached the original request.

Regards,
Nadine MacSweeney

RETAIL SHOPPING BAG ORDINANCE – FAQs

Justification/Background

Q: Why do we need a retail shopping bag ordinance?
A: Single-use, disposable plastic bags are a major source of litter and pollution in our environment. These bags do not biodegrade, are extremely difficult to recycle, and can only be "reused" once before being discarded. Most are never used more than once to transport goods from a store. The ordinance is part of a larger educational campaign to encourage the use of reusable bags, thereby contributing to a cleaner, healthier environment.

Q: Is the problem really that bad, that we need to pass new legislation?
A: Yes. There is nothing useful about single-use bags. The lasting damage from a disposable plastic bag that is used – on average - for only 12 minutes before discarded, is huge. Plastic bags will remain in the environment hundreds, if not thousands, of years, and destroy wildlife, clog storm drains and fill landfills. This legislation will demonstrate that Rye understands the need to protect its environment by moving away from our "disposable" habit to a "reusable" one.

Q: Why isn't an education campaign enough to get the point across?
A: Sometimes education is not enough to change habits that are considered part of every day life, but are actually of no value to the community, and can be harmful to many. As members of a community, we accept regulations imposed on us every day: we're not allowed to litter; we must recycle; we are required to pick up after our dogs; we must use a seatbelt. This legislation is similar to these forms of legislation where voluntary compliance has not achieved the desired results because of reluctance of individuals to change their behavior.

Retail establishments impose rules too, that we, as shoppers, accept: Costco, for example, has imposed its own "regulation" by not offering bags to customers. It's good business because it cuts costs.

Q: Is this a new concept?
A: No. Many communities, just like Rye, have understood the need to solve their litter and pollution problems by passing similar ordinances. Westport, CT, Southampton Village, NY and Chestertown, MD are three municipalities nearby that have passed ordinances, but there are hundreds of towns, cities and countries that have similar ordinances.

Q: What about "biodegradable" plastic bags? Why not use them?
A: Studies have shown that these types of bags do not effectively disintegrate back into nature[1]. A far more important point is that these bags are disposable and thus, counter to the objective of reducing the amount of waste and pollution in our

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[1] "Facing the Dirty Truth About Recyclable Plastics"
http://e360.yale.edu/content/feature.msp?id=2400

environment.

Q: Why aren't paper bags targeted?
A: The objective of the ordinance is to promote the use of reusable bags by reducing our dependence on single-use bags. It is a simple fact that single-use plastic bags are a chronic litter and pollution problem while paper bags, though not ideal, have far higher recycling rates and will biodegrade.

Q: Won't the ordinance hurt business owners as paper bags, on average cost more than plastic?
A: Although they are less expensive than paper bags for retailers, plastic bags represent an insignificant portion of retailer operating expenses. No Westport business, for example, has closed down due to the elimination of plastic bags from its inventory as a result of the 2008 Westport ordinance.

The ordinance is part of a larger campaign to reduce single-use bags. The use of disposable bags will decline as shoppers adopt reusable bags, allowing businesses to purchase less disposable bags and promote the sale of reusable bags.

Two studies conducted by Fairfield University one year after Westport passed its ordinance shows a significant increase in reusable bag rates (approx. 50%) at the Westport Stop & Shop relative to those in neighboring towns (Wilton and Norwalk: approx. 10 – 15%)[2] The Westport Stop & Shop management embraced the spirit of the ordinance to its advantage through the use of store signs and sales of reusable bags.

Q: Won't the ordinance hurt consumers?
A: There will be a minimal cost associated with purchasing a few, inexpensive reusable bags. It is unlikely that retail prices will be affected by the elimination of plastic bags.

The Ordinance

Q: To whom does the Checkout Bag Ordinance apply?
A: The ordinance targets only retail transactions. Its goal is to reduce the use of disposable plastic bags, which are often discarded less than an hour after, but remain in our environment virtually forever.

Q: Who is exempt?
A: The ordinance does not apply to plastic bags used for personal use in the home. It does not apply to the sales of goods at yard sales, tag sales, other sales by residents at their home, and sales by non-profit organizations.

Q: What plastic bags from a store can still be used?

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[2] Fairfield Uni. Retail Checkout Bag Surveys, 5/8/10; and June 2010

A: The ordinance does not apply to thick plastic bags -- those that at least 2.25 mils thick and sometimes called "reusable" shopping bags -- and plastic bags made of very thin plastic material with a single opening that is used for produce, meats, dry cleaning, newspapers or other items.

Q: How will retailers compensate for not being allowed to use single use plastic bags?
A: They will be able to use reusable bags and recyclable paper bags.

Q: Is the ordinance too limited to make a difference?
A: No. By targeting the plastic bags that are used for the least amount of time before being disposed, we can make a real impact in our community. It's also important to reiterate that this is part of a larger educational campaign to encourage the use of reusable bags.

Q: What is the effective date?
A: Six months after the date of passage.

Q: What is a "recyclable paper bag"?
A: A recyclable paper bag has the following characteristics: (1) contains no old growth fiber, (2) is 100% recyclable overall and contains a minimum of 40% post-consumer recycled content, and (3) displays the words "Reusable" or "Recyclable" on the outside of the bag.

Q: What is a "reusable bag"?
A: A reusable bag is a bag with handles that is specifically designed and manufactured for multiple reuse and is (1) made of cloth or other fabric, and/or (2) made of durable plastic that is at least 2.25 mils thick.

Q: Can retailers "sell" shopping bags to their customers?
A: Yes. Any bag provided by a retailer can be sold to its customers, including paper, cloth or canvas shopping bags. Retailers are encouraged to promote the use of reusable bags, and sell them with their logo, if desired.

Q: What is the enforcement procedure?
A: The City of Rye is not required to check stores for compliance, but will respond to any complaints. A notice of non-compliance will be delivered to the person in violation of the ordinance.

Q: What is the penalty for non-compliance?
A: Up to $150. Each day that a violation continues will constitute a separate violation and penalty.

Q: What will I use if I need to line my trash bin or pick up dog waste?
A: Garbage bags, newspaper bags will still be available.

SUPPORT: BAN

Int. No. 1060 to Ban Polystyrene Food Service Containers.

OPPOSE: DESIGNATING EPS AS RECYCLABLE & RECYCLING PILOT

Int. No. 380 and Other Industry "Recycling" Bills.

WHY BAN FOOD SERVICE EXPANDED POLYSTYRENE ("EPS" AKA STYROFOAM™)?

EPS exposure has possible human health implications.

- In 2011, the US Department of Health and Human Services' National Toxicology Program listed styrene as "reasonably anticipated to be a human carcinogen."[1]
- There have been many studies documenting the migration of styrene monomer from cups and bottles into food and drinks.[2]
- There are legitimate risks to workers engaged in the production of polystyrene. And while risks have decreased over the last several decades due to improved safety practices, "significant exposure of workers can still occur."[3]

EPS is far worse for the environment than other types of food service containers.

- EPS is lightweight and floats, and it readily travels from land to inland waterways and out to the ocean. EPS foam easily breaks into small pieces which are commonly mistaken for food as birds and other marine wildlife ingest these plastic pieces.[4]

The cost difference for alternative packaging is not significant and will not cause economic hardship.

- A study found that the average price difference between foam and non-foam is just $0.01.[5]
- The City of San Francisco has had over 4,500 businesses come into compliance with its EPS ban and has achieved 100% compliance. SF has not needed to issue any financial hardship waivers as allowed by the ordinance, with only two businesses who requested a waiver.
- As market demand increases for alternatives to EPS, prices for alternative products are likely to decrease even further. Also, companies offering viable EPS alternatives will enter the market, creating green jobs.

Non-foam products perform well in keeping "hot food hot" and "cold food cold."

- Starbucks, an iconic coffee brand, does not use EPS. Jamba Juice and McDonalds have each recently announced that they will cease using EPS cups as well.
- Many other restaurants already choose to use alternative food service packaging, including coated paper as well as plastics that have viable recycling markets (PET, HDPE).

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[1] U.S. Department of Health and Human Services Public Health Service National Toxicology Program, "Report on Carcinogens," Twelfth Edition, 2011 at p. 383, *available at* http://ntp.niehs.nih.gov/ntp/roc/twelfth/roc12.pdf

[2] Maqbool Ahmad and Ahmad S. Bajahlan, Journal of Environmental Sciences, "Leaching of styrene and other aromatic compounds in drinking water from PS bottles," Volume 19, Issue 4, 2007, Pages 421–426, *available at* http://www.sciencedirect.com/science/article/pii/S1001074207600709

[3] "Report on Carcinogens" at p. 388.

[4] City of San Jose Memorandum to Transportation and Environment Committee, "Bring Your Own Bag Ordinance Implementation Results And Actions To Reduce EPS Foam Food Ware," Nov. 2012 at p. 3, *available at* http://www3.sanjoseca.gov/clerk/CommitteeAgenda/TE/20121203/TE20121203_d5.pdf.

[5] Clean Water Action, "Polystyrene Foam Take-Out Packaging and Price Comparable Alternatives," July 2012, *available at* http://www.cleanwateraction.org/files/publications/CWA%20EPS%20Foam%20Cost%20Comparison.pdf

Have other communities banned food service EPS?

- In 1998, Suffolk County in Long Island was the first US jurisdiction to adopt a ban on EPS food packaging.[6]
- As of November 18, 2013, 74 local jurisdictions in California have adopted local ordinances banning certain types of polystyrene, the vast majority of which focus on food service EPS.[7]
- Earlier this month Albany County, New York adopted legislation banning food service EPS.

The "recycling pilot" legislation is simply an attempt by EPS industry groups to delay a ban.

- The proposed expanded polystyrene foam ("EPS") ban is supported by a grassroots coalition of community and environmental groups in New York City that have been studying the issue for years.
- The recycling pilot is supported primarily by Dart, one of the largest manufacturers of EPS, and chemical company lobbyists.
- Dart is just "recycling" the same tactics that have failed elsewhere. According to a report by the Los Angeles County Department of Public Works, of the 32 communities in Los Angeles County that collect EPS curbside 8 had discontinued the programs, 15 were sending the collected material to landfill, and only 7 communities were actually sending the material to a recycling facility – but even then *food containers* were not being separated and recycled at all.[8]
- Further, in 2008-09, the recycling of polystyrene lunch trays was piloted with 100 NYC schools and failed![9]

Recycling food service EPS does not make sense economically.

- Many of New York City's municipal recycling facilities, including Sims, oppose the EPS recycling designation and pilot because there is currently no market for selling food service EPS.
- EPS is challenging to bale because it breaks easily and is very lightweight, and does not make financial sense to truck to a manufacturer.
- Only a handful of companies are known for EPS recycling, including NEPCO (pictures frames) and Timbron (molding), neither of which accept food-contaminated EPS.
- In San Jose (CA), which tried to divert EPS in its curbside program numerous times over the past 15 years, recycling efforts have failed.[10]

Recycling food service EPS does not make sense environmentally.

- The old adage "Reduce Reuse Recycle" is still true. It's better to reduce something at its source than to recycle it.
- This is particularly true for products that are difficult to sort and recycle, like EPS.
- This is a classic example of "greenwashing," which means promoting something as good for the environment when it isn't.

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[6] Ecology, "Polystyrene Bans Sweep Across the US: Cities Move To Embrace Greener Packaging Alternatives," Aug. 2013, *available at* http://www.ecology.com/2013/08/23/polystyrene-bans-sweep-cities/

[7] Clean Water Action Expanded Polystyrene Foam Ban Map, "Total polystyrene foam foodware bans in California: 74," http://www.cleanwateraction.org/ca/rethinkdisposable/foambansmap (last visited Nov. 18, 2013).

[8] County of Los Angeles Public Works, "Expanded Polystyrene Food Containers in Los Angeles County - PART TWO: Feasibility of Implementing a Restriction of Expanded Polystyrene Food Containers at County Unincorporated Area Retailers," Nov. 2011 at p. 31, *available at* http://file.lacounty.gov/bos/supdocs/57043.pdf.

[9] New York City Department of Sanitation, All About Foam Plastics, "Foam Lunch Trays," http://www.nyc.gov/html/nycwasteless/html/resources/plastics_styrofoam.shtml

[10] City of San Jose Memorandum to Transportation and Environment Committee, "Stakeholder Process For Prohibition Of Expanded Polystyrene Food War," Nov. 2011 at p. 9, *available at* http://www3.sanjoseca.gov/clerk/CommitteeAgenda/TE/20111205/TE20111205_d3.PDF

Village of Larchmont Reusable Bag Initiative

What is our initiative?

We are advocating the use of reusable checkout bags and proposing a limitation on single-use retail plastic bags at point of sale.

Why this initiative?

Single-use plastic bags are a significant source of litter and pollution in our Sound Shore environment. These bags do not biodegrade, are difficult to recycle, and used for an average of 12 minutes before being discarded. They clog our waterways and storm drains and harm wildlife. The proposed law will be part of a larger educational campaign to encourage the use of reusable bags, thereby contributing to a cleaner, healthier environment.

Which kinds of bags will be affected?

- The limitation will apply **only** to bags at the point of sale.
- The following bags will be unaffected by the limitation and still be available:
  - Thin film bags used for sanitary reasons and to prevent spillage, such as those used to hold deli meats, cheeses, produce, etc.
  - Garment bags
  - Durable plastic bags that are at least 2.25 mils thick
  - Bags 28" x 36" or larger (used to hold artwork, architectural drawings, etc.)
- The limitation does not apply to other types of plastic (cups, containers, utensils, bottles.)
- Plastic bags (sandwich bags, garbage bags, etc.) will still be sold in stores.
- Newspapers will still be delivered in plastic bags.
-

How will this affect merchants?

- Merchants from communities that have imposed a ban on single-use plastic bags noted minimal disruption from the changeover, noticed an increase in reusable bag use, and did not suffer financially from the laws.
- Merchants will have 6 months from the law's date of passage to deplete their inventories.
- If merchants are in violation, a warning will be issued, and, upon repeated offense, a fine of up to $150 will be imposed.

Citizens in Sound Shore communities have a responsibility to protect and preserve our environment for the enjoyment of future generations. As guardians, it rests upon us to prevent harm to the health and beauty of our natural ecosystems and to the health of our people.

Economic and Environmental Impacts

Each year, an estimated 500 billion to 1 trillion plastic bags are consumed worldwide. That equals over 1 million plastic bags per minute. In the U.S. alone, retailers give away over 100 billion plastic grocery bags annually, costing an estimated $4 billion. Billions of bags end up in landfills and as litter on our land and in our water.

Depleting Natural Resources

Plastics are made out of petroleum and natural gas, increasing our dependence on finite fossil fuels. Drilling for these resources contributes to the destruction of fragile habitats and ecosystems around the world. Manufacturing the 100 billion plastic bags consumed annually in the U.S. requires nearly 12 million barrels of oil.

Flooding

Plastic bags on our streets wash into storm drains, which can cause local flooding. Water and sewage overflow creates a breeding ground for disease-causing germs, bacteria, and insects.

Trash in our Rivers and Oceans

According to the Center for Marine Conservation, plastic bags are among the 12 items of debris most often found in coastal cleanups. In 2010, *Save the Sound* recorded 5,383 plastic bags picked up in a single day as part of the Ocean Conservancy's Annual Coastal Cleanup around Long Island Sound. Marine life is most adversely affected by plastic bag pollution: marine animals often mistake plastic bags for food or become entangled in them.

Toxins in our Food Chain

Plastic bags do not biodegrade. Sunlight photo-degrades plastic, breaking it up into millions of small pieces. Each bit of plastic soaks up toxic chemicals like PCBs and DDT, which can contaminate water, soil, and marine animals that eat the plastic bits mistaking them for food. Increasingly, when fish are cleaned, plastic is found in their digestive systems. In all likelihood, when we eat fish, we are also eating this tainted plastic.

Recycling Isn't an Effective Option

"There's harsh economics behind bag recycling; it costs $4,000 to process and recycle one ton of plastic bags, which can then be sold on the commodities market for $32." Jared Blumenfeld, Director, Department of the Environment, San Francisco, CA

The impacts of plastic bag pollution have ignited a global movement to reduce the amount of disposable plastic bags. Over 22 countries worldwide and 85 municipalities throughout the United States have already passed plastic bag legislation, including:

Village of Mamaroneck, NY	Westport, CT	Brownsville, TX
Village of East Hampton, NY	Chestertown, MD	Austin, TX
Village of Southampton, NY	Washington, DC	San Francisco, CA
Rye, NY	Telluride, CO	Los Angeles, CA

For additional information visit our website at www.greenlarchmont.org or contact us via email at villageclerk@villageoflarchmont.org.

Sources: Environmental Protection Agency, Citizen's Campaign for the Environment, Save the Sound, San Francisco Department of the Environment

RES. 2015

SUPPORT OF COUNTY-WIDE EFFORT TO BAN SINGLE USE PLASTIC BAGS AND EXPANDED POLYSTYRENE CONTAINERS

WHEREAS, plastic bags often are discarded into the environment and end up polluting our waterways, clogging sewers, endangering marine life and causing unsightly litter that last hundreds of years and are a potential source of harmful chemicals when they do break down; and

WHEREAS, the [*City/Town or Village of* ____] has a proud history of environmental stewardship, [*insert relevant environmental legislative action*]; and

WHEREAS, the Westchester County Board of Legislators is considering an ordinance prohibiting the use of single-use plastic bags at the point of sale as well as expanded polystyrene containers throughout the entire county and encourages the utilization of re-usable bags and other recyclable and bio-degradable products; and

WHEREAS, it will be most effective to have a county wide policy regulating plastic bag distribution at the point of sale and expanded polystyrene containers rather than a piecemeal approach that would be different in each municipality. This will be less costly to local governments and less confusing for residents; and

WHEREAS, while all county residents would realize the environmental benefits of such a program, [downstream/coastal/riverine] communities such as the [*City/Town or Village of*] would realize benefits of reduced debris in its streams and rivers as well as improved water quality in [*insert relevant body of water:* Long Island Sound, Hudson River, etc]; and

WHEREAS, that efforts undertaken on a regional level that will have positive impacts for the region as a whole and for the [*City/Town or Village of*] individually;

THEREFORE, BE IT RESOLVED, that the [*City/Town or Village of*] urges Westchester County to adopt a law which would ban the use of single-use plastic bags at the point of sale and expanded polystyrene containers.

BE IT FURTHER RESOLVED, that the [*City/Town or Village of*] requests that the [*City/Town or Village Manager or Clerk*] forward a certified copy of this resolution to the Clerk of the Westchester County Board of Legislators and the Westchester County Executive Robert P. Astorino.

Pelham
Sydney McMannis

EcoPel represents both Village of Pelham and Pelhman Manor

Manor is strict and enforces their laws. Can't have a business from your home that involves deliveries and parked cars. For instance, could not tutor kids or teach them piano etc from your own home.
Pelham Manor has a new Mayor and the way things are done may start to change.

In the Village of Pelham they fine the homeowner for leaf blowing.

Manor : Fairway, Manor Market (where Gristedes used to be). Michaels, BJ's. Marshalls, Modells. Fairway seems determined to not support a ban.

Village Decchichios

EcoPel gained charitable status and became an organization in November, 2013.

For the past 15 months that have stayed silent on the plastic bag issue—the group didn't want to bring up the bags at their inception, as the issue can be disruptive and divisive. Instead they have focused on:
Clean ups
Film screening
Healthy planet dinner—series. Potluck vegetarian dinner. Close to 30 adults, and about 15 kids.
Grant for 10k for a foundation in NYC (board member from foundation) to be used on recycling bins and for the schools to get recycling properly going.
Bash the trash—anna for 5th graders. Presented to the super who told her that they were now interested in composting.
LELE slow but steady push.

Village of Pelham—maybe more amenable-but made no progress in that direction. But they're more open minded. Robert Yamuter village of Pelham Manager. Deciccios. Louisa deciccio told her that were moving into Larchmont. And, that they had plans underway to address the bag issue.

August Agenda
EC - TB TC TA
8/13/15 DP

STORMWATER CONTROL FACILITY
MAINTENANCE AND ACCESS AGREEMENT

This Agreement is made as of this_____day of, 2015, by and between the TOWN OF SOMERS, a New York municipal corporation with offices at 335 Route 202, Somers, New York 10589, hereinafter referred to as the "Town," and John Zadejelovich, 61 Granite Springs Road, Somers, New York 10589, hereinafter referred to as "PL".

W I T N E S S E T H

WHEREAS, PL is the owner of that certain plot, piece and parcel of land, with the buildings and improvements thereon, situated at the northerly side of Granite Springs Road in the Town of Somers, comprising 3.00 ± acres, and shown and designated on the Tax Map for the Town of Somers as Sheet 26.15, Block 1, Lot 44 (the "Land"); and

WHEREAS, PL has submitted a Stormwater Pollution Prevention Plan ("SWPPP") to the Town dated February 20, 2015 and prepared by Bibbo Associates, LLP which sets forth, *inter alia,* the proposed improvements to be constructed and\or installed for the purpose of controlling and mitigating stormwater runoff from the proposed construction; and

WHEREAS, the SWPPP has been approved by the Town; and

WHEREAS, as required by Sections 93-8 of the Somers Town Code, a maintenance and access agreement is to be recorded in the Office of the Westchester County Clerk (Division of Land Records) and the Town Clerk and Planning and Engineering offices in order to provide for the long-term maintenance and continuation of the various stormwater control measures shown on the approved construction plans (the "Facilities") and

WHEREAS, copies of the approved construction plans are on file with the Planning and Engineering Department of the Town at Somers at the Town Hall, 335 Route 202, Somers, New York 10589; and

WHEREAS, the Town and PL desire that Facilities be constructed and installed in accordance with the approved plans and that they thereafter be inspected, used, maintained, repaired and replaced in perpetuity in order to insure that they continue to function in the manner for which they are intended.

NOW, THEREFORE, in consideration of the approval and the mutual agreements and understandings set forth herein, and consistent with all applicable provisions of the Town Code, the Town and PL hereby agree as follows:

1. PL and/or any subsequent owner of property shall use, maintain, repair and replace the Facilities in accordance with the maintenance plan contained in the SWPPP, a copy of which maintenance plan is set forth on Schedule "A" which is annexed hereto and hereby made a part hereof (the "Maintenance Procedures").

2. PL shall perform the Maintenance Procedures and shall pay all expenses related to the use, maintenance, repair and replacement of the Facilities. In the event that the property is conveyed to another party or parties, the subsequent owner or owners shall, as a result of such conveyance, assume all responsibility for performing the Maintenance Procedures and for any other costs associated with using, maintaining, repairing and replacing the Facilities located on the property. The conveyance of the property shall unconditionally release the party conveying any such property from all obligations contained herein, unless provided for otherwise in a contract of sale or other agreement between the parties to any such conveyance.

3. PL, or any subsequent owner or owners of the property, shall provide for the periodic inspection of the Facilities to determine the condition and integrity of said measures. Such inspection shall be conducted no less than every five (5) years and shall be performed by a professional engineer who is duly licensed by the State of New York. The inspecting

engineer shall prepare and submit a written report to the appropriate property owner and to the Town's Stormwater Management Officer ("SMO") within 30 days following the completion of the inspection. Any such report of the findings shall include, if appropriate, recommendations for future use, maintenance, repair and/or replacement of the Facilities in order to ensure the continuing effectiveness of the Facilities.

4. No property owner shall authorize, undertake or permit alteration, abandonment, modification or discontinuation of the use of the Facilities except in accordance with written approval of the Town, which shall not be unreasonably withheld.

5. Any property owner shall undertake on any necessary repairs and replacement of the Facilities at the reasonable direction of the Town or in accordance with the recommendations of the inspecting engineer. In the event that the SMO determines that a lot owner has failed to construct or maintain the Facilities located on the property in accordance with the SWPPP or has failed to undertake corrective action specified by the Town or by the engineer pursuant to this Paragraph, the SMO shall notify such lot owner to perform or cause to be performed any such maintenance or corrective action. Any such notice shall be sent to such property owner by certified mail, return receipt requested, to the address for such property owner maintained by the Tax Assessor's Office for the Town. Any such property owner shall have thirty-five (35) days from the mailing of such notice to (a) complete or timely commence such corrective action; or (b) appeal any such determination of the SMO to the Town Board. The decision of the Town Board may be appealed pursuant to the provisions of Article 78 of the New York State Civil Practice Law and Rules.

6. In the event that the property owner is (a) duly notified by the Town to undertake

maintenance or corrective action pursuant to Paragraph 5, above; and (b) either (x) such property owner does not appeal said notification; or (y) the order of the Town is upheld by either the Town Board or a court of competent jurisdiction and the property owner does not, following the outcome of such appeal, carry out said maintenance or corrective action if required to do so, the Town is hereby granted an easement to enter the property for the purpose of undertaking said maintenance or corrective action to the Facilities. Reasonable notice shall be given prior to such entry. The Town may affix the expenses thereof as a lien against the property.

7. In order to give effect to the provisions of this Agreement, the Town is permitted, at reasonable times, to have access to the property for inspection of the Facilities. Access to the property pursuant to Paragraph 6 above or this Paragraph 7 shall be limited to the areas known and designated as Lot No. Forty Four (44).

8. The approval of the Town by resolution or otherwise shall be required prior to any amendment to this Agreement or the SWPPP.

9. This Agreement shall run with the land and shall be binding on the successors and assigns of PL. This Agreement is intended to be recorded in the Office of the County Clerk of Westchester (Division of Land Records) and shall be effective as of the _____day of _____, 2015.

10. The singular number as used herein shall be read as the plural number, and *vice versa,* and the masculine gender shall be read as the feminine or neuter gender, whenever necessary to

give full effect to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

John Zadjelovich (Applicant)	THE TOWN OF SOMERS
By: _____ John Zadjelovich	By: _____ Rick Morrissey, Supervisor

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of_____ , 2015 before me, a notary public of New York State, personally appeared John Zadejelovich, Applicant, personally known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument and (s) he duly acknowledged to me that (s) he executed the same in his/her capacity and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____ , 2015 before me, a notary public of New York State, personally appeared Rick Morrissey, personally known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument and (s)he duly acknowledged to me that (s)he executed the same in his/her capacity as the Supervisor of the Town of Somers and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

Record and Return:
Bibbo Associates, LLP.
293 Route 100 – Suite 203
Somers, NY 10589

SCHEDULE "A" TO STORMWATER CONTROL FACILITY MAINTENANCE AND ACCESS AGREEMENT BY AND BETWEEN JOHN ZADJELOVICH AND THE TOWN OF SOMERS

As used herein, "Short Term Maintenance Requirements" are those stormwater control measures to be undertaken by the property owner during such time as the building is under construction upon said property. "Long Term Maintenance Requirements" are those stormwater control measures to be undertaken following the completion of construction.

Maintenance and Inspection Requirements:

Maintenance and inspections are required in order to ensure the stormwater and erosion and sediment control practices are acting as designed. Inspections will be performed once a week and/or after 1/2 "of rainfall during construction. Upon completion of construction and the subsequent filing of the Notice of Termination, maintenance and inspections are expected to be minimal. Temporary and permanent maintenance and inspection requirements are further discussed below. Proper maintenance and inspections will ensure the longevity and effectiveness of the stormwater pollution prevention plan, and erosion and sediment control plan.

Short Term Maintenance and Inspection Requirements:

Inspections preformed during construction should verify all practices are functioning properly, correctly maintained, and accumulated sediment is removed from all control structures. The inspector must also examine the site for any evidence of soil erosion, the potential for pollutants to enter the storm drain system, turbid discharge at all outfalls, and the potential for soil and mud to be transported on the public roadway at the site entrance. In addition to these general guidelines, the project plans will provide more specific erosion control guidelines, as well as a construction sequence to guide the contractor through the construction process. Discussed below are specific maintenance and inspection requirements for the temporary practices to be employed at the site.

The contractor shall notify the Town of Somers stormwater enforcement official at least 48 hours prior to the commencement of any of the following construction stages: start of construction, installation of erosion and sediment control measures, completion of site clearing, completion of rough grading, installation of stormwater management practices, completion of final grading and stabilization of disturbed areas, closure of construction, and completion of final landscaping.

During construction, the silt fence should be inspected to ensure correct installation. In addition, any accumulated sediment resulting in "bulges" in the silt fence should be removed and mixed with onsite soil. Any damaged or torn silt fence should be replaced. The construction entrance should be checked to ensure no sediment is being deposited onto the public roadway. Should sediment be observed, it should be removed from the street, and the stone in the construction entrance replaced. The temporary sediment traps should be inspected regularly during construction for accumulated sediment. The temporary sediment trap should be cleaned when accumulated sediment has reached a level in height equal to half of the total depth of the sediment trap.

Once construction is completed and the site has been stabilized, a Notice of Termination shall be filed. At this point limited maintenance requirements are anticipated.

Long Term Maintenance and Inspection Requirements:

Once final stabilization is achieved, and construction complete maintenance and inspections will be limited to the infiltration system, and infiltration basin. The Maintenance and Inspection Checklists from Appendix "G" of the New York State Stormwater Management Design Manual shall serve as a guide for maintaining and inspecting the infiltration facilities. Appendix "G" can be found as part of the SWPPP on file with the Town of Somers and at http://www.dec.ny.gov/chemical/29072.html.

Inspections of the following items should be performed at a minimum annually and following significant rainstorm events:

Infiltrators and Infiltration Basin:

Inspection of the infiltrator units, and infiltration basin to ensure accumulated water is infiltrating into the soil, and debris has not entered the infiltration facilities. Any debris should be removed. Once debris is removed, if stormwater is still not infiltrating contact a professional engineer licensed in the State of New York to examine the system.

Yard Drains and Diversion Structures:

Inspect monthly and after heavy rain storms > '/2" in 24 hours for sediment accumulation in sumps. Accumulated sediment should be removed immediately.

Inspection of the outlet of the overflow pipe to ensure it is not plugged or clogged.

Rip-Rap Outlet Protection:

Inspections of the Rip-Rap pad to ensure no stones have become dislodged. Any missing stones should be replaced.

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5365
Fax
(914) 277-4093

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com

Sept Agenda
EC - TB TC TA
Dof Fin
8/25/15 bys

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

Syrette Dym, AICP
Town Planner
sdym@somersny.com

RECEIVED
AUG 25 2015
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

Date: August 20, 2015

To: Director of Finance T10(914)

From: Wendy Getting
Senior Office Assistant

RE: **Erosion Control Bond**
Palumbo Wetland and Stormwater Management and Erosion and Sediment Control Permit
TM: 38.13-2-12

Attached is a check in the amount of $500.00 posted by Daniel P. Palumbo, 202 Parkview Avenue, Bronxville, NY 10708-1311 in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

September Agenda

EC - TB
TC
IA
Dir of Fin

8/20/15 bjp

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

Telephone
(914) 277-3866
Fax
(914) 277-4093

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com

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

Sylvia Dym, AICP
Town Planner
sdym@somersny.com

RECEIVED
AUG 20 2015
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

Date: August 19, 2015

To: Director of Finance T10(914)

From: Wendy Getting
Senior Office Assistant wg

RE: **Erosion Control Bond**
Boniello/Wooded Acres Stormwater Management and Erosion and Sediment Control and Steep Slope Permit
TM: 48.17-1-31

Attached is a check in the amount of $500.00 posted by Boniello Land and Realty Ltd., 165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

Highway Department

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

THOMAS E. CHIAVERINI
Superintendent of Highways

LOUIS N. NOTO, JR.
Deputy Supt. of Highways

Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

September Agenda
EC - TB TC TA
DM 7th
8/24/15 DJS

RECEIVED
AUG 24 2015
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. of HIGHWAYS

RE: MATERIAL BIDS FOR 2016

DATE: AUGUST 20, 2015

The Superintendent of Highways requests permission to go to bid for 2016 materials for the Highway Department.

Thank you,

Thomas E. Chiaverini
Supt. of Highways

cc: Town Clerk

PERFORMANCE BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 106267925

CONTRACTOR:
(Name, legal status and address)
Landscape Unlimited, Inc.
13 Frances Drive, Katonah, NY 10536

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
Bond & Financial Products, Construction Services

OWNER:
(Name, legal status and address)
Town of Somers-- Water & Sewer Department
PO Box 618, 40 Lakeview Drive, Shenorock, NY 10587

CONSTRUCTION CONTRACT
Date July 8, 2015
Amount: $ Ninety-Seven Thousand Five Hundred Dollars & 00/100s ($97,500.00)***
Description:
(Name and location) Cypress Lane Water Replacement
Engineer's Project No. 213779.20

BOND
Date: July 8, 2015
(Not earlier than Construction Contract Date)

Amount: $ Ninety-Seven Thousand Five Hundred Dollars & 00/100s ($97,500.00)***
Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: Landscape Unlimited, Inc.
(Corporate Seal)
Signature:
Name and Title: Stephen Vieira, President

SURETY
Company: *Travelers Casualty and Surety Company of America*
(Corporate Seal)
Signature:
Name and Title: Jeffrey P. Deldin, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY -- Name, address and telephone)
AGENT or BROKER:
Bruen Deldin DiDio Associates Inc.
3 Starr Ridge Road, Suite 100, Brewster, NY 10509
(845) 279-5151

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106267925

CONTRACTOR:
(Name, legal status and address)
Landscape Unlimited, Inc.
13 Frances Drive, Katonah, NY 10536

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
Bond & Financial Products, Construction Services

OWNER:
(Name, legal status and address)
Town of Somers-- Water & Sewer Department
PO Box 613, 40 Lakeview Drive, Shenorock, NY 10587

CONSTRUCTION CONTRACT
Date: July 8, 2015
Amount: $ Ninety-Seven Thousand Five Hundred Dollars & 00/100s ($97,500.00)***
Description:
(Name and location) Cypress Lane Water Replacement
Engineer's Project No. 213779.20

BOND
Date: July 8, 2015
(Not earlier than Construction Contract Date)

Amount: $ Ninety-Seven Thousand Five Hundred Dollars & 00/100s ($97,500.00)***
Modifications to this Bond: [X] [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Signature: Landscape Unlimited, Inc.
Name and Title: Stephen Vieira, President

SURETY Travelers Casualty and Surety Company of America
Company: *(Corporate Seal)*
Signature:
Name and Title: Jeffrey P. Deidin, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Bruen Deidin DiDio Associates Inc.
3 Starr Ridge Road, Suite 100, Brewster, NY 10509
(845) 279-5151

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

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The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the

Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

McCullough, Goldberger & Staudt, LLP
Attorneys at Law
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FRANK S. McCULLOUGH, JR.
JAMES STAUDT
LINDA B. WHITEHEAD
SETH M. MANDELBAUM

JOANNA C. FELDMAN
DEBORAH A. GOLDBERGER
EDMUND C. GRAINGER, III
PATRICIA W. GURAHIAN
MEREDITH A. LEFF
RUTH F-L. POST
KEVIN E. STAUDT
STEVEN M. WRABEL

CHARLES A. GOLDBERGER
KEITH R. BETENSKY
COUNSEL

FRANK S. McCULLOUGH (1905-1998)
EVANS V. BREWSTER (1920-2005)

August 26, 2015

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

Re: Somers Realty Planned Hamlet Phase 3 – Road Names

Dear Supervisor Morrissey and Members of the Town Board:

I am writing on behalf of Somers Realty Corp., the owner of the Somers Realty Planned Hamlet property. We are currently in the process of obtaining subdivision approval for the balance of the property which will in part create the lots to be conveyed to AvalonBay. The subdivision will create four (4) additional roads which are intended to be Town roads, in addition to the completion of Clayton Boulevard. These roads are indicated as Proposed Town Roads B, C, D and E on the map provided herewith. AvalonBay's internal roads will be private. Town Board approval of the names for the Town roads is required.

As some of you will recall, we had lengthy discussions at the time of the phase 1 subdivision in relation to naming Clayton Boulevard, as most of the historic names relating to the area had already been used. We have undertaken additional historic research in an effort to identify additional historic names and based thereon are proposing the following potential road names for the Board's consideration.

Halstead Road (W. Halstead appears as a resident in the area between Mahopac Avenue and Rt. 118 on the 1868 F. W. Beers map)
Hoyt Street (this name appears in the area on the 1914 Town Map)
Columbus Street (Columbus was the name of one of Baily's elephants)
Stephentown Road (Stephentown being the original name of the Town of Somers)

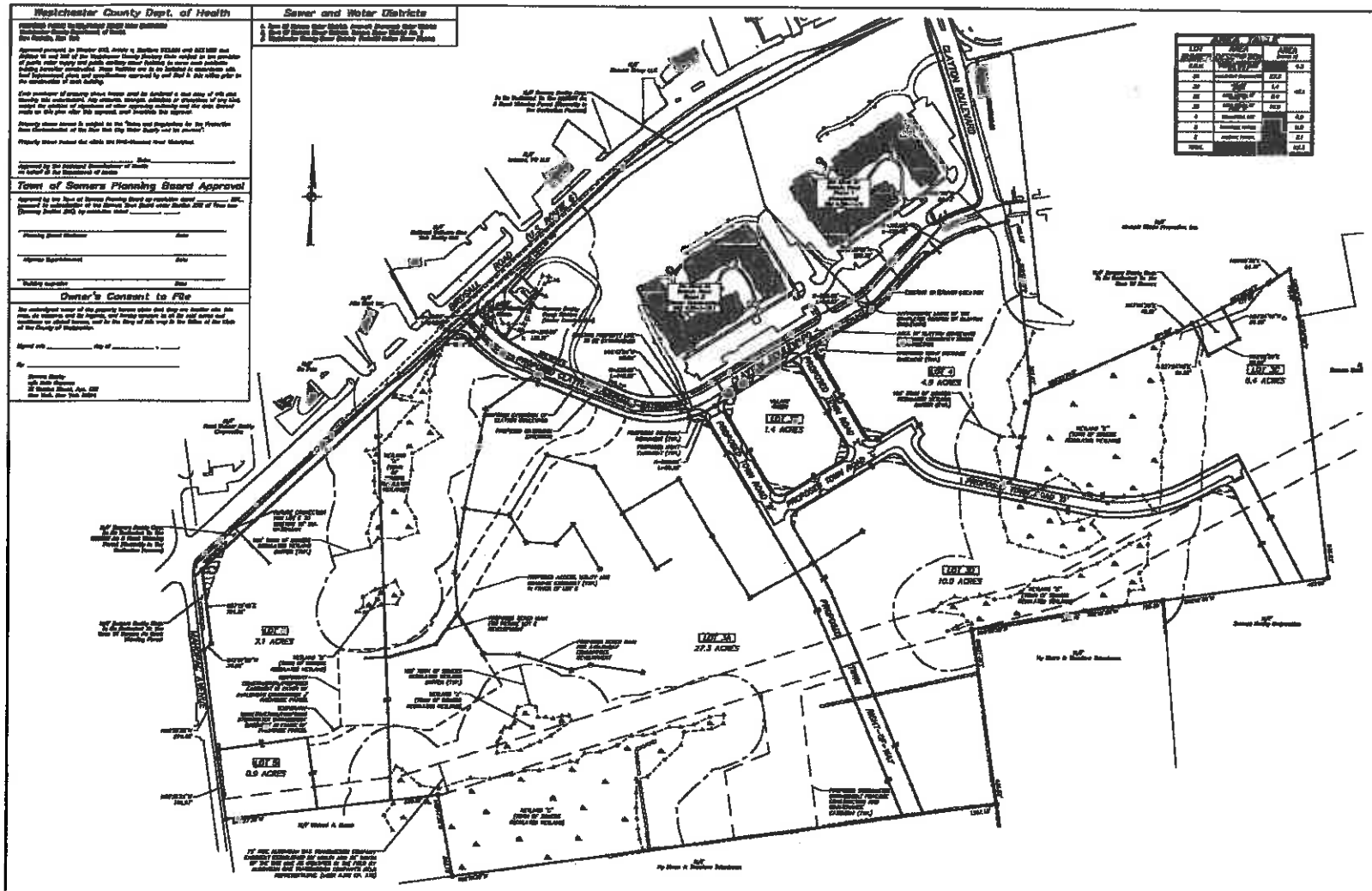
We do not believe from our research that roads with these names exist in the Town. We are also happy to consider any other names which the Board would propose.

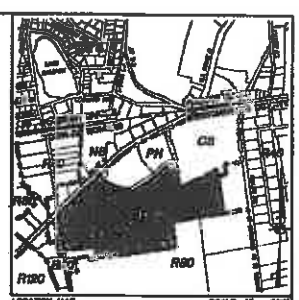
Westchester County Dept. of Health

Sewer and Water Districts

Town of Somers Planning Board Approval

Owner's Consent to File





LOCATION MAP SCALE: 1" = 800'

OWNER/APPLICANT:

SITE DATA:

GENERAL NOTES:

Engineer's Certification

Land Surveyor's Certification

GRAPHIC SCALE

LEGEND

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

Preliminary Subdivision Plat

known as the

SOMERS REALTY-PH ZONE PHASE III RE-SUBDIVISION OF LOT 3

AS SHOWN ON FILED MAP #28375

Situate in

Town of Somers, Westchester County, New York

Scale: 1" = 100'

County Index Sheet 310, Block 1142

Date: February 17, 2016

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227331

Certificate No. 006217829

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeffrey P. Doldin, Christopher Greene, Scott Halney, Raegan Gagliolino, and Diana Toledo

of the City of Brewster, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of January, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 7th day of January, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July, 2015.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK $ 6,400,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 127,187,283	UNEARNED PREMIUMS	$ 855,349,712
BONDS	3,411,436,937	LOSSES	680,166,443
STOCKS	326,931,879	LOSS ADJUSTMENT EXPENSES	356,911,923
INVESTMENT INCOME DUE AND ACCRUED	45,277,103	COMMISSIONS	34,142,045
OTHER INVESTED ASSETS	4,019,410	TAXES, LICENSES AND FEES	11,524,960
PREMIUM BALANCES	209,982,004	OTHER EXPENSES	40,007,405
NET DEFERRED TAX ASSET	62,633,644	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,560
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,662
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,985
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,037,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,076,855	POLICYHOLDER DIVIDENDS	7,376,609
		PROVISION FOR REINSURANCE	3,416,606
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,580,768
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,034,142
		ESCHEAT LIABILITY	1,136,046
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	$ 2,110,576,193
		CAPITAL STOCK	$ 6,400,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,674,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,114,657,475
TOTAL ASSETS	$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	$ 4,225,233,665

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
19TH DAY OF MARCH, 2015

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

Individual Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

State of _____ }
County of _____ } ss.

On this _____ day of _____ 19____ before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____ _____ Notary Public

Acknowledgment

PARTNERSHIP ACKNOWLEDGEMENT

State of _____ }
County of _____ } ss.

On this _____ day of _____ 19____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____ _____ Notary Public

Acknowledgment

CORPORATE ACKNOWLEDGEMENT

State of New York }
County of Westchester } ss.

SANDRA R. BRADLEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6191294
Qualified in Westchester County
My Commission Expires August 11, 2016

On this 8th day of July 2015 before me personally came Stephen Vieira, to me known, who being by me duly sworn, did depose and say that he is the president of Landscape Unlimited, Inc the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 8-1-16 _____ Notary Public

Acknowledgment

SURETY ACKNOWLEDGEMENT

State of New York }
County of Putnam } ss.

On this 8th day of July 2015, before me personally came Jeffrey P. Deldin to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Travelers Casualty and Surety Company of America the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____ _____ Notary Public

RM # 23

CHRISTOPHER P. GREENE
Reg #01GR6110634
Notary Public, State of New York
Qualified in Putnam County
My Commission Expires 6/01/16