

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, DECEMBER 4, 2025
www.somersny.gov**

6:00PM – Executive Session

A. PUBLIC HEARING:

2026 Preliminary Budget

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

B. TOWN BOARD:

1. Town of Somers – Update
2. Authorize the Supervisor to execute:
 - a. The Renewal Contract for the Town's 2025 Tax Map Maintenance with CAI Technologies, per email from Teresa Stegner, Assessor, dated November 19, 2025.
 - b. The Commercial Supply Agreement with Paraco to deliver and connect the propane tank for new generator at the Somers Police Station for \$569.93 and subsequent annual rental cost of \$250.00 plus propane deliveries as per memo from Thomas Tooma, Building Inspector, dated November 25, 2025.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
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www.somersny.gov

C. PARKS & RECREATION: No additional business.

D. FINANCIAL:

1. Authorize Consolidated Water District budget transfer from Fund Balance to Transfers to cover the cost of the Ross Drive Water Storage Tank Rehabilitation Project, as per email from Bob Kehoe, dated November 25, 2025.

E. HIGHWAY:

1. Reject the bids received on November 20, 2025 for the traffic and street signs and authorize resolicitation, as per memo from Nicholas DeVito, dated November 25, 2025.

F. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (2- 2-year terms ending 7/11/2026.)
- b. Affordable Housing Board (1- 2-year term ending 7/11/2027.)
- c. Assessment Board of Review (1-5-year term ending 9/30/2029.)
- d. Assessment Board of Review (1-5-year term ending 9/30/2030.)
- e. Parks and Recreation Board (1 – 5-year term ending 3/9/2026)
- f. Planning Board (1 – 7-year term ending 12/31/2026.)

2. Upcoming Vacancies - Terms Expiring in 2025:

- a. Library Board of Trustees (4 - 5-year terms ending 12/31/2025.)
- b. Partners in Prevention (3 – 3-year terms ending 12/31/2025.)
- c. Planning Board (1 – 7-year term ending 12/31/2025.)
- d. Zoning Board of Appeals (2 – 5-year terms ending 12/31/2025.)

G. PLANNING & ENGINEERING: No additional business.

H. POLICE: No additional business.

I. PROPOSED CONSENSUS AGENDA:

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, DECEMBER 4, 2025
www.somersny.gov**

2025 Calendar

December 4, 2025	7:00pm	Town Board Work Session Public Hearing: 2026 Preliminary Budget
December 10, 2025 (Wednesday)	7:00pm	Town Board Regular Meeting Public Hearing: Proposed 2026 Water Billing Rate Increase Public Hearing: Putnam/Northern Westchester BOCES Solar Overlay Request

2026 Calendar

January 8, 2026	7:00pm	Town Board Work Session
January 15, 2026	7:00pm	Town Board Regular Meeting

The 2026 Preliminary
Budget is Available in
the Town Clerk's Office
and on the Town's
Website at
SOMERSNY.GOV
under the News Section

Tammi Savva

From: Tammi Savva
Sent: Monday, December 1, 2025 1:01 PM
To: Robert Scorrano; Anthony Ciriaco; Richard Clinchy; Bill Faulkner; Gina Arena; Patricia Kalba; Roland Baroni
Subject: December 4, 2025 TB Work Session Agenda Item: Tax Map Maintenance Contract
Attachments: 2027_SomersNY_MaintenanceContract.pdf

Please see below and attached.

TAMMI SAVVA
JUNIOR ADMINISTRATIVE ASSISTANT
OFFICE OF SUPERVISOR ROBERT SCORRANO
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
PHONE: 914-277-3637
FAX: 914-276-0082
WWW.SOMERSNY.GOV

From: Teresa Stegner <tstegner@somersny.gov>
Sent: Wednesday, November 19, 2025 1:58 PM
To: Tammi Savva <tsavva@somersny.gov>
Cc: Kim DeLucia <kdelucia@somersny.gov>
Subject: FW: Tax Map Maintenance Contract

Hi Tammi,

See attached annual mapping maintenance contract from CAI. No change in price from last year.

Teresa A. Stegner
Assessor – Town of Somers
335 Route 202
Somers, NY 10589
(914) 277-3504

From: frossi@cai-tech.com <frossi@cai-tech.com>
Sent: Thursday, October 2, 2025 5:03 PM
To: Teresa Stegner <tstegner@somersny.gov>
Subject: Tax Map Maintenance Contract

Dear Valued Client:

In a continuing effort to streamline our administrative processes and thereby help control our maintenance service costs for all our clients, we have establish a new annual Map/GIS Maintenance renewal process. To that end, attached you will find the renewal for your 2027 budget cycle.

Some of you are already accustomed to receiving these documents via e-mail, but this is the first time we're implementing the process for all clients. We do not intend to send hard copies of these

documents. Further, if it works for you, there is no need to mail a hard copy back to us. You can simply e-mail the executed document.

If this annual renewal should go to someone else, please forward it and let us know so that future documents go to the correct individual. We sincerely appreciate the opportunity to serve you and your community. If you have any questions or would like to discuss this further, please don't hesitate to contact us.

Franco Rossi

President



800.322.4540 x25
direct 603.761.6238
cell 603.616.7477



TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF SOMERS, NY

For processing data recorded 01/01/2026 through 12/31/2026

October 2, 2025

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Somers, NY, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - N/A*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

M1 - Name/Book and Page	A - Add New Lot
M2 - Area	D - Delete Lot
M3 - Parcel Id Number (i.e. Map and/or Lot number	
M4 - Multiple of M1, M2, M3	
M5 - Other (such as plan name or plan lot number)	
3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
 - a. Numerical by map and lot number
 - b. Alphabetical by owner's name
 - c. Change list by change code with secondary sorting by map and lot
 - d. Other index printouts will be available upon request, at current CAI prices

C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:

a. receipt date of data to be processed	e. completion date of second draft
b. completion date of compilation	f. date printed
c. completion date of first draft	g. date shipped
d. completion date of checking	

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

Map/GIS Maintenance Service	\$4,300.00
Building Footprints (if building sketches are provided as described above)	\$20.00/building added or changed

DELIVERABLES

Deliverables shall include two (2) complete sets reduced size tax map prints and GIS data, all current to June 1st, PDFs

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF SOMERS, NY

For processing data recorded 01/01/2026 through 12/31/2026

This is a contract made this 2 day of October, 2025, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Somers, NY, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated October 2, 2025, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$4,300.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$20.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the State of New York.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Somers, NY

CAI Technologies

BY: _____
TITLE: _____



Franco D. Rossi
President

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

Telephone
(914) 277-3539

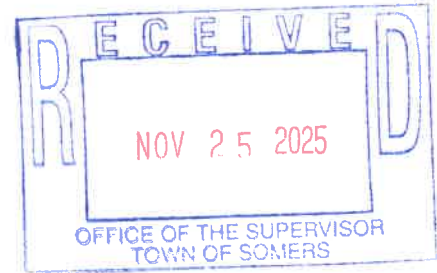
FAX
(914) 277-3790

C-TB
TA
12/1/25

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

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

Thomas J. Tooma, Jr.
Building Inspector



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.
Building Inspector

RE: Propane Tank Rental for Police Station Generator

DATE: November 25, 2025

Permission is being requested to have Town Supervisor Scorrano sign an agreement with Paraco to deliver and connect a 1,000-gallon propane tank for the new generator at the Somers Police Station at a total cost of \$569.93. There will be an additional fee of \$250.00 yearly to rent the tank from Paraco, as well as propane deliveries at \$1.49 per gallon as per State Bid for the first year.



Date: 11/7/2025 8:19 AM
Division Name: PEEKSKILL
Account Number:
Delivery Number: 0

Quote #: Q-49867-2
Expires On: 11/21/2025
Lead Source: STATE BID
Referral Source:
Marketing Campaign:
Est. Annual Usage: 50.00

COMMERCIAL SUPPLY AGREEMENT Prior ADDs Acct#:

Bill To

TOWN OF SOMERS POLICE DEPT
 100 Primrose Street
 Somers, New York 10536
 United States

Delivery Address

TOWN OF SOMERS POLICE DEPT
 100 Primrose Street
 Somers, NY 10536
 United States

Occupied by: Owner

Landlord Name:

Landlord Phone:

Primary Contact Information

Name: DENISE SCHIRMER
Primary Phone: 914-277-5582
Alternate Phone:
Email: dschirmer@somersny.gov

Additional Authorized User

Name:

Installation Scenario(s)

Primary: LP GENERATOR

Additional: --None--

PART #	PRODUCT NAME	QTY	UNIT PRICE	DISC (%)	Net Total
50007	Safety/Tank Set and Connect to Stub	1	197.95		197.95
21000	Tank: 1000 Gallon Aboveground (Lease)	1	0.00		0.00
FUEL	Propane (for Tank: 1000 Gallon Aboveground (Lease))	800	0.00		0.00
30004	Regulator: First Stage Regulator (Lease)	1	0.00		0.00
30003	Regulator: Second Stage Regulator	1	85.00		85.00
70071	Shop Material Fee	1	19.99		19.99
90000	Lease Fee	1	250.00		250.00
90001	Tank Monitor Service	1	50.00	100.00	0.00
70070	Safety and Maintenance Fee/ECC	1	16.99		16.99

Total bef. Tax:	\$569.93
Total Applicable Tax:	\$0.00
Total incl. Tax: :	\$569.93

	Tax Rate	Taxable Amount	Applicable Tax
Fuel	Exempt	0.00	0.00
Services/Labor	Exempt	00.00	00.00
Parts	Exempt	00.00	00.00

Job Description:

1000 AG LEASED TANK AT \$250.00 PER YEAR

NY STATE BID PRICING FOR PROPANE

PARACO WILL BRING OUT LEASED 1000 AG TANK AND CONNECT TO GAS LINE AFTER INSPECTIOSN FOR POLICE DEPT GENERATOR

Additional Credit Information:

Propane price is subject to change based on usage/market. This is NOT a lock-in price. ALL PRICE QUOTES ARE VALID FOR 14 DAYS. Total amount and signed Supply Agreement are due prior to scheduling System Check, Service and/or Delivery. Any installations using CSST gas line, it is the customers responsibility to have the line bonded by an electrician prior to final connect. There may be additional charges for repairs, running of additional lines and permit fees. Permit fees are determined by Town, County, and/or Fire Marshall to be charged seperately from initial quote. Environmental fee is charged per delivery (where applicable). Tank Monitor reports tank level to you & Paraco - Billed annually. All renters are required to pay a security deposit equal to 75% of the tank's usage capacity times the quoted price per gallon. \$150.00 minimum fee apply.

Delivery Type:	Will Call	Customers need to monitor propane gas tank gauge and contact Paraco to arrange for a delivery when tank gauge reads 30% to 35%. Please note that standard delivery times are 3 to 5 business days from requested date. May vary by location.
E-billing:	No	
Auto Pay:	No	

The Company shall not be liable for any loss sustained by the Customer as a result of the exhaustion of the Customer's supply of LP Gas (propane), and the Customer shall hold harmless the Company from any and all claims arising out of the storage and/or use of LP Gas (propane) or the use, operation, maintenance or repair of LP Gas equipment resulting from negligence of Customer or third party.

The terms and conditions of this AGREEMENT are set forth above and upon the reverse side hereof. In Witness Whereof, the parties here-to have caused this AGREEMENT to be executed the day and year first above written. This services as a credit application and agreement with Paraco Gas. By signing below you agree to allow Paraco to perform credit check upon you as well as to allow Paraco to check your credit references/ employers/landlord. Paraco Gas can cancel your account if any information provided herein is found materially false or if you default on this account.

Customer Signature:	_____	Co-Customer Signature:	_____
Print Name:	_____	Print Name:	_____
Date:	_____	Date:	_____
Sales Rep Signature:	_____	Sales Rep Name:	Rachael Sniffen
Print Name:	_____	Sales Rep E-mail:	rsniffen@paracogas.com
Date:	_____	Sales Rep Phone:	(845) 260-8011

TERMS AND CONDITIONS

SALE AND PURCHASE

1. Seller agrees to sell Buyer and Buyer agrees to purchase from Seller all the Buyer's annual requirements of Liquefied Petroleum Gas (hereafter called "LP Gas") for (consumption) (resale). Buyer acknowledges that from time to time increases in operating costs and higher prices of LP Gas may cause increased costs to Seller in connection with supplying Buyer's LP Gas requirements, and therefore Buyer agrees that Seller may revise said price schedule at any time, or charge one-time or recurring fees for operating and/or compliance expenses, and Seller agrees that a revision of said price schedule shall be fair and reasonable at time thereof and shall be fixed by Seller in good faith.

MEASUREMENT

2. The measurement of LP Gas to be sold and purchased under this agreement will be by gallons and Seller shall have the option of determining the method of measurement. Buyer shall be invoiced for the actual number of U.S. gallons of liquid corrected to 60° F.

2A. Cylinder Exchange: The measurement of LP Gas to be sold and purchased under this agreement will be grill cylinder, estimated 15 lbs. (3.57 gallons).

DELIVERY

3. Delivery into the storage tank(s) at the Buyer's service location shall be considered delivery to Buyer. A copy of the delivery invoice may be left at the Buyer's service location even if the Buyer is not present at the time of delivery. Buyer grants permission to Seller to access the property for deliveries and removal of propane tanks and/or regulators.

4. The Buyer shall ensure that there is a clear path and access to the propane storage tank in order for the Seller to make a delivery. This includes the removal of vegetation, snow, bees/vermin etc. from and around the tank.

TERMS OF PAYMENT

5. Payment for LP Gas sold hereunder shall be made as designated by the Seller, and terms of payment are subject to the decision of Seller's credit department. If Buyer's credit is satisfactory to Seller, Buyer shall pay Seller the Total Price stated on the applicable invoice within 10 days from the date of invoice. If the credit of the Buyer shall for any cause be deemed unsatisfactory by the Seller, the Seller shall have the right to request payment in advance before making further deliveries. The Buyer agrees to pay finance charges at the highest allowed legal rate of interest. Any bounced checks are subject to Seller's prevailing fees and all bounced checks and collection fees incurred by Seller shall be the responsibility of the Buyer.

PERIOD OF CONTRACT

6. This Agreement shall become effective on the date first set forth on this Agreement, or on such date prior thereto when Seller shall notify Buyer that installation or modification of LP Gas equipment on Buyer's premises has been completed, and shall continue for a period of seven years from such effective date and thereafter each year, subject, however, to the following rights of termination: (a) by either party at the expiration of the initial seven-year period or any subsequent yearly period, upon not less than 60 days prior written notice to the other party; (b) by either party after the failure of the other party to fulfill or conform to any of the terms or conditions hereof, upon written notice to the other party.

TERMINATION FEES

7. A service disconnection fee and/or termination fee shall be charged to Buyer to cover the labor to shut off and/or remove Seller's tank at the Buyer's location and any other costs to terminate the service, including the cost of labor and material incurred in removing LP Gas from the tank and returning it to the Seller's inventory. The removing of the tank includes the rigging and transport of the tank from the Buyer's location to the Seller's location. The fee charged will be determined by the amount of time required to perform these tasks, charged at the Seller's current hourly rate at the time of disconnection and/or termination. A refund payment will be issued to the Buyer's for security deposits and residual gas remaining in the tank at the last delivered price per gallon. The refund will be netted against any sums due to Seller by Buyer and, termination costs, resulting in net charge to the Buyer or net refund to the Buyer. Should conditions make removal of the tank(s) and piping economically or otherwise unfeasible in the Seller's judgment, the Buyer agrees to purchase from the Seller the tank(s) and piping. The price for tank(s) and piping shall be the then current market value. Upon payment, the Seller will convey good title to the tank(s) and piping pursuant to the Seller's standard Bill of Sale containing warranty disclaimers. Propane distribution equipment such as vaporizers, regulators and meters are not part of the tank(s) and piping system and shall at all times remain the property of the Seller.

7A. **Early Termination Fee:** If the Customer elects to cancel or terminate the Service Agreement prior to the completion of the agreed-upon service term or moves their account delivery status to will call from automatic, a **termination fee of \$350.00 USD** will be applied. This fee is intended to cover administrative, operational, and other costs incurred as a result of early cancellation. The termination fee will be due immediately upon cancellation and may be charged to the payment method on file. By entering into this agreement, the Customer acknowledges and agrees to this early termination fee and authorizes the Company to collect such fee in accordance with these terms. This clause applies regardless of the reason for cancellation, except where prohibited by law or in cases where the Company has materially breached the agreement.

DAMAGES

8. Failure of Buyer to fulfill or conform to any of the terms or conditions hereof shall entitle the Seller to any remedy available at law or equity, but, since damages which may arise from such failure may be difficult or impossible to determine, Seller shall, in any event, be entitled to recover no less than current profit rate per month for each calendar month, or major portion thereof, remaining between the date of such failure and the next succeeding date upon which this agreement may be terminated.

9. Under no circumstances shall the Seller be liable for any incidental, consequential, or special damages, including, but not limited to, loss of profits and business interruption damages. This limitation shall apply regardless of whether a claim or remedy is sought in contract, tort (including negligence and strict liability) or otherwise. The Seller shall not be liable for any loss sustained by the Buyer as a result of the exhaustion of the Buyer's supply of LP Gas (Propane), and the Buyer shall hold the Seller harmless from any and all claims arising out of the storage and/or use of LP Gas (Propane) or the use, operation, maintenance or repair of LP Gas equipment resulting from the negligence of Buyer or third party. The Seller is not responsible for claims resulting from damage to any unmarked sprinkler, electrical, septic, phone, utility or other underground lines. The Seller is not responsible for any damage caused to the Seller's driveway due to the delivery of Propane or equipment unless the Seller specifies in writing prior to said delivery that the Seller is prohibited from using said driveway/property.

FORCE-MAJEURE-OTHER CONTINGENCIES

10. In the event that Seller is hindered, delayed or prevented by an act of God, flood, fire, explosion, war, strike, or other labor disturbances in the performance of this agreement, Seller shall not be liable in damages or otherwise for its failure to perform hereunder. Seller's obligation to perform hereunder shall also be subject to delays, embargoes, contingencies of transportation or other cause beyond Seller's control. In addition, if Seller shall be unable to fulfill its contractual obligations to any of its customers, including those to Buyer, because of (a) failure or inability of Seller to obtain sufficient supplies on reasonable terms or (b) diminution or nonexistence of LP Gas supplies as a result of compliance by Seller, voluntarily or otherwise, with any request, order, directive or regulation of the government or of any other governmental officer, agent or representative purporting to act under authority, or with any governmental or industry rationing or supply program, Seller may, at its option (1) reduce its obligations hereunder, while such conditions exist, to the extent necessary in its judgment to apportion fairly among Seller's customers the amount of LP Gas it is able to supply or (2) terminate this agreement upon written notice to Buyer.

TAXES/PERMITS

11. Buyer shall pay for and obtain all required licenses, permits, or inspections and taxes imposed upon or in respect to the sale, installation, storage, and use of LP Gas sold or LP Gas equipment at Buyer's Service Location.

12. The Buyer shall pay ECC/Safety and Maintenance charges, permit or inspection fees or taxes imposed upon or in respect to the sale, installation, storage or use of LP Gas or equipment sold or leased hereunder.

CONSENT TO COMMUNICATIONS

13. By entering into this Agreement, Buyer consents to the receipt of electronic mail ("e-mail"), text messages, and customer service phone communications (including on-screen notifications and Robocalls) from Seller regarding (a) Delivery, Service, and potential Billing/Credit collections, and (b) other services and products Seller believes may be of interest to Buyer. Buyers may opt out of future e-mails, text messages, notifications, and phone communications including Robocalls about such products or services, by contacting Customer Service. Buyer may not, however, opt out of receiving communications regarding important information relating to its account or this Agreement.

GENERAL

14. The Customer agrees to obtain, at their own cost and expense, any and all permits, approvals, or authorizations required by applicable laws, regulations, or authorities ("Permits"), for the use, installation, or operation of the propane system(s) provided by Paraco at Buyer's Service Location (this shall not include any Permits required in the name of Seller). Failure to obtain such permits shall not relieve the customer of their obligations under this Agreement, and any consequences arising from such failure shall be the sole responsibility of the Customer and not the responsibility of Paraco.

15. No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this agreement by either party shall not be deemed a waiver of any other subsequent breach thereof.

16.Cylinder Exchange: The Propane tanks, cages, advertising material, and removable impact protection barriers, if any, are provided to the Buyer and are owned by the Seller and will remain the sole property of Seller. The lending, borrowing, unauthorized use, or sales of these items without the express written consent of Seller will be subject to reimbursement by Buyer at the current replacement value.

17.This Agreement supersedes all prior agreements between the parties hereto relating to the subject matter described herein and may not be assigned by the Buyer without the written consent of the Seller.

18.The Seller has the right to charge a minimum annual requirement charge. The Seller has the right to charge lease fees on certain tank sizes and installation services (see your individual sales agreement for further clarification).

19.The Buyer acknowledges that it has filed a Notice of Business Activities Report of Certificate of Authority to do business in New Jersey, if applicable.

20.Seller is not responsible for claims resulting from damage to any unmarked sprinkler, electrical, septic, phone, utility or other underground lines.

21.Buyer acknowledges Seller provided material data safety sheets, if applicable.

22.All sales are final, subject to applicable law.

23.Buyer authorizes Seller to obtain credit report pursuant to the Fair Credit Reporting Act.

24.The Seller makes no representations or warranties, either express or implied, with respect to any Propane, equipment or service now or hereafter supplied according to this Agreement, including any warranties of merchantability or fitness for a particular purpose.

25.All communications and notices shall be effectively given in writing and email, text message or mailed postage prepaid to the respective address for the Seller and the Buyer set forth above. However, the Buyer does authorize the Seller to leave a notice at the Delivery Address of any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Buyer's attention.

26.If either the Seller or Buyer files a lawsuit or commences any type of legal proceedings, both parties agree to the Laws and Jurisdiction of the State of New York with the lawsuit/legal proceeding to be held in the Supreme Court, County of Westchester, State of New York.

27.If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

Customer Signature:	_____	Sales Rep Signature:	_____
Print Name:	_____	Print Name:	_____
Date:	_____	Date:	_____



ABOVE/ UNDERGROUND TANK INSTALLATION ACKNOWLEDGMENT & WAIVER FORM

Installation Address

100 Primrose Street
Somers, NY 10536

Please review attached diagram.

Paraco

makes every effort to perform our installations in a highly professional manner, with special attention to the customer's property. However, by signing this waiver, you agree we cannot be responsible for items listed below:

1. Paraco is not responsible for damage of water/sprinkler lines, electric, tree roots or any others not specifically mentioned that are not clearly marked prior to digging, excavating, or behind interior walls.
2. Paraco cannot be held responsible for any damage to lawn/driveway etc. where work is taking place.
3. Paraco must have clear unobstructed access to the yard for equipment (3' wide opening minimum for trench machine, 8' wide min. for backhoe).
4. Customer is required by State guidelines to test and document the underground tanks cathodic abilities every 3 years.
5. Customer is responsible for removing leftover dirt from trenching and/or tank installation.
6. Appliances should be installed before any gas line work is performed, unless rough piping necessary (Exceptions to be made in writing).

Special Conditions:

1000 AG LEASED TANK AT \$250.00 PER YEAR

NY STATE BID PRICING FOR PROPANE

PARACO WILL BRING OUT LEASED 1000 AG TANK AND CONNECT TO GAS LINE AFTER INSPECTION FOR POLICE DEPT GENERATOR

Customer Signature: _____

Sales Rep Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Underground Tanks:

Effective January 1, 2011 any UG installed must have cathodic protection installed, and periodic inspections performed (please see below). Excerpt from NFPA 58 (Liquefied Petroleum Gas Code - 2011 Edition) mandates the use of cathodic protection systems on all new underground containers, and shall be tested in accordance with a specific schedule, effective January 1, 2011.

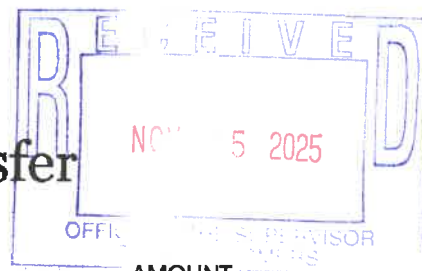
Cathodic Testing

Cathodic protection systems shall be monitored by testing and the results documented. Sacrificial anodes installed shall be tested in accordance with the following schedule:

- Test cathodic protection system, upon installation, unless prohibited by weather conditions, in which case testing must be performed within 180 days after the installation of the system.
- For continued verification of the effectiveness of the system, testing must be performed 12 to 18 months after the initial test.
- Periodic follow-up testing every 3 years or 36 months.
- If the system fails a test, repair the system, test the system and verify the system 12-18 months after the initial test.
- Document test results and retain copies of the two most recent tests.

C- TB
TC
TA TS
12/1/25

2025 CWD Budget Transfer



FROM:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
48	909	Fund Balance	\$508,001.00
Total:			\$508,001.00

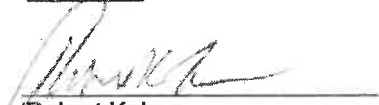
TO:

FUND	ACCOUNT CODE	ACCOUNT NAME	AMOUNT
48	9950.09	Transfers	\$508,001.00
Total:			\$508,001.00

Explanation:

To use CWD Fund Balance to cover the cost of the Ross Drive Water Storage Tank Rehabilitation project.

Signature:


Robert Kehoe
Director of Finance

Date:

11/24/25

C-TO
TC
TA

B-
12/1/25

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

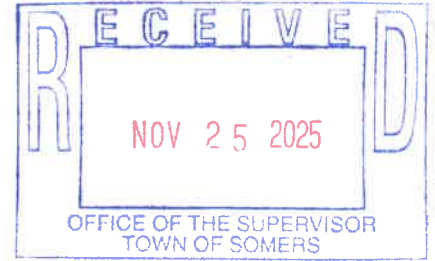
NICHOLAS DEVITO
Superintendent of Highways

PAUL WESTHOFF
Deputy Supt. of Highways

Highway Department

Town of Somers
WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: NICHOLAS DEVITO
SUPT. of HIGHWAYS

to Catherine Best

RE: REBID TRAFFIC & STREET SIGN FOR 2026

DATE: NOVEMBER 25, 2025

The Superintendent of Highways request to reject traffic & street sign bids received on November 20, 2025 and authorization to resolicit.

Nicholas DeVito

Nicholas DeVito
Supt. of Highways

cc: Town Clerk