

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, MAY 7, 2026**
www.somersny.gov

6:00PM – Executive Session

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

A. TOWN BOARD:

1. Town of Somers – Update
2. Congratulations to Patricia Kalba, Town of Somers Town Clerk, for being awarded the New York State Town Clerks Association (NYSTCA) Registered Municipal Clerk’s recertification. This prestigious award recognizes the professional competency of Patricia in fulfilling the responsibilities of her office. She has met the stringent education and experience requirements established by NYSTCA.
3. Reis Park Project Recap – Discussion
4. Proposal to Perform Legal Services Pertaining to Cable Franchise Projects in the Town of Somers - Discussion
5. Standard Workday Definition - Discussion
6. Horse Barn at the Wright-Reis Homestead – Property Ownership - Discussion

**SOMERS TOWN BOARD
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7. Ratify the Supervisor's April 23, 2026 signature on the Memorandum of Understanding (MOU) between the Town of Somers and the Hudson River Valley Greenway Communities Council to receive funding in the amount of \$17,500.00 for the 2025 Somers Town Angle Fly/Reynolds House Master Plan Project.
8. Consider authorization to the Supervisor to execute contract of sale for property located at 65 Sienna Drive in Somers Crossing subject to permissive referendum and authorization to the Town Clerk to publish the Notice of Permissive Referendum within 10 days hereof.
9. Authorize the Town tax certiorari refund in the amount of \$4,581.45, payable to Savad Churgin, the attorneys for the Petitioner, 247 Route 100 LLC, pursuant to the tax certiorari settlement and per April 28, 2026 email from Teresa Stegner, Town Assessor.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY:

1. Request permission to purchase two (2) 2026 RAM 5500 CAB/Chassis 4WD 60" CA, at the cost of \$215,836.78 off the Onondaga County Contract #001117/0011142 from Robert Green Truck Division, Route 17 East Exit 107, PO Box 8002 Rock Hill, NY 12775 per memo dated May 1, 2026 from Nicholas DeVito, Superintendent of Highways.

E. 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- 3-year terms ending 3/9/2029.)
 - f. Partners in Prevention Committee (1- 3-year term ending 12/31/2026.)
 - g. Planning Board (1- 7-year term ending 12/31/2026.)
 - h. Planning Board (1- 7-year term ending 12/31/2029.)

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2. **Upcoming Vacancies - Terms Expiring in 2026:**

- a. Affordable Housing Board (1- 2-year term ending 7/11/2026.)
3. Authorize the re-appointment of Stephen Krug to the Somers Parks and Recreation Board to a 3-year term ending March 09, 2029.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. PROPOSED CONSENSUS AGENDA:

1. Accept the following checks per the April 14, 2026 and April 15, 2026 memos from Steven Woelfle, Engineering Department:
 - a. \$1,920.00 - Snow Maintenance Deposit
Somers Estate Subdivision – Florence Drive Extension
 - b. \$500.00 - Erosion Control Bond
Raniolo SMESC and Tree Permit
26 Dr. Tony’s Road
TM: 37.19-2-6
2. Authorize the Supervisor to execute:
 - a. The Tri-Town Nutrition Program Agreement and corresponding vouchers for the period January 1, 2025 through December 31, 2025 between the Town of Somers, North Salem, and Lewisboro per memo dated April 30, 2026 from Princess Guerra, Nutrition Program Director.
 - b. The amendment to increase funding by an additional \$29,164.26 for the Title III-C/NSIP funding contracts for Nutrition Services provided by the Town of Somers for the period commencing on January 1, 2024 and continuing through December 31, 2024 per memo dated April 30, 2026 from Princess Guerra, Senior/Nutrition Program Director.

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2026 Calendar

May 7, 2026	7:00pm	Town Board Work Session
May 14, 2026	7:00pm	Town Board Regular Meeting
June 4, 2026	7:00pm	Town Board Work Session
June 11, 2026	7:00pm	Town Board Regular Meeting

5/4/2026 2:11 PM
SomersNY-Supervisor/Shared Documents/kdelucia/TB Agendas/2026/May 7 2026 Work Session.docx

Sent to:
TB, TA, TC
4/30/26
KD



NEW YORK STATE
TOWN CLERKS ASSOCIATION

Marie L. Little, RMC, MMC
President

Town of Royalton
5316 Royalton Center Road
Middleport, NY 14105-9617
Phone: 716-772-2431 Ext. 101
Email: mlittle@townofroyalton.org

FIRST VICE PRESIDENT
Tamera Vezzose, RMC, CMC

SECOND VICE PRESIDENT
Karen M. Sweeting, RMC, CMC

THIRD VICE PRESIDENT
Patricia Kalba, RMC, MMC

SECRETARY
Julie Gansle, RMC, CMC

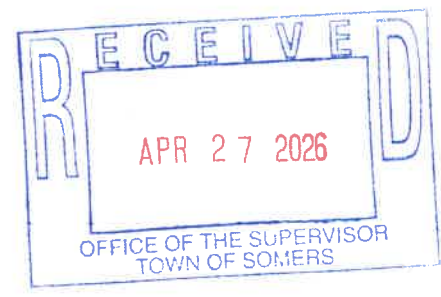
TREASURER
Tracy Villnave, RMC

EX-OFFICIO
Bambi Avery RMC, MMC

DISTRICT DIRECTORS

- #1 Andrew Raia
Denis Noncarrow
- #2 Allison May
Becki Tompkins
- #3 Julie Davenport
Sheila Paul
- #4 Danielle Cowin
Brenda Howe
- #5 Angela Epolito
Debbie Payne
- #6 Tom Peer
Elizabeth Pfister
- #7 Karrie Bowers
Michelle Seeley
- #8 Hannah Hill
Renee McQuillen
- #9 Heidi Smith
Rebecca Langlois
- #10 Amy Bellardo
Jennifer Bray

April 7, 2026
Hon. Robert Scorrano
Town of Somers
335 Route 202
Somers, NY 10589



Dear Supervisor Scorrano,

On behalf of the New York State Town Clerks Association, it is my honor and pleasure to inform you that Patricia Kalba, Town Clerk, has been awarded this Association's Registered Municipal Clerk recertification. This prestigious award recognizes the professional competency of Ms. Kalba in fulfilling the responsibilities of her office. Recertification is granted only after applicants have demonstrated that they have met the stringent education and experience requirements established by NYSTCA.

The New York State Town Clerks Association was founded in 1982 and is dedicated to promoting the professional development of Town Clerks across the state as administrative leaders. Membership offers Town Clerks and their Deputies encouragement, specialized assistance, and continuing education relevant to professional and personal improvement that will enhance their ability to serve their constituency.

We are pleased to have Patricia as a member of our Association and deeply appreciate your encouragement of her involvement with the Association and the Registered Municipal Clerk program. It reflects your understanding of the purpose of our Association and your commitment to professional growth and development.

We have notified your local newspaper of this award. An article on this accomplishment is a great opportunity to make your residents aware of the hard work and dedication that makes local government successful, and I hope you will encourage them to find out More about the people that make it happen.

Congratulations to the Town of Somers on having your Town Clerk, Patricia Kalba, recertify her prestigious designation of "RMC".

Sincerely,

Amy M. Bellardo, RMC/MMC
Ellicott Town Clerk
NYSTCA RMC Chair

Sent to:
TB, TA, TC
5/1/26
KD



April 27, 2026

Bob Kehoe
Finance Director
Town of Somers
335 Route 202
Somers, New York 10589

RE: Town of Somers: Engagement for Cable Franchise Projects

Dear Bob:

I would like to thank you, Supervisor Scorrano, and the Somers Township Board for considering our law firm to assist the Town with four cable franchise projects: 1) cable franchise renewal negotiations with Altice U.S.A. ("Altice"); 2) cable franchise negotiations with Verizon New York Inc. ("Verizon"); 3) franchise fee audit of Altice; and 4) franchise fee audit of Comcast Cable Communications, LLC ("Comcast"). This engagement is made pursuant to our Proposal to Perform Legal Services Pertaining to Cable Franchise Projects ("Proposal") dated April 22, 2026. In addition to the project benefits and professional background of our firm, the Proposal includes the scope of services and cost of services for each of these projects. The flat fee for all four projects as itemized in the Proposal is \$27,800. The flat fee includes all expenses.

We bill in three installments, with the first one-third of the fee due upon invoice at the commencement of the project, the second one-third due at the middle of each project and the final one-third due at the conclusion of each project. We ask that our bills be paid within 30 days of receipt. If the terms of this engagement are acceptable, please have the appropriate person sign this letter and email a copy back to me. Thank you again for your consideration.

Sincerely yours,

Accepted on Behalf of the Town of Somers:

Daniel S. Cohen

Signature: _____

Daniel S. Cohen

Print: _____

Title: _____

Date: _____



**PROPOSAL TO PERFORM LEGAL SERVICES
PERTAINING TO CABLE FRANCHISE PROJECTS**

submitted to the

TOWN OF SOMERS

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

April 27, 2026

TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. POTENTIAL CABLE FRANCHISE BENEFITS	4
III. SCOPE OF SERVICES	8
IV. PROFESSIONAL BACKGROUND.....	12
V. COST OF SERVICES.....	13

I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the Town of Somers (the “Town”) with certain pending cable franchise projects. First, the current cable franchise agreement between the Town and Altice U.S.A., formerly Cablevision Systems Westchester Corporation (“Altice”), is set to expire soon. Second, Verizon New York Inc. (“Verizon”) recently notified the Town that it plans to provide cable service and has requested a cable franchise agreement. Third and finally, the Town has expressed an interest in conducting franchise fee audits of its two existing cable operators, Altice and Comcast Cable Communications, LLC (“Comcast”).

Negotiation of a cable franchise agreement is the best opportunity for local governments to obtain significant benefits and to assert their legal rights with their cable companies. As described in this proposal, we recommend that the Town: 1) **negotiate a franchise renewal agreement with Altice and an initial franchise agreement with Verizon** that secure financial and in-kind benefits as well as strong legal protections for the Town; and 2) **conduct franchise fee audits of Altice and Comcast** to ensure that the Town has received all the franchise fee revenue to which it is entitled.

There have been dramatic changes in video technology since the commencement of the Town’s current franchise agreement with Cablevision, including major improvements to digital technology, the prevalence of high definition format, expansion of video-on-demand programming, and, most important with respect to its impact on the Town, the rise of internet-based video programming (commonly referred to as “video streaming”) such as Netflix, Hulu and Disney+.

In addition, there have been major changes in the franchise operations of the Town’s cable operators. First, the Town has had a new primary incumbent cable operator since 2016, when Altice acquired Cablevision. Second, Altice, Comcast, and Verizon are experiencing more competition

today than even five years ago, primarily from video streaming services. Finally, there have been important changes in federal law and regulations applicable to cable franchising. For example, in 2019 the Federal Communications Commission (“FCC”) issued its *Third Report and Order*, which made fundamental changes to the cable franchise process and the benefits available to municipalities. This *Order* was further refined by the Sixth Circuit Court of Appeals in 2021.

Municipal officials have two critical roles when it comes to negotiating a cable franchise. First, municipal officials are effectively the landlords of their cable companies. The cable companies utilize the municipality’s public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled under federal law to fair compensation for the cable companies’ use of those public properties. This includes both financial and non-financial benefits for the municipality.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable operator today, but also doing everything possible to prepare for the future. Video technology changes very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

CLG is uniquely qualified to represent the Town of Somers in cable franchise renewal with Altice. For 28 years, our firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in New York and surrounding states. We have represented over 500 local governments in seven states in negotiations with their cable companies. These include many in New York State and several in Westchester County. We have also negotiated numerous franchise agreements with both Altice and

Verizon. We know the negotiator that the companies have assigned to the Town. We also know Altice's and Verizon's franchise policies and their negotiating tactics.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 28 years. He served as a Board Member (2017-21) and Co-Chair of the Legal & Policy Committee (2022-23) of the National Association of Telecommunications Officers and Advisors ("NATOA"), which is the national organization that advocates for local governments in these fields. He was also named as a 2025 Best Lawyer in Government Relations for his work representing local governments in telecom matters.

Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. As a member of the Pittsburgh City Council for 12 years prior to founding CLG, he understands the practical needs and the financial constraints facing municipal officials. In addition, CLG has a sharp and dedicated team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, and Office Manager Victoria Novak.

CLG has developed a three-step approach to cable franchise projects. The first step is to identify the client's specific needs. Since clients' needs often become better defined as each project progresses, our attorneys maintain flexibility to achieve a result that accomplishes the client's specific goals. Second, our attorneys negotiate firmly and deliberately with the cable operator in order to reach agreement in a timely fashion. Our cable franchise agreements achieve maximum benefits for our clients. Finally, our attorneys work efficiently to achieve results that are cost effective for the client. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL CABLE FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits for the Town:

- 1. Franchise Fee Revenue.** Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of a cable operator's "gross revenues" for cable services derived from their municipality. The central subject of negotiation with the cable operators is the specific revenue sources to be included in the definition of "gross revenues." **CLG has developed a comprehensive list that now includes 27 eligible revenue sources. The addition of new revenue sources in the renewal agreement with Altice should increase Altice's franchise fee revenue to the Town.**¹ Please note that franchise fees are passed through to cable customers as a separate line item on their bills.
- 2. Franchise Fee Accountability.** In addition to franchise fee revenue, it is essential for municipalities to require franchise fee protection and accountability. In a franchise agreement, these include detailed franchise fee verification reports, the right to conduct comprehensive franchise fee audits with penalties for underpayments, and protections against franchise fee reduction due to bundled service packages.

¹ Note that the decrease or increase in the number of Altice cable subscribers in the Town will also impact franchise fee revenues.

- 3. Legal Protections of the Rights-of-Way.** Because cable companies place wires and equipment in the public rights-of-way, it is important that the franchise agreements with Altice and Verizon include legal protections for the Town. These protections include, but are not limited to, repair and restoration of property damage within a specified timeframe; removal of hanging wires, double poles, etc.; emergency removal of equipment; an orderly permitting process for work in the public rights-of-way; comprehensive indemnification; and full insurance coverage. Please note that negotiating these protections with Verizon is more challenging than with Altice, because Verizon is a certified public utility in New York State and Altice is not.
- 4. Cable Service Area.** The extent of Verizon's service area in the Town, the time frame for its activation of cable service, and any future build-out of Verizon's cable system in the Town are critical to include in the initial franchise agreement with Verizon. This includes an attempt to negotiate a requirement that Verizon offer cable service to all residential areas of the Town (subject to density and line extension requirements) within a specified time frame.
- 5. Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards on the cable operator to which the companies must adhere. It is important to include broad and enforceable standards. Examples include telephone answering time limits for customer service representatives, refunds for service

interruptions, rules for resolving customer billing disputes, time limits for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.

6. Public, Educational and Governmental (PEG) Channels.

Municipalities have a legal right to dedicated channel space for public, educational and governmental (“PEG”) programming. Our understanding is that the Town has a Government Channel that cablecasts on the Altice channel lineup at Channel 20. As such, it is important to add technical enhancements in the Altice renewal agreement and the new Verizon agreement, including high definition (HD) format, electronic program guide, etc. It is also helpful to include protections regarding the Town’s control over the channels, distribution of PEG signals to all cable customers, maintenance of PEG return lines, and an obligation to maintain a high technical quality of the channels.

7. PEG Financial Support. In addition to technical improvements to the Town’s Government Channel, the Town may be able to obtain PEG financial support in the form of cash grants from Altice and Verizon for capital expenditures for the Channel. These expenditures might include new equipment and/or an upgrade to the Town’s studio or other facilities for the Channel. Cable operators are required under federal and state law to meet the Town’s “future cable-related needs,” and such needs include financial support for PEG Channels.²

² Specifically, Section 546 (c)(1)(D) of the federal Cable Act states that the cable operator must “meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.”

- 8. Courtesy Services.** It is common in a franchise agreement for cable companies to provide complimentary cable service to municipal facilities, schools, and libraries. The major subject of negotiation is typically the number of community facilities that will receive the service and the level of service received. Please note that this benefit has been significantly impacted by the FCC’s 2019 *Third Report and Order* and the Sixth Circuit Court’s 2021 decision reviewing the *Order*.
- 9. Enforcement.** Once a cable operator agrees in a franchise agreement to provide certain benefits, the Town must be able to enforce these obligations. It is essential to include strict and practical enforcement tools to ensure the companies’ faithful performance of their obligations under the agreements. These tools may include, but are not limited to, monetary fines (liquidated damages), a substantial performance bond and the right to revoke the franchise in extreme circumstances.
- 10. Competitive Equity.** An issue in both cable franchise negotiations will be competitive equity among the Town’s current cable operators—namely, Altice and Comcast—and the new cable operator, Verizon. Altice and Verizon will most likely insist on a provision that ensures that the Town does not favor one cable operator over the other. Such a provision, while seemingly benign on its face, can undermine cable competition if it is poorly drafted. It is important to negotiate a competitive equity provision that protects the Town and contemplates its effect on the other cable operator.

11. Length of Term. Because video technology changes so rapidly, municipalities typically seek shorter lengths of term in the franchise renewal agreement. Cable operators, such as Altice, typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation. Note that Verizon does not embrace this industry standard, however, and has sought shorter terms due to business conditions and changes in video technology.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Town of Somers in the cable franchise matters described above.

A. Preliminary Setting of Priorities

We will first arrange a virtual meeting with Town officials to kick off the project. We will inform the officials regarding their legal rights, including the substantive areas in which the Town has legal authority over the cable operators and those areas in which its authority is limited. We will outline the potential financial and non-financial benefits available to the Town. We will also describe the procedural differences between approving a franchise renewal (Altice) and an initial franchise agreement (Verizon). Finally and perhaps most important, we will solicit the concerns of the officials with respect to the cable operators and develop a list of priorities for the negotiations. After the meeting, we will provide the Town with public notice and written talking points for a public hearing on cable franchise renewal that is required by federal and state law.

B. Franchise Fee Audits

During the preliminary stage, we recommend that the Town perform a franchise fee audit of Altice and a separate franchise fee audit of Comcast. CLG performs such audits on a regular basis. In 2023-25, we performed over 120 franchise fee audits and discovered underpayments approximately 50% of the time. The federal Cable Act authorizes municipalities to assess up to 5% of the cable operator's "gross revenues" for cable services derived from the Town. "Gross revenues" consists of many distinct revenue sources. We will prepare a written Request for Information and Documents ("RFID") to Altice and to Comcast for specific franchise fee financial information relevant to the Town. With respect to each audit, CLG will then:

- Make a determination of all eligible revenue sources for the Town based upon the definitions of "gross revenues" in the current agreements.
- Review Altice's and Comcast's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for the Town.
- Identify the revenue sources that the cable operators have included in their franchise fee documentation. Determine whether the cable operators have applied the fee to all eligible revenue sources. Identify any revenue sources to which the municipality is entitled, but which the cable operators did not include in calculating "gross revenues."
- Ensure that all eligible revenues recorded in Altice's and Comcast's financial records are accurately included in the franchise fee payments to the Town in accordance with the Town's agreements.
- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to the municipality.
- Review certain special revenue sources, such as "trouble call" fees and franchise fee-on-fees, to determine proper inclusion in franchise fees for the time period.
- Ensure that "bundled service" revenues (i.e., revenues applied to cable, internet, and phone services) have been accurately apportioned to cable service, which is the only service that may legally be subject to the franchise fee.
- Obtain a "homes passed list" from Altice and Comcast for the Town to determine whether the cable operator is properly coding all cable customers to the correct

municipality. This includes asking the Town to compare the homes passed database against its residential database for possible errors.

- Re-perform certain cable operator calculations determining franchise fee revenues for the period under review. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources on specific items comprising general franchise fee categories such as “miscellaneous revenues.”
- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable operators to explain such discrepancies and/or inconsistencies.
- Determine whether there are franchise fee underpayments to the Town for each cable operator for the period under review, the amount of any underpayment, and whether any penalties or interest apply in accordance with the Town’s franchise agreements.

The lookback period for the Altice franchise fee audit will be six years and for the Comcast audit will be three years based on our understanding of the limitations periods in each of the respective franchise agreements. In addition, the Comcast service area in the Town is significantly smaller than the Altice service area.

Our investigation includes follow-up requests for further information and discussions with each cable operator. Once each audit is completed, we will prepare a report that summarizes the results of the audit, including any franchise fee underpayments, describes the areas of inquiry, and provides charts showing subscriber and revenue trends. While CLG is qualified to file legal action against the cable operator to collect underpayments, the flat fee for this project does not include litigation (or mediation or arbitration). Such actions would require a separate engagement.

C. Drafting of Proposed Agreement and PEG Needs Assessment

After the setting of priorities stage is completed, our attorneys will draft proposed cable franchise agreements with Altice and with Verizon. The agreements will provide the Town with all of the benefits and legal protections to which it is entitled under current law and technology. They will include the results of the setting of priorities stage discussed above, as well as our judgment as

to the legal provisions that would advance the Town's interests and meet its future cable-related needs. If requested, we will submit the agreements to Town officials for informal review and comment. Any suggested changes will be incorporated into the agreements, which will then be presented to representatives of Altice and Verizon.

If warranted, we will also work with Town officials to prepare a PEG needs report to substantiate the Town's request for PEG cash grants from Altice and Verizon. The assessment would include a written narrative about the current programming and future plans for the Government Channel. It would also include a list of equipment and facility needs for the Channel along with the enumerated costs of each.

C. Negotiation with Cable Operators

The most important stage in the process is negotiating franchise agreements with representatives of Altice and Verizon. The working document for these negotiations will be the draft franchise agreements prepared by CLG. We will preserve the Town's legal rights under the formal process, but negotiate under the informal process as outlined in the federal Cable Act. The negotiation typically consists of conference call negotiations with representatives of the cable operators, status conferences with the client, multiple revisions of the proposed franchise agreements, redrafting specific franchise agreement provisions, editing the final drafts of the cable franchise agreements, and finalizing the documents for consideration by the Town Board.

D. Consideration by the Town Board

After tentative agreement has been reached with Altice and with Verizon, CLG will report to the Town on the substantive provisions of each of the deals. Specifically, we will present the Town with the final cable franchise agreements negotiated by the parties and recommended by CLG. We will also draft an executive summary of the major provisions of each final agreement. Finally, we

will draft a short-form resolution authorizing approval of the agreements for consideration by the Town Board.

IV. PROFESSIONAL BACKGROUND

For over 28 years, the Cohen Law Group has specialized in representing local governments in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 70 years. CLG has represented over 500 local governments in seven states in negotiations with cable companies. These include many municipalities in New York State and several in Westchester County. We have also negotiated numerous franchise agreements with Altice and with Verizon. CLG's full array of legal services includes the following:

- Drafting cable franchise agreements
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Drafting of wireless facilities ordinances
- Negotiation with cellular tower and antenna companies
- Drafting of right-of-way ordinances and development of right-of-way fees
- Broadband expansion planning and implementation
- Right-of-way management and enforcement
- Pole attachment negotiations with cable and telephone companies

As an active member of the NATOA and other professional organizations, CLG stays current with changes in cable, wireless, and broadband law. CLG attorneys are frequent speakers at municipal conferences. Prior to providing professional counsel to local governments on telecommunications matters, Dan Cohen served as an elected municipal official for 12 years on the Pittsburgh City Council. He served as Chair of City Council's Cable Television Committee for 10 years and also served on the Mayor's Telecommunications Committee. He led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable

customers. Mr. Cohen graduated from Yale University and Stanford Law School. In addition to Mr. Cohen, CLG has a strong, dedicated, and collaborative team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts, and Office Manager Victoria Novak.

V. COST OF SERVICES

The following represents the cost of services if the Town of Somers engages CLG to perform cable franchise services. We propose to perform these services on a flat fee basis, because our extensive experience with these services lends predictability to our efforts on behalf of the Town. A flat fee also provides “price certainty.” Our flat fees for the services described above are as follows:

Flat Fee for Franchise Renewal Negotiation with Altice: \$9,900

Flat Fee for Initial Franchise Negotiation with Verizon: \$8,900

Flat Fee for Franchise Fee Audit of Altice: \$6,000

Flat Fee for Franchise Fee Audit of Comcast: \$3,000

The total flat fee for all four projects as noted above is \$27,800. The flat fee above includes expenses. Our billing policy is to bill one-third of the flat fee at the commencement of each project, one-third at the middle of each project, and one-third at the conclusion of each project. The flat fee amounts above do not include the unlikely possibility of extraordinary services requested by the Town outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such developments, CLG will contact the Town to discuss them prior to rendering services related to such developments. If such services are authorized, CLG would charge an hourly fee of \$350 per hour. While it is not expected that travel will be necessary for this project (and is not included in the flat fee), if requested, our travel rate is one-half of our standard rate or \$175 per hour. Thank you for the opportunity to submit this proposal.

Kim DeLucia

From: Bob Kehoe
Sent: Wednesday, May 6, 2026 10:34 AM
To: Kim DeLucia
Cc: Robert Scorrano
Subject: NYSLRS Standard Work Day revision
Attachments: SKM_451i26050509260.pdf

*Sent to:
TB, TA, TC
5/6/26
KD*

Revisions (in yellow) to Standard Workday Resolution for reporting monthly salary and days worked to the pension system.

All changes reflect hours the positions actually work.

Existing resolution attached.

Changed, in part, due to new CSEA language for all (other than Highway and Water/Sewer) Blue Collar employees work days changed to 8 hour effective January 1, 2026:

D. Notwithstanding the above, employees hired or who join the bargaining unit on or after January 1, 2026, and who work in blue collar titles (not clerical) in Town departments including, but not limited to, Water, Parks, Buildings (including building maintenance), may, at the Town's discretion, be scheduled to work any eight (8) hours during each of five (5) consecutive days per work week.

This would include a few people in Nutrition as well.

Also included Police(8) and changed summer recreation to 7 from 6.5 and Highway Appointed Officials to 8 from 7 to reflect their actual work days.

Proposed Resolution as follows:

Resolved, **Effective January 1, 2026**, that the Town Board does hereby amend the Standard Workday resolution dated January 6, 2020, by adopting the following standards for hours constituting a full work day for the New York State and Local Retirement System or any other Pension system in which an employee is a member of:

Highway and Water & Sewer Maintenance employees- 8 hours; Police Officers- 8 hours; Other blue-collar (non-clerical) employees hired January 1, 2026 and thereafter -8 hours; Summer Recreation employees- 7 hours; Highway Appointed Officials -8 Hours ; all other Appointed Officials- 7 hours; Elected Officials- 6 hours; all other employees-7 hours.

Telephone
(914) 277-5582

Sent to:
TB, TATC
4/30/26
KD

HISTORIC PROPERTIES BOARD

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

JOHN DE MASE
CHAIRMAN



MEMO TO: Town Board

FROM: Historic Properties Board

RE: Property Ownership of Site of Horse Barn

DATE: April 22, 2026

The Town received a \$50,000 grant from DASNY to rebuild the Horse Barn at the Wright-Reis Homestead. Before the funds can be released and the project started, certain paperwork is required, one of which is a copy of the deed for the property of the project location.

As per the Town Tax Assessor, the Town does not have a deed for the Wright-Reis Homestead, location of the Horse Barn, as the property was willed to the Town by Carolyn Wright-Reis. This was brought up at a recent DASNY meeting and we were told to get an attorney to provide a letter that specifically outlines that the Town owns the project location and there are no probate issues, and that should be sufficient. It was also recommended that the letter state why the Town is unable to provide the deed to the property as they are certain their attorney will question that.

This letter request was made of Town Attorney Roland Baroni and he said he has no history on this and cannot readily state as an attorney what is being requested and suggested that the Town Board may have to authorize a title report to examine the source of the title.

Your assistance is needed in order to move forward.

Sent to:
TB, TA, TC
4/30/26
KD



Hudson River Valley Greenway

Memorandum of Understanding Face Page

DATE: 3/11/2026

PROJECT

2025 Somers Town Angle Fly/Reynolds House Master Plan Project, as set forth in detail in Schedule 1.

GRANTEE

Town of Somers
335 US Route 202
Somers, NY 10589
Municipality

GREENWAY

Hudson River Valley Greenway Communities Council
Name: Andrew Kitmann
Title: Executive Director
Telephone: (518) 473-3835
E-Mail: grants@hudsongreenway.ny.gov
Address: 625 Broadway – 4th Floor
Albany, New York 12233-2995

CHIEF ELECTED/AUTHORIZED SIGNER

Name: Robert Scorrano
Title: Town Supervisor
Telephone: 914-277-3637
E-Mail 1: supervisor@somersny.gov
Grantee to correct as necessary

MOU ID: PC26-12-01-W

MOU TYPE:

Compact Planning
Greenway Compact Grant Program

MOU PERIOD

From: 12/10/2025
To: 12/10/2027

FUNDING AMOUNT

\$17,500.00, (seventeen thousand five hundred dollars)

GRANTEE'S GREENWAY STATUS AS OF:

October 2005
Greenway Compact Community

GRANTEE FEDERAL TAX ID#: 13-6007329

GRANTEE NYS VENDOR ID #: 1000001517

LEAD PROJECT CONTACT

The contacts that were included in the application must be available to provide project updates on a regular basis. All updates to project contacts must be included in required interim reporting.

CONDITIONS FOR REIMBURSEMENT

In addition to abiding by terms and conditions in the Memorandum of Understanding, the following special conditions must be met in order to qualify for reimbursement.

The Greenway logo shall be displayed on all final plans, products and signage in order to receive payment. Greenway's grant manager will provide the appropriate logo and required design standards. Only logos provided by the Greenway's grant manager may be used. Logos pulled from the internet, including from the Greenway's website are not allowable.

Applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply for all awards over \$10,000.00. The NYS Master Contract may be found online at <https://grantsmanagement.ny.gov/state-agency-resources>, scroll to the bottom of the page and click on the button for Standard Terms and Conditions. In such instances, if any conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State Master Contract for Grants shall take precedence.

Memorandum of Understanding Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:

For the GREENWAY:

For the GRANTEE:

Andrew Kitzmann
Executive Director
Greenway Communities Council




Robert Scorrano
Town Supervisor
Town of Somers

Date _____

Date 4/23/20

State of New York)
County of Westchester)
On this 23 day of April in the year 2020
before me personally came
Robert Scorrano, to me known, and
known to me to be the person described in and who executed
the foregoing instrument and he/she acknowledged to me
that he/she executed the same.



Notary Public

PATRICIA KALBA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6080158
Qualified in Westchester County
Commission Expires SEPTEMBER 09, 2020

MEMORANDUM OF UNDERSTANDING

I. BACKGROUND

This Memorandum of Understanding (MOU) is by and between the **GREENWAY**, a council of state and local government, and the **GRANTEE**, as identified on the Face Page hereof.

II. PURPOSE

The purpose of this MOU is to provide assistance to the **GRANTEE** for the PROJECT, as set forth in Schedule 1.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Hudson River Valley Greenway Act calls for the creation of a regional planning compact among the villages, towns and cities of the Hudson River Valley Greenway area. The purposes of the compact are to foster regional planning, protect natural and cultural resources, enhance public access to the Hudson River, promote economic development (including tourism, agriculture and urban redevelopment) and foster heritage and environmental education. The Hudson River Valley Greenway Act authorizes the Council to fund projects related to the development of the Compact.

Land use decisions that affect the immediate and long-range protection of the State's natural and cultural resources, impact economic development and guide the growth and development of New York and its communities are made by local governments. Community planning, incorporating the goals of the Greenway, offers an approach to protect our natural and cultural resources, encourage economic development, promote heritage and environmental education, foster regional partnerships and regional planning, and increase public access to the Hudson River and other natural areas and recreational opportunities.

Communities may voluntarily participate in the development and implementation of the planning compact. Communities participating in the compact process will become eligible for Greenway technical and financial assistance. The **GRANTEE** voted to participate and was accepted into the Greenway as identified on the Face Page hereof.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. THE GREENWAY

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

V. THE GRANTEE

A. Description of Work Program.

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.

B. Matching Funds and In-Kind Services

The **GRANTEE** shall provide one to one matching funds for the grant amount shown on the Face Page. New York State funds, including other NYS grants, and/or NYS employee time may not be used as matching

funds. Matching funds may include, but are not limited to, cash, donated materials, and/or in-kind services as set forth in the project budget, which is attached hereto as **Schedule 1**. Cash, force account labor, real property, donated professional services, labor, equipment, supplies and materials, travel, and other grants, not including other New York State grants, all may be used towards the applicant's share of project costs.

Volunteer Hours: Grants may use a non-professional volunteer rate as defined by the Independent Sector. The current rate may be found at https://www.independentsector.org/volunteer_time under the section for New York State. Note: An email address is required in order to see the NYS rate.

C. New York State Contract Provisions

For all MOUs in excess of ten thousand dollars (\$10,000) all applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply. The Contract may be found online at <https://grantsmanagement.ny.gov/state-agency-resources>, scroll to the bottom of the page and click the button for Standard Terms and Conditions. In such instances where conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State contract shall take precedence. Signing this MOU constitutes your agreement to abide by these provisions as applicable.

D. Affirmative Action/Equal Employment Opportunity

The Hudson River Valley Greenway is committed to programs of Affirmative Action. Article 15A of the Executive Law pertains to Minority and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO).

E. Community Risk and Resiliency Act (CRRA)

The Community Risk and Resiliency Act (CRRA) of 2014, along with the Smart Growth Public Infrastructure Policy Act prohibits New York State agencies from approving, undertaking, supporting, or funding public infrastructure projects unless the projects are consistent with mitigation of future physical risk from sea-level rise, storm surges, and flooding. Your participation in this grant program is pursuant to this requirement and you acknowledge that if your project is one that seeks to build physical infrastructure it will be consistent with the criteria listed. Full information on the CRRA can be found at <https://www.dec.ny.gov/energy/102559.html>.

F. Use of Products Produced, Copyright, and Greenway Representation

Use of Products Produced: A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and the **GREENWAY**, and can be requested by the **GREENWAY** at any time.

Representations and Warranties: The **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work

required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

G. Acknowledgement

All capital construction projects, final reports, maps, signs and documents shall note the financial contribution of the **GREENWAY** as follows: ("Funded in Part by a Grant from the Hudson River Valley Greenway") and the **GREENWAY** logo shall be displayed. The Greenway's grant manager will provide the appropriate logo and required design standards. Only logos provided by the Greenway's grant manager may be used. Logos pulled from the internet, including from the Greenway's website are not allowable. Final payment is contingent upon proof of final product displaying this acknowledgement.

H. Payments

- a. The **GRANTEE** shall submit Claims for Payments to the **GREENWAY** for payment of services performed no later than 60 days following the listed MOU End Date. The Claim for Payment must be signed by either the signatory or lead contact.
- b. No advance payments will be provided to any **GRANTEE**.
- c. No payment under this MOU will be made by the **GREENWAY** to the **GRANTEE** unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval by the **GREENWAY** and the NYS Comptroller of Claims for Payments executed by an authorized officer of the **GRANTEE**.
- c. Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 (Project Scope and Budget), which have been determined by the **GREENWAY** staff to be eligible, are made in accordance with the applicable appropriation authority, and which have been incurred within the term of the MOU. (v)
- d. Any cost overruns will not be paid by the **GREENWAY** and the **GRANTEE** is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.
- e. If the **GRANTEE** fails to submit a final report within 60 days after the expiration of this MOU, further reimbursements will be withheld by the **GREENWAY**, and all funds previously paid under this MOU may be due and owing.
- f. The **GREENWAY** shall not be liable for any expenses or obligations arising after the listed MOU end date.
- g. Payment for Claims for Payments submitted shall only be rendered electronically. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The **GRANTEE** shall comply with NYS Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/vendors/ePayments.htm>. The **GRANTEE** acknowledges that it will not receive payment on any Claims for Payments submitted under the agreement if it does not comply with the NYS Comptroller's electronic payment procedures.

The **GREENWAY** will notify the **GRANTEE** if the Claims for Payment is incomplete or deficient. Upon authorization, the **GREENWAY** will process the request for payment. Payments will only be made for amounts greater than or equal to 25% of the total grant.

I. Reserve Funds

The final payment, not to exceed 15% (fifteen percent) of the grant award, shall be retained by the **GREENWAY** until the **GREENWAY** deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.J.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of reserve funds.

J. Final Report

GRANTEE is required to submit a final report to receive final payment no later than 60 days following the MOU end date. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging **GREENWAY** support and containing the **GREENWAY** logo (see Section V.F.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the **GREENWAY** logo and any other materials produced fully or in part with grant funds. Electronic Final reports are required. Submitted documents must contain a copy of publications or photographs of any products including trails, kiosks and other interpretive structures produced using **GREENWAY** funds.

K. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement with the first Claim for Payment submission. Claims for payment without this required documentation will be denied until such time that the required RFP/Q is provided to **GREENWAY**. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE** agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

L. Expenditure Categories

Expenditures per cost category or line item outlined in the submitted project budget (see Schedule 1) may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the **GREENWAY**, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed.

Any reimbursement request or adjustment to promised match requiring a change of more than 10% or \$1,000 to a budget line item, will be reviewed and approved at the sole discretion of the **GREENWAY**. If approved by the **GREENWAY** either an amendment to the Agreement as set forth in Section VII or written approval from the **GREENWAY** will be required.

M. Record Keeping and Reporting

The **GRANTEE** will maintain accurate records of expenditures for a period of six years after the project is completed. The **GREENWAY** may, for a period of six years after project completion, inspect the financial records related to the project.

N. Re-Granting

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

O. Permits

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards http://www.ada.gov/2010ADASTandards_index.htm.

VI. Completion of Agreement

The **GREENWAY** expects that all projects will be completed within the established MOU period. Requests for payment will not be accepted after more than 60 days following the MOU End Date listed in the executed MOU.

Requests for extensions will not be considered unless they have been received at least 60 days prior to the executed MOU's listed End Date.

If the **GRANTEE** has determined that an extension of the MOU term is necessary to complete the project, the **GRANTEE** must present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, explanation of the delays encountered, and request a specific length of time for the extension, which would allow the project(s) will be completed. Extensions must be approved in writing by **GREENWAY**.

Any remaining funds, not accessed by the **GRANTEE** within 60 days of the MOU End Date listed in the executed MOU (original or extended), will be recaptured by the **GREENWAY**.

VII. It is mutually agreed and understood by and between the said parties that:

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY**, and the **GRANTEE**.

VIII. NOTICES

A. All notices permitted or required hereunder shall be in writing and shall be transmitted by email. Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

B. Any such notices shall be deemed to have been given upon delivery.

C. The parties may, from time to time, specify any new or different addresses in the United States as their address for purposes of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IX. Special Award Conditions

Special Award Conditions are identified on page 2 hereof.

X. Effective Date and MOU Term

The MOU Term specific to this agreement has been outlined on the Face Page hereof. All expenses eligible for reimbursement or reported match **MUST** be incurred within the listed MOU Term.

Schedule 1

Scope of Services

and Budget



VbzwDzJR

2025 Somers Town Angle Fly/Reynolds House Master Plan Project

Application details

Grant Start Here

Start Here

To discuss your project application or for questions about this form, please contact us by [email] (mailto:grants@hudsongreenway.ny.gov) or call 518-473-3835.

I confirm that I meet the eligibility criteria for this grant and that my organization does not currently have an open grant in the selected category. ✓

#####BUTTON INSTRUCTIONS##### When you are applying for funding, the form is an **Application**. When you have received funding, the form becomes a **Grant** (even for **Event Sponsorships**). The online program generally calls everything an application, but once your grant has been awarded treat it as a grant as described below. **_For Applications and Grants_** The **Save and next** button saves your work and allows you to enter information on another tab. The **Save and close** button saves your work and close the application/grant, without submitting it to HRVG The **Preview** button allows you to review all of your work at once. **_For Applications ONLY_** The **Click here to submit your application to HRVG** button submits your application for review by HRVG. **_Once selected you may no longer make changes to your application. _** **_For Grants ONLY_** The **Click here to send your Grant documents and requests to HRVG** button submits your Grant requests to HRVG. **_Once selected you may no longer make changes to your grant until HRVG staff returns the grant to you for more work. _**

Grant Applicant Info

Applicant Organization Town of Somers

Applicant Org Address

| 335 US Route 202

Applicant Org City Somers

Applicant Org State NY

Applicant Org Zip Code 10589

Project or Event Applicant Org County	Westchester
Type of Organization	Municipality
Are there any Co-Applicants?	✓ Yes
Co-Applicant 1 Name	Kathleen O'Connor, Commissioner of Westchester County Parks, Recreation, and Conservation
Co-Applicant 1 County	Westchester County
Applicant interest in property	Adjacent property is co-owned by the Town and Westchester County and managed jointly as community open space, the Angle Fly Preserve. This project will take place on the Town-owned portion but will need to be coordinated with the ongoing management of the jointly owned portion, as the Town portion is the gateway to the broader Angle Fly Preserve.
NYS Vendor ID	1000001517
Federal Tax ID Number	13-6007329

Please provide a list of the Letters of Support you are attaching

| N/A

*****Grant Guidelines***** Please be sure to download and review the the grant guidelines in the program that you are applying and address the Evaluation Criteria in your application.

*****Project Information*****

Regional or Intermunicipal Project/Event	✓ Yes
Project County/Countries	✓ Westchester
Project Municipalities	Town of Somers; Westchester County
Project Site Address	82 Primrose Street
Project Site City	Katonah
Project Site State	NY
Project Site Zip Code	10536

Project Summary

Somers Town proposes to establish a Master Plan to guide facility development in the Angle Fly Preserve that supports both the environment and visitors, such as site usage enhancements for improved recreational, cultural, environmental engagement, and educational opportunities.

Project Sustainability

This project concerns the development of a Master Plan, which will not require sustainability at the conclusion of the grant funding period. With this plan established, Somers will be able to use the documents to proceed with either further investigation and/or direct implementation of the projects investigated through this plan. Implementation of the Master Plan will occur through a combination of Town funds, private donations, and additional grant requests, based on the outcome of the Master Plan.

Project Diversity

Funding from this grant will directly contribute to enhancing the health, well-being, and social connectedness of all residents throughout the Town of Somers. This project is an opportunity to invest in a Master Plan, which will contribute to a larger effort to establish sustainable recreation within an existing public site. The Master Plan will address community recreation and meeting space needs, enabling community organizations that use the space to keep programming costs down while maintaining accessibility for the whole community. The Master Plan will provide guidance on how the Town can incorporate ADA-compliant features into the site, ensuring that people of all ages and abilities will be supported by any future plans on-site.

Project description

In 2006, the Town of Somers, in partnership with Westchester County, New York City Department of Environmental Protection, the State of New York, Somers Land Trust, Westchester County Land Trust, and other funding partners, purchased 654 acres of open space in the center of the Town, now known as Angle Fly Preserve. This remarkable achievement preserved open space, natural resources, cultural resources, and recreational opportunities for the Town and Hudson Valley region. A portion of this property, a 15-acre parcel known as the "Reynolds House," was reserved for future Town use as a community recreation resource. This structure dates back to approximately 1803, aligning with the known historical uses of today's Preserve.

Through the Hudson River Valley Greenway Community and Compact Planning Grant program, the Town of Somers intends to build upon the critical open space preservation from 20 years ago and bring the use of the Reynolds House property into focus as a historic, cultural, and recreational resource for the Town and region. The Town is requesting funding assistance to develop a Master Plan for the Reynolds House parcel, which will be used to guide facility development that supports the natural communities and includes site usage enhancements for improved recreational opportunities and educational opportunities for the Town.

Somers believes this project aligns with the goals set by this program. Specifically, this project will uphold the mission to preserve and enhance the scenic, natural, historic, cultural, and recreational resources of the Hudson River Valley, aligning with several Greenway criteria. The criteria of note include Natural and Cultural Resource Protection, Regional Planning, Public Access, and Heritage and Environmental Education. The area of the Angle Fly Preserve was heavily used by the Indigenous peoples for hunting and encampments. This eventually transitioned into farming uses at the end of the 17th century as part of Van Cortlandt Manor, continuing the agricultural use in dairy and produce production for New York City and the surrounding region. Such uses were further integrated with the regional rail lines that provided the economic backbone for the region through the early 20th century. The Reynolds House structure dates back to this revolutionary time, to at least 1803. The Town of Somers has sought to preserve the integrity of this site and the grounds of the Preserve, and this project represents an opportunity to continue this work, preserve the natural environment within the preserve, and further expand the public's enjoyment of the site, including its unique, historical features.

As part of the Master Plan development, the Town will secure the professional services of an Engineer and/or Landscape Architect to review the site's natural resources, cultural and historic resources, and site use needs from the Town and region. This will include a partial site survey in likely use areas, conceptual site plans, and site use planning reports to guide ongoing and expanded utilization of the site. This Master Plan will integrate with the broader Management Plan for the Angle Fly Preserve, addressing the site history, natural communities, cultural and historic resources, open space recreation, and planned Town usage of the Reynolds House parcel. Site uses that will be considered in the Master Plan may include, but are not limited to:

1. Improving access to the historic Reynolds House building for community group usage that supports and integrates with the site (i.e., scouting groups, outdoor recreation groups, athletic organizations);
2. Investigating the beneficial reuse of existing outbuilding structures;
3. Investigating available areas for addition of structures to support recreational opportunities (ie, equipment storage);
4. Defining natural and environmentally sensitive areas on and adjacent to the Reynolds House parcel for conservation purposes;
5. Scoping the integration of the site with the existing trail network and Angle Fly Preserve;
6. Considering nearby historic facilities and parks, including Mt. Zion Church (National Register site), Reis Park, Wright Reis Homestead (ca. 1845), Van Tassel Park, Tompkins Marshall House (senior center), and Lasdon Park (Westchester County);
7. Researching and aligning with regional plans for the preservation and enhancement of natural and cultural resources, and recreational opportunities; and,

8. Adding educational resources and educational opportunities to promote the natural, cultural, scenic, and historic resources at the Angle Fly Preserve and context with the surrounding regional historic sites.

The Master Plan will be coordinated with Westchester County for regional planning needs and context with the jointly-owned parcels. In addition, key property stakeholders will be included in the Master Plan development as applicable, including Somers Land Trust, New York City Department of Environmental Protection, New York State Department of Environmental Conservation, and local entities, such as the Somers Historical Society, Town of Somers Parks and Recreation Board, Westchester Land Trust, local scouting organizations (ie – Girl Scouts, Scouting America). The Town will also invite residents to weigh in on the overall vision for the site, ensuring that future projects align with community needs. The Master Plan will be developed over a 12-month period, including securing professional services, conducting site investigations, stakeholder engagement, and development of draft and final Master Plans.

It should be noted that the Town has already initiated stakeholder engagement and brainstorming for various site uses and has invested significantly in infrastructure improvements to the Reynolds House to enable its use by the community. This grant will further support the development of a Master Plan for the broader site beyond the existing structure. This Master Plan will provide a foundation to guide the re-use of the historic and culturally-significant Reynolds House parcel as part of the existing natural resources and recreational opportunities at the Angle Fly Preserve, and in conjunction with the regional needs and plans. The Master Plan will acknowledge the financial contribution of the Greenway and include the Greenway logo on final products funded by this grant.

By the completion of this project, the Town of Somers expects to have a complete draft of the Master Plan for Reynolds House and the Angle Fly Preserve. Please see below for an overview of the budget for this project.

Project Budget

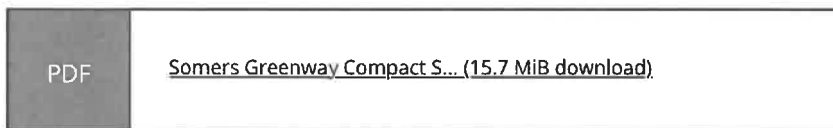
Site investigations, including survey and wetland delineation (partial site): \$12,000

Professional services, including Master Plan development: \$22,500

Expenses for support of stakeholder coordination and Master Plan development: \$500

Project total: \$35,000

Please combine all supporting documents (photographs, maps, renderings, etc.) into a single file for uploading. Maximum size is 25 MB. PDF files only.



Senate District 40

Assembly District 94

Congressional District 17

District Map Year 2024

Consultant Name To be determined upon grant award. The Town has existing professional service agreements with several qualified planning and engineering firms, or may solicit for additional service providers.

Town of Somers

ANGLE FLY PRESERVE Trail Map

Somers, NY

Legend

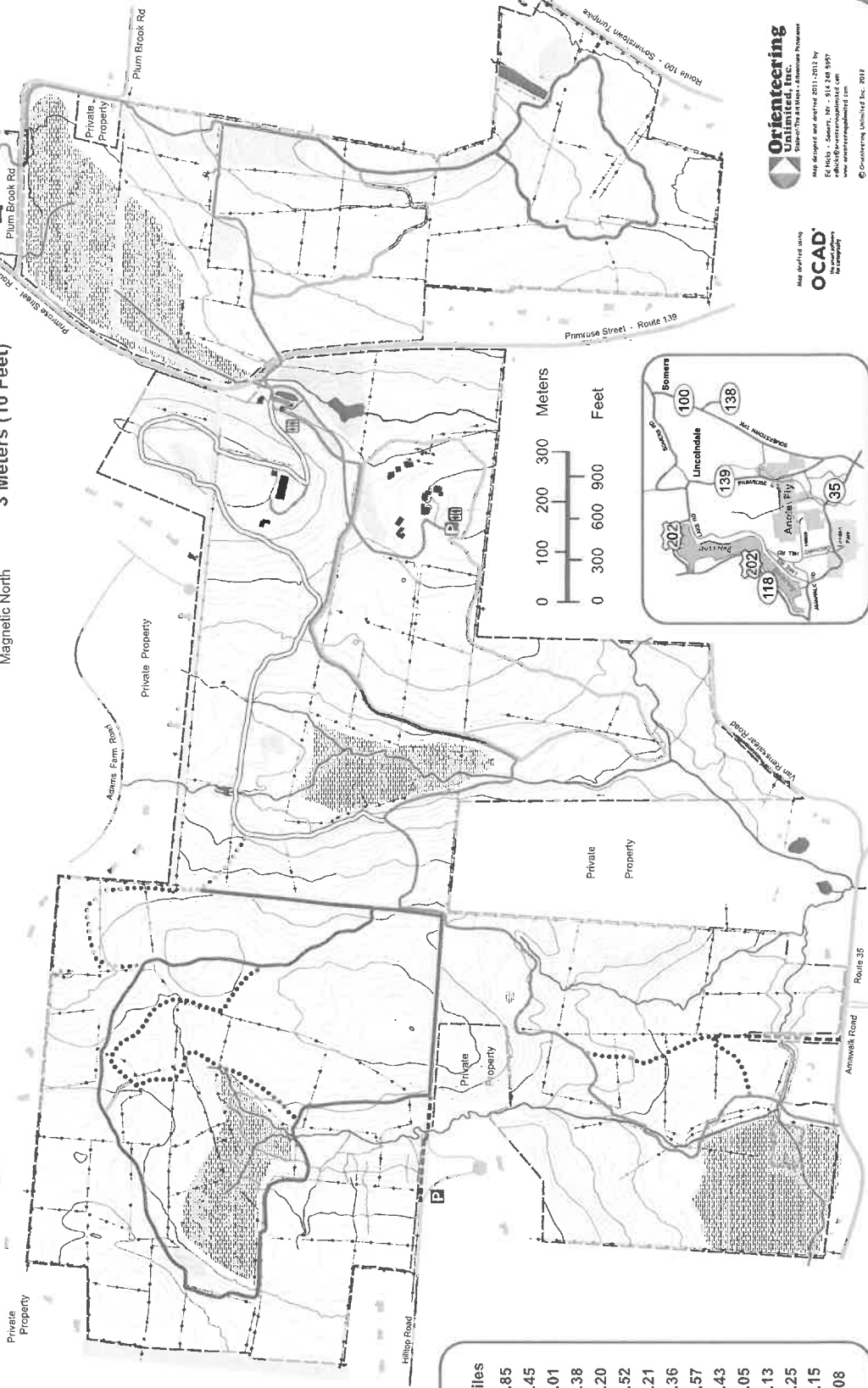
- Roads
- Angle Fly Roads
- Streams
- Swamp/Marsh
- Field
- Pond
- Forest
- Building - Angle Fly
- Building - Private
- Contour
- Index Contour
- Stone Wall
- Parking, Restrooms
- Preserve Boundary



Magnetic North

Scale 1:10,000

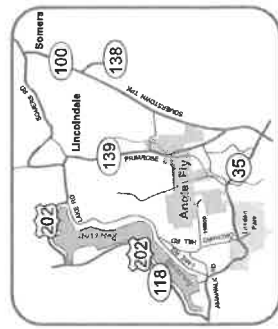
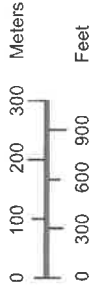
Contour Interval
3 Meters (10 Feet)



Trail Legend

Trail Name	Miles
Blue	2.85
Green Loop	1.45
Green & White Access	.01
Orange Connector	.38
White	1.20
Yellow Loop - Peter A. Burckmyer	1.52
Dark Red Connector	.21
Pink & White	.36
Red Loop	1.57
Red & White	.43
Pink Connector	.05
Red & White Access	.13
Blue & White	.25
Blue & White Access	.15
Reynolds Pond	.08

Preserve Stewardship Provided by
Somers Land Trust
www.somerslandtrust.org



Orienteering Unlimited, Inc.
 1000 Route 100 - Somers, NY 10589
 Tel: 914-261-5957
 www.orienteeringusa.com

Map drafted using
OCAD
by computer

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CALIFORNIA HILL STATE
MULTIPLE USE AREA

CLARENCE FAHNESTOCK

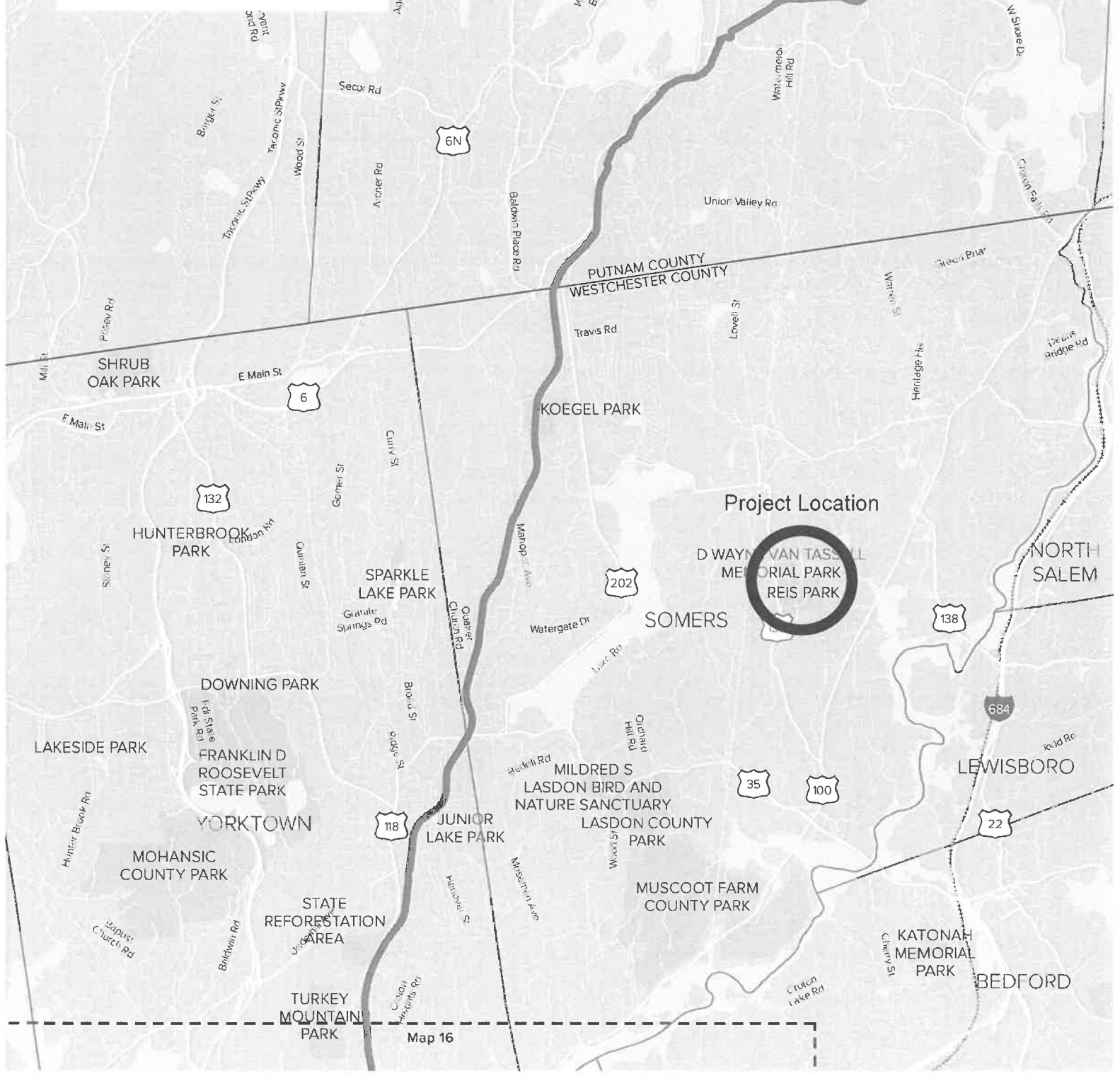
Map 15: Somers & Carmel

Empire State Trail Route
Hudson River Valley Greenway Trail

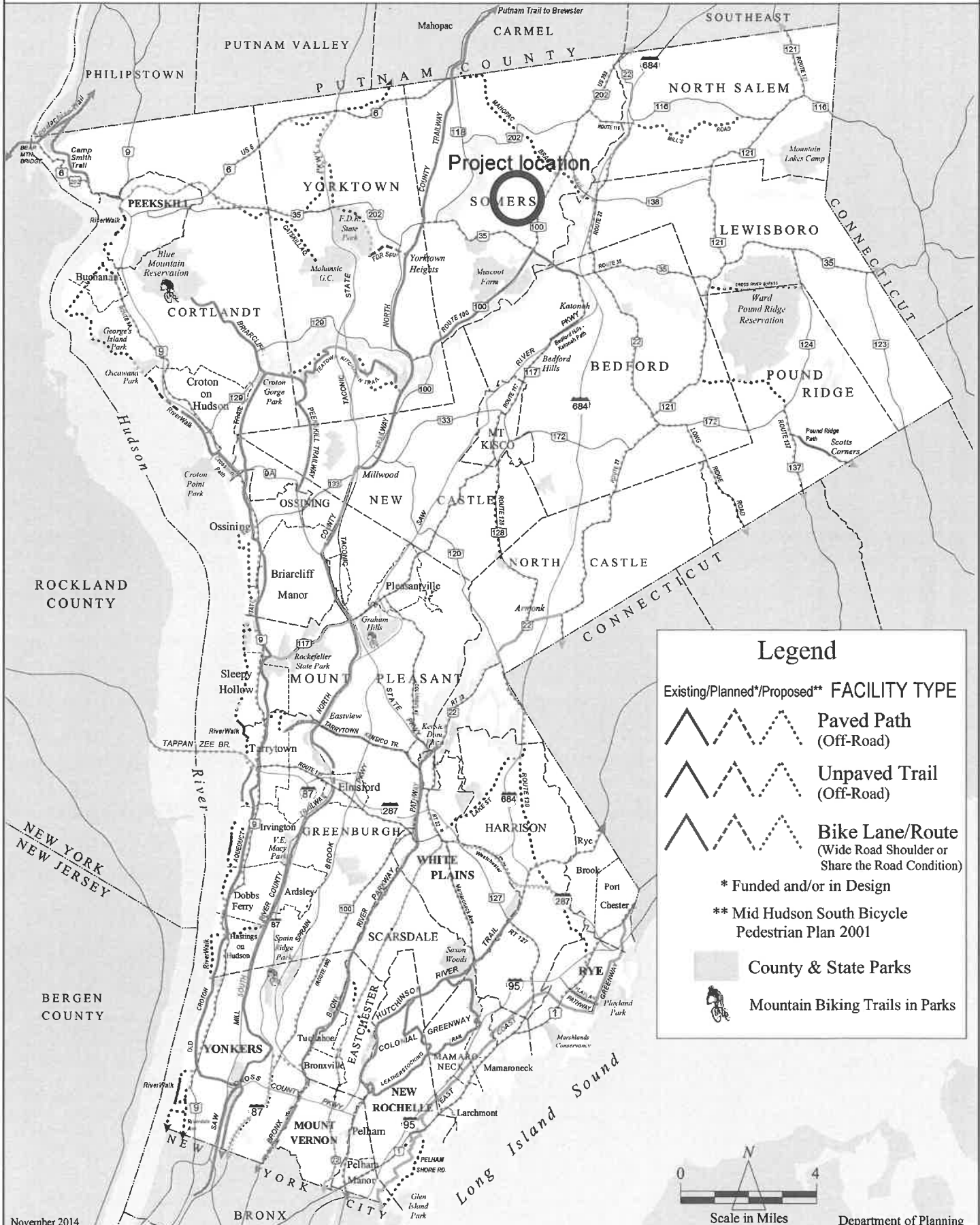
- Off-Road
- On-Road



February 2021 | empiretrail.ny.gov



WESTCHESTER COUNTY, NEW YORK



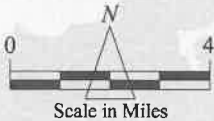
Legend

Existing/Planned*/Proposed** FACILITY TYPE

- Paved Path (Off-Road)
- Unpaved Trail (Off-Road)
- Bike Lane/Route (Wide Road Shoulder or Share the Road Condition)

* Funded and/or in Design
 ** Mid Hudson South Bicycle Pedestrian Plan 2001

- County & State Parks
- Mountain Biking Trails in Parks



November 2014

Westchester.gov.com

County Trail & Bike Route System

Department of Planning

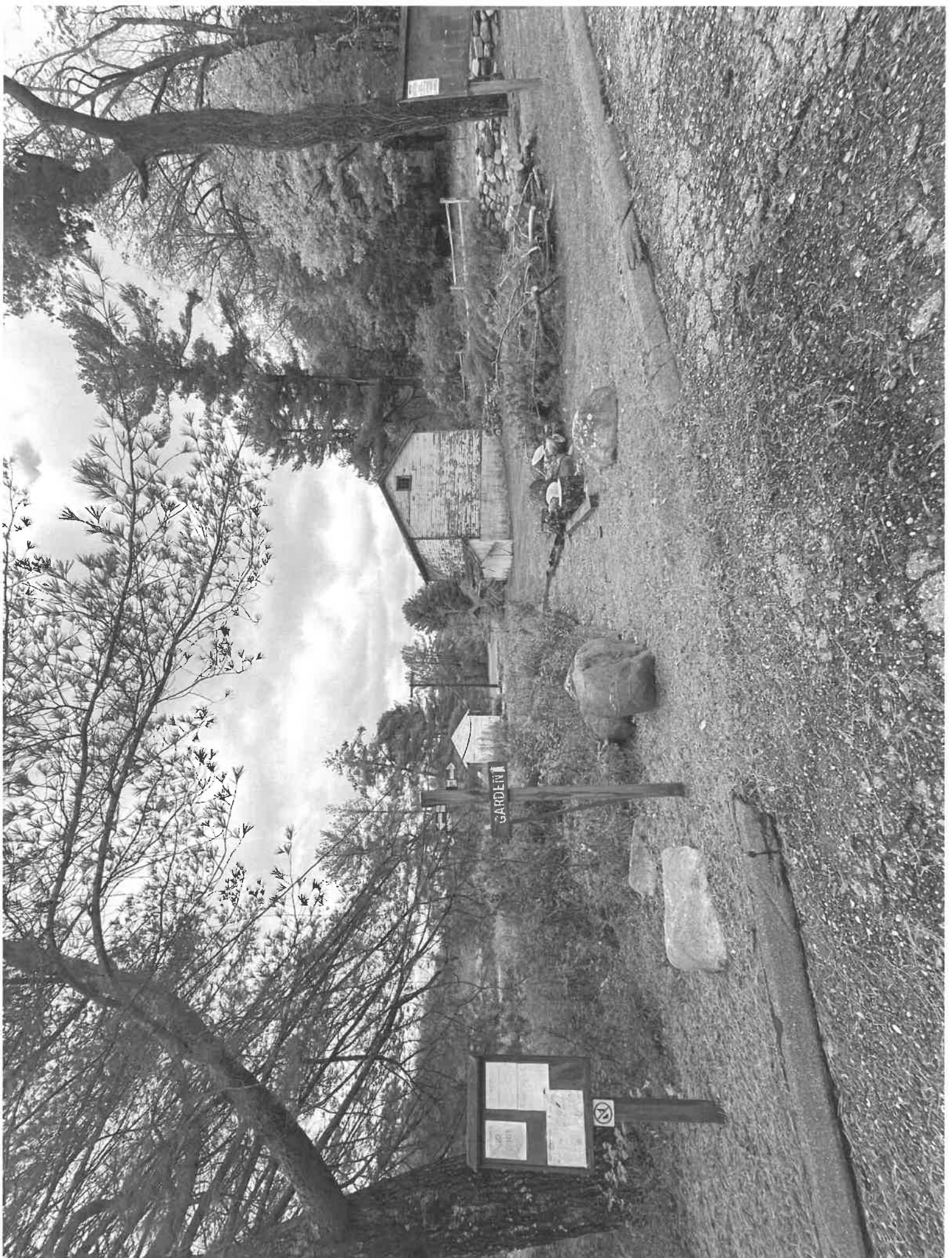
432 Michaelian Office Building
 White Plains, New York 10601
 www.westchestergov.com/planning





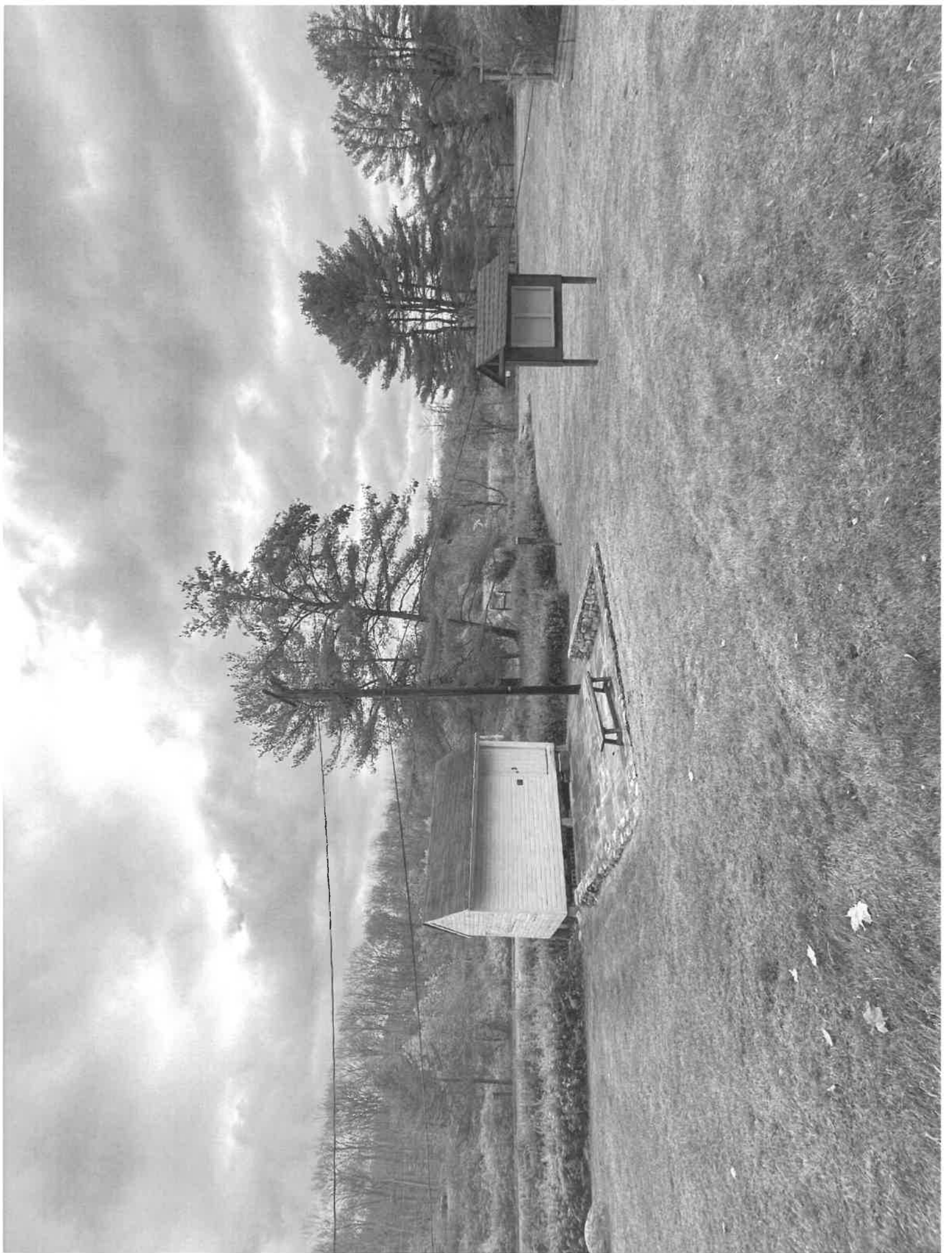


MADE PLANT
FOLLINATOR
GANDU. —









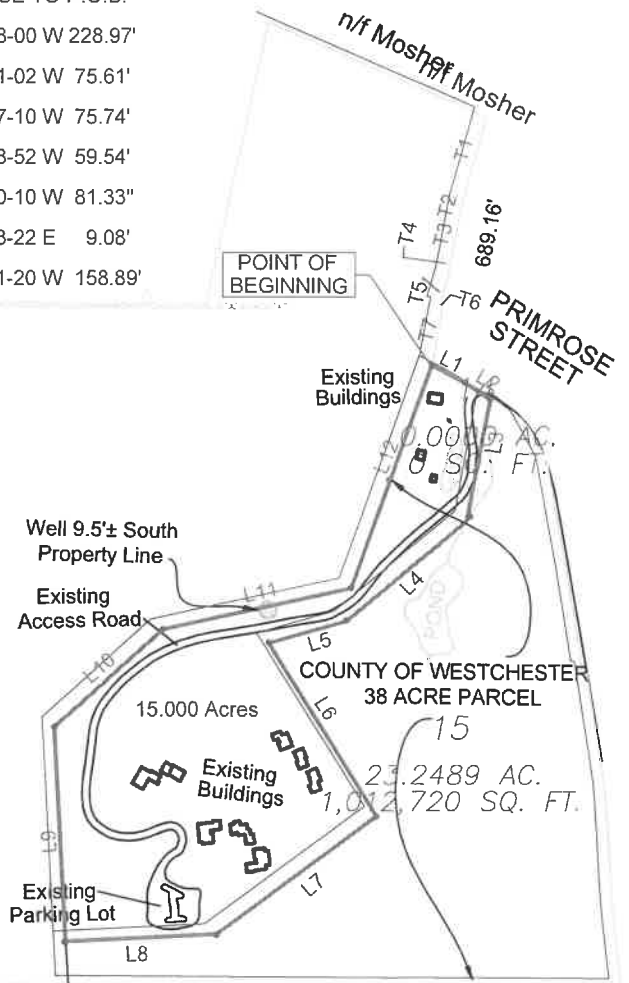


THE
MEMORY FOREST



TIE COURSE TO P.O.B.
 T1 S 21-08-00 W 228.97'
 T2 S 16-51-02 W 75.61'
 T3 S 15-37-10 W 75.74'
 T4 S 15-58-52 W 59.54'
 T5 S 20-40-10 W 81.33"
 T6 S 85-03-22 E 9.08'
 T7 S 15-01-20 W 158.89'

L1 S 56° 56' 30" E distance of 100.40 feet
 L2 S 53° 19' 10" E distance of 80.00 feet
 L3 S 15° 47' 00" W distance of 329.91 feet
 L4 S 55° 01' 19" W distance of 416.73 feet
 L5 S 79° 01' 19" W distance of 215.00 feet
 L6 S 26° 58' 41" E distance of 542.66' feet
 L7 S 58° 18' 35" W distance of 528.21 feet
 L8 N 87° 58' 41" W distance of 404.83 feet
 L9 N 01° 52' 00" E distance of 572.64 feet
 L10 N 53° 00' 00" E distance of 390.00 feet
 L11 N 82° 30' 00" E distance of 512.54 feet
 L12 N 24° 43' 20" W distance of 630.48 feet



Map "A"
 DIAGRAM SHOWING EXCLUSIVE USE FOR
 THE TOWN OF SOMERS
 SITUATE IN THE
 TOWN OF SOMERS
 WESTCHESTER COUNTY
 NEW YORK

SCALE : 1" = 500'
 MAP PREPARED : JUNE 12, 2018
 Last Revised October 09, 2018

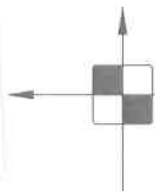
Map Prepared By:

Link
Land Surveyors P.C.

21 Clark Place, Suite 1-B
 Mahopac N.Y. 10541

Phone 845-628-5857
 Fax 845-621-0013

BEARING SHOWN HEREON REFER TO BEARING AS PER SURVEY
 PREPARED BY BUNNEY ASSOCIATES AUG. 1986



VAN RENSSALAER ROAD

PRIMROSE STREET

COUNTY OF WESTCHESTER
 38 ACRE PARCEL

Existing Buildings

Existing Parking Lot

Well 9.5± South Property Line

Existing Access Road

POINT OF BEGINNING

Existing Buildings

Existing Buildings

15
 23.2489 AC.
 1,012,720 SQ. FT.

L8

L7

L6

L5

L4

L3

L2

L1

T7

T6

T5

T4

T3

T2

T1

689.16'

n/f Mosher

Mosher

150.00 AC.

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The Community Risk and Resiliency Act (CRRA) of 2014, along with the Smart Growth Public Infrastructure Policy Act prohibits New York State agencies from approving, undertaking, supporting, or funding public infrastructure projects unless the projects are consistent with mitigation of future physical risk from sea-level rise, storm surges, and flooding. Your participation in this grant program is pursuant to this requirement and you acknowledge that if your project is one that seeks to build physical infrastructure it will be consistent with the criteria listed. Full information on the CRRA can be found on the [NYS DEC website] (<https://www.dec.ny.gov/energy/102559.html>).

Does the project require a permit approval or funding from any governmental agency (federal, state or local)? No

Planning Grant Questions

Greenway Criteria

The Town of Somers' proposed Master Plan for the Reynolds House/Angle Fly Preserve supports multiple Hudson River Valley Greenway's project criteria. This project will establish this through an integrated approach to conservation, planning, and public engagement.

Firstly, the Master Plan will guide long-term planning and its associated stewardship of the 15 acres of the Angle Fly Preserve, involving the historic Reynolds House property. This Preserve is one of the largest contiguous open space areas in Westchester County. Through on-site investigations and the drafting of the plan, the Town and its partners will assess the park's sensitive habitats, wetlands, and wildlife corridors. Much information is already known; however, the project will take into consideration key habitats that must be left undisturbed by any future, controlled development of the recreational site. Therefore, the plan will protect ecosystem resilience, water quality, and the site's historic agricultural and cultural features, fulfilling the first criterion of the program: Natural and Cultural Resource Protection.

Secondly, the planning process will align with regional open space and recreation goals identified by the Hudson River Valley Greenway, Westchester County planning documents, and the Town's own trail and conservation initiatives. This regional coordination ensures continuity of ecological networks and recreation opportunities across town borders. Moreover, the public will be made aware of and invited to participate throughout the duration of the project. This aspect fulfills criterion two: Regional Planning.

Next, the project will enhance public access to both natural and cultural resources (criterion four) through the development of plans for improved trail networks, wayfinding, and educational amenities. By incorporating inclusive designs and safe connections, the plan encourages broader community engagement with the area's natural and cultural resources. Where possible, the Town will additionally consider ADA-compliant features.

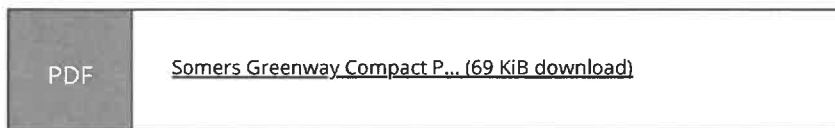
Lastly, the Angle Fly Preserve is available to all as a living classroom, providing opportunities for local schools, environmental groups, local Scouting Chapters of America, and interested individuals. As such, the Master Plan will include projects that incorporate interpretive and educational signage and other programming associated with Reynolds House, the site's natural history, and conservation practices. Additionally, the plan will evaluate opportunities to connect with both local and regional trail systems, including potential linkages to the North County Trailway and, by extension, the Empire State Trail network. This factor further aligns the project with number five of the Greenway criteria, namely Heritage and Environmental Education / Trail Connections.

It should be noted that this project can indirectly support criterion three, Economic Development. By supporting the identification of long-term projects to grow the trailway system, the Town will be attracting visitors for various outdoor activities, such as hiking, biking, birdwatching, and more. Therefore, indirectly, this project can further contribute to economic development as more people are drawn to the area, particularly for future Town events, sustainable recreation, and environmental/historical tourism.

Date your municipality became a Greenway Community October 14, 2004

Date your municipality became a Compact Community October 14, 2004

Upload your local compact law



Date of last comprehensive/master plan February 11, 2016

Will this project produce a plan or planning document? ✓ Yes

If "yes", include: 1. a proposed timetable for implementation (after completion of the document or plan), 2. a description of the implementation steps, and 3. whether funding sources for the implementation have been identified or secured. (250 words or fewer).

Upon an award announcement, the Town will publicly bid the project for proposals by qualified vendors and commence the project once the vendor is chosen. The Master Plan will be developed over a 12-month period, including securing professional services, conducting site investigations, stakeholder engagement, and development of draft and final Master Plans. The Town of Somers commits to the 50% match of this project, and there were no additional sources of funding at the time of the writing of this application.

If your municipality is a participating Greenway Compact community and applying under the Greenway Compact Grant Program, please describe under 250 words: -The consistency with your county's Greenway Compact. List the name of the approved regional or county Greenway Compact Plan, and demonstrate how this project is consistent with the plan by citing specific sections or pages -Describe how this grant would implement your adopted compact plan

The Town of Somers is a participating community under Westchester County's Greenway Compact, also known as "The Greenprint for a Sustainable Future...the Westchester Way" as of October 2004—only six months after its publication and adoption. This project will further several goals identified within this plan, particularly within the "Patterns for Westchester" subsection. The overarching goal of this section is "to strengthen centers, improve the function of corridors, and protect the county's open space character" (12). Specific goals to be advanced by this project include:

Goal 2: Enhance the appropriate functions of the county's corridors by [...] protecting the quality of scenic routes (14).

Goal 3: Assure a diverse and interconnected system of open space to shape development, to provide contrast in the texture of the landscape, to separate developed areas and to relate to open space systems of the region (15).

Goal 4: Enhance use of Westchester County's parks, beaches and recreation facilities by improving public access, by providing a variety of natural settings for passive enjoyment and by taking into account the need for recreation close to population centers and the interests of the County's changing population.

Goal 6: Preserve and protect the county's natural resources and environment... (18)

Goal 9: Enhance the quality of life for Westchester residents by protecting the county's educational, cultural and historical resources and factoring them into land use decisions (27).

Additional features of the Compact, including public involvement, will also be supported by the completion of this project.

Contacts

Applicant/Grant Contacts (Add at least 2, and up to 4)

	Contact Info	Grant Signatory	Lead contact	Alternate Contact 1	Alternate Contact 2
1	Courtesy title (Mr./Ms.)	Mr.	Mr.	Ms.	Ms.
2	First Name	Robert	Steve	Kim	Tammi
3	Middle Initial				
4	Last Name	Scorrano	Robbins	Delucia	Savva
5	Job Title	Town Supervisor	Town Engineering Consultant	Executive Assistant to Town Supervisor	Junior Administrative Assistant
6	Organization	Town of Somers	Woodard Curran	Town of Somers	Town of Somers
7	Street Address 1	335 US Route 202	800 Westchester Avenue	335 US Route 202	335 US Route 202
8	Street Address 2		Suite N507		
9	City	Somers	Rye Brook	Somers	Somers
10	State	NY	NY	NY	NY
11	Zip Code	10589	10573	10589	10589
12	Phone 1	914-277-3637	914-380-3011	914-277-3637	914-277-3637
13	Phone 2		914-960-1115		
14	Email 1	supervisor@somersny.gov	srobbins@woodardcurran.com	kdelucia@somersny.gov	tsavva@somersny.gov
15	Email 2	rscorrano@somersny.gov			

Website

<https://www.somersny.gov/>

##Timeline & Budget##

****Do not change this tab after project is awarded. Timeline changes (and extension requests) must be made on the "Grantee MOUs, Requests, Final Reports" tab.****

Timeline Start Date 01/01/2026

Timeline End Date 01/31/2027

Timeline Description and Dates

	Task Name	Step Description	Start Date	End Date	Notes
1	Task 1	Grant Award Acceptance; RFP issued.	1/1/26	1/31/26	Town enters into grant contract with the program. Public bid process initiated.
2	Task 2	Consultant Selection	2/1/26	2/28/26	Consultants reviewed and selected.
3	Task 3	Site Investigations and Analyses	3/1/26	5/1/26	Kick-off with selected vendor, begin scheduling site investigations and share all relevant park and environmental analyses and documents.
4	Task 4	Community Engagement	3/1/26	11/30/26	Stakeholder engagement begins; continues throughout the life of the project.
5	Task 5	Draft Master Plan	6/1/26	8/31/26	Vendor and Town to coordinate writing of draft plan.
6	Task 6	Town Review of Draft Master Plan	9/1/26	9/30/26	Town to review completed first draft and provide comments.

7	Task 7	Revision of Master Plan	10/1/26	11/1/26	Vendor to revise plan based on Town feedback.
8	Task 8	Public Presentation of Plan	11/15/26	11/15/26	Town and Vendor to present plan to the public at a Town Board meeting for discussion.
9	Task 9	Revision of Plan with Public Comments	11/16/26	12/31/26	Plan finalized with Town Board and public input.
10	Task 10	Master Plan Finalized; Grant Close-Out	1/1/27	1/31/27	Vendor delivers final copy of Master Plan to the Town. Town closes out grant with final reporting.

Requested award amount US\$17,500.00

Cash match US\$17,500.00

In-kind match US\$0.00

Budget

XLSX	Somers - HRVG Budget Form... (51 KiB download)
------	--

Signatory & Resolution

Application Signatory Name Robert Scorrano

Application Signatory Title Town Supervisor

Signatory Phone 914-277-3637

Signatory email supervisor@somersny.gov

Application Signed Date 10/31/2025

Board Resolution is included No

Funds Requested

List costs all costs associated with the project that you would like the grant, if awarded, to cover. All items filled in on this "Funds Requested" tab will auto-total to the "Totals" tab. To enter matching funds and in-kind, please click on the "Match" tab at the bottom of this form.

Contractual/Professional Services Vendors

(Your municipal/organization staff salaries not allowed)

Vendor or Service>	Amounts	<Fill in
Site Investigations, including survey & wetland delineation	\$6,000.00	<Fill in
Professional services, including Master Plan development	\$11,250.00	<Fill in
Expenses for support of stakeholder coordination and Master Plan development	\$250.00	<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Sub-Total Contractual/Professional Services*	\$17,500.00	<Will auto-total

Equipment/Supplies/Materials

Specify>	Amounts	<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Sub-Total Equipment/Supplies/Materials*	\$0.00	<Will auto-total

Construction Vendors

(Your municipal/organization staff salaries not allowed)

Vendor or Service>	Amounts	<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Sub-Total Construction*	\$0.00	<Will auto-total

Total Funds Requested*

\$17,500.00 <Will auto-total

*Will automatically transfer to the correct location on Totals tab.

Your Match, Section 1: Cash

Use section 1 and 2 to document amounts used to match **Funds Requested**.
 You **must** provide at least \$1 in **Match (Cash and/or In-Kind)** for every \$1 of **Funds Requested**.
 All items listed on this "Match" tab will auto-total to the "Totals" tab.
 Note: NYS funding cannot be used as match for Greenway Trail, Planning, or Compact Grants.
 Note: Federal funds cannot be used as match for Heritage Development Grants.

Contractual/Professional Services Vendors
 (Your municipal/organization staff salaries not allowed)

	Amounts	
Vendor or Service>	Site Investigations, including survey & wetland delineation	\$6,000.00 <Fill in
Vendor or Service>	Professional services, including Master Plan development	\$11,250.00 <Fill in
Vendor or Service>	Expenses for support of stakeholder coordination and Master Plan	\$250.00 <Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Sub-Total Contractual/Professional Services*		\$17,500.00 <Will auto-total

Equipment/Supplies/Materials Amounts

Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Specify>		<Fill in
Sub-Total Equipment/Supplies/Materials*		\$0.00 <Will auto-total

Construction Vendors
 (Your municipal/organization staff salaries not allowed)

	Amounts	
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Vendor or Service>		<Fill in
Sub-Total Construction*		\$0.00 <Will auto-total

Land Acquisition

Specify>		<Fill in
Sub-Total Land Acquisition*		\$0.00 <Will auto-total

*Will automatically transfer to the correct location on Totals tab.

Sub-Total Cash Match **\$17,500.00**

Your Match, Section 2: In-Kind

In-Kind Services
 (Your municipal/organization staff salaries allowed)

Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 1	\$0.00	<Will auto-total

Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 2	\$0.00	<Will auto-total

Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 3	\$0.00	<Will auto-total

Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 4	\$0.00	<Will auto-total

Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 5	\$0.00	<Will auto-total

General Volunteer Hours (New York rate of \$38.48 as of 4/1/25 per IndependentSector.org)		
Total Hours>	0.00	<Fill in general hours
		\$0.00 <Will auto-total

Sub-total In-Kind Services* **\$0.00** <Will auto-total
Total Match* **\$17,500.00** <Will auto-total

Outside Funds

Use this section to document funds **not being used as match**, but that are necessary in order to complete the project. Only document spending **outside of and in addition to** those in **Funds Requested and Match**. Tell us if your organization has already secured these funds or not. There is space for up to three items.

	Describe the source of these funds	Amount	
Specify>	<input type="text"/>	<input type="text"/>	<Fill in amount
	What is the status of these funds?		
Choose>	<input type="text"/>		
	What will these funds be used for?		
Specify>	<input type="text"/>		

	Describe the source of these funds	Amount	
Specify>	<input type="text"/>	<input type="text"/>	<Fill in amount
	What is the status of these funds?		
Choose>	<input type="text"/>		
	What will these funds be used for?		
Specify>	<input type="text"/>		

	Describe the source of these funds	Amount	
Specify>	<input type="text"/>	<input type="text"/>	<Fill in amount
	What is the status of these funds?		
Choose>	<input type="text"/>		
	What will these funds be used for?		
Specify>	<input type="text"/>		

Total Outside Funds* **\$0.00** <Will auto-total

*Will automatically transfer to the correct location on **Totals** tab.

Hudson River Valley Greenway or National Heritage Area Grant Application Budget Request

Fill in all expenses associated with the project using the Funds Requested and Match tabs. The math is done for you! Numbers entered in any tab will automatically total here. You cannot enter anything on this page.

Project Costs	Funds Requested	Match	Outside Funds	Total
Contractual/Professional*	\$17,500.00	\$17,500.00	N/A	\$35,000.00
Equipment/Supplies/Materials*	\$0.00	\$0.00	N/A	\$0.00
Construction*	\$0.00	\$0.00	N/A	\$0.00
Land Acquisition*	N/A	\$0.00	N/A	\$0.00
Cash Sub-Totals	\$17,500.00	\$17,500.00		\$35,000.00
In-Kind Services*	N/A	\$0.00	N/A	\$0.00
Outside Funding*	N/A	N/A	\$0.00	\$0.00
Totals*	\$17,500.00	\$17,500.00	+	\$35,000.00
	Total Requested	Total Match	Total Outside Funds	Total Project Cost
		Total Match must equal or exceed Total Requested		

*Will automatically total from respective worksheet

Board Resolution will be sent on or 11/14/2025
by

I hereby affirm under penalty of ✓
perjury that information provided on
this form and attached statements
and exhibits is true to the best of my
knowledge and belief. False
statements made herein are
punishable as a Class A
misdemeanor pursuant to Section
210.45 of the Penal law.

Grantee MOUs, Requests, Final Reports

*****Grantee MOUs, Requests, Final Reports***** Note: If you are submitting a request on both the 'Grantee MOUs, Requests, Final Reports' and 'Payments' tabs, please remember to fill out all sections and upload your documents to both tabs (hit ****Save + Next**** after finishing each tab), then hit the resubmit at the bottom of the page when done with both. If you hit resubmit before both tabs are complete, you will need to contact [Greenway staff] (mailto:grants@hudsongreenway.ny.gov) so they can reset your 'application' to resubmission required.

Grantee Organization Name Town of Somers

****Revised Timeline and Budget Section****

****_Upload all files but Budget forms or Claims for Payment below. _**** Files may be formatted as follows: 1. ****Please combine individual files of the same file type into one file if it is under the maximum file size of 50MB. For example only submit one file for a Final Report containing only PDF files. Add a second file with all pictures. PDF files are preferred.**** 2. Upload pdf, xlsx, xls, gif, jpeg/jpg, png, tif/tiff, mp4, mp3, mpeg, m4p, m3p, or zip files. 3. Maximum file size is 50MB per piece. 4. A maximum of ten pieces can be uploaded with your application. 5. Video attachments may be hosted on a video site such as YouTube or Vimeo. 6. After uploading your files, please fill in the file name in the box below the file. 7. ****7. Claims for Payments/Payments Requests have been moved to the "Payments" Tab****

###BUTTON INSTRUCTIONS**###** When you are applying for funding, the form is an ****Application****. When you have received funding, the form becomes a ****Grant**** (even for ****Event Sponsorships****). The online program generally calls everything an application, but once your grant has been awarded treat it as a grant as described below. ****_For Applications and Grants_**** The ****Save and next**** button saves your work and allows you to enter information on another tab. The ****Save and close**** button saves your work and close the application/grant, without submitting it to HRVG The ****Preview**** button allows you to review all of your work at once. ****_For Applications ONLY_**** The ****Click here to submit your application to HRVG**** button submits your application for review by HRVG. **_Once selected you may no longer make changes to your application. _**_For Grants ONLY_**** The ****Click here to send your Grant documents and requests to HRVG**** button submits your Grant requests to HRVG. **_Once selected you may no longer make changes to your grant until HRVG staff returns the grant to you for more work. _**

*****Payments Requests***** Note: If you are submitting a request on both the 'Grantee MOUs, Requests, Final Reports' and 'Payments' tabs, please remember to fill out all sections and upload your documents to both tabs (hit ****Save + Next**** after finishing each tab), then hit the resubmit at the bottom of the page when done with both. If you hit resubmit before both tabs are complete, you will need to contact [Greenway staff] (mailto:grants@hudsongreenway.ny.gov) so they can reset your 'application' to resubmission required.

Grantee Organization Name Town of Somers

****_Upload all files below. _**** Files may be formatted as follows: 1. ****Please submit a total of two files:**** ****One file for a Claim for Payment containing the signed CFP and backup documents, preferably as a PDF.**** ****Please submit the second file as an EXCEL file for the Match Documentation Worksheet. **** 3. Upload pdf, xlxs, xls, or zip files. 4. Maximum file size is 50MB per piece. 5. A maximum of 2 pieces can be uploaded with your request.

###BUTTON INSTRUCTIONS**###** When you are applying for funding, the form is an ****Application****. When you have received funding, the form becomes a ****Grant**** (even for ****Event Sponsorships****). The online program generally calls everything an application, but once your grant has been awarded treat it as a grant as described below. ****_For Applications and Grants_**** The ****Save and next**** button saves your work and allows you to enter information on another tab. The ****Save and close**** button saves your work and close the application/grant, without submitting it to HRVG The ****Preview**** button allows you to review all of your work at once. ****_For Applications ONLY_**** The ****Click here to submit your application to HRVG**** button submits your application for review by HRVG. **_Once selected you may no longer make changes to your application. _**_For Grants ONLY_**** The ****Click here to send your Grant documents and requests to HRVG**** button submits your Grant requests to HRVG. **_Once selected you may no longer make changes to your grant until HRVG staff returns the grant to you for more work. _**

Log in to hrvg.grantplatform.com to see complete application attachments.

Contract of Sale—Condominium Unit

Note: This form is intended to deal with matters common to most transactions involving the sale of a condominium unit. Provisions should be added, altered or deleted to suit the circumstances of a particular transaction. No representation is made that this form of contract complies with Section 5-702 of the General Obligations Law ("Plain Language Law").

In the event of any alteration to this form which is not clearly indicated as such, the provisions of the original unaltered form as approved by the Cooperative & Condominium Law Committee of the Association of the Bar of the City of New York and the Committee of Condominiums & Cooperatives of the Real Property Law Section of the New York State Bar Association shall be deemed controlling, regardless of such change.

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

This Contract (the "Contract") for the sale of the Unit as defined below is made as of April __, 2026 between "Seller" and "Purchaser" identified below.

1. Certain Definitions and Information

1.1 The "Parties" (each a "Party") are:

1.1.1 "Seller": TOWN OF SOMERS, a Municipal Corporation

Prior names used by Seller:

Address: 335 Route 202, Somers, NY 10589

KIMBERLEY

1.1.2 "Purchaser": ~~KIMBERLEY~~ BARRETT

Prior names used by Purchaser:

Address: _____

Initial
KB

Initial
KB



(For security, social security numbers are not included on this form but shall be provided to the attorneys for the Parties upon request.)

1.2 "Attorneys" (each an "Attorney") are (name, address telephone and email):

1.2.1 "Seller's Attorney": Roland A Baroni, Jr., Esq., Abrams Fensterman, LLP,

1.2.2 "Purchaser's Attorney": Lisa Gigliotti, Esq., 118 North Bedford Rd, Suite 200B, Mt. Kisco, NY, 914-244-8750, lisa@giglawoffice.com

1.3 "Escrowee" is the Seller's Attorney (as defined in ¶3.1.2 below):

1.4 The "Managing Agent" is: McGrath Management LLC, 1010 Main Street, Fishkill, NY 12524, Maureen Wellington-Natrella, 845-896-5444 x 101

1.5 The real estate "Broker(s)" (see ¶18) is/are: Martha Violante, Julia B Fee Sothey's Int'l Realty, 4 Court Road, Bedford, NY 10506, martha.violante@juliafee.com; Richard Giaccio, Giaccio Luxury Properties, Inc., 143 Bedford Rd, Katonah, NY 10536, 914-469-3227, richgiaccio@gmail.com

1.6 The name of the "Condominium" is: Somers Crossing Condominium

1.7 The unit number is: 65 (the "Unit") located at: 65 Sienna Drive (the "Building");

1.8 The Unit's percentage of the undivided interest in the Condominium common elements ("Common Elements") is: 1.515%

1.9 The tax lot number of the Unit as set forth in the Condominium declaration (the "Declaration") is: 17.15-1-15.11-65

1.10 The real estate taxes for the Unit ~~for the fiscal year of~~ are \$9,013.88 (School) and \$2,500.44 (Town). The amount of real estate taxes is provided for information only and is not a representation of Seller;

1.11 Seller agrees to sell and Purchaser agrees to purchase the Unit and the Unit's percentage interest in the Common Elements in accordance with the terms and provisions of this Contract;

1.12 The sale includes all of Seller's right, title and interest in and to the following personal property ("Personal Property") to the extent existing in the Unit on the date hereof (strike out inapplicable items): the refrigerators, freezers, ranges, ovens, built-in microwave ovens, dishwashers, garbage disposal units, washing machines, clothes dryers, cabinets and counters, lighting and plumbing fixtures, chandeliers, central air conditioning and/or window or sleeve units, venetian blinds, shades, screens, storm windows and other window treatments, wall-to-wall carpeting, plumbing and heating fixtures, switch plates, door hardware, mirrors, built-in bookshelves and articles of property and fixtures attached to or appurtenant to the Unit, not excluded in ¶1.13, all of which included property and fixtures are represented to be owned by Seller, free and clear of all liens and encumbrances other than those encumbrances ("Permitted Exceptions") set forth on Schedule A and made a part hereof; and

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1.13 Specifically excluded from this sale are furniture and furnishings and all other personal property unless specifically included in ¶1.12 ~~and~~;

~~1.14 The sale does not include Seller's interest in ("Included Interests") (a Rider is required if any of the Included Interests is/are (a) separate and distinct Condominium Unit(s) or subject to a transferrable license agreement);~~

1.15 The "Closing" is the delivery of the Closing Documents referred to in ¶3 and the payment of the Balance referred to in ¶1.17.2;

1.16 The date on which Closing is scheduled is on or about June 1, 2026 ("Scheduled Closing Date") at 10:00 a.m. at the offices of Seller's Attorney or at the office of Purchaser's lending institution or its counsel, provided, however, that such office is located in either the City or County in which either (a) Seller's Attorney maintains an office or (b) the Unit is located;

1.17 The "Purchase Price" is: \$1,075,000.00 payable as follows:

1.17.1 The "Contract Deposit" is: \$107,500.00 payable on the signing of this Contract by good check subject to collection, the receipt of which is hereby acknowledged, payable to the order of Escrowee and held in escrow pursuant to ¶13;

1.17.2 The "Balance" of the Purchase Price due at Closing is: \$967,500.00 payable by certified check of Purchaser or official bank check (except as otherwise agreed to in writing by the Parties) to the order of Seller (or as Seller otherwise directs);

1.17.3 All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company either chartered in or having a branch and doing business in New York State;

1.17.4 All checks for closing adjustments aggregating in excess of \$2,500.00 shall be certified checks of Purchaser or official bank checks payable to Seller or as Seller otherwise directs.

1.18 The monthly common charges (excluding separately billed utility charges) are ~~\$501.89~~ ^{577.65} (See ¶2.2) (the "Common Charges");

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~~1.19 The assessment, if any, payable to the Condominium, at the date of this Contract is \$ (the "Assessment"), payable as follows;~~

1.20 The Condominium's flip tax or transfer fee (apart from the Managing Agent, Condominium or closing attorney fee), if any (the "Flip Tax") shall be paid by the Party upon whom the Flip Tax is imposed by the Condominium, or, if not so imposed, the Flip Tax shall be paid by Purchaser;

1.21 Financing Options (Delete two of the following ¶¶[1.21.1] [1.21.2] [1.21.3]):

~~1.21.1 Purchaser may apply for financing in connection with this sale and Purchaser's obligation to purchase under this Contract is contingent upon issuance of a Loan Commitment Letter (as defined in ¶19.1.2 below) by the Loan Commitment Date (as defined in ¶1.22 below);~~

~~1.21.2 Purchaser may apply for financing in connection with this sale but Purchaser's obligation to purchase under this Contract is not contingent upon issuance of a Loan Commitment Letter;~~

1.21.3 Purchaser shall not apply for financing in connection with this sale;

~~1.22 If ¶1.21.1 or 1.21.2 applies, the "Financing Terms" for ¶19 are: A loan of \$ secured by a mortgage for a term of at least years or such lesser amount or shorter term as applied for or as acceptable to Purchaser; and the "Loan Commitment Date" for ¶19 is calendar days after the Delivery Date (as defined in ¶1.23 below);~~

1.23 The "Delivery Date" of this Contract is the date on which a fully executed counterpart of this Contract is deemed given to and received by Purchaser or Purchaser's Attorney;

1.24 The Contract Deposit shall be held in a segregated (not commingled with Escrowee's business accounts) [IOLA] ~~non-IOLA~~ escrow account. If the account is a non-IOLA account then interest shall be paid to the Party entitled to the Contract Deposit. Interest shall be payable to the party entitled to the Contract Deposit, except as otherwise required by law. The Party receiving the interest shall pay any income taxes thereon. A W-9 or W-8 form shall be submitted, as appropriate. The escrow account shall be at:

Address: ConnectOne Bank, Lake Success, NY

(“Depository”) (See ¶13)

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1.25 All "Proposed Occupants" of the Unit are: Kimberley Barrett

1.25.1 Persons and relationship to Purchaser: self

1.25.2 Pets: one (1) 15 pound dog

2. Representations, Warranties and Covenants: Seller represents, warrants and covenants that:

2.1 Seller is the sole owner of the Unit and the Personal Property together with the Included Interests and Seller has the full right, power and authority to sell, convey and transfer the same. If Seller is a corporation, partnership, limited liability company, trust or other entity, the Sale has been duly authorized by such entity and the person signing this Contract is fully authorized by the entity to do so, and Seller shall deliver evidence of the same at Closing;

2.2 The Common Charges (excluding separately billed utility charges) for the Unit on the date hereof are as stated above. If the Common Charges as of the date of this Contract have been understated in this Contract, Seller shall give to Purchaser at Closing a lump sum credit equal to twelve times the amount of such understatement as Purchaser's sole and exclusive remedy for such understatement (Example: an understatement of \$50.00 per month generates Purchaser a one-time credit of \$600.00). Seller has not received any written notice of any intended assessment or increase in Common Charges not reflected above. Purchaser acknowledges that it will not have the right to cancel this Contract in the event of the imposition of any assessment or increase in Common Charges after the date hereof of which Seller has not heretofore received written notice. Seller also represents that Seller has no actual knowledge of an increase in Common Charges or an assessment which has been adopted by the Condominium board of managers (the "Board");

2.3 Seller is not a "sponsor" or a nominee of a "sponsor," or a successor sponsor or nominee or designee of sponsor, under any plan of condominium organization affecting the Unit;

2.4 At the time of Closing, all refrigerators, freezers, ranges, dishwashers, washing machines, clothes dryers, air conditioning equipment and other appliances, fixtures and equipment included in this sale, and all plumbing, heating and electrical systems will be in working order, to the extent maintenance and repair of same is the responsibility of Seller (as opposed to the Condominium);

2.5 If a copy is attached to this Contract, the copy of the certificate of occupancy covering the Unit is a true and correct copy. However, any certificate of occupancy is provided for information only, and the contents thereof do not constitute a representation of Seller;

2.6 Seller is not a "foreign person" as defined in ¶14. (If applicable, delete and provide for compliance with Code Withholding Section, as defined in ¶14);

2.7 Seller has made no material alterations to the Unit, except as enumerated in Schedule A-1;

2.8 Seller has never signed an alteration agreement with the Managing Agent or Board, except as enumerated in Schedule A-2. Seller has no actual knowledge of any material alteration by a prior owner affecting the Unit or alteration agreement affecting the Unit signed by a prior owner of the Unit, except as enumerated in Schedule A-3;

2.9 To the best of Seller's knowledge, there have been no leaks into or emanating from the Unit during the twenty-four (24) months prior to the date of this Contract, and the Unit shall be delivered free from leaks which are the responsibility of Seller to repair at the time of Closing;

2.10 During the twenty-four (24) months prior to the date of this Contract, neither Seller nor to Seller's knowledge any occupants of the Unit have/has made any written complaints to the Board, Managing Agent or any other unit owner regarding the Unit, the Building or any other unit owner, except as set forth in Schedule A-4;

2.11 Seller has received no written notice that the use and/or occupancy of the Unit is in violation of the Declaration, the Condominium's by-laws (the "By-Laws") or house rules (the "House Rules"), or any applicable provision of law;

2.12 Seller has no knowledge of the presence of bedbugs in the Unit or an adjacent or contiguous unit in the Building within the past twenty-four (24) months;

2.13 At Closing, Seller shall have sufficient funds, either from the proceeds of the sale of the Unit or otherwise, to pay all existing liens, judgments, mortgages and other encumbrances;

2.14 Seller has made no insurance claims with respect to the Unit within the past twenty-four (24) months.

2.15 Seller covenants that its representations and covenants contained in this ¶2 shall be true and complete at Closing and shall survive Closing, but any action based thereon must be instituted within twelve (12) months after Closing.

3. Closing Documents: At Closing, the Parties shall deliver the following (collectively hereinafter referred to as the "Closing Documents"):

3.1 At Closing, Seller shall deliver the following:

3.1.1 Bargain and sale deed with covenant against grantor's acts ("Deed"), complying with RPL §339-o and containing the covenant required by Lien Law §13(5), conveying to Purchaser title to the Unit, together with its undivided interest in the Common Elements appurtenant thereto (which shall be deemed to include Seller's rights and obligations with respect to any limited Common Elements attributable to or used in connection with the Unit), free and clear of all liens and encumbrances other than Permitted Exceptions. The Deed shall be executed and acknowledged by Seller and, if requested or required by the Condominium, executed and acknowledged by Purchaser, in proper statutory form for recording;

3.1.2 Provided Seller is a legal entity, and not just one or more natural persons, Seller shall deliver such resolutions and/or affidavits or other evidence as may be reasonably acceptable to Purchaser to the effect that the entity was, at the time of execution of this Contract, authorized to execute and deliver this Contract, and is, at the time of Closing, authorized to execute and deliver the Deed, and any and all other Closing Documents necessary or appropriate to effectuate Closing, and that each of the person(s) actually executing those documents on behalf of that entity is an authorized signatory for that entity for the purposes of effectuating the subject transaction. In the event Seller is a corporation, the Deed shall contain a recital sufficient to establish compliance with the requirements of BCL §909. Evidence of such authorization that would be acceptable to the title company (the "Title Company") from which Purchaser has ordered a title insurance report and which is authorized and licensed to do business in New York State (but not an agent or abstract company unless confirmed by its underwriter in writing) will be deemed to be reasonably acceptable to Purchaser;

3.1.3 A waiver of right of first refusal (the "Waiver") of the Board, evidenced in writing (the "Waiver Confirmation") if required in accordance with ¶5;

3.1.4 A written statement by the Condominium or its Managing Agent stating the date through which the Common Charges and any Assessments due and payable to the Condominium have been paid;

3.1.5 All keys to the doors of, and mailbox for, the Unit; and the keys, key codes or combinations to open or lock any cabinets, interior doors, storage spaces, alarms or other included Personal Property;

3.1.6 Such affidavits and/or other evidence as the Title Company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against Seller and persons or entities whose names are the same as or are similar to Seller's name;

3.1.7 New York City Real Property Transfer Tax Return, if applicable, and New York State Real Estate Transfer Tax Return (including Real Property Transfer Report/Equalization Return, as appropriate), and if required by the Tax Law an IT-2663 form, prepared and duly executed by Seller in proper form for submission;

3.1.8 Checks as may be acceptable to the Title Company in payment of all applicable real property transfer taxes due in connection with the sale, including any tax due in connection with the filing of an IT-2663 form, if applicable, except a transfer tax (such as the so-called New York State "Mansion Tax") which by law is primarily imposed on the purchaser ("Purchaser Transfer Tax"). In lieu of delivery of such checks, Seller shall have the right, upon reasonable prior notice to Purchaser, to cause Purchaser to deliver said checks at Closing and to credit the amount thereof against the balance of the Purchase Price;

3.1.9 Certification pursuant to ¶14 below that Seller is not a foreign person or a withholding certificate from the Internal Revenue Service. (If inapplicable, delete and provide for compliance with the Internal Revenue Code sections described in ¶14);

3.1.10 Affidavit that an operable single station smoke detecting alarm device and an operable carbon monoxide detector are installed pursuant to New York Executive Law §378(5), and, if the Building and the Unit are located within New York City, an affidavit that a single station carbon monoxide detecting alarm device is installed pursuant to N.Y.C. Admin. Code §§28-312.1 and 28-312.2 and NYCRR tit. 19, §1220.1;

3.1.11 Any alteration agreement enumerated in Schedule A-2 or A-3;

3.1.12 Any assignment necessary or appropriate to transfer any Included Interest; and

3.1.13 Any currently effective written warranties and/or operating manuals in Seller's possession for any items of Personal Property that are included in the subject sale;

3.2 At Closing, Purchaser shall deliver the following:

3.2.1 Checks in payment of (y) the Balance; and (z) any Purchaser Transfer Tax (all checks in payment of any Purchaser Transfer Tax shall be in a form acceptable to the Title Company);

3.2.2 If and to the extent required by the Declaration or By-Laws, power of attorney to the Board, prepared by Seller or the Condominium, in the form required by the Condominium, which shall be executed, acknowledged and recorded by Purchaser and, after being recorded, shall be sent to the Condominium;

3.2.3 New York City Real Property Transfer Tax Return, if applicable, and New York State Real Estate Transfer Tax Return, each duly executed by Purchaser and an Affidavit in Lieu of Registration pursuant to New York Multiple Dwelling Law, each in proper form for submission, if applicable; and

3.2.4 If required, New York State Real Property Transfer Report/Equalization Return executed and acknowledged by Purchaser in proper form for submission;

3.3 It is a condition of Purchaser's obligation to close title hereunder that:

3.3.1 All notes or notices of violations of law or government orders, ordinances or requirements affecting the Unit and noted or issued by any governmental department, agency or bureau having jurisdiction which were noted or issued on or prior to the date ~~hereof~~ ^{* of closing} shall have been cured by Seller, but this shall not include notices of violation, the curing and removal of which are the obligation of the Condominium;

3.3.2 Any written notice to Seller from the Condominium (or its duly authorized representative) that the Unit is in violation of the Declaration, By-Laws or House Rules shall have been cured and;

3.3.3 The Condominium is a valid condominium created pursuant to RPL Art. 9-B and the Title Company will so insure;

3.4 The Parties shall provide such other documents as may be reasonably required or requested by the Title Company or the other Party to effectuate the transfer of title in accordance with this Contract and applicable law;

3.5 The Party having primary responsibility for payment of a particular tax is also responsible for paying any and all interest and penalties in connection with such tax, including any additional amount claimed to be due by the taxing authorities by reason of re-calculation of such tax, which obligation shall survive Closing.

4. Closing Adjustments:

4.1 The following adjustments shall be made as of 11:59 P.M. of the day before Closing:

4.1.1 Real estate taxes and water charges and sewer rents, if separately assessed, on the basis of the fiscal period for which assessed, except that if there is a water meter with respect to the Unit, apportionment shall be based on the last available reading, subject to adjustment after Closing, promptly after the next reading is available; provided, however, that in the event real estate taxes have not, as of the date of Closing, been separately assessed to the Unit, real estate taxes shall be apportioned based upon the Unit's percentage interest in the Common Elements;

4.1.2 Common Charges; and

4.1.3 If fuel is separately stored with respect to the Unit only, the value of fuel stored with respect to the Unit at the price then charged by Seller's supplier (as determined by a letter or certificate to be obtained by Seller from such supplier), including any sales taxes;

4.2 If at the time of Closing the Unit is affected by an Assessment which is or may become payable in installments, then, for the purposes of this Contract, only the unpaid installments which are then past due or required to be paid are to be paid by Seller at Closing. All installments which the Condominium does not require to have been paid by the time of Closing shall be the obligation of Purchaser;

4.3 Any errors or omissions in computing closing adjustments shall be corrected. The provisions of this Article 4 shall survive Closing for six (6) months;

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4.4 If the Unit is located in the City of New York, the "customs in respect to title closings" recommended by The Real Estate Board of New York, Inc., as amended and in effect on the date of Closing, shall apply to the adjustments and other matters therein mentioned, except as otherwise set forth in a rider attached hereto;

5. Right of First Refusal:

5.1 If so provided in the Declaration or By-Laws, this sale is subject to and conditioned upon the Waiver. Purchaser shall in good faith submit to the Board or the Managing Agent an application on the form required by the Board, containing such data and together with such documents as the Board requires, and pay the applicable fees and charges that the Board imposes upon Purchaser. All of the foregoing shall be submitted within 10 business days after the Delivery Date, or, if ¶¶1.21.1 or 1.21.2 applies and the Loan Commitment Letter is required by the Board, within 3 business days after the earlier of (i) the Loan Commitment Date or (ii) the date of receipt of the Loan Commitment Letter. Unless the Board requires a separate submission by Seller, Purchaser's submission of an application shall be deemed to satisfy the notice requirement set forth in the Declaration and/or By-Laws;

5.2 If the Board shall exercise such right of first refusal, Seller shall promptly refund to Purchaser the Contract Deposit and upon the making of such refund this Contract shall be deemed cancelled and of no further force or effect and neither Party shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract. If the Board shall issue a Waiver Confirmation (a copy of which shall be delivered by the recipient to the Parties promptly following receipt thereof), the Parties shall proceed with this sale in accordance with the provisions of this Contract;

5.3 Closing shall be adjourned for up to 30 business days if the Board neither exercises its right of first refusal nor issues a Waiver Confirmation on or before the Scheduled Closing Date. If neither Seller nor Purchaser nor their respective Attorneys shall have received either of such notices by such adjourned Closing Date, then Seller and Purchaser each will have the right to cancel this Contract by giving Notice (as defined in Paragraph 11) to the other, provided that, prior to the giving of such notice of cancellation, neither Seller nor Purchaser nor their respective Attorneys shall have received a Waiver Confirmation. In the event this Contract is cancelled pursuant to the foregoing provisions of this ¶5.3, then the Escrowee shall refund the Contract Deposit to Purchaser;

5.4 Notwithstanding the provisions of the preceding ¶5.3 that otherwise give Seller the right to cancel by reason of not having received a Waiver Confirmation, Purchaser will have the right to reject Seller's notice of cancellation for such reason, thereby obligating Seller to fulfill its obligations and close hereunder, in the event the Title Company agrees to insure title without exception for failure to obtain a Waiver Confirmation, and if applicable Purchaser's Lender advises that it is prepared to close without issuance by the Board of a Waiver Confirmation, or if Purchaser notifies Seller that Purchaser wishes to close notwithstanding the failure of the Board to issue a Waiver Confirmation, provided that if, prior to Closing, one or both of the parties hereto receives notice from the Board of the Board's exercise of its right of first refusal, Purchaser's right to close under the provisions of this ¶5.4 shall terminate;

5.5 If the Board's failure to either exercise such right of first refusal or issue a Waiver Confirmation is attributable to either Party's bad faith conduct, that Party shall then be in default hereunder and the provisions of Article 10 shall apply.

6. Certain Transaction Fees:

6.1 Any fee imposed by the Condominium for the application to the Board for its issuance of a Waiver Confirmation shall be payable by Purchaser;

6.2 Any move-out fee (including deposits) imposed by the Condominium shall be payable by Seller;

6.3 Any move-in fee (including deposits) imposed by the Condominium shall be payable by Purchaser; and

6.4 Any fees for contributions to the working capital fund or reserve fund except for a Flip Tax specifically payable by Seller pursuant to ¶1.20 imposed by the Condominium shall be payable by Purchaser;

6.5 All fees other than those listed in the preceding subparagraphs of this ¶6 in connection with processing the transaction contemplated by this Contract (including but not limited to the legal fees, if any, of the Condominium's attorney in connection with this sale, all "flip taxes," transfer or entrance or exit fees or similar charges however denominated and whether known or unknown) which are imposed by the Condominium shall be paid by the Party upon whom they were expressly imposed. However, if there is ambiguity as to the Party responsible for a particular fee (other than the Flip Tax) then such fee shall be paid in equal portions by Seller and Purchaser. In the event any increase in any aforementioned fee is imposed between the date hereof and the date of Closing, the Party obliged to pay the fee, cost or expense or contribution shall also be obliged to pay the increase.

7. No Other Representations:

7.1 Purchaser has examined or has waived the examination of:

7.1.1 the offering plan, all amendments to the offering plan, the Declaration, the By-Laws and the House Rules;

7.1.2 the minutes of the meetings of the Board and the unit owners;

7.1.3 the alteration policy including any mandatory upgrade policy for windows, plumbing or other unit features;

7.1.4 the form of alteration agreement;

7.1.5 the form of application to purchase, application instructions and related written requirements, and the enumeration and allocation of applicable fees, if any;

7.1.6 the last financial statement of the Condominium; and

7.1.7 all other matters pertaining to this Contract and to the purchase to be made hereunder;

7.2 Purchaser has inspected or waived inspection of the Unit, its fixtures, appliances and equipment and the Personal Property, if any, included in this sale, as well as the Common Elements (except those Common Elements limited in use to other units of the Condominium), and knows the condition thereof and, subject to ¶2.5, agrees to accept the same "as is," i.e., in the condition they are in on the date hereof, subject to normal use, wear and tear between the date hereof and Closing. Purchaser does not rely on any representations made by any broker or by Seller or anyone acting or purporting to act on behalf of Seller as to any matters (including but not limited to square footage or room count) which might influence or affect the decision to execute this Contract or to buy the Unit, or said Personal Property, except those representations and warranties which are specifically set forth in this Contract.

8. Possession: Seller shall, prior to Closing, remove from the Unit all furniture, furnishings and other personal property not included in this sale, shall repair any material damage caused by such removal, and shall deliver exclusive possession of the Unit at Closing, vacant, broom-clean and free of tenancies or other rights of use or possession. Seller shall not be responsible for immaterial damage such as small holes that can be repaired with touch-up plaster, spackle or similar material or touch-up paint. Purchaser cannot take possession prior to Closing except pursuant to a separate written agreement signed by Seller and Purchaser.

9. Access: Seller shall permit Purchaser and its architect, decorator or other authorized persons to have the right of access to the Unit between the date hereof and Closing for the purpose of inspecting the same and taking measurements, at reasonable times and upon reasonable prior notice to Seller (by telephone or otherwise). Further, Purchaser shall have the right to inspect the Unit at a reasonable time after Seller vacates immediately preceding Closing.

10. Defaults and Remedies:

10.1 If Purchaser defaults hereunder, Seller's sole remedy shall be to retain the Contract Deposit as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Contract Deposit constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

10.2 If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

11. **Notices:** Any notice, demand, request or other communication ("Notice") given or made hereunder, except for a request for an inspection, which shall not be deemed a Notice, shall be in writing and sent by either Party or that Party's Attorney and delivered by hand or sent by next business day delivery or certified or registered mail, return receipt requested to the other Party at the address set forth in 1.1 hereof and that Party's Attorney, at the address set forth in 1.2 hereof, unless prior Notice has been given that an address of a Party or an Attorney has been changed. A communication by email, fax, telephone or other electronic means shall not qualify as a Notice. Each Notice shall be deemed given on the same day if delivered by hand or the following business day if sent by next business day delivery or the third business day following the date of mailing. Failure to accept a Notice does not invalidate the Notice.

12. **Purchaser's Lien:** The Contract Deposit and all other sums paid on account of this Contract and the reasonable expenses of the Title Report (as defined in ¶15.1 hereof) are hereby made a lien upon the Unit, but such lien shall not continue after default by Purchaser hereunder. This Contract shall not be recorded by either Party.

13. **Contract Deposit in Escrow:**

13.1 Escrowee shall hold the Contract Deposit (together with any interest thereon) in escrow as set forth in ¶1.17.1 at the Depository insured by the FDIC or equivalent in amounts up to the maximum amount for which insurance is provided by the FDIC, until Closing or sooner termination of this Contract, and shall pay over or apply the Contract Deposit in accordance with the terms of this Contract. The Social Security or Federal Identification numbers of the Parties shall be furnished to Escrowee upon request. At Closing, the Contract Deposit shall be paid by Escrowee to Seller or as Seller otherwise directs. If for any reason Closing does not occur and either of the Parties gives a Notice to Escrowee demanding payment of the Contract Deposit, Escrowee shall give prompt Notice to the other Party of such demand. If Escrowee does not receive Notice of objection from such other Party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 business day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the Parties or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Contract Deposit with the clerk of a court in the county in which the Unit is located and shall give Notice of such deposit to the Parties. Upon such deposit or other disbursement in accordance with the terms of this ¶13, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

13.2 The Parties acknowledge that, with regard to the Contract Deposit, Escrowee is acting solely as a stakeholder without compensation at their request and for their convenience and that Escrowee shall not be liable to either Party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrowee. The Parties jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees either paid to retain attorneys or representing the fair value of legal services rendered by Escrowee to itself and disbursements, court costs and litigation expenses) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrowee.

13.3 Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by Escrowee (including any member of Escrowee's firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

13.4 Escrowee acknowledges receipt of the Contract Deposit by check subject to collection or by wire transfer and Escrowee's agreement to the provisions of this ¶13 by signing in the place indicated in this Contract.

13.5 In the event the Contract Deposit exceeds the maximum amount for which insurance is provided by the FDIC, the Parties understand the amount in excess of the maximum amount insured by the FDIC may be uninsured unless appropriate provisions are made, such as having more than one Depository.

13.6 Escrowee or any member of its firm shall be permitted to act as counsel for Seller (assuming Seller's counsel is acting as Escrowee) in any dispute as to the disbursement of the Contract Deposit or any other dispute between the Parties whether or not Escrowee is in possession of the Contract Deposit and continues to act as Escrowee.

13.7 If the Escrowee is the attorney for one of the parties hereto, that party shall be liable for any loss of the Contract Deposit. If the Escrowee is Seller's Attorney, then Purchaser shall be credited with the amount of the Contract Deposit at Closing. If Escrowee is a title company, the Party who designates the Escrowee shall be liable for any loss of the Contract Deposit.

14. **FIRPTA:** The Parties shall comply with IRC §§897 and 1445 and the regulations thereunder as same may be amended ("FIRPTA"). If applicable, Seller shall execute and deliver to Purchaser at Closing a Certification of Non-Foreign Status ("CNS") or deliver a Withholding Certificate from the IRS. If Seller fails to deliver a CNS or a Withholding Certificate, Purchaser shall withhold from the Balance, and remit to the IRS, such sum as may be required by law, up to and including 10% of the Purchase Price. Seller hereby waives any right of action against Purchaser on account of such withholding and/or remittance. Any cost or expense that may be incurred as a result of such actions, including without limitation Purchaser's Attorneys fees and/or accounting fees, shall be paid by Seller. This paragraph shall survive Closing.

15. Title Report; Acceptable Title:

15.1 Purchaser shall, within 10 business days after the date hereof, or if ¶1.21.1 applies, within 3 business days after receipt of the Loan Commitment Letter, order a title insurance report (the "Title Report") from the Title Company. Promptly after receipt of the Title Report and thereafter of any continuations thereof and supplements thereto, Purchaser shall forward (or cause the Title Company to forward) a copy of each such Title Report, continuation or supplement to the Seller's Attorney. Purchaser shall further promptly notify Seller's Attorney of any other objections to title not reflected in the Title Report reasonably promptly after becoming aware of such objections.

15.2 Any unpaid taxes, assessments, water charges and sewer rents payable by the Seller, together with the interest and penalties thereon to a date not less than two days following the date of Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at Closing. Upon request made a reasonable time before Closing, Purchaser shall provide at Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and otherwise complying with ¶1.17. If the Title Company is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Unit and is willing to insure the lien of Purchaser's lender, if any, free and clear of any such charges, liens and encumbrances, then Seller shall have the right in lieu of payment and discharge to deposit with the Title Company such funds or to give such assurance or to pay such special or additional premiums as the Title Company may require in order to so insure. In such case, the charges, liens and encumbrances with respect to which the Title Company has agreed so to insure shall not be considered objections to title. Any fees, costs or expenses incurred in connection with the payment of such charges, liens and/or encumbrances shall be paid by Seller. The provisions of this subparagraph shall survive Closing.

15.3 Seller shall convey and Purchaser shall accept fee simple title to the Unit in accordance with the terms of the Contract, subject only to: (1) the Permitted Exceptions and (2) such other matters as (i) the Title Company or any other title insurer licensed by the State of New York (but not an agent or abstract company) shall be willing, without special or additional premium, to omit as exceptions to coverage or to insure against collection out of or enforcement against the Unit. Notwithstanding the foregoing, if ¶1.21.1 applies and the Loan Commitment Letter (as defined in ¶19.1.2) is issued pursuant to ¶19, then Purchaser shall not be required to accept any defect in title which the Institutional Lender (as defined in ¶19.1.2) will not accept.

15.4 Notwithstanding any contrary provisions in this Contract, express or implied, or any contrary rule of law or custom, if Seller shall be unable to convey the Unit in accordance with this Contract (provided that Seller shall release, discharge or otherwise cure at or prior to Closing any matter created by Seller and any existing mortgage, unless this sale is subject to it) and if Purchaser elects not to complete this transaction without abatement of the Purchase Price, the sole obligation and liability of Seller shall be to refund the Contract Deposit to Purchaser, together with the reasonable cost of the Title Report, and upon the making of such refund and payment, this Contract

shall be deemed cancelled and of no further force or effect and neither of the Parties shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract. However, nothing contained in this ¶15.4 shall be construed to relieve Seller from liability due to willful default.

16. Risk of Loss; Casualty:

16.1 The risk of loss or damage to the Unit or the Personal Property, by fire or other casualty, until the earlier of Closing or possession of the Unit by Purchaser, is assumed by Seller, but without any obligation of Seller to repair or replace any such loss or damage unless Seller elects to do so as hereinafter provided. For purposes of this ¶16 only, the term "Unit" shall be deemed to include a terrace, balcony, private yard, parking space and/or storage space appurtenant to the Unit. Seller shall notify Purchaser of the occurrence of any such loss or damage to the Unit or the Personal Property within 10 days after such occurrence or by the date of Closing, whichever first occurs, and by such Notice shall state whether or not Seller elects to repair or restore the Unit and/or Personal Property, as the case may be. If Seller elects to make such repairs and restorations, Seller's Notice shall set forth an adjourned date for Closing, which shall be not more than 60 days after the date of the giving of Seller's Notice. If Seller either does not elect to do so or, having elected to make such repairs and restorations, fails to complete the same on or before said adjourned date for Closing, or if the Board fails to fulfill its obligations to repair or restore any Common Element that materially affects the Unit, Purchaser shall have the following options:

16.1.1 To declare this Contract cancelled and of no further force or effect and receive a refund of the Contract Deposit in which event neither of the Parties shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of the Contract, or

16.1.2 To complete the purchase in accordance with this Contract without reduction in the Purchase Price, except as provided in the next sentence. If Seller carries hazard insurance covering such loss or damage, Seller shall turn over to Purchaser at Closing the net proceeds actually collected by Seller under the provisions of such hazard insurance policies to the extent that they are attributable to loss of or damage to any property included in this sale, less any sums theretofore expended by Seller in repairing or replacing such loss or damage or in collecting such proceeds; and Seller shall assign (without recourse to Seller) Seller's right to receive any additional insurance proceeds which are attributable to the loss of or damage to the Unit or Personal Property.

16.2 If Seller does not elect to make such repairs and restorations, Purchaser may exercise the resulting option under ¶16.1.1 or 16.1.2 above only by Notice given to Seller within 10 days after receipt of Seller's Notice. If Seller elects to make such repairs and restorations and fails to complete the same on or before the adjourned closing date, Purchaser may exercise either of the resulting options within 10 days after the adjourned closing date.

16.3 In the event of any loss of or damage to the Common Elements which materially and adversely affects access to or use of the Unit, arising after the date of this Contract but prior to Closing, Seller shall notify Purchaser of the occurrence thereof within 10 days after such occurrence or by the date of Closing, whichever occurs first, in which event Purchaser shall have the following options:

16.3.1 To complete the purchase in accordance with this Contract without reduction in the Purchase Price; or

16.3.2 To adjourn Closing until the first to occur of (1) completion of the repair and restoration of the loss or damage to the point that there is no longer a materially adverse effect on the access to or use of the Unit or (2) the 60th day after the date of the giving of Seller's aforesaid Notice. In the event Purchaser elects to adjourn Closing as aforesaid, and such loss or damage is not so repaired and restored within 60 days after the date of the giving of Seller's aforesaid notice, then Purchaser shall have the right either to (x) complete the purchase in accordance with this Contract without reduction in the Purchase Price or (y) declare this Contract cancelled and of no further force or effect and receive a refund of the Contract Deposit, in which latter event neither of the Parties shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract.

16.4 In the event of any loss of or damage to the Common Elements which does not materially and adversely affect access to or use of the Unit, Purchaser shall accept title to the Unit in accordance with this Contract without abatement of the Purchase Price.

17. Internal Revenue Service Reporting Requirement: Each of the Parties shall execute, acknowledge and deliver to the other Party such instruments, and take such other actions, as such other Party may reasonably request

in order to comply with IRC §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions. The provisions of this ¶17 shall survive Closing. The Parties designate Purchaser's lending institution, if applicable, or Purchaser's attorney or such other Party as shall be jointly designated by Seller and Purchaser as the person responsible for reporting this information as required by law.

18. **Broker:** Seller and Purchaser represent and warrant to each other that the only real estate broker(s) with whom they have dealt in connection with this Contract and the transaction set forth herein is/are Broker(s) and that they know of no other real estate broker who has claimed or may have the right to claim a commission in connection with this transaction. The Broker(s) shall be paid a commission by Seller pursuant to separate agreement. If no Broker is specified in ¶1.5 above, the Parties acknowledge that this Contract was brought about by direct negotiation between Seller and Purchaser and each represents to the other that it knows of no real estate broker entitled to a commission in connection with this transaction. The Parties shall indemnify and defend each other against any costs, claims or expenses (including reasonable attorneys' fees) arising out of the breach on their respective parts of any representation, warranty or agreement contained in this ¶18. The provisions of this ¶18 shall survive Closing or, if Closing does not occur, the termination of this Contract.

~~19. **Mortgage Commitment Contingency:** The provisions of this paragraph are applicable only if ¶1.21.1 applies:~~

~~19.1 Definitions:~~

~~19.1.1 an "Institutional Lender" is any of the following that is authorized under federal or New York State law to make mortgage loans and is currently extending mortgages in the county in which the Unit is located: a bank, savings bank, private banker, trust company, savings and loan association, insurance company, governmental entity, credit union or similar banking institution whether organized under the laws of this State, the United States or any other state;~~

~~19.1.2 a "Loan Commitment Letter" is a written offer from an Institutional Lender to make a loan on the Financing Terms (see ¶1.22) at prevailing fixed or adjustable interest rates and on other customary terms generally being offered by Institutional Lenders. An offer to make a loan conditional upon obtaining an appraisal satisfactory to the Institutional Lender shall not become a Loan Commitment Letter unless and until such condition is met. An offer conditional upon any factor concerning Purchaser (e.g., sale of home, payment of debt, no material adverse change in Purchaser's financial condition, etc.) is a Loan Commitment Letter whether or not such condition is met. Purchaser accepts the risk that, and cannot cancel this Contract if, any condition concerning Purchaser is not met.~~

~~19.2 Purchaser, directly or through a mortgage broker registered pursuant to Article 12-D of the Banking Law, shall diligently and in good faith:~~

~~19.2.1 apply only to an Institutional Lender for a loan on the Financing Terms (see ¶1.22) on the form required by the Institutional Lender containing truthful and complete information, and submit such application together with such documents as the Institutional Lender requires, and pay the applicable fees and charges of the Institutional Lender, all of which shall be performed within five (5) business days after the Delivery Date;~~

~~19.2.2 promptly submit to the Institutional Lender such further references, data and documents requested by the Institutional Lender;~~

~~19.2.3 accept a Loan Commitment Letter meeting the Financing Terms and comply with all requirements of such Loan Commitment Letter (or any other loan commitment letter accepted by Purchaser) and of the Institutional Lender in order to close the loan;~~

~~19.2.4 furnish Seller with a copy of the Loan Commitment Letter promptly after Purchaser's receipt thereof;~~

~~19.2.5 Purchaser is not required to apply to more than one Institutional Lender.~~

~~19.3~~ ~~Provided Purchaser has complied with all applicable provisions of this Article 19 and Article 20,~~ Purchaser may cancel this Contract as set forth below, unless Purchaser has received a Loan Commitment Letter from another Institutional Lender prior to the Loan Commitment Date, if:

19.3.1 the Institutional Lender denies Purchaser's application in writing prior to the Loan Commitment Date (see ¶1.22); or

19.3.2 a Loan Commitment Letter is not issued by the Institutional Lender on or before the Loan Commitment Date; or

19.3.3 any requirement of the Loan Commitment Letter other than one concerning Purchaser is not met (e.g., financial condition of the Condominium, failure of the Board to provide a written common charge letter or Waiver Confirmation); or

19.3.4 (a) Closing is adjourned by Seller for more than 30 business days from the Scheduled Closing Date; and (b) the Loan Commitment Letter expires on a date more than 30 business days after the Scheduled Closing Date and before the new date set for Closing pursuant to this Paragraph; and (c) Purchaser is unable in good faith to obtain from the Institutional Lender an extension of the Loan Commitment Letter or a new Loan Commitment Letter on the Financing Terms without paying additional fees to the Institutional Lender, unless Seller agrees, by Notice to Purchaser within 5 business days after receipt of Purchaser's Notice of cancellation on such ground, that Seller will pay such additional fees and Seller pays such fees when due. Purchaser may not object to an adjournment by Seller for up to 30 business days solely because the Loan Commitment Letter would expire before such adjourned Closing date.

19.4 Purchaser shall deliver Notice of cancellation to Seller within 5 business days after the Loan Commitment Date if cancellation is pursuant to ¶19.3.1 or 19.3.2 and on or prior to the Scheduled Closing Date (as same may be adjourned) if cancellation is pursuant to ¶19.3.3 or 19.3.4.

19.5 If cancellation is pursuant to ¶19.3.1, then Purchaser shall deliver to Seller, together with Purchaser's Notice, a copy of the Institutional Lender's written denial of Purchaser's loan application. If cancellation is pursuant to ¶19.3.3, then Purchaser shall deliver to Seller together with Purchaser's Notice evidence that a requirement of the Institutional Lender or Title Company was not met.

19.6 Seller may cancel this Contract by Notice to Purchaser, sent within 5 days after the Loan Commitment Date, if Purchaser shall not have sent by then either (a) Purchaser's Notice of cancellation or (b) a copy of the Loan Commitment Letter to Seller, which cancellation shall become effective if Purchaser does not deliver a copy of such Loan Commitment Letter or Purchaser's written waiver of the Mortgage Commitment Contingency to Seller within 15 business days after the Loan Commitment Date.

19.7 Failure by either of the Parties to deliver Notice of cancellation as required by this ¶19 shall constitute a waiver of the right to cancel under this ¶19.

19.8 If this Contract is canceled by Purchaser pursuant to this ¶19, then thereafter neither Party shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract, except that the Contract Deposit shall be promptly refunded to Purchaser and except for provisions of this Contract which by their terms survive termination. In addition, if this Contract is canceled by Purchaser pursuant to ¶19.3.4, then Seller shall reimburse Purchaser for any non-refundable financing, title and inspection expenses actually incurred by Purchaser.

19.9 Purchaser cannot cancel this Contract pursuant to ¶19.3.4 and cannot obtain a refund of the Contract Deposit if the Institutional Lender fails to fund the loan:

19.9.1 because a requirement of the Loan Commitment Letter concerning Purchaser is not met (e.g., Purchaser's financial condition or employment status suffers an adverse change; Purchaser fails to satisfy a condition relating to the sale of home, etc.); or

19.9.2 due to the expiration of a Loan Commitment Letter issued with an expiration date that is ~~not more than 30 business days after the Scheduled Closing Date.~~

~~20. **Requests By Purchaser's Lender:** In the event Purchaser's lender makes written requests(s) for financial, insurance or other business information about the Condominium, Purchaser may supply a copy of each such written request to Seller and upon receiving such a copy, Seller shall make a good faith effort to encourage the Condominium or its managing agent to supply such information. Purchaser shall prepay any fees required by the Condominium or its managing agent for this service. In no event shall the failure to obtain such information affect Purchaser's obligations hereunder.~~

21. **Gender, etc.:** As used in this Contract, the neuter includes the masculine and feminine, the masculine includes the feminine, the feminine includes the masculine, the singular includes the plural and the plural includes the singular, as the context may require.

22. **Entire Contract:** All prior understandings and agreements between the Parties are merged in this Contract and this Contract supersedes any and all understandings and agreements between the Parties and constitutes the entire agreement between them with respect to the subject matter hereof.

23. **Captions:** The captions in this Contract are for convenience and reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provision thereof.

24. **No Assignment by Purchaser/Death of Purchaser:** Purchaser may not assign this Contract or any of Purchaser's rights hereunder. This Contract shall terminate upon the death of all persons comprising Purchaser and the Contract Deposit shall be refunded to Purchaser's Attorney in escrow. Upon making such refund and reimbursement, neither Party shall have any further liability or claim against the other Party hereunder.

25. **Successors and/or Assigns:** Subject to the provisions of ¶23, the provisions of this Contract shall bind and inure to the benefit of the Parties and their respective distributees, executors, administrators, heirs, legal representatives, successors and permitted assigns.

26. **No Oral Changes:** This Contract cannot be changed or terminated orally. The Attorneys may extend in writing any of the time limitations stated in this Contract. Any other provision of this Contract may be changed or waived only in writing signed by the Party or Escrowee to be charged.

27. **Contract Not Binding Until Signed:**

27.1 This Contract shall not be binding or effective until fully executed by both Parties and delivered by Seller to Purchaser or Purchaser's Attorney.

27.2 Digital, electronic or scanned copies of original handwritten signatures shall be considered valid.

27.3 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

27.4 Escrowee shall be deemed to have accepted the escrow provisions of this Contract even in the absence of its signature on the Contract by depositing the Contract Deposit in its designated bank account.

28. **Lead-Based Paint:** If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

OPTIONAL RIDER PROVISIONS:

1. Notwithstanding anything set forth in ¶10.1 to the contrary, in the event either of the Parties seeks to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation or other proceedings, the prevailing Party shall be entitled to recover from the other Party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

2. Supplementing and modifying the provisions of Paragraph 7 of the Contract, Seller shall be entitled to receive any abatements or rebates not offset by a corresponding assessment, including, without limitation, any real estate tax abatements given by the City and/or State of New York, which may be allocated to the Unit or received by Purchaser after the Closing, for time periods during which Seller was the record owner of the Unit. If the parties are

unable to make adjustment at the Closing for any such abatement or rebate, Purchaser shall notify Seller within fifteen (15) days of receipt of any applicable abatement or rebate and Purchaser shall make payment to Seller, within thirty (30) days after receipt of such abatement or rebate, of Seller's portion of the abatement or rebate. The provisions of this Paragraph shall survive the Closing.

This Contract is continued on attached rider(s).

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the day and year first above written.

Seller TOWN OF SOMERS
By: Robert Scorrano, Supervisor

Signed by:
Kimberley Barrett
Purchaser KIMBERLY BARRETT
KIMBERLEY



Seller

Purchaser

Seller

Purchaser

Seller

Purchaser

Agreed as to Par. 13: _____

Escrow Depository: ConnectOne Bank

Address: Lake Success, NY

- Initial
KB → SCHEDULE A-1 - Material Alterations to the Unit made by Seller: *N/A - NONE*
- Initial
KB → SCHEDULE A-2 - Alteration agreement(s) with the managing agent or Board of Managers signed by Seller and affecting the Unit: *N/A - NONE*
- Initial
KB → SCHEDULE A-3 - Alteration agreement(s) with the managing agent or Board of Manager signed by a prior owner of the Unit and affecting the Unit: *N/A - NONE*
- Initial
KB → SCHEDULE A-4 - Written complaint(s) made by Seller or occupants of the Unit regarding the Unit, the Building or any other unit owner(s): *N/A - NONE*

SCHEDULE A - Permitted Exceptions

1. Zoning laws and regulations and landmark, historic or wetlands designation which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.

Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.

The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney from Purchaser to the board of managers of the Condominium and the floor plans of the Condominium, all as may be amended from time to time.

Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.

Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.

Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not prevent the use of the Unit for dwelling purposes. For the purposes of this Contract, none of the facts shown on the survey, if any, identified below, shall be deemed to prevent the use of the Unit for dwelling purposes, and Purchaser shall accept title subject thereto.

The survey referred to in No. 6 above was prepared by _____ dated _____ and last revised _____.

The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing as herein provided.

The lien of any unpaid assessments to the extent of installments thereof payable after the Closing.

Liens, encumbrances and title conditions affecting the Common Elements which do not materially and adversely affect the right of the Unit owner to use and enjoy the Common Elements.

Notes or notices of violations of law or governmental orders, ordinances or requirements ~~(a) affecting the Unit and noted or issued subsequent to the date of this Contract by any governmental department, agency or bureau having jurisdiction and (b) any such notes or notices~~ affecting only the Common Elements which were noted or issued prior to or on the date of this Contract or at any time hereafter.

Any other matters or encumbrances subject to which Purchaser is required to accept title to the Unit pursuant to this Contract.

SELLER'S RIDER TO CONTRACT OF SALE BY AND BETWEEN

TOWN OF SOMERS, a Municipal Corporation

as Seller

and

KIMBERLEY
~~KIMBERLY~~ BARRETT

as Purchaser

Initial
KB →

R1. Purchaser shall pay any application, application processing fee, credit report fee, and move-in deposit or fee imposed on the Purchaser by the Condominium or its managing agent.

R2. Purchaser represents that Purchaser has inspected said premises and is purchasing said premises "as is" on the date hereof except as set forth herein. Purchaser acknowledges that Seller has made no representations, is unwilling to make any representation, and has held out no inducements to Purchaser other than those herein expressed, and Purchaser specifically acknowledges and represents that except as herein specifically set forth, no express or implied warranties, guarantees, promises, statements, representations and/or information pertaining to said premises have been made to them as to but not limited to matters contained in public records, the operating expenses, profits, investment value, market value, rents, leases, public or private transportation facilities, school and religious community facilities, taxes, tax exemptions and assessments and/or certiorari possibilities, subdivision or zoning changes possibilities, the buildings and improvements on the premises, including but not limited to driveway, curbing, porches, stoops, patios, fencing, landscaping, water system, sewage system, plumbing, electrical system, heating system, outlets, meters, drain lines, oil tanks, thermostats, attics, radiators, flooring, roof, air conditioning, appliances, carpeting, siding, water problems of any kind including flooding and/or seepage, waterproofing of basement, furnace, foundation, fireplace, chimney, leaders, gutters, steps, stairways staircases, banisters, flashing, railings, trim or any other matter or thing affecting or relating to the aforesaid premises. Purchaser acknowledges that no such representation regarding the premises has been made to them by any attorney, real estate broker (if any be involved in this sale), employee, servant or other person representing or purporting to represent the Seller.

No representation is made that the Premises is or can be made contiguous to or a part of any other unit or apartment in the Building in which the Premises is located.

R3. Acceptance of the deed by Purchaser shall be deemed conclusive acknowledgment by Purchaser that Seller has fully performed all the terms and conditions of the contract on the part of Seller to be performed.

R4. If the Premises are subject to the lien of franchise or estate taxes, the same shall not be deemed an objection to title, provided that the title insurer to which Purchaser has applied for title insurance will, at the time of closing, agree to insure the Purchaser against the collection of said taxes out of

the Premises described herein, and to insure any mortgagee of Purchaser applying for title insurance at closing, free of any such objection, without any extra charge payable by the Purchaser or mortgagee.

R5. Neither this Contract of Sale nor a short-form memorandum of same shall be recorded by Purchaser. Any attempt to record the same or cording thereof by Purchaser shall be considered a substantial breach of this contract by Purchaser upon which Seller may, at its option, declare this contract null and void and of no further effect, and be entitled to retain the total down payment hereunder as reasonable liquidated damages.

R6. The articles of personal property that are included in this sale (if any) have no separate value, except in conjunction with the Premises, and no part of the purchase price is attributed thereto. All such personal property will be delivered to Purchaser on closing in its "as is" condition as of the date of first inspection by Purchaser, reasonable wear and tear to the date of closing excepted, and Seller makes and gives no warranties or representations whatsoever, including but not limited to fitness or operating condition.

R7. (a) Seller and Purchaser hereby jointly and severally agree to indemnify Escrow Agent for, and hold Escrow Agent harmless against, any loss, liability or expense incurred by either of them or by Escrow Agent (other than on account of willful misconduct or gross negligence on the part of Escrow Agent), arising out of or in connection with its acceptance of, or the performance of, its duties and obligations under this Contract, including, without limitation, any loss incurred as a result of the bankruptcy, insolvency, or reorganization of the bank, savings and loan association, trust company, or other financial institution in which the escrow fund was deposited. Such indemnity includes, but is not limited to, the costs and expenses of defending against any claim or liability arising out of or relating to this Contract.

(b) Seller and Purchaser hereby acknowledge and agree that the Escrow Agent is presently and will be the attorney for the Seller Lucas Triner in this transaction and can act in this capacity throughout the transaction and in the event of any dispute between the parties hereto without conflict of interest regarding the duties and responsibilities as Escrow Agent.

R8. The preparation and delivery of this Contract to the Purchaser shall not be deemed to be an offer by the Seller to sell the Premises. This Contract shall be deemed binding only when fully executed and delivered by the Seller to the Purchaser.

R9. Any provision of the contract to the contrary notwithstanding, any warranty, representation or covenant, express or implied, by Seller in this Contract or in the deed of conveyance shall be deemed given to and limited to the Purchaser herein, with no rights of subrogation, assignment or otherwise in any third party, entity, heir, successor, representative or assign.

R10. This Contract is made in and shall be construed in accordance with the laws of the State of New York. If any part or provision of the Contract or this Rider shall be finally determined to be void, illegal or legally unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other part or provision of this Contract, all of which shall remain in full force and effect as between Seller and Purchaser.

R11. In the event of any inconsistencies or conflict between the terms of the printed portion of this Contract and this Rider, the terms of this Rider shall govern and be binding upon the parties hereto.

R12. For properties built before 1978:

(a) This Contract is contingent upon a risk assessment of the property for the presence of lead-based paint and/or lead-based paint hazards. Purchaser may, at its option and expense, obtain such assessment or inspection within ten (10) days from the date hereof.

(b) This contingency will terminate and be deemed waived at 5:00 p.m. on the tenth day after the date hereof unless the Purchaser or Purchaser's Agent delivers to the Seller or Seller's attorney a copy of the assessment/inspection report together with a written contract addendum setting forth the specific existing conditions, the corrections requested and a proposed time period for completion of the work. The Seller may, within ten (10) days of receipt thereof, elect to make the requested corrections as proposed. In such event, the Seller will furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied either prior to closing or within such other time period as the parties may agree. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have five (5) days to accept the counter-offer, to waive this contingency and take the property in "as is" condition or to cancel this Contract. The Purchaser may waive this contingency or its right to an assessment or inspection at any time. Any election, counter-offer, acceptance, waiver or cancellation shall be in writing delivered in accordance with the provisions of this Contract regarding notices.

(c) Purchaser acknowledges that Seller has made no representations concerning the presence or absence of lead or lead paint in the Premises, other than as expressly set forth in any disclosure form signed and delivered by the Seller. Notwithstanding any requirements of any local law, Purchaser accepts the Premises and the Unit in their current "as is" condition, including the presence or absence of lead paint and/or any hazards related thereto. The parties agree to comply with and to execute and deliver all forms required under the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, 42 U.S.C. 4852(d) 745.

R13. Any provision of this Contract to the contrary notwithstanding, notice of and consent to adjournments of any time requirement herein may be made by the attorneys for the parties, either by telephone or in writing.

Initial
KB. →

~~R14. If, as a result of a rebate, credit or refund by New York City or any other municipal, State or Federal government agency of real estate taxes, the Condominium provides a refund or credit to its Unit Owners, Purchaser shall pay to Seller immediately upon receipt of any such refund or credit that portion of such refund or credit attributable to any period to the Closing. Purchaser's obligation hereunder shall survive the Closing for a period of ten (10) years and shall be made an obligation by contract of any heir, grantee, transferee or assignee of Purchaser.~~

R15. Fax, email or other electronic signatures shall be binding and effective with the same force and effect as if they were original signatures of the parties. This agreement may be signed and delivered in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

R16. This Contract of Sale is subject to approval of the majority of the Town Board of the Town of Somers which must authorize the purchase of the property. Said authorization is further subject to a thirty (30) day Permissive Referendum period and the applicable public notice requirements of Town Law. The Closing of Title is expressly conditioned upon both the approval of the majority of the Town Board authorizing the purchase of the property and either the lapse of the required thirty (30) day permissive referendum period or passage of the referendum, if required thereby.

SELLER:

PURCHASER:

TOWN OF SOMERS

By: Robert Scorrano, Supervisor

Signed by:
Kimberley Barrett
886DCB51637E4FA
KIMBERLEY BARRETT
KIMBERLEY



PURCHASER'S RIDER TO CONTRACT OF SALE
Between
TOWN OF SOMERS, A MUNICIPAL CORPORATION, Seller
And
KIMBERLEY BARRETT, Purchaser
Premises
65 SIENNA DRIVE, SOMERS, NY 10589

1. In the event of any inconsistency between the provisions of this Rider and those contained in the printed Contract of Sale and or the Seller's Rider; then provisions of this Rider shall govern and be binding.
2. Seller represents that during their time of ownership they have not had the unit treated for the presence of mold and has no knowledge of the existence of same in the unit.
3. In the event of the death of the Purchasers prior to the closing, this contract may be terminated by the legal representatives of Purchasers. In such event of termination, the downpayment paid by Purchaser under this contract shall be refunded immediately by Seller to the Purchasers' legal representative. Such option to terminate the contract must be exercised within ten business days of Purchaser(s) death.
4. The Parties agree that no part of the Purchase Price is attributable to any tangible personal property that may be included in the sale, if any.
5. Delivery to Seller's attorney of a title report by regular mail or email satisfies any "written notice setting forth title objections" requirement of the Contract or any Rider attached thereto.
6. Seller shall pay the NYS Transfer Tax. Purchaser shall pay the Mansion Tax.
7. Seller agrees to correct the following items from the Purchaser's Inspection Report and perform the repairs in a good and workmanlike manner, prior to closing, at Seller's sole cost and expense: **The Primary bathroom first floor: Diverter handle does not turn in a smooth manner. No water was diverted to the shower head from the wand. Bathroom on second floor: No hot water present at the tub or the shower.**

8. Intentionally deleted.
9. Seller shall provide a credit of \$210.00 to Purchaser at closing for the cost of the Offering Plan.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THIS RIDER IS IN EFFECT AS PART OF THE ABOVE DESCRIBED CONTRACT OF SALE, NOTWITHSTANDING THAT IT IS NOT SIGNED BY THE PARTIES HERETO

Kim DeLucia

From: Teresa Stegner
Sent: Tuesday, April 28, 2026 2:15 PM
To: Kim DeLucia
Cc: Bob Kehoe
Subject: Please place on Town Board Agenda - Tax certiorari settlement refund for 247 Route 100 LLC
Attachments: 247 Route 100 LLC Tax cert judgement 2-24-2026.pdf; 2024 Tax cert refund for 247 Route 100.xlsx

*Sent to:
TB, TA, TC
5/1/26
KD*

Hi Kim,

Per the certiorari settlement notice of entry order and judgement of 2/24/2026, we must pay a Town tax refund of \$4,581.45 to the attorneys for the petitioner. Attached is the judgement and refund amounts.

Please place this on the next Town Board agenda for approval by the Town Board.

Thank you.

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

SAVAD CHURGIN
ATTORNEYS AT LAW

Paul Savad (1941-2020)
Joseph A. Churgin

Of Counsel
Susan Cooper
Donna Sobel

55 OLD TURNPIKE ROAD – SUITE 209
(Rt. 59 & THRUWAY EXIT 14)
NANUET, NEW YORK 10954

(845) 624-3820
Fax: (845) 624-3821
mail@savadchurgin.com

February 24, 2026

Via: Certified Mail RRR

Westchester County – Dept. of Finance
Michaelian Office Building
148 Martine Ave.
White Plains, NY 10601
Attn: Commissioner of Finance

Town of Somers
Assessor's Office
335 Route 202.
Somers, NY 10589
Attn: Receiver of Taxes

Somers Central School District
250 Route 202
Somers, NY 10589
Attn: Superintendent

Re: 247 Route 100 LLC v. Town of Somers
Index Nos: 69606/2024 and 71138/2025

Dear Sir/Madam:

Enclosed for service upon you please find a copy of the Order and Judgment Reducing Assessments signed by Judge Diane Clerkin, J.S.C. and entered on February 24, 2026.

A copy of the Notice of Entry is also enclosed, as well as proof of payment of taxes (to Westchester County Finance Dept.).

Please note that in accordance with the order "all parties shall abide by section 727 of Real Property Tax Law of the State of New York applicable to the 2025 year".

Therefore, the assessment reduction is also applicable to the 2026, 2027, and 2028 assessment years and a refund is due if payment has been made on any of the corresponding tax bill(s) that reflected the original assessment amount.

Without limitation, all refund checks should be made payable to "Savad Churgin", as attorneys for the Petitioner and forwarded to the address above by the date which payments must be made to avoid accrual of interest.

Please include a schedule detailing your calculations of the refund(s) with the applicable tax rate for each year, or a revised tax bill if applicable.

Very truly yours,



JOSEPH A. CHURGIN

JAC/dq
Enclosure

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

First Class Mail

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
247 ROUTE 100 LLC

Petitioner,

-against-

TOWN OF SOMERS, (Municipal Corporation),
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

For a Review under Article 7 of the Real Property Tax Law
of the State of New York for the 2024 and 2025 Assessment Rolls.

-----X
STATE OF NEW YORK)
)
COUNTY OF ROCKLAND)

**NOTICE OF ENTRY
ORDER AND
JUDGEMENT
Index Nos.:**

**69606/2024
71138/2025**

PLEASE TAKE NOTICE that the within is a true copy of the Order and
Judgment of the Westchester County Supreme Court, State of New York, signed by
Hon. Diane M. Clerkin, JSC, and entered in the office of the County Clerk on February
24, 2026.

Via First Class Mail to:
Roland A. Baroni, Jr., Esq., Senior Counsel
Abrams Fensterman, LLP
81 Main Street, Suite 400
White Plains, NY 10601

Dated: Nanuet, New York
February 24, 2026

SAVAD CHURGIN

Joseph A. Churgin

JOSEPH A. CHURGIN

RECEIVED

FEB 27 2026

ASSESSOR'S OFFICE
SOMERS, NEW YORK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X

In the Matter of the Application of

247 ROUTE 100 LLC

Petitioner,

- against -

TOWN OF SOMERS (Municipal Corporation),
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

For Review of the Assessment of certain Real Property in
the Town of Somers, New York for the 2024 and 2025
Assessment Rolls.

-----X

**STIPULATION OF
SETTLEMENT**

**Index No.
69606/2024
71138/2025**

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties hereto, that a proposed Order and Judgment, a copy of which is annexed hereto, shall be made and entered settling certain proceedings brought by the Petitioner to review the tax assessments fixed and imposed by the Town of Somers for the 2024 and 2025 assessment rolls, for purposes of taxation upon certain real property located at 247 Route 100 in the Town of Somers, and known as Section/Block/Lot: 28.10-1-6.1 on the official assessment map of said municipality, and providing that the assessed valuations of petitioner's property upon the assessment rolls of the Town of Somers be settled as follows:

STIPULATED AND AGREED, that the assessed valuations of Petitioner's property upon the assessment rolls of the Town of Somers be reduced, corrected and fixed as follows:

TAX LOT	YEAR	ORIGINAL ASSESSMENT	CORRECTED ASSESSMENT	ASSESSMENT REDUCTION
28.10-1-6.1	2024	\$ 722,000	\$ 440,100	\$ 281,900
	2025	\$ 722,000	\$ 398,250	\$ 323,750

and it is further

STIPULATED AND AGREED that the allocations between land and improvements, as reduced, shall be left to the sole discretion of the Assessor of the said municipality; and it is further

STIPULATED AND AGREED that section 727 of Real Property Tax Law of the State of New York applies and that the 2025 assessment above will apply to the 2026, 2027, and 2028 years; and it is further

STIPULATED AND AGREED that the Order and Judgment provide, pursuant to the Real Property Law of the State of New York, that the officer or officers having custody of the assessment rolls upon which the above mentioned assessments and any taxes levied thereon are entered shall correct said entries in conformity with this Order and Judgment and shall note upon the margin of said entered roll, opposite said entries, that the same have been corrected by the authorization of the Order and Judgment; and it is further

STIPULATED AND AGREED that the Order and Judgment provide that there shall be audited, allowed and paid by the Town of Somers, New York, to the Petitioner, the amount, if any, paid by the said Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order and Judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

STIPULATED AND AGREED that the Order and Judgment provide that the County Legislators of the County of Westchester, State of New York, be and are hereby directed and authorized to audit, allow and pay to the Petitioner the amounts, if any, of State, County, Judiciary, Sewer District and any other Westchester County special district taxes paid by the

Petitioner as taxes against the said crroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order and Judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

STIPULATED AND AGREED that the Order and Judgment provide that the Commissioner of Finance of Westchester County be served with a copy of this Order and Judgement with notice of entry, together with proof of payment of State, County, Judiciary, Sewer District and any other Westchester County special district taxes, and it is further

STIPULATED AND AGREED that the Order and Judgment provide that there shall be audited, allowed and paid by the Somers Central School District to the Petitioner, the amount, if any, of School District taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order and Judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

STIPULATED AND AGREED that the Order and Judgment provide that all said refunds to be made by respondents Town of Somers and/or Somers Central School District, and/or County of Westchester, or any of the various tax authorities, be made by check or draft, payable to the order of "Savad Churgin", as attorneys for the petitioner; and it is further

STIPULATED AND AGREED that the Order and Judgment further provide that the refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law, Section 726(2), however, interest is waived if refunds are paid within sixty (60) days after a copy of the Order with Notice of Entry is served upon the respective taxing authorities, together with proof of payment of taxes on the Westchester County Commissioner of Finance ; and it is further

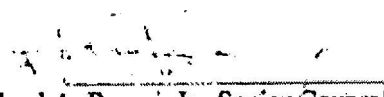
STIPULATED that an Order shall be submitted to the Court in the form annexed.

Date: January 23, 2026

Date: January 27, 2026



Jos A. Churgin, Esq
Savad Churgin
Attorneys for Petitioner
55 Old Turnpike Road, Ste. 209
Nanuet, NY 10954



Roland A. Baroni, Jr. Senior Counsel

THE OFFICE OF THE WESTCHESTER
COUNTY ATTORNEY HAS NO OBJECTION
TO THE ENTERING OF THE WITHIN
ORDER. 02 09 2026
DA: *Richard J. ...*
COUNTY ATTORNEY
THE COUNTY OF WESTCHESTER

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----x
In the Matter of the Application of

247 ROUTE 100 LLC

Petitioner,

- against -

TOWN OF SOMERS (Municipal Corporation),
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

For Review of the Assessment of certain Real Property in
the Town of Somers, New York for the 2024 and 2025
Assessment Rolls.

----- x

**ORDER AND JUDGMENT
REDUCING
ASSESSMENTS**

**Index No.
69606/2024
71138/2025**

Upon the Stipulation by the attorneys for the respective parties hereto, which provides for the settlement of certain proceedings brought by the petitioner to review the tax assessments fixed and imposed by the Town of Somers for the 2024 and 2025 assessment rolls, for purposes of taxation upon certain real property located at 247 Route 100 in the Town of Somers, and known as Section/Block/Lot: 28.10-1-6.1 on the official assessment map of said municipality, and providing that the assessed valuations of petitioner's property upon the assessment rolls of the Town of Somers be settled as follows:

NOW, on motion of SAVAD CHURGIN, attorneys for the petitioner, it is

ORDERED, ADJUDGED AND DECREED that the assessed valuations of Petitioner's property upon the assessment rolls of the Town of Somers be reduced, corrected and fixed as follows:

TAX LOT	YEAR	ORIGINAL ASSESSMENT	CORRECTED ASSESSMENT	ASSESSMENT REDUCTION
28.10-1-6.1	2024	\$ 722,000	\$ 440,100	\$ 281,900
	2025	\$ 722,000	\$ 398,250	\$ 323,750

and it is further

ORDERED, ADJUDGED AND DECREED that the allocations between land and improvements of said assessment, as reduced, shall be left to the sole discretion of the Assessor of the said municipality, and it is further

ORDERED, ADJUDGED AND DECREED that section 727 of Real Property Tax Law of the State of New York applies and that the 2025 assessment above will apply to the 2026, 2027, and 2028 years; and it is further

ORDERED, ADJUDGED and DECREED that the officer or officers having custody of the Assessment Rolls upon which the above mentioned assessments and any taxes levied thereon are entered shall correct said entries in conformity with this Order and Judgment and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authorization of this Order and Judgment, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid by the Town of Somers, New York, to the Petitioner, the amount, if any, paid by the said Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order and Judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the County Legislators of the County of Westchester, State of New York, be and are hereby directed and authorized to audit, allow and pay to the Petitioner the amounts, if any, of State, County, Judiciary, Sewer District and any other Westchester County special district taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments had

been determined by this Order and Judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the Commissioner of Finance of Westchester County be served with a copy of this Order and Judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer District and any other Westchester County special district taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid by the Somers Central School District to the Petitioner, the amount, if any, of School District taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order and Judgment, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED and DECREED that all tax refunds to be made by respondents Town of Somers and/or Somers Central School District, and/or County of Westchester, or any of the various taxing authorities, be made by check or draft, payable to the order of "Savad Churgin", as attorneys for the petitioner, and it is further

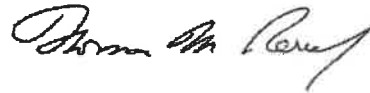
ORDERED, ADJUDGED and DECREED that the refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law, Section 726(2); however interest is waived if refunds are paid within sixty (60) days, after a copy of the Order with Notice of Entry is served upon the respective taxing authorities, together with proof of payment of taxes on the Westchester County Commissioner of Finance; and it is further

ORDERED, ADJUDGED and DECREED that the said tax review proceedings shall be settled without the allowance or payment of costs and disbursements to, by or against any party.

Westchester, New York

Date: February 17, 2026.


HON. DIANE M. CLERKIN



THE OFFICE OF THE WESTCHESTER
COUNTY ATTORNEY HAS NO OBJECTION
TO THE ENTERING OF THE WITHIN
ORDER.
DATED:

COUNTY ATTORNEY
THE COUNTY OF WESTCHESTER

Sent to:
TB, TA, TC
5/1/26
KD

Highway Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

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

NICHOLAS DEVITO
Superintendent of Highways

PAUL WESTHOFF
Deputy Supt. of Highways



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: NICHOLAS DEVITO
SUPT OF HIGHWAYS

DATE: MAY 1 2026

RE: Permission to Purchase – (2) 2026 RAM 5500 CAB/CHASSIS

The Superintendent of Highways request permission to purchase (2) two 2026 RAM 5500 CAB/CHASSIS 4WD 60" CA from Robert Green Truck Division Route 17 East Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of \$215,836.78 off the Onondaga County Contract #001117/0011142.

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

Yours truly,

Nicholas DeVito
Supt. of Highways

ROBERT GREEN TRUCK DIVISION
 ROUTE 17 EAST EXIT 107, P.O. BOX 8002
 ROCK HILL, N.Y. 12775

rev-04/01/08

PHONE 845-794-0300 FAX 845-794-0295

ONONDAGA COUNTY #0011171/ 0011142 STATEWIDE PIGGY BACK CONT TRUCKS TRUCK EQUIPMENT

4/30/2026

SOMERS, TOWN OF
 250 ROUTE 100
 PO BOX 281
 SOMERS, NY 10589
 CARL FURU
 JCKE1970@GMAIL.COM

CHASSIS LESS 12.39%/FACTORY OPTIONS LESS 10%/NON OEM OPTIONS LESS 50%

PH 845-591-9895
 FX
 VN 2026 RAM 5500 DUMP

		RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL
2	2026 RAM DP0L63 5500 REG CAB/CHASSIS, 4WD, 60" CA	58,310.00	51,085.39	\$102,170.78
2	FACTORY TO DEALER DESTINATION CHARGE		2,095.00	\$4,190.00
2	ETN-6.7 LITER CUMMINS DIESEL ENGINE	9,495.00	8,545.50	\$17,091.00
2	DFM-8 SPEED HD TORQUEFLIGHT AUTO TRANS	1,000.00	900.00	\$1,800.00
2	PW7-BRIGHT WHITE EXTERIOR/TXX8-HD GREY VINYL INTERIOR			
2	XHC-TRAILER BRAKE CONTROL			
2	XF1-DUAL ALTERNATORS RATED AT 480 AMPS	495.00	445.50	\$891.00
2	XAC-PARKVIEW BACK UP REAR CAMERA	495.00	445.50	\$891.00
2	INSTALL FACTORY BACKUP CAMERA		175.00	\$350.00
2	TSJ-225/70R19.5G OFF ROAD TIRES	995.00	895.50	\$1,791.00
2	A7B-TRADESMAN LEVEL 1 EQUIPMENT GROUP	2,595.00	2,335.50	\$4,671.00
2	AMP-CHROME APPEARANCE PACKAGE	\$ 1,525.00	\$ 1,372.50	\$2,745.00
2	AHQ-MAX TOW PACKAGE	\$595.00	\$535.50	\$1,071.00
2	AHD-HEAVY DUTY SNOW PLOW PREP GROUP	\$295.00	\$265.50	\$531.00
2	XNR-MANUAL DPF REGENERATION	\$345.00	\$310.50	\$621.00
2	ADE-ENGINE BLOCK HEATER	\$145.00	\$130.50	\$261.00
2	9'X96" 3-4 YD E-SERIES TIPPER, 14" SIDES, 20" TAILGATE, LB510SA ELEC	\$23,042.00	\$11,521.00	\$23,042.00
2	ACL-DEALER INSTALLED FIRE EXTINGUISHER AND REFLECTOR KIT	\$120.00	\$108.00	\$216.00
2	BOTH FOLD DOWN SIDES FOR 2 & 3-YARD TIPPER	\$1,466.00	\$733.00	\$1,466.00
2	DA ELECTRIC PUMP IN LIEU OF STD. SINGLE ACTING	\$700.00	\$350.00	\$700.00
2	THREE PATCHGATES - STAINLESS STEEL	\$5,950.00	\$2,975.00	\$5,950.00
2	VERTICAL SIDE BRACES & 3 PANEL TAILGATE	\$762.00	\$381.00	\$762.00
2	BOXED TOP RAIL	\$634.00	\$317.00	\$634.00
2	UPGRADE DUMP BODY TO STAINLESS STEEL	\$16,000.00	\$8,000.00	\$16,000.00
2	7 GAUGE FLOOR	\$634.00	\$317.00	\$634.00
2	BODY UPLIGHT	\$444	\$222	\$444.00
2	RGTD-PZ975 97.5DBL BACK UP ALARM	\$168.00	\$84.00	\$168.00
2	ANTICORROSION PROTECTION & UNDERCOAT	\$659.00	\$329.50	\$659.00
2	LUVERNE 415060-401631 7" GRIP STRUT SIDE STEPS	\$1,395.00	\$697.50	\$1,395.00
2	FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00	\$682.00
2	REAR TIMBREN LOAD BOOSTERS	\$914.00	\$457.00	\$914.00
2	7 WIRE FLAT TRAILER RECEPTACLE	\$318.00	\$159.00	\$318.00
2	PINTLE HOOK WITH "D" RINGS 12 TON CAP	\$602.00	\$301.00	\$602.00
2	STROBE LAMPS GREEN/AMBER REAR PILLARS	\$1,464.00	\$732.00	\$1,464.00
2	STROBE LAMPS CABSHIELD SIDE AND FRONT, GREEN/AMBER	\$3,000.00	\$1,500.00	\$3,000.00
2	BOSS 9.0' HEAVY DUTY STRAIGHT STEEL PLOW	16,412.00	8,206.00	\$16,412.00
2	SNOW DEFLECTOR	\$900.00	\$450.00	\$900.00

Kim DeLucia

Sent to:
TBITA,TC 4/30/26 KD

From: Stephen Krug
Sent: Thursday, April 30, 2026 1:16 PM
To: Kim DeLucia
Cc: Denise Schirmer
Subject: Expired Term - Somers Parks and Recreation Board

Kim,

I am finally following up on doing whatever I need to in order to be reappointed on the Parks & Rec board. I believe I need to be reappointed before I can get "Sworn in".

If all you need is a confirmation that I would like to maintain my position and/or be reappointed, can this email suffice as I am interested in doing so.

Please let me know what I can do to get this done for you.

Regards,

-Stephen

Stephen Krug

CREXA
CAPITAL ADVISERS LLC

Sent to:
TB, TA, TC
4/30/26
KA

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: April 14, 2026

To: Director of Finance: T10(913)

From: Steven Woelfle *SW*
Engineering Department

Re: **Somers Estates Subdivision – Florence Drive Extension
Snow Maintenance Deposit**

Attached is a check in the amount of \$1,920.00 posted by Reino Assets LLC, 371 Route 22, Goldens Bridge, NY 10526, in payment of the Snow Maintenance Deposit for Somers Estates Subdivision – Florence Drive Extension, as per memo to Town Board dated March 25, 2026.

Please deposit it in a Trust & Agency Account.

cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
4/30/26
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: April 15, 2026
To: Director of Finance T10(914)
From: Steven Woelfle SW
Engineering Department
RE: Erosion Control Bond
Raniolo SMESC and Tree Permit
26 Dr. Tony's Road
TM: 37.19-2-6

Attached is a check in the amount of \$500.00 posted by Gary Raniolo,
in payment of an Erosion Control Bond for 26 Dr
Tony's Road.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
4/30/26
RD

INTEROFFICE MEMORANDUM

TO: ROBERT SCORANNO, TOWN SUPERVISOR AND TOWN BOARD MEMBERS
FROM: PRINCESS GUERRA, NUTRITION PROGRAM DIRECTOR
SUBJECT: 2025 TRI-TOWN CONTRACT
DATE: 4/30/2026
CC: DIRECTOR OF FINANCE AND TOWN CLERK

The Director of the Senior Nutrition Program respectfully requests the Town Supervisor execute the 2025 Memorandum of agreement and corresponding vouchers among the Towns of Somers, North Salem and Lewisboro with regard to the Senior Nutrition Program.

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



2025
MEMORANDUM OF AGREEMENT AMONG THE
TOWNS OF SOMERS, LEWISBORO, AND NORTH SALEM,
with regard to
THE SENIOR CITIZEN NUTRITION PROGRAM

The Town of Somers will provide a Senior Citizen Nutrition Lunch Program meeting the requirements of the Older Americans Act and the rules and regulations of the New York State Office for the Aging for the persons qualifying in the Towns of Somers, Lewisboro and North Salem. Such services will be provided in accordance with the Town of Somers' agreement with the County of Westchester.

The Town of Somers may terminate this Agreement if its arrangement with Westchester County is terminated. If the program is terminated by Westchester County, Somers will promptly notify the supervisors of Lewisboro and North Salem.

The Towns of Lewisboro and North Salem will furnish (1) appropriate insurance in accordance with the requirements of Westchester County, if applicable and (2) proof of insurance and indemnities to Westchester County as might be required by Westchester County.

The Towns of Lewisboro and North Salem will provide the Town of Somers with proof of existing General Liability Insurance containing Broad Form Contractual Liability coverage in the amounts listed below:

\$500,000 per occurrence for bodily injury
\$100,000 per occurrence for property damage

The Town of Somers will provide the Towns of Lewisboro and North Salem with certificates of insurance in like amounts and naming each as an additional insured with respect only to the activities at the congregate site.

If transportation is furnished by the Town of Lewisboro or the Town of North Salem, that town will provide proof of existing Automobile Liability Insurance coverage in the amounts listed below and in which the Town of Somers is named as an additional insured with respect to the Nutrition Program:

\$1,000,000 per occurrence for bodily injury
\$100,000 per occurrence for property damage

Nothing arising out of this agreement shall create or give to any third parties a claim or right of action.

The Town of Lewisboro agrees to pay the Town of Somers the sum of \$43,974.46 and the Town of North Salem agrees to pay the Town of Somers the sum of \$32,338.01 as indicated in the schedule below:

	<i>WIN - Wellness in Nutrition</i>
<i>Lewisboro</i>	<i>\$43,974.46</i>
<i>North Salem</i>	<i>\$32,338.01</i>
<i>Somers</i>	<i>\$217,061.24</i>

It is further understood that the attendance from each town impacts the cash amounts provided for in this Agreement.

In the event extraordinary and unanticipated expenses are incurred by the Nutrition Program, these expenses will be apportioned among the three towns according to percentage of attendance as indicated in the attached schedule for both the WIN, Wellness in Nutrition Program.

The period of time covered by this agreement is from January 1, 2025 to December 31, 2025.

**Robert Scorrano, Town Supervisor
Town of Somers**

**Tony Gonçalves, Town Supervisor
Town of Lewisboro**

**Warren Lucas, Town Supervisor
Town of North Salem**

**2025 NUTRITION PROGRAM
LEWISBORO, NORTH SALEM, SOMERS
WIN**

Wellness in Nutrition - WIN

1. SALARIES

Program Director				56,348
Site Manager				40,696
Food Svc Help - F.T.				36,885
Intermediate Clerk - P.T.				13,597
Chauffeur - 50.00%				25,154
			Total Salaries	172,680

2. EMPLOYEE BENEFITS

Program Director				
Health Insurance				8,203
Dental Insurance				445
Optical Insurance				27
Life Insurance				250
Retirement (Tier 6 at 12.60%)				7,100
Social Security (6.2%)				3,494
Medicare (1.45%)				817
MTA (.34%)				192
Workers' Compensation (1.035%)				550
Site Manager				
Health Insurance				0
Dental Insurance				1,406
Optical Insurance				67
Life Insurance				250
Retirement (Tier 6 at 12.6%)				5,128
Social Security (6.2%)				2,523
Medicare (1.45%)				590
MTA (.34%)				138
Workers' Compensation (1.035%)				373
Food Svc Helper - F.T.				
Health Insurance				11,718
Dental Insurance				445
Optical Insurance				27
Life Insurance				250
Retirement (Tier 4 at 19.3%)				7,119
Social Security (6.2%)				2,287
Medicare (1.45%)				535
MTA (.34%)				125
Workers' Compensation (1.035%)				360
Intermediate Clerk - P.T.				
Health Insurance				0
Dental Insurance				0
Optical Insurance				0
Life Insurance				0
Retirement (Does not contribute)				0
Social Security (6.2%)				843
Medicare (1.45%)				197
MTA (.34%)				46
Workers' Compensation (1.035%)				133
Chauffeur - 50% of time				
Health Insurance				14,145

Dental Insurance				615
Optical Insurance				51
Life Insurance				190
Retirement (Tier 4 at 19.30%)				4,855
Social Security (6.2%)				1,560
Medicare (1.45%)				365
MTA (.34%)				86
Workers' Compensation (3.305%)				803
			Total Benefits	78,304
3. CONTRACTUAL				
6773.401 Subcontractor - Food				175,286
.402 Telephone				493
.404 Tray Goods/Utensils				11,864
.406 Miscellaneous				1,945
.407 Cold Food - Milk				0
.408 Janitorial Supplies				250
.775 Transportation - Transportation of Food from Central Kitchen				1,826
			Total Contractual	191,663
TOTAL WIN EXPENSES				442,647
LESS REVENUES:				
FED GRANT IIIC-2				15,417
PROGRAM CONTRIBUTIONS WIN				36,158
STATE GRANT WIN				82,000
NSIP				15,698
			TOTAL REVENUES	149,273
WIN			TOTAL EXPENSES TO BE SHARED BY TOWNS	293,374
Towns participated at the following rates:			Number of Meals	Participation
Somers			19,922	73.99%
North Salem			2,968	11.02%
Lewisboro			4,036	14.99%
			26,926	100%
Somers' Share			\$ 217,061.24	74%
North Salem's Share			\$ 32,338.01	11%
Lewisboro's Share			\$ 43,974.46	15%
			\$293,374	

Sent to:
TB, TA, TC
4/30/26
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR, ROBERT SCORRANO AND MEMBERS OF THE TOWN BOARD
FROM: SENIOR PROGRAMS DIRECTOR, PRINCESS GUERRA
SUBJECT: 2024 TITLE III-C/NSIP & NUTRITION RELATED SERVICES CONTRACT AMENDMENT
DATE: 4/30/2026
CC: TOWN CLERK AND FINANCE DIRECTOR

The Director of the Somers Senior Programs, respectfully requests the Town Supervisor and members of the town board to execute the 2024 Title III-C/NSIP contract amendment with the Department of Senior Programs and Services.



Kenneth W. Jenkins
County Executive

Department of Senior Programs and Services

Mae Carpenter
Commissioner

April 23, 2026

Ms. Princess Guerra
Director, Somers Nutrition Program
Town of Somers
PO Box 236
Lincolndale, NY 10540

RE: Amendment to the Title III-C/NSIP Nutrition Services Contract, PY 2024

Dear Ms. Guerra:

Attached to the e-mail that was sent with this letter is a blank copy of the amendment to the Title III-C1, III-C2 and Nutrition Services Incentive Program (NSIP) contract for Nutrition Services provided by the **Town of Somers** for the program period commencing on January 1, 2024 and continuing through December 31, 2024. The contract is being amended to increase III-C funding by \$29,164.26. This includes an increase of \$8,699.05 for the III-C1 program and \$20,465.21 for the III-C2 program, due to additional funding provided to the County by the New York State Office for the Aging. As a result, the aggregate not to exceed amount of the contract has changed from \$38,632.00 to \$66,158.76. Included within the aggregate total are NSIP funds that have been previously disbursed for the funding year October 1, 2023 through September 30, 2024. The following is the breakdown of the amended III-C1 and III-C2 funding allocated to the department for the 2024 program year.

PROGRAM	ORIGINAL FUNDING	ADDITIONAL FUNDING	AMENDED FUNDING (ORIGINAL & ADDITIONAL)
III-C1	\$18,064.00	\$8,699.05	\$26,763.05
III-C2	\$15,417.00	\$20,465.21	\$35,882.21

The Amendment also consists of a Revised Schedule "B", which replaces Schedule "B" in the original contract.

You MUST use the original contract documents that we have provided for the amendment. NO ALTERATIONS may be made to the amendment without the prior consent of the Dept. We also recommend that you keep an electronic copy of the amendment on hand in the event that you need to reprint a page. With the exception of the applicable Excel Pages, DO NOT fill out the amendment electronically as we want to maintain the integrity of the document. Noncompliance with these requests will result in the contract returned to your agency.

Please **print a hard copy of the entire amendment** and fill it out making sure that where signatures are required on all documents that they are original. Return the ENTIRE originally signed amendment to me at the address in the footer on the first page. COPIED signatures are unacceptable.

Please direct program-related questions to your program liaison Patricia Szeliga 914-813-6432, or via e-mail at pls3@westchestercountyny.gov. You may also contact me at 914-813-6058 or via e-mail at benl@westchestercountyny.gov for questions pertaining to the processing of the contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Bency Liju", written over a horizontal line. There are two small dots below the line.

Bency Liju
Program Administrator (Contract Management)

Attachments

THIS AMENDMENT made _____, 2026 by and between:

THE COUNTY OF WESTCHESTER, a corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

TOWN OF SOMERS a municipal corporation organized under the laws of the State of New York, having an office and place of business at **P.O. Box 236, Lincolndale, NY 10540** (hereinafter referred to as the “Municipality” and together with the County hereinafter referred to as the “Parties”)

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Senior Programs and Services (“Department”), has been awarded grants by the New York State Office for the Aging (“NYSOFA”) pursuant to Titles III-C1, III-C2 and the Nutrition Services Incentive Program (“NSIP”) of the Older Americans Act to provide various social and nutrition services to elderly residents of the County (the “Program”); and

WHEREAS, on or about October 22, 2024, the Parties entered into an agreement pursuant to which the Municipality agreed to provide Program services to elderly residents in the County for the period from January 1, 2024 through December 31, 2024 (the “Agreement”); and

WHEREAS, the County was notified by NYSOFA that it would be awarding additional funding to the County; and

WHEREAS, the County would like the Contractor to use the additional funding to continue providing Program services; and

WHEREAS, the Parties now desire to amend the Agreement to increase the not-to-exceed amount by a portion of the amount of additional funding awarded to the County.

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

1. The Parties desire to amend the Agreement to increase the total not-to-exceed amount authorized thereunder by an additional \$29,164.26, in accordance with the revised budget attached hereto and made a part hereof as Revised Schedule “B”, which shall replace Schedule

“B” attached to the original Agreement. Accordingly, the first sentence of the first full paragraph of Section “2” of the Agreement is hereby deleted in its entirety and the following is substituted in its place:

“For the Services to be provided pursuant to Paragraph “1”, the County shall pay the Municipality an aggregate amount not-to-exceed \$66,158.76 in federal funds, subject to appropriation and payable on a monthly basis at the rates set forth in Schedule “B” for meals provided by the Municipality during the term of this Agreement, and if applicable, the Municipality will also be reimbursed for certain nutrition-related expenses actually incurred and paid by the Municipality as set forth in Schedule “B.”

2. Except as otherwise specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect upon the Parties.

[NO FURTHER TEXT ON THIS PAGE]

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 202_ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement

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

THE COUNTY OF WESTCHESTER

By _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

TOWN OF SOMERS

By _____
Name:
Title:

Approved by the Westchester County Board of Legislators pursuant to Act No. 2024-119 adopted on the 30th day of March 2026.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester
CON#

S:\Contract\ZORN\SRS\IMA-Grant Legislation\NYSOFA IIIC & NSIP IMAs 2024\2024\IMA Amendment Template\Title IIIC & NSIP IMAs Amendment - IMA Template 4.1.26.docx

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Official other than official signing contract)

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

a Municipal Corporation duly organized and in good standing under the laws of the State of New York that _____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipality)

was, at the time of execution _____ of the Municipal Corporation
(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 202_ 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 officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date:

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

REVISED SCHEDULE "B"

**TITLE III-C 1 & TITLE III-C 2 NUTRITION PROGRAMS
&
NUTRITION SERVICES INCENTIVE PROGRAM**

OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED

SUBMITTED BY:

TOWN OF SOMERS

(MUNICIPALITY)

PERIOD COVERED:

**JANUARY 1, 2024 TO DECEMBER 31, 2024
OCTOBER 1, 2023 TO SEPTEMBER 30, 2024 – NSIP
ONE (1) COPY MUST BE MAINTAINED BY
EACH OF THE INDIVIDUALS LISTED ON
PAGE 2, ITEM NUMBER 7 OF SCHEDULE "C"**

SEND TO:

**WESTCHESTER COUNTY DEPARTMENT
OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 TITLE III-C & 2023 - 2024 NSIP**

SCHEDULE "B"

TABLE OF CONTENTS

	PAGE
Allocation Strategy and Reimbursement System	1a – 1c
Unit Cost for Nutrition Program Year 2024	2
Excel Docs:	
Budget Form: Unit Cost Reimbursement 2024 - Title IIIC-1	3a
Budget Form: Unit Cost Reimbursement 2024 - Title IIIC-2	4a

- * Pages marked with an asterisk require original signatures and dates. Include page(s) only for the service(s) which is (are) being provided

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 TITLE III-C & 2023 - 2024 NSIP**

ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM

The Westchester County Department of Senior Programs and Services (DSPS) is challenged to meet the ever increasing demand for needed services with declining resources. It is critical that available resources be managed in the most effective and efficient manner possible.

Local municipal services for case management and information and assistance are targeted to 5 of the county's 6 cities and 11 municipalities that total 84.13% of the weighted senior population. DSPS and other countywide agencies provide services to seniors not living in those communities. Supplemental funds are issued to 4 communities to provide these services.

The DSPS Allocation Schedule labels each service by the following six status designations for each category:

1. **Mandated – 1 (M-1)**: Service is mandated by funding source for countywide services and municipalities with more than 20% of the county's senior population and the provider has the highest priority for funding at the minimal required level.

2. **Mandated – 2 (M-2)**: Service is mandated or discretionary service with components of a countywide service for frail elderly and/or capacity building to serve growing elderly population through strategic partnerships, network management and new ventures in volunteerism including outreach through public information and self-empowerment through community education and training.

3. **Mandated – 3 (M-3)**: Overfunded, mandated service for local services that can be provided on a countywide basis or countywide service that can be provided locally.

4. **Discretionary – 1 (D-1)**: Discretionary Service includes stand-alone community education and public information.

5. **Discretionary – 2 (D-2)**: Discretionary Service includes recreation, special events on a countywide basis.

6. **Discretionary – 3 (D-3)**: Discretionary Service includes intergenerational and special populations and other non-mandated life enrichment programs.

DSPS has been able to create and develop new initiatives to enhance the quality of life and preserve the independence and dignity of older persons and their caregivers with new funding in the past several years. However, due to the changing economic climate there is no guarantee that current funding will be maintained at the same level the following year.

Priority Services information required by the National Aging Program Information System (NAPIS) is reported through PeerPlace reporting system. PeerPlace collects information on what services are provided, who is being served, how many service units and when services are provided to an individual on an unduplicated basis. Every service that is funded is reported though PeerPlace in terms of units provided and people served. No manual data is submitted to state and federal funding sources.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 TITLE III-C & 2023 - 2024 NSIP**

ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM (Cont'd.)

The Administration on Aging, US Department of Health and Human Services funded the National Aging Information Center to prepare the Guide to Performance-Based Management: Concepts and Approaches for the National Aging Network for area agencies on aging. The Guide points out that "New and changing requirements for aging programs place a premium on effective management by the Aging Network. In recent years, the thrust of management practice, both in the public and private sector, has been toward a "results" orientation. Accountability is tied to clearly defined measurable results and increasingly so is the budget."

Performance-Based Management is built on three pillars - explicit performance expectation, performance contracting, and ongoing performance assessment based on accurate data.

Performance-Based Management focuses on bringing outcomes, quality and costs together. A price tag, value or unit cost is placed on achievement of specific outcomes. The cost-effectiveness of the service, program or service delivery system relative to explicit expectations are measured. In other words, "Is the return of sufficient value that continued funding at the same or a higher level warranted?" Also, "What are the opportunity costs of continuing to use limited funding on the same set of services and/or providers, and what other promising ideas or approaches are never pursued?"

Whenever performance-based funding for a service is implemented, funding for subsequent years will be based upon the expenditure/performance for the previous program year. If the Municipality is unable to meet service goals that meet required standards for residents within a municipality or region during a program year, new and/or additional providers will be sought for the next program year to serve those residents.

Services that are reimbursed on a unit cost basis have included in-home services, employment program and the nutrition services. The unit cost breakdowns for the nutrition programs are included later in this document. Nutrition program contractors are reimbursed on a performance unit cost basis. Nutrition contractors will submit claims with the required back-up documentation showing the number of meals purchased or prepared, the sign-in sheets and the contribution collected. They will be reimbursed in the following manner:

$$\begin{aligned} & \text{Total Meals Served x Gross Unit Cost} \\ & \text{Less the Local Share for Title IIIC} \\ & \text{Less \$1.30 contribution/meal} \\ & \underline{\text{Less USDA of \$0.74 per meal}} \\ = & \text{ The federal/state reimbursement, limited to the projected number of meals} \end{aligned}$$

Many nutrition contractors have gross unit costs less than the countywide average. This is due to a greater use of volunteers and/or additional other resources from the municipality. Therefore, the number of meals budgeted for 2024 based upon the countywide federal/state average will be lower than the actual meals those contractors will be able to serve with the same money. Contributions may exceed the average of \$1.30 per meal, which is another source for serving more meals than is projected.

WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 TITLE III-C & 2023 - 2024 NSIP

ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM (Cont'd.)

Vouchering System

The Department of Senior Programs and Services will track and monitor Municipality's service deliveries on a monthly reporting basis through the NYSOFA Client Statewide Data System (PeerPlace) reporting system. Vouchers will be submitted each month for each specific service. When a voucher is submitted reviews are conducted by DSPS staff to determine if the contract's performance goals and objectives are being met in a fiscally responsible and appropriate fashion. The actual number of elderly served and units of service are compared to annual goals set forth in the contractual agreement and a percentage is calculated to show how well they are meeting their goals. The Vouchering System will reimburse Municipality based on the calculated performance percentage for either number of people served or number of units served.

- Claims will only be paid based on summary reports in the PeerPlace system. The number of elderly served and units provided for each service each month must be entered into PeerPlace each month. The PeerPlace data must agree with the claim amount for that month and that particular service. DSPS Program staff will monitor fiscal claims to ensure the number of units or persons reported for the month corresponds to the PeerPlace data.
- A hard copy of the PeerPlace report on the number of units and people served must accompany each claim form. DSPS Program staff will sign off on each claim prior to Fiscal processing. Monthly payments will be made on a unit cost basis or a per person cost basis only.
- Payment will be capped at 1/12 of the total allocation each month. At the end of the year adjustments will be made to the final claim to address extreme cyclical periods.

Funding for subsequent years will be based upon service delivery performance of the previous program year.

WESTCHESTER COUNTY
 DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
 2024 TITLE III-C & 2023 - 2024 NSIP

UNIT COSTS FOR NUTRITION PROGRAM YEAR 2024

Title III-C-1 Congregate Meals & Title III-C-2 Home Delivered Meals

Federal Reimbursement per Meal @ \$9.62

FOOD		OTHER PROGRAM COSTS		TOTAL	REIMBURSEMENT RATE	
\$3.17	Federal Share	Federal	\$6.45	Federal	\$9.62	75%
<u>\$1.06</u>	<u>Local Share</u>	<u>Local</u>	<u>\$2.15</u>	<u>Local Share</u>	<u>\$3.21</u>	
\$4.23	Net Cost of Meal	Total	\$8.60	Net	\$12.83	
	Federal Estimated Nutrition Services Incentive Program					
\$0.74						
<u>\$1.30</u>	<u>Uniform Food Contribution</u>					
	Gross Food Costs based upon Westchester County					
\$6.27	Regional Kitchen Costs					

Gross Unit Cost Per Meal Without Nutrition Services Incentive Program = \$14.87 - \$0.74 = \$14.13

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS & SERVICES
REVISED BUDGET FORM
UNIT COST REIMBURSEMENT - 2024**

TOWN OF SOMERS
Municipality

**TITLE III-C-1
GRANT**

	BUDGET CATEGORY	TITLE IIIC-1 CONGREGATE MEALS, OTHER SERVICES & ADMINISTRATIVE MANAGEMENT COSTS
1.	FEDERAL ALLOCATION	\$26,763.05
2.	Line 1 ÷ .75	\$32,785.05
3.	Local Share (Line 2 - Line 1)	\$6,022.00
4.	Number of Meals Budgeted on a Unit Cost Basis @ \$9.62 per meal (Line 1 ÷ \$9.62)	2,782
5.	Title IIIC-1 Total Performance-Based Meal costs @ \$14.87 per meal (Line 4 x \$14.87)	\$41,369.00
6.	Actual Nutrition Services Incentive Program Funding	\$1,484.64
7.	Budgeted Contributions @ \$1.30 per meal (Line 4 x \$1.30)	\$3,617.00
8.	Municipality Projected Meals to be Served (Complete Lines 9 through 12 ONLY if the meals projected on Line 8 are greater than the meals budgeted on Line 4)	
9.	Difference Between Budgeted Meals in Line 4 and Projected Meals (Line 8 - Line 4)	
10.	Total Cost for Additional Meals @ \$14.13 x Line 9	
11.	Additional NSIP Funding (Line 9 x \$ 0.74)	
12.	Total Contributions = Municipality Average per meal contribution from Line 12 of last voucher _____ x the greater of Line 4 or Line 8 (indicate month used: _____)	
13.	Budgeted Contributions Surplus/Deficit (Line 12 - Line 7)	
14.	Municipality Other Resources needed for additional meals (Line 10 - Line 11 - Line 13) If Line 13 is negative it will be added instead of subtracted. If Line 14 is negative there is a surplus and Municipality must complete page 2 before completing Lines 16 & 17, and enter on line 15	
15.	Total Non-Recurring Costs from Page 2 of the Budget	
16.	TOTAL ALL RESOURCES (Line 2 + Line 6 + Line 11 + Line 14 (if 14 is positive) or Line 15)	
17.	TOTAL Gross Per Meal Cost (Line 16 ÷ the greater of Line 4 or Line 8)	

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
REVISED BUDGET FORM
UNIT COST REIMBURSEMENT - 2024**

TOWN OF SOMERS
Municipality

**TITLE III-C-2
GRANT**

	BUDGET CATEGORY	TITLE III-C-2 HOME DELIVERED MEALS, OTHER SERVICES & ADMINISTRATIVE MANAGEMENT COSTS
1.	FEDERAL ALLOCATION	\$35,882.21
2.	Line 1 ÷ .75	\$41,021.21
3.	Local Share (Line 2 - Line 1)	\$5,139.00
4.	Number of Meals Budgeted on a Unit Cost Basis @ \$9.62 per meal (Line 1 ÷ \$9.62)	3,730
5.	Title III-C-2 Total Performance-Based Meal costs @ \$14.87 per meal (Line 4 x \$14.87)	\$55,466.00
6.	Actual Nutrition Services Incentive Program Funding	\$2,028.86
7.	Budgeted Contributions @ \$1.30 per meal (Line 4 x \$1.30)	\$4,849.00
8.	Municipality Projected Meals to be Served (Complete Lines 9 through 12 ONLY if the meals projected on Line 8 are greater than the meals budgeted on Line 4)	
9.	Difference Between Budgeted Meals in Line 4 and Projected Meals (Line 8 - Line 4)	
10.	Total Cost for Additional Meals @ \$14.13 x Line 9	
11.	Additional NSIP Funding (Line 9 x \$ 0.74)	
12.	Total Contributions = Municipality Average per meal contribution from Line 12 of the last voucher report \$ _____ x the greater of Line 4 or Line 8 (indicate month used: _____)	
13.	Budgeted Contributions Surplus/Deficit (Line 12 - Line 7)	
14.	Municipality Other Resources needed for additional meals (Line 10-Line 11-Line 13) If Line 13 is negative it will be added instead of subtracted. If Line 14 is negative there is a surplus and Municipality must complete page 2 before completing Lines 16 & 17, and enter on line 15	
15.	Total Non-Recurring Costs from Page 2 of the Budget	
16.	TOTAL ALL RESOURCES (Line 2+Line 6+Line 11+Line 14 (if 14 is positive) or Line 15)	
17.	TOTAL Gross Per Meal Cost (Line 16 ÷ the greater of Line 4 or Line 8)	