I. **PLEDGE OF ALLEGIANCE:**

7:00pm Regular Meeting

II. **ROLL CALL:**

III. **PUBLIC HEARINGS:**

Continuation of:

1. Proposed Amendments to Zoning Regulations, Section 170-3 of the Code of the Town of Somers to add that a mature cockerel be defined as when it starts crowing.

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

PUBLIC COMMENT
Please limit your comments to no more than 3 minutes.

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

VI. **BUSINESS OF THE BOARD:**

A. **PARKS & RECREATION:** No additional business.

B. **TOWN BOARD:**
   1. Legislators Michael Kaplowitz / Kitley Covill – Annual Update
   2. Independence Day Celebration – Discussion
   3. 2019 Fireworks Contract – Discussion
   4. Town’s Sewer Projects and Discussion on Path Forward.

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

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

E. **PERSONNEL:**

1. **Current Vacancies:**
   a. Affordable Housing Board (1-2-year term ending 7/11/2019.)
   b. Affordable Housing Board (1-2-year term ending 7/11/2020.)
   c. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
   d. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)
   e. Planning Board (1 – 7-year term ending 12/31/2021.)

2. **Upcoming Vacancies - Terms Expiring in 2019:**
   a. Parks and Recreation Board (2 – 3-year terms ending 3/9/2019.)
3. Authorize the hiring of Ms. Barbara Brandt as a Provisional Assessment Clerk at an annual salary of $45,597.00 per memo dated February 4, 2019 from Rick Morrissey, Supervisor effective January 14, 2019.

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

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

H. **CONSENSUS AGENDA:**

1. Accept the following Erosion Control Bonds:
   a. $300.00 Erosion Control Bond Immediato Wetland Permit – TM: 16.06-3-30
   b. $500.00 Erosion Control Bond McKenna Subdivision – TM: 37.15-1-22

2. Authorize the partial refund of application for special use permit renewal for wireless telecommunication facilities per January 14, 2019 memo from Syrette Dym, Director of Planning.
   a. $500.00 Special Use Permit Renewal (Snyder&Snyder LLP)
   b. $500.00 Special Use Permit Renewal (Snyder&Snyder LLP)

3. Authorize the return of the following Bond per January 18, 2019 memo from Steven Woelfle, Principal Engineering Technician.
   a. $100.00 Erosion Control Bond (Jacob Ringer)

4. Accept the following Bonds per February 6, 2019 memo from Steven Woelfle, Principal Engineering Technician.
   a. $235,000.00 Executed Site Improvement Performance Bond No.: 8566N (Tamarack and Vine Subdivision)
   b. $5,900.00 Executed Erosion Control Bond No.: 8565N (Tamarack and Vine Subdivision)

5. Authorize the following per January 29, 2019, January 30, 2019, and January 31, 2019 memos from Steven Ralston, Superintendent of Parks and Recreation:
   a. Execute the Concession Agreement with O’Neill’s Concessions.
   b. Permission to go to bid for Summer Camps Trip Transportation.
   c. Permission to replace the 2006 Chevy pickup with a dump bed truck from the County Contract not to exceed $57,000.
6. Authorize the following per January 3, 2019 memo from Robert Kehoe, Director of Finance:
   a. The adoption of 2018 Highway paving budget to be funded by the General Fund Capital Project Fund Balance.
   b. The adoption of the Solar Panel project at the Highway Department to be funded by the $100,000 SAM Grant.

7. Authorize the Supervisor to execute the following:
   a. Second Amendment to Somers Crossing Community Benefits Agreement Relative to Sidewalks to Be Constructed Prior to Issuance of Certificate of Occupancy for DeCicco’s.
   b. Second Amendment to Water Main Easement Relative to the Crossroad’s Project.
   c. First Amendment to Drainage Easement Relative to the Crossroad’s Project.
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 14, 2019</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting&lt;br&gt;<strong>Continuation:</strong>&lt;br&gt;&lt;strong&gt;Public Hearing&lt;/strong&gt; - Proposed Amendments to Zoning Regulations, Section 170-3 of the Code of the Town of Somers to add that a mature cockerel be defined as when it starts crowing.&lt;br&gt;&lt;strong&gt;Public Hearing&lt;/strong&gt; - Proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo.</td>
</tr>
<tr>
<td>March 7, 2019</td>
<td>7:00pm</td>
<td>Town Board Work Session&lt;br&gt;/ Regular meeting&lt;br&gt;&lt;strong&gt;Public Hearing&lt;/strong&gt; – Proposed Local Law to prohibit Marijuana Sales in the Town of Somers.</td>
</tr>
<tr>
<td>April 4, 2019</td>
<td>7:00pm</td>
<td>Town Board Work Session</td>
</tr>
<tr>
<td>April 11, 2019</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting</td>
</tr>
</tbody>
</table>

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on December 13, 2018 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to amend Chapter 170, entitled Zoning, Article I, entitled General Provisions §170-3 entitled Definitions to define mature cockerel in the Code of the Town of Somers.

All persons having an interest in the proposed local law are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed local law will be available and may be examined in the Office of the Town Clerk during regular business hours.

By Order of the Town Board of the Town of Somers

Patricia Kalba
Town Clerk

Dated: November 29, 2018
PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on December 13, 2018 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled Property Maintenance by adding Article II, Section 135-8 entitled Regulation of Bamboo.

All persons having an interest in the proposed local law are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed local law will be available and may be examined in the Office of the Town Clerk during regular business hours.

By Order of the Town Board
of the Town of Somers

Patricia Kalba
Town Clerk

Dated: November 29, 2018
THIS AGREEMENT is made on this 8th day of January, 2019, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; and

Town of Somers NY, herein after known as the designated Party of the Second Part.

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


2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.

3. See Page 2

4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.

5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.

6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.

7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.

8. See Page 2

9. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.

10. Total contract amount $10,000.00. United States Dollars.

WITNESS:

GARDEN STATE FIREWORKS, INC.

BY

TOWN OF SOMERS N.Y.

BY
3. The Party of the First Part and the Party of the Second Part agree to a cancellation of the said display in the event of inclement weather. In the event of cancellation, the Party of the Second Part agree to carry the contract to the 2019 Independence Day Celebration in the Town of Somers.

8. The Party of the First Part will submit a completed voucher to the Town of Somers in June 2019. Payment will be made for the fireworks in the July abstract of the Town of Somers after the fireworks exhibition.

TOWN OF SOMERS N.Y.  

DATE

GARDEN STATE FIREWORKS

DATE

January 8, 2019
Town of Somers

Lake Community Sewer Projects to Improve Water Quality and Protect Public Health

Project Update - NWWC Meeting Outcome | Review of Alternatives | Town Board Decide Path Forward

Commitment & Integrity Drive Results

Woodard & Curran
Projects Update – NWWC Meeting

On January 12, the Town of Somers submitted funding requests to the NWWC and Westchester County totaling $71M as follows:

■ **Project 1** —
  Lake Shenorock and Lake Lincolndale (Phase 1)
  ➢ Install base infrastructure around Lakes
  ➢ 119 Homes
  ➢ $10M funding request

■ **Project 2** —
  Lake Shenorock (full build out)
  ➢ Complete collection system for remaining Shenorock Community
  ➢ 654 additional homes
  ➢ $31M funding request

■ **Project 3** —
  Lake Lincolndale plus Lake Purdys
  ➢ Complete collection system for remaining Lake Lincolndale Community
  ➢ Install collection and conveyance system for Lake Purdy’s
  ➢ 472 additional homes
  ➢ $30M funding request
NWWC Meeting Details

- A total of $167M in requests were made by the NWWC Communities
- The NWWC only presently has $31M in remaining funding
- The NWWC and Westchester County are going to seek additional funding to support expansion of the WC EOH funded program
- Three resolutions passed:
  - 1 – Allocated $10M each toward Somers, Yorktown and New Castle with any remaining funds from the initial allocation toward Mt. Kisco needs.
  - 2 – Identified an additional $132M long range need and asked the County to seek funding from NYCDEP
  - 3 – Approved $175K each to Somers and Lewisboro for Water Quality Projects (Somers Salt Shed)
- Sentiment growing that regardless of funding allocations, progress needs to be made or allocations should be reconsidered.
Based on NWWC Meeting and the Previous Discussions with Heritage Hills

THE TOWN HAS TO MAKE A FEW DECISIONS:

- **Near Term** – Now that the $10M is allocated, choose a path forward.

- **Long Term** – The Town to consider initiating work on Sewer Projects in Lake Shenorock, Lake Lincolndale, Lake Purdy’s and the Business Historic District, to advance those projects and position the Town for future funding cycles at State and EOH (if additional funding secured).
## Near Term: With $10M Allocation in Place, the Town Needs to Select Path Forward

<table>
<thead>
<tr>
<th>OPTION</th>
<th>RISK</th>
</tr>
</thead>
</table>
| Option 1 - Wait for BOL  
1. The Shenorock portion of Option 1 is subject to approval by the WC BOL to expand the Peekskill Hollow Sewer District.  
2. Wait until WC BOL approves Shenorock into the Peekskill Hollow Sewer District before proceeding. | An extended process, and in the context of the sentiment emerging at the NWWC to spend the money on projects that are ready regardless of allocation, the Town could lose the $10M funding. |
| Options 2 - Proceed with Project 1 as defined understanding Risks  
1. Proceed with Project 1 as Conceptualized in both Shenorock and Lincolndale – detailed design of Phase 1 to support CFA Funding in July and Map, Plan, and Report for entire community to support WIA Funding in September.  
2. Continue to pursue expansion of WC Peekskill Hollow Sewer District to include Shenorock. | If the not approved by the BOL – expenditures on design in Shenorock portion of the project are not eligible. |
| Option 3 - Proceed on Lincolndale while working on BOL Approval  
1. Proceed with detailed design for Lincolndale portion of $10M seeking to position the Town to leverage the EOH funding into CFA in July.  
2. Prepare Map, Plan, and Report for entire community to position the Town for WIA Applications for additional funds in September.  
3. Continue to pursue Shenorock approvals into County Sewer District. | Discussions with public have focused on moving both Shenorock and Lincolndale together using the $10M. Likely more of the $10M than originally envisioned will be directed to Lincolndale to maximize matching funds. State funding cycles are July (CFA) and September (WIIA) – delays in proceeding will push additional funding opportunities to future years. |
Long Term

The Town to consider initiating work on Sewer Projects in Lake Shenorock, Lake Lincolndale, Lake Purdy’s and the Business Historic District, advance those projects and position the Town for future funding cycles at State and EOH (if additional funding secured).

- The following tables outline, by community, the actions suggested to advance to completion sewers in all three communities
- The Project Schedule and Approach assumes that the Town will complete sewers in all three communities by the end of 2024
# Schedule/Approach - Lincolndale

<table>
<thead>
<tr>
<th>Lincolndale</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1. Develop and Initiate Public Communications</td>
<td>1. Bid Phase 1 (Q1)</td>
<td>1. Bid Phase 2</td>
<td>1. Bid and Construct any Final Phases</td>
</tr>
<tr>
<td></td>
<td>2. Final Design Phase 1</td>
<td>2. Construct Phase 1 (Q2-4)</td>
<td>2. Construct Phase 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Prepare Conceptual Design and Financial Plan for entire community</td>
<td>3. Design Phase 2 to position for CFA(Q1-2)</td>
<td>3. Proceed with any future phases Design to position for CFA and WIIA</td>
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<tr>
<td></td>
<td>4. Develop Map, Plan, and Report for the Lincolndale District</td>
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<tr>
<td></td>
<td>5. Secure Agreement with Heritage Hills for all of Lincolndale Capacity</td>
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<td></td>
<td>6. Apply for CFA in July</td>
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<td></td>
<td>7. Apply for WIIA in September</td>
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# Schedule/Approach - Shenorock

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Shenorock</strong></td>
<td>Secure BOL Approvals</td>
<td>1. Design Phase 1</td>
<td>1. Bid Phase 1</td>
<td>1. Bid Phase 2</td>
<td>1. Bid and Construct any Final Phase</td>
</tr>
<tr>
<td></td>
<td>Develop and Initiate Public Communications</td>
<td>2. Develop Map, Plan, and Report for the Shenorock District</td>
<td>2. Construct Phase 1</td>
<td>2. Construct Phase 2</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>3. Apply for CFA in July</td>
<td>3. Design Phase 2 to position for CFA and WIIA Funding</td>
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<td></td>
<td></td>
<td>4. Apply for WIIA in September</td>
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## Schedule/Approach – Purdys and BHP District

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<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Apply for CFA in July</td>
<td>3. Design Phase 2 to position for CFA (Q1-2) and WIIA Funding</td>
<td>3. Proceed with any future phases Design to position for CFA and WIIA</td>
<td>3. Proceed with any future phases</td>
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<tr>
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<td></td>
<td>4. Apply for WIIA in September</td>
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</table>

**Note:** The table outlines the schedule/approach for the Purdys and BHP District, detailing key milestones for each year from 2019 to 2024.
Decisions Town Board Tonight

- Decide Path Forward
  - Initial $10M Allocation
  - Long Term Program

- W&C to refine Proposals associated with Path Forward and provide to Town Board by EOD Tuesday, February 12

- Town Board to review and vote on proposals at February 14, 2019 Town Board Meeting

- W&C Begin by March 1
Via Electronic Mail

February 7, 2019

Rick Morrissey, Supervisor
Town of Somers
335 Route 202
Somers, NY 10589

Re: Proposal for Professional Services
Sanitary Sewer Extensions

Dear Rick:

Woodard & Curran is pleased to present the Town of Somers with this proposal for professional services related to advancing development of sewer district and design for sanitary sewer extensions. Below please find our Project Background and the Scope of Services for two projects focused on advancing the Town-wide efforts.

Background

At the January 15, 2019 meeting of the Northern Westchester Watershed Coalition (NWCC), a resolution was passed allocating $10 million to the Town of Somers from the East of Hudson Water Quality Improvement Program funds for sanitary sewer extensions in the Lake Shenorock and Lake Lincolndale communities. This allocation is a portion of a request to the NWCC for a total of $71 million to fully build out sewers in Shenorock and Lincolndale, as well as sewers for Lake Purdys. At this time, only the initial $10 million allocation is confirmed, but this proposal includes elements to advance planning efforts for the full request in order to best position Town for future grant and funding opportunities to proceed with those projects in the future.

In 2015, Woodard & Curran completed the Lake Shenorock Wastewater Study that evaluated options for providing sanitary sewers to Lake Shenorock, utilizing the $10M in EOH WQIP funds. Since then, planning efforts have expanded to include Lake Lincolndale. The proposed sewer system for Lake Shenorock would discharge to the Somers Preserve pump station and ultimately to Westchester County's Peekskill Sewer District, while Lake Lincolndale flow would discharge to the Heritage Hills WWTP. As expansion of the County Sewer District requires Board of Legislature approval, it is recommended to move forward with design of the Lake Lincolndale design while the BOL approval of the Lake Shenorock connection is secured.

Woodard & Curran will continue to coordinate with the County to obtain approval for expansion of the County sewer district to accept flow from Lake Shenorock under the work already authorized by the Town. This prior authorization also included community education and outreach, which will continue throughout the work described below. Community outreach is currently focused on updates to key community leaders at meetings of the Somers Lake Sustainability Program Committee, but would capitalize on this effort and expand to include additional meetings, mailings, and presentations as needed and as authorized by the Town Board.
Scope of Services

Woodard & Curran has organized the work to advance the Town-wide sewer programs into two proposals (1) Lake Lincolndale (leveraging EOH funds) and (2) Lake Purdy's (Town Funded) as described below.

Proposal 1 - Lake Lincolndale Sanitary Sewer Design

Task 1.1 Map, Plan, and Report

The initial phase will be development of the Map, Plan, and Report for full sanitary sewer buildup in Lake Lincolndale. The Map, Plan, and Report will provide the basis for formation of the sanitary sewer district, including development of:

- sanitary sewer main layout and sizing.
- pump station location and sizing.
- properties to be included in the District.
- anticipated sanitary sewer flows.
- District capital and annual costs
- annual costs per property.

In addition to providing the basis for formation of the sanitary sewer district, the Map, Plan, and Report will be used for funding applications to determine project eligibility under programs such as the NYSDEC Water Quality Improvement Program (as part of CFA in June/July) and NYSEFC Water Infrastructure Improvement Act (September). These grant funding program awards are typically announced by December. Woodard & Curran will prepare and submit the applications for these grant opportunities for the 2019 and 2020 funding cycles. If successful, the award amount from NYSDEC and NYSEFC will be combined with all or part of the $10 million allocation from EOH funds to determine the overall project size that will be constructed.

Concurrent with preparation of the Map, Plan, and Report, Woodard & Curran will assist the Town in preparation of Environmental Assessment Forms required for completion of the SEQR process. The Map, Plan, and Report will be subject to review and approval by both Westchester County Department of Health (WCDOH) and NYCEP. At this time, estimated annual costs per property are expected to be lower than the Special District Threshold set by the Office of the State Comptroller, so a waiver is not anticipated.

The anticipated duration of Task 1.1 is estimated to be six months from authorization to proceed. The proposed fee for this Task is $98,000 to be invoiced on a lump sum percentage complete basis.

Task 1.2 – Lake Lincolndale Sanitary Sewer Detailed Design

Following completion of Task 1.1, Woodard & Curran will proceed with Detailed Design of the sanitary sewer system for Lake Lincolndale. Preliminary design will include the following tasks:

- Topographic survey of the proposed sanitary sewer area.
- Wetlands delineation within the proposed sanitary sewer area.
- Borings required to establish the subsurface conditions and presence and location of subsurface rock within the sewer area.
- Submission of a geotechnical report which will serve as the basis of design for sewer bedding and foundation design, and assist with developing plans for dewatering and excavation support.
• Development of drawings depicting the work to be done at a scale of 1" equals 40' horizontal and 1" equals 4' vertical for plan and profile sheets;

• Development of detail sheets, pump station site plan(s), and any additionally required plans at scales as determined by the Engineer;

• Development of project specifications and bidding documents compliant with applicable bidding laws, regulatory requirements, and funding agency requirements;

• Submission of required permit applications for review and approval by WCDOH, NYSDEP, and NYSDEC.

The anticipated duration of Task 1.2 is approximately nine months from authorization to proceed. The proposed fee for this Task will be a function of the amount of sewer to be installed as part of Phase 1 of the project; which will be based on the amount of additional grant funding, if any, that is secured through the CFA and WIIA grant application process. As a result, we will provide the Town with a detailed cost estimate at the time the scope of the work is defined.

**Task 1.3 – Bidding and Construction Phase Services**

Following completion of Task 1.2, Woodard & Curran will proceed with Bidding and Construction Phase services. The full extent of the project to be bid and constructed will depend on the total amount of funding available for the project, so bidding and construction phase will vary accordingly. A fee for these services will be developed and presented to the Town at that time.

**Proposal 2 – Lake Purdys Conceptual Sewer Planning**

Woodard & Curran will develop a conceptual sewer plan for Lake Purdys. The conceptual plan will include evaluation of gravity sewer versus low pressure sewer and development of a preliminary sewer layout, pump station location, and conveyance piping to the disposal point at Heritage Hills. The conceptual plan will identify the parcels proposed to be connected to the sewer and include preliminary cost estimates. Sewer profiles, subsurface investigations, and detailed design and specifications would not be included at this time. Three (3) meetings with Town and two (2) meetings with Heritage Hills are anticipated for this portion of work. The proposed fee for this Task is $27,000 to be invoiced on a lump sum percentage complete basis.

Please do not hesitate to call if you have any questions or want to discuss any aspect of the proposals or the overall Town efforts to provide sanitary sewers. We appreciate the opportunity to continue to support the Town on exciting projects like this.

Sincerely,

WOODARD & CURRAN ENGINEERING P.A. P.C.

[Signature]

Joseph C. Barbagallo, P.E., BCEE
Principal
February 4, 2019

Memo

TO: Town Board
FROM: Rick Morrissey, Town Supervisor
RE: Barbara Brandt

We’ve received the canvas list for a full-time Assessment Clerk given that Teresa Delaney has resigned. There is only one candidate on the list thus making it a non-binding eligible list.

Barbara Brandt has been filling in as a temporary Assessment Clerk. Teresa Stegner requested we hire Barbara on a more permanent basis. I am requesting authorization to appoint Barbara Brandt as provisional Assessment Clerk at an annual salary of $45,597.00 effective January 14, 2019.

Barbara will need to take a future dated exam, pass and be reachable by the Rule of Three to have her status changed from provisional to probationary.

Thank you.

Cc: Teresa Stegner – Assessor
    Patty Kalba - Town Clerk
    Roland Baroni – Town Attorney

RM/kd
Z:\Supervisor\kdelucia\Memos\Town Board_B. Brandt_Assessment Clerk.doc
Date: January 8, 2019

To: Director of Finance  T10(914)

From: Wendy Getting
Senior Office Assistant

RE: Erosion Control Bond
Immediato Wetland Permit
TM: 16.06-3-30

Attached is a check in the amount of $300.00 posted by James Immediato, NY, in payment of an Erosion Control Bond.

Att.

cc: Town Board
    Town Clerk
Date: January 11, 2019
To: Director of Finance  T10(914)
From: Wendy Getting Senior Office Assistant

V: 2019-

Attached is a check in the amount of $500.00 posted by Nigel McKenna,
in payment of an Erosion Control Bond.

Attn: cc: Town Board
       Town Clerk
Date: January 14, 2019

To: Town Board

From: Syrette Dym

Director of Planning

RE: Partial Refund of Application for Special Use Permit Renewal for Wireless Telecommunications Facilities

121 Route 100 (Amato Property)
TM: 38.17-1-5

2580 Route 35 (Santaroni Property)
TM: 37.13-2-3

The Town Board recently approved new application fees for the three (3) types of Special Use Permits for Wireless Telecommunication Facilities: Original/New, Amended and Renewal. This office erroneously charged the applicant the Original/New application fee of $1,000 for the two above applications instead of $500 for the Renewal application fee.

Therefore, this office is requesting that $500 for each of the two applications, for a total of $1,000, be refunded to:

Snyder & Snyder LLP
94 White Plains Road
Tarrytown, NY 10591

SD/wg

cc: Town Clerk
Director of Finance
Michael Sheridan, Snyder & Snyder
Date: December 17, 2018

To: Director of Finance

From: Wendy Getting
Senior Office Assistant

RE: Application Fee for Renewal of Special Use Permit – Wireless Telecommunication Facility
Verizon Wireless - 121 Route 100 (Amato)
TM: 38.17-1-5

Attached is a check in the amount of $1,000 posted by Snyder & Snyder LLP, 94 White Plains Road, Tarrytown, NY 10591 in payment of an Application Fee for Renewal of Special Use Permit - WTF for Verizon Wireless at 121 Route 100 (Amato).

Please deposit into a Trust & Agency Account.

cc: Town Clerk
Date: December 17, 2018

To: Director of Finance

From: Wendy Getting
Senior Office Assistant

Re:

Tlf: 2

Attended is a check in the amount of $1,000 posted by Snyder & Snyder LLP, 94 White Plains Road, Tarrytown, NY 10591 in payment of an Application Fee for Renewal of Special Use Permit - WTF for Verizon Wireless at 2580 Route 35 (Sanjaroni).

Please deposit into a Trust & Agency Account.

cc: Town Clerk
Date: January 18, 2019
To: Town Board
From: Steven Woelkle
Principal Engineering Technician

RE: Ringer Wetland Permit #AWZ913-29
TM: 25.12-3-21
Release of Erosion Control Bonds
Checks received August 8, 2013

This office has no objection to the return of the Erosion Control Bond in the amount of $100.

Please return to:

cc: Town Clerk
    Director of Finance
    Jacob Kinger
Date: February 6, 2019

To: Town Board

From: Steven Woohle
Principal Engineering Technician

Re: Performance Bond and Erosion Control Bond
Tamarack and Vine Subdivision

Please accept the attached documents. The Town Attorney has already received and found satisfactory.

- Executed Site Improvement Performance Bond No. 8566N in the amount of $235,000.00, issued by The Service Insurance Company, Inc., dated December 21, 2018 and signed by Michael Gyory, Co-Principal and Barry Perlow, Co-Principal of Tamarack and Vine Realty Corp. and James S. Burger, President of The Service Insurance Company, Inc.

- Executed Erosion Control Bond No. 8565N in the amount of $5,900 issued by The Service Insurance Company, Inc., dated December 21, 2018 and signed by Michael Gyory, Co-Principal and Barry Perlow, Co-Principal of Tamarack and Vine Realty Corp. and James S. Burger, President of The Service Insurance Company, Inc.

Attn:

cc: Town Clerk w/original
Town Attorney

Z:\PE\Subdivision files\Tamarack\Vine\final\Performance Bond and ECBs.doc
KNOW ALL MEN BY THESE PRESENTS:

That We TAMARACK & VINE REALITY CORP., as Principal(s), MICHAEL GYORY & BARRY PERLOW, as Co-Principal(s), and THE SERVICE INSURANCE COMPANY, INC., 80 MAIN ST., WEST ORANGE, NJ 07052, a New Jersey corporation authorized to do business in the State of New Jersey and New York, as surety, are held and firmly bound unto TOWN OF SOMERS, NEW YORK, as Obligee, in the sum of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND 0/100 CENTS ($235,000.00), lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.


Whereas, the Principal has entered into an agreement with TOWN OF SOMERS, NEW YORK, as Obligee, the Principal will complete those site improvements as indicated in the May 9th, 2017 Construction Cost Estimate for the Tamarack And Vine Conservation Subdivision attached hereto as Exhibit A, subject to Resolution No. 2017-21 dated December 13th, 2017, for certain site plan entitled TAMARACK AND VINE CONSERVATION SUBDIVISION- TOWN TAX NUMBER: SECTION 16.37 BLOCK 1, LOT 1, all of which improvements shall be completed on or before the date set forth in the agreement.

Now, therefore, the condition of this obligation is such, that if the named Principal shall carry out all of the terms of said Resolution relating to the construction of said site improvements only, all within the time set forth in said Resolution, then this obligation shall be null and void, otherwise to remain in full force and effect. This bond is not transferable or assignable, nor are the rights and obligations of the Principal or the Obligee transferable or assignable.

No party other than the Obligee shall have any rights hereunder as against the Surety.

The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval as expressed in the Resolution, whether with its own employees or in conjunction with the Principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

The aggregate liability of the Surety of the Bond Obligation set forth herein shall not exceed the penal sum hereof for any cause or reason whatsoever, inclusive of attorney's fees or other costs. Exclusion: This bond and any related bonds do not cover site improvements that have been performed by principal prior to the issue date of this bond or to any improvements outside of Principal's specified improvement in its Resolution under Resolution No. 2017-21 or to any maintenance obligations. Exclusions include contaminated soil as well. The town agrees to withhold certificates of occupancy until this bond is released or upon the consent of surety. The town may not issue any certificate(s) of occupancy to any person or entity who succeeds to the Principals' rights to the subject project (or any aspect of it) by transfer of the subject property (or any portion thereof) or transfer of the entity(ies) which may own it (or any portion thereof), without first having first received a new site improvement bond as Obligee from such new Principal, which shall replace this bond for its penal sum in full.
BOND NO. 8565N

SIGNED AND SEALED THIS 21ST of DECEMBER, 2018.

[Signatures]

TAMARACK & VINE REALTY CORP.
(Name and title) Co-Principal.

MICHAEL GYORY
Co-Principal.

BARRY PERLOW
Co-Principal.

[Signatures]

THE SERVICE INSURANCE COMPANY, INC.

James S. Burger, President
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantum</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>LF</td>
<td>$5</td>
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<td>9</td>
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<td>LF</td>
<td>$2</td>
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<tr>
<td>10</td>
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<td>1</td>
<td>LF</td>
<td>$1</td>
<td>1</td>
</tr>
</tbody>
</table>

Exhibit A

Construction Cost Estimate May 9, 2017

TarmacX and Wine Subdivision
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>1.0</td>
<td>0.3Cy R.I.F. Potable Water (Fertilizer)</td>
<td>Cy</td>
<td>100</td>
<td>$300.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2.0</td>
<td>0.3Cy W.R. Potable Water (Fertilizer)</td>
<td>Cy</td>
<td>100</td>
<td>$300.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>3.0</td>
<td>0.3Cy R.I.F. Potable Water (Fertilizer)</td>
<td>Cy</td>
<td>100</td>
<td>$300.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>4.0</td>
<td>0.3Cy W.R. Potable Water (Fertilizer)</td>
<td>Cy</td>
<td>100</td>
<td>$300.00</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

Note: The table continues on the next page.
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
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<tr>
<td>Item 1</td>
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<tr>
<td>Item 2</td>
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<tr>
<td>Item 3</td>
<td>20</td>
<td>$50.00</td>
<td>$1,000</td>
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</tbody>
</table>

**TOTAL CONSTRUCTION COST ESTIMATE**

$5,600.00

**TAMPAK AND VINE SUBDIVISION**
STATE OF ____________________________ 
COUNTY OF ____________________________

On this ______ day of __________________, 20__ before me personally came _________________________, to be known, who, being by me duly sworn, did depose and say that he/she is the ______________________ of _________________________, the entity identified above as Principal/Contractor and which executed the above instrument, and that he/she signed his/her name hereto by authority of the Board of Directors of Principal/Contractor or otherwise is duly authorized to execute this document and bind Principal/Contractor to the terms and conditions hereof.

Notary Public

STATE OF ____________________________
COUNTY OF ____________________________

On this ______ day of __________________, 20__ before me personally came _________________________ and _________________________, and each known to me to be the individual who executed the foregoing instrument, and acknowledged that (s)he executed same as his/her act and deed.

Notary Public

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this ______ day of __________________, 20__ before me personally came _________________________, to be known, who, being by me duly sworn, did depose and say that he/she is the President of _________________________, the entity identified above as Surety and which executed the above instrument, and that he/she signed his/her name hereto by authority of the Board of Directors of Surety or otherwise is duly authorized to execute this document and bind Surety to the terms and conditions hereof.

Notary Public

PETER ALESCI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6378797
Qualified in Suffolk County
My Commission Expires 08-08-2022
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

THE SERVICE INSURANCE COMPANY, INC.
West Orange, New Jersey

a corporation organized under the laws of the State of New Jersey and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $8,673,165 (Capital $1,000,000) as is shown by its sworn financial statement for the Second Quarter, as of June 30, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 31st day of October, 2018.

Maria T. Vullo
Superintendent

By Kathleen Grandara
Special Deputy Superintendent

www.dfs.ny.gov
THE SERVICE INSURANCE COMPANY, INC.
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 20 Main Street, West Orange, N.J. 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) are hereby authorized by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officer, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed any and all bond undertakings and consents of surety, to one bond in excess of a total penal sum liability of $5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver three bond undertakings and Consents of Surety on behalf of the Company to any Obligee for the said bonds, performance bond, payment bond and other bond undertakings not to exceed an aggregate penal sum liability of $5,000,000 (Five Million Dollars).

The said Insurance Agency Attorney(s)-in-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-in-Fact by executing the attached bond(s), hereby represents and warrants that the Company has granted it/them/her prior approval and furnished the bond number for the attached bond(s) which has been kept and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligee or any other party may confirm the validity of the attached bond by contacting the Company in writing at 973-731-7899 (fax) or jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 16th day of November, A.D. 2017.

[Signature]
GLEN T. BURGER, TREASURER

[Signature]
JAMES S. BURGER, PRESIDENT

TAT AS NEW JERSEY

CITY OF WEST ORANGE

On this 16th day of November, A.D. 2017, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, saw the above-named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn together and each for himself deposed, the said, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

[Signature]
MARA P. CERQUEIRA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2360557
My Commission Expires 6/4/2022

[Signature]
Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., do hereby certify that the original Power of Attorney in which the foregoing is full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: That the facsimile or mechanically reproduced signature of the Company President, whether made herebefore or hereafter, wherever appearing upon any certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

[Signature]
JAMES S. BURGER, PRESIDENT

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 16th day of November, 2018.

[Signature]
THE SERVICE INSURANCE COMPANY
(Statutory Basis)
STATEMENT OF ADMITTED ASSETS,
LIABILITIES SHAREHOLDER'S EQUITY
AS OF DECEMBER 31, 2017

**ADMITTED ASSETS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Cash &amp; Cash Equivalents &amp; Short Term Investments</td>
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<tr>
<td>Preferred Stocks</td>
<td>55,687</td>
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<tr>
<td>Common Stocks</td>
<td>1,616,133</td>
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<tr>
<td>Bonds</td>
<td>9,218,760</td>
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<td>Interest Income Receivable</td>
<td>54,540</td>
</tr>
<tr>
<td>Premiums &amp; Agents Balances</td>
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<tr>
<td>Amounts Receivable from Reinsurers</td>
<td>437,935</td>
</tr>
<tr>
<td>Other Receivable</td>
<td>280,075</td>
</tr>
<tr>
<td>Current Federal Income Tax Recoverable</td>
<td>-</td>
</tr>
<tr>
<td>Electronic Data Equipment</td>
<td>-</td>
</tr>
<tr>
<td>Net Deferred Tax Asset</td>
<td>88,481</td>
</tr>
<tr>
<td><strong>TOTAL ADMITTED ASSETS</strong></td>
<td><strong>15,846,823</strong></td>
</tr>
</tbody>
</table>

**LIABILITIES & SHAREHOLDER'S EQUITY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>LIABILITIES</td>
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<tr>
<td>Losses &amp; Loss Adjustment Expenses</td>
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<td>Other Expenses</td>
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<td>Taxes, licenses &amp; fees</td>
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</tr>
<tr>
<td>Federal Income Tax</td>
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</tr>
<tr>
<td>Unearned Premiums</td>
<td>1,334,441</td>
</tr>
<tr>
<td>Amounts Withheld or Retained by Company for Accounts of Others</td>
<td>4,297,545</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>412,154</td>
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<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>7,554,775</strong></td>
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**SHAREHOLDER'S EQUITY**

<table>
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<tr>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Common stock, par value $20.00 per share</td>
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</tr>
<tr>
<td>50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2017</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Gross Paid-in &amp; Contributed Surplus</td>
<td>839,198</td>
</tr>
<tr>
<td>Unassigned funds (surplus)</td>
<td>7,491,450</td>
</tr>
<tr>
<td>Treasury Stock</td>
<td>(1,038,600)</td>
</tr>
<tr>
<td><strong>Total Shareholder's Equity</strong></td>
<td><strong>8,292,049</strong></td>
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**TOTAL LIABILITIES & SHAREHOLDER'S EQUITY**

<table>
<thead>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>15,846,823</strong></td>
</tr>
</tbody>
</table>

---

STATE OF NEW JERSEY )
) SS

COUNTY OF ESSEX )

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2017.

James S. Burger, President

MARIA E. CERQUEIRA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2360557
My Commission Expires 6/4/2022

Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 10th day of March, 2018.

Notary Public
EROSION CONTROL BOND

TAMARACK & VINE REALTY CORP., AS PRINCIPAL, and MICHAEL GYORY & BARRY PERLOW, AS CO-PRINCIPALS, AND THE SERVICE INSURANCE COMPANY, INC., 80 MAIN STREET, SUITE 330, WEST ORANGE, NJ 07052, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY, AND QUALIFIED AND AUTHORIZED TO TRANSACT A SURETY BUSINESS IN THE STATE OF NEW YORK, AS SURETY, ACKNOWLEDGE OUR INDEBTEDNESS TO THE TOWN OF SOMERS, NY, AS OBLIGEE, IN THE SUM OF FIVE THOUSAND NINE HUNDRED DOLLARS ($5,900.00), FOR THE PAYMENT OF WHICH PRINCIPAL AND SURETY BIND OURSELVES AND OUR LEGAL REPRESENTATIVES AND SUCCESSORS, JOINTLY AND SEVERALLY,

TO ENSURE (1) THE RESTORATION OF THE SUBJECT PROPERTY LOCATED AT TAMARACK AND VINE CONSERVATION SUBDIVISION-TOWN TAX NUMBER: SECTION 16.09, BLOCK 1, LOT 1, EROSION CONTROLS TO THE REQUIREMENTS OF THE TOWN; THE PAYMENT UNDER THIS BOND SHALL NOT EXCEED THE SUM OF FIVE THOUSAND NINE HUNDRED DOLLARS ($5,900.00).

THIS BOND IS NOT TRANSFERABLE TO A NEW PRINCIPAL OR THROUGH A TRANSFER OF SHARES OR TITLE OF THE EXISTING LLC OR PROPERTY.

IN WITNESS WHEREOF, THE PRINCIPAL AND THE SURETY HAVE CAUSED THIS BOND TO BE SIGNED AND SEALED AND THE SURETY HAS CAUSED THIS BOND TO BE ATTESTED TO BY ITS DULY AUTHORIZED PRESIDENT.

SIGNED, SEALED AND DATED THIS 21ST DAY OF DECEMBER 2018.

[Signatures]

Witness

TAMARACK & VINE REALTY CORP.

(Name and title)

MICHAEL GYORY

CO-PRINCIPAL

BARRY PERLOW

CO-PRINCIPAL

THE SERVICE INSURANCE COMPANY, INC.

James S. Burger, President
ACKNOWLEDGMENTS

STATE OF ________ )
COUNTY OF ________ ) ss.:  

On this ______ day of January, 20__ before me personally came MICHAEL GYORY, to me known, who, being by me duly sworn, did depose and say that he/she is the ___________ of TAMARACK & VINE REALITY CORP., the entity identified above as Principal/Contractor and which executed the above instrument, and that he/she signed his/her name hereto by authority of the Board of Directors of Principal/Contractor or otherwise is duly authorized to execute this document and bind Principal/Contractor to the terms and conditions hereof.

________________________
Notary Public

STATE OF ________ )
COUNTY OF ________ ) ss.:  

On this ______ day of January, 20__ before me personally came MICHAEL GYORY and BARRY PERLOW, and each known to me to be the individual who executed the foregoing instrument, and acknowledged that (s)he executed same as his/her act and deed

________________________
Notary Public

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

On this 21ST day of DECEMBER, 2018, before me personally came JAMES S. BURGER, to me known, who, being by me duly sworn, did depose and say that he/she is the President of The Service Insurance Company, Inc., the entity identified above as Surety and which executed the above instrument, and that he/she signed his/her name hereto by authority of the Board of Directors of Surety or otherwise is duly authorized to execute this document and bind Surety to the terms and conditions hereof.

________________________
Notary Public

PETER ALESCI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6378757
Qualified in Suffolk County
My Commission Expires 08-01-2022
CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that
THE SERVICE INSURANCE COMPANY, INC.
West Orange, New Jersey

a corporation organized under the laws of the State of New Jersey and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $8,673,165 (Capital $1,000,000) as is shown by its sworn financial statement for the Second Quarter, as of June 30, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 31st day of October, 2018.

Maria T. Vullo
Superintendent

By
Kathleen Grandera
Special Deputy Superintendent

www.dfs.ny.gov
THE SERVICE INSURANCE COMPANY, INC.
(\this Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantees and Surety Company (used in FL by: The Service Insurance Company, Inc.)
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, N.J. 7052, a corporation of the State of New Jersey (\this Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The board of Directors may authorize any officer, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, sign and deliver for, and on its behalf as surety, and its set and used: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of $3,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company in any Obligations for those bonds, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of $3,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-in-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-in-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligee may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 16th day of November, A.D. 2017

[Signature]

GLEN T. BURGER, TREASURER

TATE OF NEW JERSEY } \\
ITY OF WEST ORANGE ) SS

On this 16th day of November, A.D. 2017, before the subscriber, a Notary Public of the State of New Jersey, duly commissioned and qualified, and the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to the individual and officers described as, and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for itself deposes the same, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

MARIA E. CORREIA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2360567
My Commission Expires 6/4/2022

[Signature]

Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the foregoing is full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of the Service Insurance Company, Inc.

This Certificate may be signed by any officer under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made herefore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 16th day of November, 2018.

[Signature]

JAMES S. BURGER, PRESIDENT
THE SERVICE INSURANCE COMPANY
(Statutory Basis)
STATEMENT OF ADMITTED ASSETS,
LIABILITIES SHAREHOLDER'S EQUITY
AS OF DECEMBER 31, 2017

ADMITTED ASSETS

Cash & Cash Equivalents & Short Term Investments 3,440,274
Preferred Stocks 55,687
Common Stocks 1,616,133
Bonds 9,218,760
Interest Income Receivable 54,540
Premiums & Agents Balances 844,938
Amounts Receivable from Reinsurers 437,935
Other Receivable 280,075
Current Federal Income Tax Recoverable -
Electronic Data Equipment -
Net Deferred Tax Asset 98,481

TOTAL ADMITTED ASSETS 15,846,823

LIABILITIES & SHAREHOLDER'S EQUITY

LIABILITIES
Losses & Loss Adjustment Expenses 875,014
Other Expenses 540,874
Taxes, licenses & fees 114,438
Federal Income Tax 10,509
Unearned Premiums 1,334,441
Amounts Withheld or Retained by Company for Accounts of Others 4,287,545
Miscellaneous 412,151

Total Liabilities 7,564,775

SHAREHOLDER'S EQUITY
Common stock, par value $20.00 per share 1,000,000
50,000 shares authorized, issued, 32,000 shares outstanding as of December 31, 2017 839,198
Gross Paid-In & Contributed Surplus 7,461,450
Unassigned funds (surplus) (1,038,600)
Treasury Stock 8,292,048
Total Shareholder's Equity 15,846,823

TOTAL LIABILITIES & SHAREHOLDER'S EQUITY 15,846,823

STATE OF NEW JERSEY )
COUNTY OF ESSEX )

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2017.

James S. Burger, President

STATE OF NEW JERSEY )
COUNTY OF ESSEX )

Maria E. Cerqueira, Notary Public, State of New Jersey, in the County of Essex, this 10th day of March, 2018.
January 29, 2019

To: Town Board

From: Steven Ralston

Superintendent of Parks and Recreation

Re: Request for Approval

Request permission for Supervisor Morrissey to execute the Concession Agreement with O’Neill’s Concessions.

C: Town Clerk

Director of Finance

Park Board

Town Attorney
SOMERS CONCESSION AGREEMENT

To be completed by the successful candidate only

THIS AGREEMENT made the _____ day of ___________________, 2019, by and between the TOWN OF SOMERS, a municipal corporation of the State of New York, having offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter referred to as the "Town"),

And

O’Neill’s Concessions
2071 Baldwin Road
Yorktown Heights, NY 10598

(hereinafter referred to as the "Contractor").

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of: Concession services. NOW, THEREFORE, the Town of Somers and the Contractor, by and for the considerations hereinafter set forth, agree as follows:

The successful candidate will have the exclusive right to operate the concession stand in Reis Park and the exclusive sale of all food and beverage in Somers Parks under the jurisdiction of Town of Somers Department of Parks & Recreation. Exceptions to this right will be determined by the Superintendent of Parks & Recreation when there are events occurring in Town parks by Town groups. A list of these events will be provided to the concessionaire on a yearly basis prior to the beginning of the season. The Contractor shall provide, furnish and perform all of the work specified in the attached proposal including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed.

For the performance of all of the work in accordance with the provisions of this Agreement, the Contractor will pay the Town

Year 1 Ten Thousand Dollars ($10,000.00)

Year 2 Ten Thousand Two Hundred Dollars ($10,200.00)

Year 3 Ten Thousand Four Hundred Four Dollars ($10,404.00)
REQUIRED Dates and hours of operation:

**Weekdays:**
- First week in April – Third week in April, 1-6 p.m.
- Fourth Week in April – Third Week in June, 11 a.m. – 9 p.m.
- Last week in June – Last week in August, 8 a.m. – 9 p.m.
- First week in September – Third week in November, 11 a.m. – 9 p.m.

**Weekends and Holidays:**
- Third week in April – Last week in October, 9 a.m. - 9 p.m.
- First week in November – Last week in November, 11 a.m. – 6 p.m.

- Note: concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.
- Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in compliance with this Agreement.

The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.

This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

**Contract Termination**
The Town may terminate this Agreement in its sole and exclusive discretion, in whole or in part, upon thirty (30) days notice in writing to the Contractor whenever the Town deems such termination to be in its best interests or, if default, as set forth in default provision of contract,
Contractor shall be held in default of this agreement if:

a. It shall have failed to pay when due any rent, utility bills or

b. It or any guarantor of this agreement shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or

c. Contractor shall have vacated or abandoned the premises for a period of no less than 7 consecutive days.

In the event of such default, Town of Somers may declare the term of this Lease terminated, and may sue to recover said premises by summary proceeding or otherwise. Landlord, further, shall have all rights granted to it under the laws of the state in which the premises are located, including the right, but not the obligation, to re-let the premises.

Additionally, Town of Somers shall have the right to take immediate possession of the premises as a public benefit.

Contractor waives or surrenders any of its rights and privileges which it might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the term hereof after tenant is disposed or ejected therefrom by process of law or under the terms of this agreement. Contractor also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession and of any successor or other law of like import. Town of Somers and tenant waive trial by jury in any action or proceeding and waive any counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this agreement or tenant’s use or occupancy of the premises.

Liquidated Damages
In the event that the concessionaire terminates the concession prior to the completion of the three-season term in violation of this contract, the parties agree that it will be impractical or extremely difficult to fix the amount of the Town’s damages. Accordingly, in such event, the concessionaire agrees that it shall be liable to the Town for the full amount payable to the Town under the contract for the full three-year term, less any amount which the concessionaire has actually paid to the Town hereunder, as liquidated damages and not as a penalty.

Terms of Payment
The contract shall provide payment to the Director of Finance equal installments during the contracts effective dates as follows: June 1, July 1, August 1, September 1, October 1, November 1, December 1. A 2% penalty will be added to any late payment and may result in termination of the contract.
This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.

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

TOWN OF SOMERS

By: __________________________
    Rick Morrissey, Supervisor

THE CONTRACTOR

By: __________________________
    (Authorized to sign as Contractor)
Town Acknowledgment

STATE OF NEW YORK

) ss:

COUNTY OF WESTCHESTER)

On the ______ day of __________ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Morrissey, Supervisor of the Town of Somers, on behalf of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____________________________
NOTARY PUBLIC
Contractor Acknowledgment

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

          On the ______ day of ____________ in the year 2019, before me, the
undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies),
and that by his/her/their signature(s) on the instrument, the individual(s), or person
upon behalf of which the individual(s) acted, executed the instrument.

__________________________
NOTARY PUBL
Schedule A
Insurance and Indemnification

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

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

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

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

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

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

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

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

   (c) General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $1,000,000 for property damage or a combined single limit of $2,000,000. The General
at the sole cost and expense of the concessionaire and shall become property of the Town of Somers immediately upon their completion.

- The Concessionaire shall be directly responsible for purchasing and payment of all utility bills (electric and propane gas.)

- At the end of each season in which this contract is in effect, the concessionaire is to restore and clean the premises and equipment to the condition in which it was found to the satisfaction of the Superintendent of Parks and Recreation. The vent hood shall be professionally cleaned and proof of compliance shall be submitted to the Superintendent of Parks & Recreation. All equipment owned by the concessionaire shall be removed unless the Town agrees to off season storage of equipment only. At the close of the season, concessionaire may make recommendations for changes, additions, etc.

- The Concessionaire agrees to maintain and clean up the park premises within one hundred fifty (150') feet of the location of the concession. The concessionaire must carry all garbage daily or more often as required to the designated dumpster located in the upper Reis lot. No accumulation of garbage will be allowed to accumulate on site.

- All cardboard containers are to be collapsed flat and placed in the appropriate trash/recycling dumpster.

- An authorized representative of the Superintendent of Parks and Recreation may make a daily inspection of the concession stand areas.

**Commencement of Work**

**REQUIRED Dates and hours of operation:**

**Weekdays:**
- First week in April – Third week in April, 1-6 p.m.
- Fourth Week in April – Third Week in June, 11 a.m. – 9 p.m.
- Last week in June – Last week in August 8 a.m. – 9 p.m.
- First week in September – Third week in November 11 a.m. – 9 p.m.

**Weekends and Holidays:**
- Third week in April – Last week in October, 9 a.m. - 9 p.m.
- First week in November – Last week in November, 11 a.m. – 6 p.m.

- Note: concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.

- Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.
4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.
January 30, 2019

To: Town Board

From: Steven Ralston
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to go to bid for Summer Camps Trip Transportation.

C: Director of Finance
   Town Clerk
   Park Board
INSTRUCTION TO BIDDERS

Sealed Bids Requested
Sealed Bids will be received by the Town Clerk of the Town of Somers, Town House
335 Route 202, Somers, New York 10589 until 10:00 a.m. Tuesday, March 5, 2019 for the Contract
entitled: Somers Summer Camps Trip Transportation.

Bid Proposal
The Bid Proposal shall comply with the Bid Documents. All Bids shall be made upon the blank Bid
Proposal Form in the Bid Documents, stating the Bid price both in words and in figures. The Bid
Proposal shall be signed by the Bidder and include the Bidder's business address. Bids shall be
enclosed in a sealed envelope marked as and addressed as follows:

Somers Summer Camps Trip Transportation

Town Clerk
Town of Somers
335 Route 202
Somers, New York 10589

The Bidder shall not remove or submit the Bid Proposal separately from the volume of Bid
Documents, but shall submit the Bid Proposal bound in with the complete volume of Bid Documents,
including all pages, correctly assembled. Bids not containing all pages of the original Bid Documents
may be rejected. Bids which have any omissions, erasures, alterations, additions or items not called
for in the Bid Documents, or which contain irregularities of any kind, may be rejected.

The Bid Documents consist of the following: Notice to Bidders; Instruction to Bidders; Bid
Specifications; Bid Proposal; Statement of Qualifications; Non-Collusive Bidding Certification and
Statement of Equipment.

BID SPECIFICATIONS

The specifications shall be examined by each bidder and should any questions arise with respect to
said specifications or the interpretation of any statement therein contained, the bidder shall request
the Superintendent of Parks and Recreation to interpret or clarify such provisions. Such request shall
likewise be in writing. A copy of this correspondence and the response will be sent to all bidders who
have expressed an interest in bidding and have received the specifications.
Term of Contract
The contract shall be for a period of six weeks July 1 - August 9, 2019 and may be extended for up to four consecutive summer day camp seasons with a price increase not to exceed the Consumer Price Index upon mutual agreement of both parties.

Sub-Contractors
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town.

Scope of Work
The bidder shall provide buses weekly from July 1 to August 9, 2019 for summer day camp trips as specified in the bid proposal. An exact list of trips, dates, times and number and type of buses will be provided to the successful bidder based on registration for each trip. Several trips will require more than one bus.

Bus Requirements
The required school buses shall accommodate at least 44 adults or 66 children and be of a make and type approved by the Division of Education Management of the State Education Department of the State of New York. Air-conditioned buses must be available upon request.

All vehicles must comply with the requirements of the State Education Department of the State of New York, including, but not limited to, Section 3264 of the State Law and the Rules and Regulations of the Commissioner of Education concerning school bus drivers with the Motor Vehicle Laws of the State of New York, regulating transportation of school children, and must have proper maintenance according to the New York State Public Commission Regulations for a Class A operator. If possible, we would like buses assigned to our camps which have retrofitted emissions systems. Any expenses incurred in meeting with these regulations are to be borne by the bus contractor.

Each school bus shall be painted National School Bus Chrome Yellow and shall contain seat belts for the driver and passengers, crossover front mirrors, and any other equipment required by the Education Law. The successful bidder will comply with all new legislation requiring equipment changes during the period of this contract.

Each coach bus shall contain seat belts for the driver and passengers, and any other equipment required by State Law.

In the event of bus break-downs, the contractor will immediately provide a substitute "like" bus or buses to complete the assigned work of the broken vehicle(s).

The Town reserves the right to inspect the buses which the contractor proposes to use, prior to the signing of a formal contract.
Safety and Discipline

1. Only passengers authorized by the Town shall be carried on the bus while it is in operation under the terms of this contract. Unauthorized passengers over whom the driver is acting in the capacity of a babysitter are expressly prohibited.

2. Prior to each daily run, each bus shall be inspected for safety.

3. There shall be no smoking by the driver or passengers while the bus is in operation.

4. Rules affecting Campers
   a. Drivers shall not allow children to enter or leave the bus while it is motion.
   b. Drivers are held responsible for reasonable behavior of children in transit.
   c. Drivers shall not allow campers to thrust their heads or arms out of open bus windows.
   d. Gas tanks shall not be filled while children are in the bus.
   e. The buses are to be checked thoroughly for children remaining on the bus at the end of the day.
   f. Drivers shall be familiar with the Vehicle and Traffic law, regulations of the Commissioner of Motor Vehicles pertaining to child transportation.
   g. Drivers shall make a full stop at all railroad crossings and at State Highways before crossing, except that no stop need be made at any railroad crossing where a police officer or a traffic control signal or sign directs traffic to proceed.
   h. Drivers shall give warning before making a left-hand or right-hand turn.
   i. Drivers shall not leave bus when children are inside, except in case of emergency, and in such cases, before leaving the bus the driver shall stop the motor, remove the ignition key, set the auxiliary brake and leave the transmission in gear.

5. It is the legally established responsibility of the bus driver to maintain order and control aboard the bus. In maintaining order, the driver shall not make physical contact with the child or put a child off the bus at other than his assigned bus stop. When a situation of such a serious nature occurs as to endanger the health, safety and welfare of other passengers, the driver shall stop the bus at the nearest point where such can safely be done and immediately notify his Supervisor. Conduct and control are driver's responsibilities. Discipline is the sole responsibility of the Town.

Bidder Qualifications

The Bidder shall be skilled, experienced and regularly engaged in providing the type of work required under this contract. The Bidder shall complete the Statement of Qualifications accompanying the Bid Proposal and shall submit a minimum of three (3) references with the Bid.

The Town of Somers may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish additional information and data for this purpose as may be required. The Town reserves the right to reject any Bid if the required Statement of Qualifications is not submitted, or if any additional information requested from the Bidder, or the investigation of such Bidder, fails to demonstrate that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time frame designated.
The bidder will submit with his bid a statement of the make and year of manufacture of each vehicle to be used in the performance of the contract, the sealing of each such vehicle, and the name of the registered owner of each such vehicle.

The bidder will submit with his bid a statement of the location of his present garage and maintenance facilities for bus maintenance.

The bidder will submit with his bid a statement as to whether all operators are over twenty-one years of age and duly licensed by the State of New York as well as the experience of the operators to be used in the transportation. The names of all prospective drivers, whom the contractor expects may operate a bus with camp passengers under the terms of this contract, must be submitted to the Town by the contractor for Town approval no less than two weeks before commencement of the day camp. The Town shall withhold or withdraw approval of any driver who does not comply with any provisions of this contract. The Town may, in the prudent exercise of its sound discretion withhold or withdraw approval for any other reasons. At no time shall any bus carrying children under this contract be operated other than by an approved driver who, in its representative’s opinion is, unsatisfactory the job. The Town reserves the right to interview and approve all drivers before they are assigned to Town runs.

**Non-Collusive Bidding Certification**

Each Bidder shall complete the Non-Collusive Bidding Certification in the Bid Proposal. No Bid will be accepted without this form properly completed and included with the Bid Proposal.

**Withdrawal of Bid**

No Bid submitted shall be withdrawn for at least a period of forty-five (45) days from the date of the Bid opening.

**Contract Execution**

The Bidder awarded the contract shall execute and deliver to the Town of Somers, one (1) fully executed copy of the required written Agreement in the form included in the Bid Documents, together with all required insurance, within ten (10) days after notice from the Town that the contract has been awarded to the Bidder.

**Insurance**

The Contractor shall furnish the following insurance required in Schedule A attached at the time of contract execution: Insurance shall be provided as set forth in this agreement, with insurers who are satisfactory to the Town of Somers, and under no circumstances shall those contracts be modified or cancelled without 15 days prior written notice to the Town of Somers by registered mail.
Errors and Omissions
If any error or omission appears in the Bid Documents, the Bidder shall within ten (10) days from receiving Bid Documents notify the Town of Somers in writing of such error or omission.

Commencement of Work
The Bidder to whom the contract is awarded shall be prepared to start work after signing the Agreement as directed by the Town.

Acceptance or Rejection of Bid
The Town of Somers reserves the right, in its discretion, to reject any or all Bids or to waive any informality or irregularity in the Bids received.

Terms of Payment
Payment will be made by the monthly submission of a bill and properly itemized claim voucher to the Town by the Bidder awarded the contract after the satisfactory completion of all items and its acceptance by the Town. All claims submitted by the Bidder awarded the contract for payment shall be subject to audit and approval by the Town. The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination. Bidder is to note clearly its cancellation policy for individual buses/trips.

Affirmative Action
The Bidder awarded the contract must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

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

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

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service contract, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of
the contract. The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service contract, and showing all authorized deductions, if any, from unpaid wages actually earned. The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service contract shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment or each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.
Bid Proposal

To: Town of Somers, Westchester County, New York

Bid Proposal Submitted by or on behalf of:

(Name)

(Telephone No.)

(Address)

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any Plans relating to the above-entitled matter and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.

2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish required insurance, within ten (10) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and furnish the required insurance, that the Town of Somers (Town) shall have the power to rescind said award and pursue such remedies against the bidder to which the Town is entitled. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.

3. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty-five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

4. Somers Day Camp, and Teen Travel Camp – July 1 -August 9 2019. Indicate cost per bus for each of the listed destinations attached. The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination. The required school buses shall accommodate at least 44 adults or 66 children. Air-conditioned buses must be available upon request.

All trips will be held on weekdays and will depart from and return to Reis Park, Route 139, Somers, NY, Van Tassell Park, Route 139, Somers, NY, or Somers Middle School, Route 202 Somers, NY.
SOMERS DAY CAMP
July 1 - August 9, 2019

- Indicate cost per bus for each of the listed destinations.
- Trips will be held on weekdays and will depart from and return either Reis Park, Somers Middle School, addresses are below.
- The bus is to include all laws, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination.

**Day Camp Address:**
Reis Park
82 Primrose Street/Route 139
Somers, NY 10589

**Rain Site Address:**
Somers Middle School
250 Route 202
Somers, New York 10589

### SOMERS DAY CAMP

<table>
<thead>
<tr>
<th>Trip</th>
<th>Date</th>
<th>Leave/Return</th>
<th>Bus Type</th>
<th>Price Per Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bounce! Trampoline</td>
<td>8/1</td>
<td>9:15 a.m.-</td>
<td>School Bus</td>
<td>Number:</td>
</tr>
<tr>
<td>21 Prindle Lane</td>
<td>8/8</td>
<td>2:00 p.m.</td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Danbury, CT 06811</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.V. Bowling Lanes</td>
<td>7/15</td>
<td>9:15 a.m.-</td>
<td>School Bus</td>
<td>Number:</td>
</tr>
<tr>
<td>3699 Hill Blvd</td>
<td>7/24</td>
<td>1:00 p.m.</td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Jefferson Valley, NY 10535</td>
<td>7/29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empire Cinemas</td>
<td>7/17</td>
<td>9:15 a.m.-</td>
<td>School Bus</td>
<td>Number:</td>
</tr>
<tr>
<td>1620 New York 22</td>
<td>7/22</td>
<td>1:00 p.m.</td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Brewster, NY 10509</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spins/Grand Prix</td>
<td>7/31</td>
<td>9:15 a.m.-</td>
<td>School Bus</td>
<td>Number:</td>
</tr>
<tr>
<td>333 N. Bedford Rd</td>
<td>8/5</td>
<td>2:00 p.m.</td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Mt. Kisco, NY 10549</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** An exact list of trips, dates and number of busses will be provided to the successful bidder based on registration for each trip. Several trips will require more than one bus.
TUSKER TRAX CAMP TRIPS  
July 1 - August 8, 2019

- Tusker Trax trips will leave from and return to the Recreation Center in Van Tassell Park rain or shine. In the event of cancellation due inclement weather those trips will be made up on the following Fridays: (7/12, 7/19, 7/26, 8/2 & 8/9).

- The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination.

**Tusker Trax Camp Address:** Van Tassell Recreation Center 98 Primrose Street, Somers NY 10589

<table>
<thead>
<tr>
<th>Trip</th>
<th>Date</th>
<th>Leave/Return</th>
<th>Bus Type</th>
<th>Price Per Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bounce Trampoline</td>
<td>7/1</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>21 Prindle Lane</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Danbury, CT 06811</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spins Hudson</td>
<td>7/2</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>5 John Walsh Blvd.</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Peekskill, NY 10566</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power House Studios</td>
<td>7/3</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>49 East Midland Ave</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Paramus, NJ 07652</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Castle Fun Center</td>
<td>7/8</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>109 Brookside Ave</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Chester, NY 10918</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Compounce Amusement Park</td>
<td>7/9</td>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>822 Lake Avenue</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Bristol CT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dave &amp; Buster's</td>
<td>7/10</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>4661 Palisades Center Dr</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>West Nyack, NY 10994</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jordan's IT</td>
<td>7/11</td>
<td>9:00 a.m. - 5:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>40 Sargent Drive</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>New Haven CT 06484</td>
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<td>Trip</td>
<td>Date</td>
<td>Leave/Return</td>
<td>Bus Type</td>
<td>Price Per Bus</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>------</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Bouncel Trampoline</td>
<td>7/15</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
</tr>
<tr>
<td>21 Prindle Lane Danbury, CT 06811</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Compounce Amusement Park</td>
<td>7/16</td>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
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<tr>
<td>822 Lake Avenue Bristol, CT 06010</td>
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<td></td>
<td></td>
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<tr>
<td>Spins Hudson</td>
<td>7/17</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
</tr>
<tr>
<td>5 John Walsh Blvd. Peekskill, NY 10566</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Playland</td>
<td>7/18</td>
<td>9:00 a.m. - 4:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
</tr>
<tr>
<td>Playland Parkway Rye, NY 10580</td>
<td></td>
<td></td>
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<tr>
<td>Castle Fun Center</td>
<td>7/22</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
</tr>
<tr>
<td>109 Brookside Ave Chester, NY 10918</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mountain Creek</td>
<td>7/23</td>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
</tr>
<tr>
<td>200 Route 94 Vernon, NJ 07462</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dave &amp; Buster's</td>
<td>7/24</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
</tr>
<tr>
<td>4661 Palisades Center Dr West Nyack, NY 10994</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>The Adventure Park</td>
<td>7/25</td>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number: Words:</td>
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<tr>
<td>4450 Park Avenue Bridgeport, CT 06604</td>
<td></td>
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</tbody>
</table>
# TUSKER TRAX CAMP
## SESSION 3
### 2 buses

<table>
<thead>
<tr>
<th>Trip</th>
<th>Date</th>
<th>Leave/Return</th>
<th>Bus Type</th>
<th>Price Per Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bounce Trampoline</td>
<td>7/29</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>21 Prindle Lane</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Danbury, CT 06811</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Compounce Amusement Park</td>
<td>7/30</td>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>822 Lake Avenue</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Bristol, CT 06010</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Castle Fun Center</td>
<td>7/31</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>109 Brookside Ave</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Chester, NY 10918</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Playland</td>
<td>8/1</td>
<td>9:00 a.m. - 4:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>Playland Parkway</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Rye, NY 10580</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spins Hudson</td>
<td>8/5</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>5 John Walsh Blvd.</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Peekskill, NY 10566</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mountain Creek</td>
<td>8/6</td>
<td>9:00 a.m. - 6:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>200 Route 94</td>
<td></td>
<td></td>
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<td>Words:</td>
</tr>
<tr>
<td>Vernon, NJ 07462</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Dave &amp; Buster's</td>
<td>8/7</td>
<td>9:00 a.m. - 3:00 p.m.</td>
<td>School Bus w/AC</td>
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</tr>
<tr>
<td>4661 Palisades Center Dr</td>
<td></td>
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<tr>
<td>West Nyack, NY 10994</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Adventure Park</td>
<td>8/8</td>
<td>9:00 a.m. - 5:00 p.m.</td>
<td>School Bus w/AC</td>
<td>Number:</td>
</tr>
<tr>
<td>4450 Park Avenue</td>
<td></td>
<td></td>
<td></td>
<td>Words:</td>
</tr>
<tr>
<td>Bridgeport, CT 06604</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTE: An exact list of trips, dates, times, type of bus and number of busses will be provided to the successful bidder based on registration for each trip. Several trips will require more than one bus.

TOTAL BID FOR CONTRACT:

_____________________________________________(written in numbers)

_____________________________________________

_____________________________________________(written in words)

_____________________________________________(Legal Name of Bidder)

By:_________________________________________

(Authorized Signatory)

Type of entity: corporation, partnership, individual  (circle one)
I certify that all drivers who will operate buses under the terms of this contract are duly licensed for the operation of buses by the State of New York and meet the age requirements specified by this document.

Company Name: ____________________________________________

Address: ________________________________________________

Telephone: ______________________________________________

Signature of Bidder: ________________________________________

Print Name of Bidder ________________________________________

Title: ____________________________________________________

Date: ____________________________________________________
Non-Colusive Bidding Certification

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

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

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

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

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

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

______________________________
Legal Name of Person, Firm or Corporation

______________________________
Address of Person, Firm or Corporation

Signature: ________________________________

Print Name & Title: ________________________________
Dated: ________________________________
Statement of Qualifications

SCHOOL BUSES

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

   a. Description of Work: 
      
      Cost:

      Name and Phone of:

      Location & Date of Completion: 
      
      (Approximate)

      Engineer or Owner:

   b. Description of Work: 
      
      Cost:

      Name and Phone of:

      Location & Date of Completion: 
      
      (Approximate)

      Engineer or Owner:

   c. Description of Work: 
      
      Cost:

      Name and Phone of:

      Location & Date of Completion: 
      
      (Approximate)

      Engineer or Owner:
3. The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Name ______________________
Address ______________________

Name ______________________
Address ______________________

Name ______________________
Address ______________________

4. A minimum of three (3) references must be submitted with the Bid.
Schedule A

Insurance and Indemnification

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

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

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

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

(a) Workers’ Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers’ Compensation Law. State Workers’ Compensation Board form DB-126.1 is required for proof compliance with the New York State Disability Benefits Law. Location of operation shall be “All locations in Westchester County, New York.”

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

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

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

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

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

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

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

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

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

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

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

(a) Insurers shall have no right to recovery or subrogation against the Town of Somers (including its employees and their agents and agencies) it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Somers.

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

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

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.
Somers Department of Parks & Recreation
PO Box 46 Somers, New York 10589

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent

January 31, 2019

To: Town Board

From: Steven Ralston
Superintendent of Parks & Recreation

Re: Request for Approval

Request permission to replace our 2006 Chevy pickup with a dump bed truck from the County Contract not to exceed $57,000.00.

C: Director of Finance
Town Clerk
Park Board
To: Town Board
From: Robert Kehoe, Director of Finance
Date: January 3, 2019
Re: Capital Projects Budget – 2018 Paving and Solar Panels

I request that the Town Board adopt the following Highway paving budget for 2018 to be funded by the General Fund Capital Project Fund Balance.

Revenue:
54.0054.5031 Interfund Transfers/Cap. Funds $732,852.51

Appropriations:
54.5110.0405 General Repairs. Paving $732,852.51

I request that the Town Board adopt the following Solar Panel project at the Highway Department to be funded by a $100,000 SAM Grant.

Revenue:
SAM Grant $100,000

Appropriations
54.5110.0400 $100,000

CC: Town Clerk
AMENDMENT NO. 2
COMMUNITY BENEFITS AGREEMENT
FOR SOMERS CROSSING

This Second Amendment to the Community Benefits Agreement for Somers Crossing is made and entered into as of February _____, 2019 (the “Effective Date”) between Boniello Land and Realty, Ltd., a New York Corporation with an office at 165 Waccabuc Road, Goldens Bridge, New York 10526 (“Boniello”); Wilderness Crossing, LLC, a New York limited liability company, with an office at 43 Fifth Avenue, Pelham, New York 10807 (“Transferee”) and the Town of Somers, a New York municipal corporation with its offices at 335 Route 202, Somers, New York 10589. The Town, Boniello and Transferee are sometimes each referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, Boniello and the Town entered into a Community Benefits Agreement for Somers Crossing, which agreement is dated June 9, 2016; and

WHEREAS, Boniello, pursuant to Paragraph 7 thereof, subsequently assigned certain of its obligations thereunder to Transferee; and

WHEREAS, all parties deemed it necessary to make certain amendments to the Community Benefits Agreement, which have been incorporated into Amendment No. 1 dated August _____, 2018; and
WHEREAS, all parties have deemed it necessary to make certain additional amendments to the Community Benefits Agreement which are being incorporated into this Amendment No. 2.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received, the parties agree as follows:

1. Paragraph 4 of the Community Benefits Agreement, as amended by Amendment No. 1, is further amended to include the following:

4. Sidewalk construction shall be completed prior to the issuance of a C/O for the DeCicco’s grocery store except from the Route 202 section row on the Fireman’s Field property West to the access on the property of the Somers School District located approximately 100 feet West of the Fireman’s Field Western property line which shall be completed after the issuance of a C/O and for which the transferor shall post a performance bond guaranteeing said construction in an amount to be determined by the Town Engineer which performance bond shall be delivered to the Town prior to the issuance of the C/O. In addition, the sidewalk row along the portion of Bailey Park at the crosswalk and intersection of Route 100 and Route 202 West to The Lane shall not be constructed, but the equivalent linear row shall be constructed on the North side row of Route 202 from the intersection of Route 202 and Heritage Hills Drive to the driveway of the Heritage Hills Shopping Center which shall be completed after the issuance of a C/O and for which construction shall be guaranteed by its inclusion into the performance bond for the Fireman’s Field and Somers School District sidewalk construction.
Sidewalk construction along Route 100 from Town Center entry drive, north and west around Bailey Park, minus the portion from the crosswalk at the intersection of Route 100 and Route 202 west to The Lane and sidewalk construction along Route 202 from the site west to Fireman’s Field, shall also be completed after the issuance of a C/O for the DeCicco’s grocery store for which construction shall be guaranteed by its inclusion into the performance bond referenced above.

2. All of the other terms and conditions of the Community Benefits Agreement dated June 9, 2016, shall remain in full force and effect.

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

BONIELLO LAND AND REALTY, LTD.

By: __________________________
    Gus T. Boniello, President

WILDERNESS CROSSING, LLC

By: __________________________
    John DeCicco, Jr.
    Title: ________________________

TOWN OF SOMERS

By: __________________________
    Rick Morrissey, Supervisor
On the ___ day of February in the year 2019 before me, the undersigned personally appeared GUS T. BONIELLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

On the ___ day of February in the year 2019 before me, the undersigned personally appeared JOHN DeCICCO, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

On the ___ day of February in the year 2019 before me, the undersigned personally appeared RICK MORRISSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her
signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____________________________
Notary Public
AMENDMENT TO PUBLIC WATER MAIN EASEMENT AGREEMENT

THIS AMENDMENT TO PUBLIC WATER MAIN EASEMENT AGREEMENT (the "Amendment") is made and entered into as of December ___, 2018, by and among CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance Law of the State of New York having an address c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the “HDFC”), CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP, a New York limited partnership, having its principal place of business c/o The Kearney Realty & Development Group Inc., 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the “LP”, and together with the HDFC the “Grantor”) and the TOWN OF SOMERS, a municipal corporation having its offices 335 Route 202, Somers, New York 10589 ("Grantee").

WITNESSETH:

WHEREAS, the HDFC is the fee owner of certain real property located at 57 Route 6, Town of Somers, County of Westchester, State of New York (the “Property”) as nominee for the LP and the LP is the beneficial owner of the Property pursuant to a Declaration of Interest and Nominee Agreement dated as of December 16, 2016, which Property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Grantor and the Grantee entered into that certain Public Water Main Easement Agreement dated January 12, 2017 and recorded on February 10, 2017 in the Westchester County Clerk’s Office as Control No. 570183698 (the “Original Easement Agreement”), which Original Easement Agreement created a public water easement for the benefit of the Grantor and Grantee; and

WHEREAS, the location of the original Easement Area has been relocated; and

WHEREAS, the Grantor and Grantee wish to amend the Original Easement Agreement to identify the new location of the Easement Area;

WHEREAS, the Grantor and Grantee now desire to amend the Original Easement Agreement as follows;

1. Definitions. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Original Easement Agreement.

2. Amendment. Exhibit B of the Original Easement Agreement is deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.
3. **Miscellaneous.**

(a) This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

(b) This Amendment shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee and their respective personal representatives, successors and assigns.

(c) This Amendment may not be amended or modified except by a written instrument signed by the Grantor and Grantee, or their successors in interest, and consented to in writing by the holder(s) of any mortgage(s) encumbering any of the Property.

(d) Any notice required or permitted to be given pursuant to this Amendment will be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the Grantor and Grantee at their respective business addresses with a copy to the holder(s) of any mortgage(s) encumbering the Property sent pursuant to the notice provisions provided for in such mortgage(s). Any party may change the address to which notice will be sent by providing notice to the others in the manner provided in this subparagraph.

(e) In any dispute arising under or related to this Amendment, the prevailing party shall have the right to collect from the non-prevailing party(ies) its reasonable costs and attorneys’ fees.

(f) All other terms and conditions of the Original Easement Agreement remain unchanged.

*Signature Page Follows.*
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first written above.

CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC.

By: ____________________________________________
   Name: Rosemarie Noonan
   Title: President

CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP

By: Crossroads at Baldwin Place Associates, LLC,
    its Managing General Partner

By: ____________________________________________
   Name: Kenneth Kearney
   Title: Manager

TOWN OF SOMERS

By: ____________________________________________
   Name: [Rick Morrissey]
   Title: Supervisor
STATE OF NEW YORK  )       SS.:  
COUNTY OF  )

On the ___ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, KENNETH KEARNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

STATE OF NEW YORK  )       SS.:  
COUNTY OF  )

On the ___ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, ROSEMARIE NOONAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

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

On the ___ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared, [RICK MORRISSEY], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York
EXHIBIT "A"

Legal Description of the Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and Town of Carmel, County of Putnam, State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of U.S. Highway Route 6 in the Town of Somers, where the same is intersected by the division line between the herein described premises on the east being lands now or formerly of Eagle Golf Associates, LLC and lands now or formerly of Sun Oil on the west;

THENCE along said lands now or formerly of Sun Oil and continuing along lands now or formerly of Puntolillo, Cruikshank, Papenfuhs and Gassler, North 17 degrees 53 minutes 30 seconds West, 363.75 feet, North 13 degrees 43 minutes 04 seconds East, 587.27 feet to a stone wall marking the division line between the Counties Westchester and Putnam;

THENCE along said division line and lands now or formerly of the Town of Carmel, South 85 degrees 37 minutes 14 seconds East, 430.00 feet to a point;

THENCE continuing along said lands now or formerly of the Town of Carmel, North 21 degrees 03 minutes 19 seconds East, 244.20 feet, North 22 degrees 51 minutes 19 seconds East, 192.67 feet and North 20 degrees 11 minutes 39 seconds East, 27.53 feet to a point;

THENCE South 68 degrees 39 minutes 50 seconds East, 50.01 feet to lands shown on map of "Richard Reinhart" Filed Map No. 1273 (Putnam County);

THENCE along said lands and partially following the line of a stone wall, South 20 degrees 11 minutes 39 seconds West, 27.69 feet, South 22 degrees 51 minutes 19 seconds West, 193.05 feet, South 21 degrees 03 minutes 19 seconds West, 231.56 feet to the remains of a stone wall marking the division line between the Counties of Westchester and Putnam;

THENCE along said division line, South 88 degrees 21 minutes 01 second East, 93.28 feet, South 87 degrees 41 minutes 31 seconds East, 120.07 feet and South 85 degrees 28 minutes 01 second East, 150.13 feet to lands now or formerly of Cron;

THENCE along said lands, South 19 degrees 40 minutes 25 seconds West, 201.50 feet to lands now or formerly of Anderson;

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

1. South 73 degrees 37 minutes 24 seconds West, 171.10 feet;
2. North 73 degrees 48 minutes 31 seconds West, 92.85 feet; and
3. South 13 degrees 39 minutes 00 seconds West, 150.00 feet to the most northerly corner of the parcel conveyed by Renard to McDevitt;

THENCE along the northerly and westerly sides of said McDevitt parcel, the following two (2) courses and distances:

1. North 76 degrees 21 minutes West, 125 feet; and
2. South 13 degrees 39 minutes West, 350.70 feet to the northerly side of U.S. Highway Route 6 in the Town of Somers;

RUNNING THENCE along the same, South 58 degrees 39 minutes 00 seconds West, 362.13 feet to the point and place of BEGINNING.
EXHIBIT “B”

Depiction of Easement Area
Westchester County Recording & Endorsement Page  Prepared: 11/30/2018 4:43:16 PM

Submitter Information
Name: First American Title Insurance Company  Phone: 914-873-6705
Address 1: 550 Mamaroneck Avenue  Fax: 
Address 2: #401  Email: dmcmillan@frstam.com
City/State/Zip: Harrison NY 10528  Reference for Submitter: CrossroadsBaldwin-Easements

Control Number: 583343456  Document Type: Easement (EAS)
Package ID: 20181130001001000  Document Page Count: 7  Total Page Count: 8

Parties
1st PARTY
1: CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT - Other 2: CROSSROADS AT BALDWIN PLACE LP
2: TOWN OF SOMERS - Other

Property
Street Address: 57 ROUTE 6  Tax Designation: 4.20-1-3.1 & 3.11
City/Town: SOMERS  Village: 

Cross-References
1: 570183698 2: 
3: 
4: 

Supporting Documents
1: TP-584

Recording Fees
Statutory Recording Fee: $40.00  Mortgage Taxes
Page Fee: $40.00  Document Date: 
Cross-Reference Fee: $0.50  Mortgage Amount: $0.00
Mortgage Affidavit Filing Fee: $0.00  Basic: $0.00
RP-5217 Filing Fee: $0.00  Westchester: $0.00
TP-584 Filing Fee: $5.00  Additional: $0.00
Total Recording Fees Paid: $85.50  MTA: $0.00
Special: $0.00

Transfer Taxes
Consideration: $0.00  Yonkers: $0.00
Transfer Tax: $0.00  Total Mortgage Tax: $0.00
Mansion Tax: $0.00  Dwelling Type: Exempt: 
Transfer Tax Number: 

Mortgage Taxes
Record and Return To

☐ Pick-up at County Clerk's office

First American Title Insurance Company
550 Mamaroneck Avenue
#401
Harrison, NY 10528
Attn: Danielle McMillan
# Supporting Document Cover Page

## Submitter Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>First American Title Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>914-873-8795</td>
</tr>
<tr>
<td>Address 1:</td>
<td>560 Mamaroneck Avenue</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Address 2:</td>
<td>#401</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dlmcmillian@firstam.com">dlmcmillian@firstam.com</a></td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Harrison NY 10528</td>
</tr>
<tr>
<td>Reference for Submitter:</td>
<td>CrossroadsBaldwin-Easements</td>
</tr>
</tbody>
</table>

## Parent Document Details

| Control Number:    | 583343456                              |
| Package ID:        | 2018113000203001000                    |
| Document Type:     | Easement (EAS)                         |

## Supporting Document Information

| Supporting Document Type: | TP-584                                 |
# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

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

### Schedule A — Information relating to conveyance

<table>
<thead>
<tr>
<th>Grantor/Transferee</th>
<th>Name (if individual: first, middle initial) (☐ check if more than one grantor)</th>
<th>Social security number</th>
<th>Social security number (Pending/Not Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Individual</td>
<td>CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND CO INC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Corporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Partnership</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Estate/Trust</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ Single member LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee/Transeree</th>
<th>Name (if individual: first, middle initial) (☐ check if more than one grantees)</th>
<th>Social security number</th>
<th>Social security number (Pending/Not Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Individual</td>
<td>TOWN OF SOMERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Corporation</td>
<td></td>
<td></td>
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<tr>
<td>☐ Partnership</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Estate/Trust</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ Single member LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Location and description of property conveyed

<table>
<thead>
<tr>
<th>Tax map designation — Section, block &amp; lot (include dots and dashes)</th>
<th>SWIRs code</th>
<th>Street address</th>
<th>City, town, or village</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.20-1-3.1 &amp; 3.11</td>
<td>555200</td>
<td>57 ROUTE 6</td>
<td>SOMERS</td>
<td>Westchester</td>
</tr>
</tbody>
</table>

### Type of property conveyed (check applicable box)

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Date of conveyance</th>
<th>Percentage of real property conveyed which is residential real property (see instructions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One- to three-family house</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>2</td>
<td>Residential cooperative</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>3</td>
<td>Residential condominium</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>4</td>
<td>Vacant land</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
</tbody>
</table>

### Condition of conveyance (check all that apply)

<table>
<thead>
<tr>
<th>Condition</th>
<th>Description</th>
<th>Date of conveyance</th>
<th>Percentage of real property conveyed which is residential real property (see instructions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Conveyance of fee interest</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>b.</td>
<td>Acquisition of a controlling interest</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>c.</td>
<td>Transfer of a controlling interest</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>d.</td>
<td>Conveyance to cooperative housing corporation</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
<tr>
<td>e.</td>
<td>Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest</td>
<td>12/1/2018</td>
<td>0 %</td>
</tr>
</tbody>
</table>

### For recording officer's use

<table>
<thead>
<tr>
<th>Amount received</th>
<th>Date received</th>
<th>Transaction number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule B, Part I $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Schedule B — Real estate transfer tax return (Tax Law, Article 31)

### Part I — Computation of tax due

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

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

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

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

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

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

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.
Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

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

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

☐ Other (attach detailed explanation).

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _________________ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _________________ No exemption from tax is claimed and the tax of _________________ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

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

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

Grantor signature  Title  Grantee signature  Title

Grantor signature  Title  Grantee signature  Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.
Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)
Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

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

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

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

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Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 665(c), but not as a condition of recording a deed.

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

If none of these exemption statements apply, you must complete Form IT-2683, Nonresident Real Property Estimated Income Tax Payment Form, or Form IT-2664, Nonresident Cooperative Unit Estimated Income Tax Payment Form. For more information, see Payment of estimated personal income tax, on page 1 of Form TP-584-1.

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

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from Date to Date (see instructions).

- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

- The transferee or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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<tr>
<td>Grantor</td>
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**Westchester County Recording & Endorsement Page**

**Submitter Information**

- **Name:** New York Title
- **Address 1:** Sharon Yihno
- **Address 2:** 550 Mamaroneck Avenue, Suite 401
- **City/State/Zip:** Harrison NY 10528
- **Phone:** 914-635-7100
- **Fax:** 914-635-7466
- **Email:** sharon@nytitle.com
- **Reference for Submitter:** NYT16121 VanBenschoten/4684.03b

**Document Details**

- **Control Number:** 570183698
- **Package ID:** 2016121200078001008
- **Document Type:** Easement (EAS)
- **Document Page Count:** 11
- **Total Page Count:** 13

**Parties**

1. **1st PARTY**
   - **Name:** CROSSROADS AT BALDWIN PLACE HOUSING DEVELOP.
   - **Other:** CROSSROADS AT BALDWIN PLACE LTD PARTNERSHIP

2. **2nd PARTY**
   - **Name:** OTHER
   - **Other:** OTHER

**Property**

- **Street Address:** 57 ROUTE 6
- **City/Town:** SOMERS
- **Tax Designation:** 4-20-1-3.1 & 3.11
- **Village:**

**Cross-References**

1. **1:** TP-584

**Recording Fees**

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**Transfer Taxes**

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**Mortgage Taxes**

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- **Westchester:** $0.00
- **Additional:** $0.00
- **MTA:** $0.00
- **Special:** $0.00
- **Yonkers:** $0.00

**Document Date:**

**Total Mortgage Tax:** $0.00

**Dwelling Type:**

**Exempt:**

**Record and Return To**

- **Pick-up at County Clerk's office**
- **Stephens, Baroni, Reilly & Lewis, LLP**
  - 175 Main Street
  - White Plains, NY 10601
### Westchester County Recording & Endorsement Page

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#### Properties Addendum

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<tbody>
<tr>
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<td>10541</td>
<td>Non-Westchester</td>
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PUBLIC WATER MAIN EASEMENT AGREEMENT

THIS PUBLIC WATER MAIN EASEMENT AGREEMENT (this "Agreement") is made and entered into as of January 12, 2017, by and CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance Law of the State of New York having an address c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP, a New York limited partnership, having its principal place of business c/o The Kearney Realty & Development Group Inc., 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "LP", and together with the HDFC the "Grantor") and the TOWN OF SOMERS, a municipal corporation having its offices 335 Route 202, Somers, New York 10589 ("Grantee").

WITNESSETH:

WHEREAS, the HDFC is the fee owner of certain real property located at 57 Route 6, Town of Somers, County of Westchester, State of New York (the "Property") as nominee for the LP and the LP is the beneficial owner of the Property pursuant to a Declaration of Interest and Nominee Agreement dated the date of this Agreement, which Property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, LP intends to develop the Property as a residential community known as "Crossroads at Baldwin Place" (the "Project"); and

WHEREAS, on September 14, 2016, the Planning Board of the Town of Somers (the "Planning Board") adopted Resolution No. 2016-08 (the "Approval"), granting conditional site plan approval, stormwater management and erosion and sediment control permit and wetland and watercourse protection permit approval, for the development of the Project; and

WHEREAS, as part of the Project, Grantor will be constructing certain public infrastructure, including public water mains and appurtenances (collectively, the "Water Main"), which will require maintenance, repair, restoration and replacement from time to time. The Water Main will be located within the portions of the Property described in Exhibit B attached and made a part hereof and shown and designated as "Water Easement" on the plan (the "Easement Area").
NOW THEREFORE, Grantee and Grantor hereby agree as follows:

1. LP will construct and install the Water Main in accordance with the plans approved by the Planning Board, which plans are set forth in Exhibit C.

2. (a) Grantor hereby irrevocably offers for dedication, upon completion, the Water Main to Grantee and remises, releases, grants and conveys unto Grantee a perpetual non-exclusive easement (the "Easement") on, over, under, through and across the Easement Area for the purposes of operating, using, maintaining, inspecting, repairing, restoring, replacing, extending and/or relaying the Water Main (the "Work"); together with a free right of ingress and egress therefrom and thereon, including the right to enter upon the Easement Area at any time, after providing LP reasonable advance notice (except in cases of bona-fide emergency), to perform any of the aforesaid activities without restriction or hindrance by Grantor.

(b) Notwithstanding any other provision of this Agreement, Grantor and Grantee agree that until the Grantee accepts the dedication of the Water Main, LP, and not Grantee, shall perform any and all Work, including Work required at the direction of the Grantee to keep the Water Main fully operational in compliance with all applicable laws and regulations of all governmental authorities having jurisdiction, at Grantee's sole cost and expense.

3. The parties agree that Grantee shall be liable for all costs and expenses which may arise, directly or indirectly, in connection with the performance of the Work.

4. Grantee agrees that as soon as practicable after the performance by Grantee and/or its agents or contractors of any Work within the Easement Area, Grantee shall restore the same to as near to the same condition as existed before the undertaking of such Work as is reasonably practicable under the circumstances.

5. Grantee hereby indemnifies and agrees to hold harmless Grantor, and its successors and assigns, from and against any and all claims, liabilities, losses or damages of any kind or nature which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its officers, officials, employees, agents, representatives or contractors in connection with this Agreement and the Easement granted hereby, but not as a result of any intervening negligence or willful misconduct of Grantor, its members, officers, employees, agents, representatives or contractors.

6. LP hereby indemnifies and agrees to hold harmless Grantee, and its successors and assigns, from and against any and all claims, liabilities, losses or damages of any kind or nature which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its officers, officials, employees, agents, representatives or contractors in connection with this Agreement, but not as a result of any intervening negligence or willful misconduct of Grantee, its officers, employees, agents, representatives or contractors.

7. Grantor shall not authorize, undertake, or permit any material alteration, abandonment, modification or discontinuation of the Water Main except in accordance with the prior written approval of Grantee, or erect any permanent buildings, structures, walls or
obstructions of any kind or nature on, in or over the Easement Area without Grantee's prior consent, except that Grantor shall be permitted to: (a) plant and maintain within the Easement Area turf grasses and non-woody annual and perennial ornamental plants; and (b) construct and install on, over and across the Easement Area asphalt, concrete or other permanent pavement and construct and install curbing, storm water drainage conveyances and facilities, and other utilities and "street" improvements, and appurtenances.

8. Ownership of the Easement Area (but not the Water Main) shall remain in all respects vested in Grantor and its successors and/or assigns, and the use and enjoyment of the Easement Area is retained in perpetuity by and for Grantor, its successors and/or assigns, subject to the provisions of the Easement granted hereby.

9. Any notice required under this Agreement shall be deemed duly given when made in writing and mailed by certified mail return-receipt requested to the party at the following address (or to such other address as that party may give notice of in writing from time to time):

**Grantor:**
Crossroads at Baldwin Place
Housing Development Fund Company Inc.
c/o Housing Action Council, Inc.
55 South Broadway
Tarrytown, New York 10591
Attention: Rosemarie Noonan, President

and to:
Crossroads at Baldwin Place Limited Partnership
c/o The Kearney Realty & Development Group Inc.
34 Clayton Boulevard, Suite A
Baldwin Place, New York 10505
Attention: Kenneth Kearney

with a copy to:
Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York
Attention: Steven S. Heyman, Esq.

**Grantee:**
Town of Somers
335 Route 202
Somers, New York 10589
Attention: Supervisor

10. This Agreement and all rights and easements hereunder granted shall run with the land and shall be binding upon the successors, legal representatives and assigns of Grantor and Grantee.
11. The failure of any person to enforce any provision of this Agreement and/or the easements and rights granted hereby shall not be deemed a waiver of such person's right to do so thereafter.

12. The parties hereby irrevocably submit to the exclusive jurisdiction of the Supreme Court of the State of New York over any suit, action or proceeding arising out of or relating to this Agreement, and to Westchester County as the exclusive venue of any such suit, action or proceeding. The parties hereby irrevocably waive, to the fullest extent permitted by law, any objection they may now or hereafter have to such venue as being an inconvenient forum.

13. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

14. Nothing expressed or implied in this Agreement is intended or shall be construed to give any person other than the parties hereto any right, remedy or claim under or with respect to this Agreement. This Agreement is intended for the sole and exclusive benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Nothing further on this page.
IN WITNESS WHEREOF, the parties hereto have caused this Public Water Main Easement Agreement to be duly signed and made effective as of the day and year first above written.

CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC.

By: [Signature]
Name: Rosemarie Noonan
Title: President

CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP

By: Crossroads at Baldwin Place Associates, L.L.C.,
its Managing General Partner

By: [Signature]
Name: Kenneth Kearney
Title: Manager

TOWN OF SOMERS

By: [Signature]
Name: Rick Morrissey
Title: Supervisor
STATE OF NEW YORK            } SS:
COUNTY OF NEW YORK             

On the 16th day of December in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, KENNETH KEARNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

JAMI L. ROGERS
Notary Public, State of New York
No. 01R06164290
Qualified in Rensselaer County
Commission Expires April 16, 2021

STATE OF NEW YORK            } SS:
COUNTY OF WESTCHESTER         

On the 16th day of December in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, ROSEMARIE NOONAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

JAMI L. ROGERS
Notary Public, State of New York
No. 01R06164290
Qualified in Rensselaer County
Commission Expires April 16, 2019

STATE OF NEW YORK            } SS:
COUNTY OF WESTCHESTER         

On the 16th day of December in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared, RICK MORRISSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

PATRICIA KALBA
Notary Public, State of New York
No. 01JKA080139
Qualified in Westchester County
Commission Expires Sept. 9, 2016
EXHIBIT "A"

Legal Description of Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and Town of Carmel, County of Putnam, State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of U.S. Highway Route 6 in the Town of Somers, where the same is intersected by the division line between the herein described premises on the east being lands now or formerly of Eagle Golf Associates, LLC and lands now or formerly of Sun Oil on the west;

THENCE along said lands now or formerly of Sun Oil and continuing along lands now or formerly of Puntofillo, Cruikshank, Papenfuhs and Gassler, North 17 degrees 53 minutes 30 seconds West, 363.75 feet, North 13 degrees 43 minutes 04 seconds East, 587.27 feet to a stone wall marking the division line between the Counties Westchester and Putnam;

THENCE along said division line and lands now or formerly of the Town of Carmel, South 85 degrees 37 minutes 14 seconds East, 430.00 feet to a point;

THENCE continuing along said lands now or formerly of the Town of Carmel, North 21 degrees 03 minutes 19 seconds East, 244.20 feet, North 22 degrees 51 minutes 19 seconds East, 192.67 feet and North 20 degrees 11 minutes 39 seconds East, 27.53 feet to a point;

THENCE South 68 degrees 39 minutes 50 seconds East, 50.01 feet to lands shown on map of "Richard Reinhardt" Filed Map No. 1273 (Putnam County);

THENCE along said lands and partially following the line of a stone wall, South 20 degrees 11 minutes 39 seconds West, 27.69 feet, South 22 degrees 51 minutes 19 seconds West, 193.05 feet, South 21 degrees 03 minutes 19 seconds West, 231.56 feet to the remains of a stone wall marking the division line between the Counties of Westchester and Putnam;

THENCE along said division line, South 88 degrees 21 minutes 01 second East, 93.28 feet, South 87 degrees 41 minutes 31 seconds East, 120.07 feet and South 85 degrees 28 minutes 01 second East, 150.13 feet to lands now or formerly of Croit;

THENCE along said lands, South 19 degrees 40 minutes 25 seconds West, 201.50 feet to lands now or formerly of Anderson;

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

1. South 73 degrees 37 minutes 24 seconds West, 171.10 feet;
2. North 73 degrees 48 minutes 31 seconds West, 92.85 feet; and
3. South 13 degrees 39 minutes 00 seconds West, 150.00 feet to the most northerly corner of the parcel conveyed by Kennard to McDevitt;

THENCE along the northerly and westerly sides of said McDevitt parcel, the following two (2) courses and distances:

1. North 76 degrees 21 minutes West, 125 feet; and
2. South 13 degrees 39 minutes West, 350.70 feet to the northerly side of U.S. Highway Route 6 in the Town of Somers;

RUNNING THENCE along the same, South 58 degrees 39 minutes 00 seconds West, 362.13 feet to the point and place of BEGINNING.
EXHIBIT B

Depiction of Easement Area
# EXHIBIT C

List of Approved Project Documents

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<td>D-2</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-3</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-4</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-5</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-6</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-7</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-8</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-9</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-10</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
<tr>
<td>D-11</td>
<td>Details</td>
<td>Insite Engineering</td>
<td>11/30/16</td>
</tr>
</tbody>
</table>
AMENDMENT TO DRAINAGE PIPE SYSTEM MAINTENANCE AND EASEMENT AGREEMENT

THIS AMENDMENT TO DRAINAGE PIPE SYSTEM MAINTENANCE AND EASEMENT AGREEMENT (the "Amendment") is made and entered into as of February ___, 2019, by and among CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance Law of the State of New York having an address c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP, a New York limited partnership, having its principal place of business c/o The Kearney Realty & Development Group Inc., 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "LP", and together with the HDFC the "Grantor") and the TOWN OF SOMERS, a municipal corporation having its offices 335 Route 202, Somers, New York 10589 ("Grantee").

WITNESSETH:

WHEREAS, the HDFC is the fee owner of certain real property located at 57 Route 6, Town of Somers, County of Westchester, State of New York (the "Property") as nominee for the LP and the LP is the beneficial owner of the Property pursuant to a Declaration of Interest and Nominee Agreement dated as of December 16, 2016, which Property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Grantor and the Grantee entered into that certain Drainage Pipe System Maintenance and Easement Agreement dated January 12, 2017 and recorded on February 10, 2017 in the Westchester County Clerk’s Office as Control No. 570183669 (the "Original Easement Agreement"), which Original Easement Agreement created a public drainage easement for the benefit of the Grantor and Grantee; and

WHEREAS, the Easement Area identified in the Original Easement Agreement fails to include the location of a manhole needed to service a portion of the 42” HDPE pipe comprising a portion of the Drainage Pipe System; and

WHEREAS, the Grantor and Grantee wish to amend the Original Easement Agreement to identify the new location of the Easement Area;

WHEREAS, the Grantor and Grantee now desire to amend the Original Easement Agreement as follows;
1. **Definitions.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Original Easement Agreement.

2. **Amendment.** Exhibit B of the Original Easement Agreement is deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.

3. **Miscellaneous.**

   (a) This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

   (b) This Amendment shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee and their respective personal representatives, successors and assigns.

   (c) This Amendment may not be amended or modified except by a written instrument signed by the Grantor and Grantee, or their successors in interest, and consented to in writing by the holder(s) of any mortgage(s) encumbering any of the Property.

   (d) Any notice required or permitted to be given pursuant to this Amendment will be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the Grantor and Grantee at their respective business addresses with a copy to the holder(s) of any mortgage(s) encumbering the Property sent pursuant to the notice provisions provided for in such mortgage(s). Any party may change the address to which notice will be sent by providing notice to the others in the manner provided in this subparagraph.

   (e) In any dispute arising under or related to this Amendment, the prevailing party shall have the right to collect from the non-prevailing party(ies) its reasonable costs and attorneys’ fees.

   (f) All other terms and conditions of the Original Easement Agreement remain unchanged.

*Signature Page Follows.*
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first written above.

CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC.

By: ________________________________
    Name: Rosemarie Noonan
    Title: President

CROSSROADS AT BALDWIN PLACE LIMITED PARTNERSHIP

By: Crossroads at Baldwin Place Associates, LLC,
    its Managing General Partner

By: ________________________________
    Name: Kenneth Kearney
    Title: Manager

TOWN OF SOMERS

By: ________________________________
    Name: Rick Morrissey
    Title: Supervisor
STATE OF NEW YORK       
                        
                        )   SS.: 
COUNTY OF
                        
On the ___ day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared, KENNETH KEARNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

STATE OF NEW YORK       
                        
                        )   SS.: 
COUNTY OF
                        
On the ___ day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared, ROSEMARIE NOONAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

STATE OF NEW YORK       
                        
                        )   SS.: 
COUNTY OF WESTCHESTER
                        
On the ___ day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared, RICK MORRISSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

4
EXHIBIT “A”

Legal Description of the Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and Town of Carmel, County of Putnam, State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of U.S. Highway Route 6 in the Town of Somers, where the same is intersected by the division line between the herein described premises on the east being lands now or formerly of Eagle Golf Associates, LLC and lands now or formerly of Sun Oil on the west;

THENCE along said lands now or formerly of Sun Oil and continuing along lands now or formerly of Puntolillo, Cruikshank, Papenfuhs and Gassler, North 17 degrees 53 minutes 30 seconds West, 363.75 feet, North 13 degrees 43 minutes 04 seconds East, 587.27 feet to a stone wall marking the division line between the Counties Westchester and Putnam;

THENCE along said division line and lands now or formerly of the Town of Carmel, South 85 degrees 37 minutes 14 seconds East, 450.00 feet to a point;

THENCE continuing along said lands now or formerly of the Town of Carmel, North 21 degrees 03 minutes 19 seconds East, 244.20 feet, North 22 degrees 51 minutes 19 seconds East, 192.67 feet and North 20 degrees 11 minutes 39 seconds East, 27.53 feet to a point;

THENCE South 68 degrees 39 minutes 50 seconds East, 50.01 feet to lands shown on map of “Richard Reinhard” Filed Map No. 1273 (Putnam County);

THENCE along said lands and partially following the line of a stone wall, South 20 degrees 11 minutes 39 seconds West, 27.69 feet, South 22 degrees 51 minutes 19 seconds West, 193.05 feet, South 21 degrees 03 minutes 19 seconds West, 231.56 feet to the remains of a stone wall marking the division line between the Counties of Westchester and Putnam;

THENCE along said division line, South 88 degrees 21 minutes 01 second East, 93.28 feet, South 87 degrees 41 minutes 31 seconds East, 120.07 feet and South 85 degrees 28 minutes 01 second East, 150.13 feet to lands now or formerly of Cron;

THENCE along said lands, South 19 degrees 40 minutes 25 seconds West, 201.50 feet to lands now or formerly of Anderson;

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

1. South 73 degrees 37 minutes 24 seconds West, 171.10 feet;
2. North 73 degrees 48 minutes 31 seconds West, 92.85 feet; and
3. South 13 degrees 39 minutes 00 seconds West, 150.00 feet to the most northerly corner of the parcel conveyed by Kennard to McDevitt;
THENCE along the northerly and westerly sides of said McDevitt parcel, the following two (2) courses and distances:

1. North 76 degrees 21 minutes West, 125 feet; and
2. South 13 degrees 39 minutes West, 350.70 feet to the northerly side of U.S. Highway Route 6 in the Town of Somers;

RUNNING THENCE along the same, South 58 degrees 39 minutes 00 seconds West, 362.13 feet to the point and place of BEGINNING.
EXHIBIT “B”

Revised Description of the Drainage Pipe System
<table>
<thead>
<tr>
<th><strong>Westchester County Recording &amp; Endorsement Page</strong></th>
<th>Prepared: 1/22/2019 5:07:47 PM</th>
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</thead>
<tbody>
<tr>
<td><strong>Submitter Information</strong></td>
<td></td>
</tr>
<tr>
<td>Name: First American Title Insurance Company</td>
<td>Phone: 914-873-8795</td>
</tr>
<tr>
<td>Address 1: 550 Mamaroneck Avenue</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address 2: #401</td>
<td>Email: <a href="mailto:dimcmillan@firstam.com">dimcmillan@firstam.com</a></td>
</tr>
<tr>
<td>City/State/Zip: Harrison NY 10528</td>
<td>Reference for Submitter: Crossroads Baldwin Easements</td>
</tr>
<tr>
<td><strong>Document Details</strong></td>
<td></td>
</tr>
<tr>
<td>Control Number: 590223440</td>
<td>Document Type: Easement (EAS)</td>
</tr>
<tr>
<td>Package ID: 2018113000203001000</td>
<td>Document Page Count: 6</td>
</tr>
<tr>
<td><strong>Parties</strong></td>
<td>Total Page Count: 8</td>
</tr>
<tr>
<td>1: CROSSROADS AT BALDWIN PLACE HOUSING DEVELOP</td>
<td>1: TOWN OF SOMERS</td>
</tr>
<tr>
<td>2: CROSSROADS AT BALDWIN PLACE LP</td>
<td>2:</td>
</tr>
<tr>
<td>Street Address: 57 ROUTE 6</td>
<td>Tax Designation: 4.20-1-3.1 &amp; 3.11</td>
</tr>
<tr>
<td>City/Town: SOMERS</td>
<td>Village:</td>
</tr>
<tr>
<td><strong>Supporting Documents</strong></td>
<td></td>
</tr>
<tr>
<td>1: TP-584</td>
<td></td>
</tr>
<tr>
<td><strong>Recording Fees</strong></td>
<td><strong>Mortgage Taxes</strong></td>
</tr>
<tr>
<td>Statutory Recording Fee: $40.50</td>
<td>Document Date:</td>
</tr>
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<td>Page Fee: $35.00</td>
<td>Mortgage Amount: $0.00</td>
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<td>Cross-Reference Fee: $0.50</td>
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<td>Mortgage Affidavit Filing Fee: $0.00</td>
<td>Basic: $0.00</td>
</tr>
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<td>RP-5217 Filing Fee: $0.00</td>
<td>Westchester: $0.00</td>
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<tr>
<td>TP-584 Filing Fee: $5.00</td>
<td>Additional: $0.00</td>
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<td><strong>Total Recording Fees Paid:</strong> $81.00</td>
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<tr>
<td><strong>Transfer Taxes</strong></td>
<td>Special: $0.00</td>
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<td>Consideration: $0.00</td>
<td>Yonkers: $0.00</td>
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<td>Transfer Tax: $0.00</td>
<td>Total Mortgage Tax: $0.00</td>
</tr>
<tr>
<td>Mansion Tax: $0.00</td>
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</tr>
<tr>
<td><strong>Record and Return To</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pick-up at County Clerk's office</td>
</tr>
<tr>
<td>First American Title Insurance Company</td>
<td></td>
</tr>
<tr>
<td>550 Mamaroneck Avenue</td>
<td></td>
</tr>
<tr>
<td>#401</td>
<td></td>
</tr>
<tr>
<td>Harrison, NY 10528</td>
<td></td>
</tr>
<tr>
<td>Attn: Danielle McMillan</td>
<td></td>
</tr>
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</table>
Properties Addendum

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Property ID</th>
<th>Non-Westchester</th>
<th>Page</th>
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<tbody>
<tr>
<td>KENNARD DRIVE 10541</td>
<td>86.1416</td>
<td>NON-WESTCHESTER</td>
<td>8</td>
</tr>
</tbody>
</table>
## Supporting Document Cover Page

### Submitter Information
- **Name:** First American Title Insurance Company
- **Address 1:** 550 Mamaroneck Avenue
- **Address 2:** #401
- **City/State/Zip:** Harrison NY 10528
- **Phone:** 914-673-6795
- **Fax:**
- **Email:** dmcmilian@frtal.com
- **Reference for Submitter:** CrossroadsBaldwin-Easements

### Parent Document Details
- **Control Number:** 590223440
- **Document Type:** Easement (EAS)
- **Package ID:** 201811000020200301000

### Supporting Document Information
- **Supporting Document Type:** TP-584
Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

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

Schedule A — Information relating to conveyance

<table>
<thead>
<tr>
<th>Grantor/Transferor</th>
<th>Name (If individual: last, first, middle initial)</th>
<th>Social security number</th>
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</thead>
<tbody>
<tr>
<td>☐ Individual</td>
<td>CROSSROADS AT BALDWIN PLACE HOUSING DEVELOPMENT FUND CO INC</td>
<td></td>
</tr>
<tr>
<td>☐ Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Estate/Trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Single member LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ Other</td>
<td>Single member’s name if grantor is a single member LLC (see instructions)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee/Transferee</th>
<th>Name (If individual: last, first, middle initial)</th>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Individual</td>
<td>TOWN OF SOMERS</td>
<td></td>
</tr>
<tr>
<td>☐ Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Estate/Trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Single member LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ Other</td>
<td>Single member’s name if grantee is a single member LLC (see instructions)</td>
<td></td>
</tr>
</tbody>
</table>

Location and description of property conveyed

<table>
<thead>
<tr>
<th>Tax map designation — Section, block &amp; lot (include dots and dashes)</th>
<th>SWIS code (six digits)</th>
<th>Street address</th>
<th>City, town, or village</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.20-1-3.1 &amp; 3.11</td>
<td>551800</td>
<td>57 ROUTE 6</td>
<td>SOMERS</td>
<td>Westchester</td>
</tr>
</tbody>
</table>

| Type of property conveyed (check applicable box) | | Date of conveyance | Percentage of real property conveyed which is residential real property 0% (see instructions) |
|-------------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| 1 ☐ One- to three-family house                  | 6 ☐ Commercial/Industrial                      | 1 31 2019                                    |                                     |
| 2 ☐ Residential cooperative                     | 6 ☐ Apartment building                         |                                              |                                     |
| 3 ☐ Residential condominium                    | 7 ☐ Office building                            |                                              |                                     |
| 4 ☑ Vacant land                                 | 8 ☐ Other                                      |                                              |                                     |

Condition of conveyance (check all that apply)

<table>
<thead>
<tr>
<th>Condition of conveyance (check all that apply)</th>
<th>Description of conveyance</th>
<th>l. Option assignment or surrender</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ☐ Conveyance of free interest</td>
<td>Conveyance which consists of a change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)</td>
<td>m. Lesseeship assignment or surrender</td>
</tr>
<tr>
<td>b. ☐ Acquisition of a controlling interest</td>
<td>Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)</td>
<td>n. Lesseeship grant</td>
</tr>
<tr>
<td>c. ☐ Transfer of a controlling interest</td>
<td>Conveyance of cooperative apartment(s)</td>
<td>o. Conveyance of an easement</td>
</tr>
<tr>
<td>d. ☐ Conveyance to cooperative housing</td>
<td>Syndication</td>
<td>p. Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)</td>
</tr>
<tr>
<td>e. ☐ Conveyance pursuant to or in lieu of</td>
<td>Conveyance of air rights or development rights</td>
<td>q. Conveyance of property partly within and partly outside the state</td>
</tr>
<tr>
<td>foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)</td>
<td>Contract assignment</td>
<td>r. Conveyance pursuant to divorce or separation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>s. ☑ Other (describe) EASEMENT</td>
</tr>
</tbody>
</table>

For recording officer's use

<table>
<thead>
<tr>
<th>Amount received</th>
<th>Date received</th>
<th>Transaction number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule B, Part I $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule B, Part II $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due
1. Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ........................................ Exemption claimed □ 1. 0.00
2. Continuing lien deduction (see Instructions if property is taken subject to mortgage or lien) .............................................................. 2. 0.00
3. Taxable consideration (subtract line 2 from line 1) ................................................................................................................................. 3. 0.00
4. Tax $2 for each $500, or fractional part thereof, of consideration on line 3 .................................................................................... 4. 0.00
5. Amount of credit claimed for tax previously paid (see Instructions and attach Form TP-584-1, Schedule G) .......................... 5. 0.00
6. Total tax due* (subtract line 5 from line 4) ................................................................................................................................. 6. 0.00

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more
1. Enter amount of consideration for conveyance (from Part I, line 1) .................................................................................................. 1. 
2. Taxable consideration (multiply line 1 by the percentage which is residential real property, as shown in Schedule A) ............ 2. 
3. Total additional tax due* (multiply line 2 by 1% (0.01)) ...................................................................................................................... 3. 

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)
The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ............................................................................................................................ a □

b. Conveyance is to secure a debt or other obligation ......................................................................................................................... b □

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ......................... c □

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ........................................................................................................................................... d □

e. Conveyance is given in connection with a tax sale ............................................................................................................................ e □

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwelling.) Attach Form TP-584-1, Schedule F ................................................................................................................. f □

g. Conveyance consists of deed of partition ........................................................................................................................................ g □

h. Conveyance is given pursuant to the federal Bankruptcy Act .......................................................................................................... h □

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property .................................................................................................................................................. i □

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor’s personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ........................................................................................................................................ j □

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 140 (e) (attach documents supporting such claim) .................................................................................................................................................... k □

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.
Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)

1. [X] The real property being sold or transferred is not subject to an outstanding credit line mortgage.

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

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

[ ] Other (attach detailed explanation).

3. [ ] The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   [ ] A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   [ ] A check has been drawn payable for transmission to the credit line mortgagor or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. [ ] The real property being transferred is subject to an outstanding credit line mortgage recorded in
   (insert fiber and page or real or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is...
   No exemption from tax is claimed and the tax of...
   is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

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

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

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

*Tax Law, Article 22, section 663*

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

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

**Part I - New York State residents**

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

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

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

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*Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 665(c), but not as a condition of recording a deed.*

**Part II - Nonresidents of New York State**

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

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

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

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

- [ ] The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from ___ to ___ (see instructions).

- [ ] The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

- [x] The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

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<tr>
<td>Party</td>
<td>Last Name</td>
<td>First Name, MI</td>
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<tr>
<td>Grantor</td>
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<td></td>
<td>PLACE LP</td>
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</tr>
<tr>
<td>Address</td>
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<td>City, town or village</td>
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<td>NON-WESTCHESTER</td>
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