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/REGULAR MEETING - 7:00PM
THURSDAY, JULY 9, 2026

www.somersny.gov

6:00pm Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Work Session / Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS:

1. Proposed Local Law to amend the Code of the Town of Somers to add Chapter 78 entitled Fire Department Access and Master Key Requirements for Multifamily Residential Buildings and Apartment Buildings.

2. Proposal to amend the Zoning Code of the Town of Somers related to the notice requirements for zoning map amendments and the notice requirements for landlocked parcels subject to site plan and subdivision approval (the "Proposed Action").

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

IV. APPROVAL OF MINUTES:

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

VI. ***BUSINESS OF THE BOARD:***

A. ***TOWN BOARD:***

1. Town of Somers – Update

2. Proposed Somers Water District #2 - Overview, Discussion, and Public Hearing Scheduling

3. Consider resolution to NYS DOT requesting that they conduct a traffic study and consider reducing the speed limit on Route 100 from 45 MPH to 35 MPH, beginning just south of the Somers Business Historic District and continuing to the intersection of Route 138 from 45mph to 35mph. – Discussion

4. Purchase two electric gators using Crest grant – Discussion

5. Koegel Park Agreement - Discussion

6. Request July 4th as a Designated Holiday for the Police Department in lieu of a Floating Holiday – Discussion

7. Award bid for the renovation of the Somers Library Teen Room – Discussion

8. Engineering services bid request for Replacement of the Somers Library HVAC - Discussion

9. Bureau of Fire Prevention - Proposed Local Law - Hydrant Color Coding – Discussion

10. EDR Shared Services Intergovernmental Agreement (IGA) - Contract #X052108 – Discussion

11. Ratify the Supervisor's signature on the Policyholder Disclosure for the Notice of Terrorism Insurance Coverage with Berkley National Insurance Company for the period of July 1, 2026 through June 30, 2027, per June 29, 2026 email from Robert Kehoe, Director of Finance.

12. Ratify the Supervisor's signature on the Policyholder Disclosure for the Notice of Terrorism Insurance Coverage with Pennsylvania Manufacturers Indemnity Company for the period of July 1, 2026 through June 30, 2027, per July 2, 2026 email from Robert Kehoe, Director of Finance.

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

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

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

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. Parks and Recreation Board (1- 3-year term ending 3/9/2029.)
    e. Partners in Prevention Committee (1- 3-year term ending 12/31/2026.)

2. **Upcoming Vacancies - Terms Expiring in 2026:**
    a. Affordable Housing Board (1- 2-year term ending 7/11/2026.)
    b. Assessment Board of Review (1- 5-year term ending 9/30/2026.)

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

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

H. *CONSENSUS AGENDA*:

1. Accept the following Bond per the June 22, 2026 memo from Steven Woelfle, Engineering Department:
    a. $200.00 – Erosion Control Bond
    Lian Wetland and SMESC Permit

2. Authorize the Supervisor to execute:
    a. The renewal contract for the Town's Insurance with Travelers for the period of July 1, 2026 through June 30, 2027, per July 1, 2026 email from Robert Kehoe, Director of Finance, retro to July 1, 2026.
    b. The renewal contract for the Town's Workers Compensation Insurance with PERMA for the period of July 1, 2026 through June 30, 2027, per July 1, 2026 email from Robert Kehoe, Director of Finance, retro to July 1, 2026.
    c. The Westchester County Department of Health permit to operate the Nutrition Program at the Van Tassell House from September 1, 2025 through August 31, 2026 per memo dated July 2, 2026 from Princess Guerra, Nutrition Program Director.

SOMERS TOWN BOARD
WORK SESSION/REGULAR MEETING - 7:00PM
THURSDAY, JULY 9, 2026
www.somersny.gov

2026 Calendar

July 9, 2026	7:00pm	Town Board Combined Work Session/Regular Meeting **Public Hearing** Proposed Local Law to amend the Code of the Town of Somers to add Chapter 78 entitled Fire Department Access and Master Key Requirements for Multifamily Residential Buildings and Apartment Buildings. **Public Hearing** Proposal to amend the Zoning Code of the Town of Somers related to the notice requirements for zoning map amendments and the notice requirements for landlocked parcels subject to site plan and subdivision approval (the "Proposed Action").
August 6, 2026	7:00pm	Town Board Combined Work Session/Regular Meeting
September 3, 2026	7:00pm	Town Board Work Session
September 10, 2026	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC
6/29/26
KD

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on July 9, 2026 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to amend the Code of the Town of Somers to add Chapter 78 entitled Fire Department Access and Master Key Requirements for Multifamily Residential Buildings and Apartment Buildings

All persons having an interest in the proposed local law are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed local law will be available upon request.

By Order of the Town Board
of the Town of Somers

Patricia Kalba
Town Clerk

Dated: June 11, 2026

Robert Scorrano

From: Ken Kearney <kkearney@kearneyrealtygroup.com>
Sent: Wednesday, July 8, 2026 9:47 AM
To: Robert Scorrano
Subject: Knox Box requirement

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Sent to: TB, TA, TC 7/8/26 KD

Supervisor Scorrano,
I am writing to support the resolution requiring Knox Boxes on multifamily dwellings.
The presence of a Knox Box allows the Fire Dept access and avoids unnecessary delays in the time of an emergency.
In addition to installing a Knox Box, it may be beneficial to post the contact number of the person to call in case of an emergency alongside it.
If you have any questions, feel free to contact me.
Thanks

--
Ken Kearney
Kearney Realty & Development Group
57 Route 6, Suite 207
Baldwin Place, New York 10505
Phone: (845) 306-7705
Fax: (845) 306-7707
Email: KKearney@KearneyRealtyGroup.com

Sent to:
TB, TA, TC
6/29/26
KD

NOTICE –

ZONING TEXT

REVISIONS FOR PUBLISHING AND POSTING OF PROPOSED ZONING MAP AMENDMENTS, SITE PLAN AND SUBDIVISIONSCHEDULING OF PUBLIC HEARING

Issued by Town of Somers Town Board Westchester County, New York

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

The Town Board of the Town of Somers, Westchester County, New York, has initiated a proposal to amend the Zoning Code of the Town of Somers related to the notice requirements for zoning map amendments and the notice requirements for landlocked parcels subject to site plan and subdivision approval (the "Proposed Action").

The Somers Town Board at its meeting of June 11, 2026 declared itself as Lead Agency with regard to this Proposed Action under the procedures and requirements of SEQRA and Chapter 92 of the Somers Town Code and did schedule a public hearing to be held at the Somers Town House on July 9, 2026 at 7:00 PM. All member of the public are invited to be heard.

The Proposed Action is an Unlisted Action under SEQRA.

LEAD AGENCY: Town Board, Town of Somers
Somers Town House
335 Route 202
Somers, New York 10589

TITLE OF ACTION: Proposed Public Notice Requirements For Zoning Map Amendments and For Landlocked Parcels

DESCRIPTION OF ACTION: The Proposed Action is a zoning text amendment.

LOCATION: Town-wide

Contact: David B. Smith, Director of Planning
335 Route 202
Somers, New York 10589

Telephone: 914-277-5366 email: directorofplanning@somersny.gov

PUBLIC HEARING NOTICE: The Town of Somers Town Board has scheduled a public hearing for Thursday, July 9, 2026 at 7:00 PM at Town Hall 335 Route 202, Somers, NY 10589. The public hearing is being held pursuant to §264 on New York State Law and §1-8 of the Somers Town Code.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF SOMERS

Patricia Kalba

Sent to:
TB, TA, TC
7/9/26
KD

At a meeting of the Town Board of the Town of Somers at the Town Hall, 335 Route 202, Somers, New York in the Town of Somers, Westchester County, New York, on the 9th day of July, 2026 at 7:00 p.m.

PRESENT:

Hon. Robert Scorrano
Anthony Cirieco
William Faulkner
Richard Clinchy
Gina Arena

---X

In the Matter of the Establishment of the Somers Water District No. 2 in the Town of Somers, Westchester County, New York, pursuant to Article 12-A of the Town Law

ORDER CALLING PUBLIC HEARING

---X

WHEREAS, the Town Board of the Town of Somers, County of Westchester, State of New York (the "Town Board"), is considering the establishment of a water district to be known as the Somers Water District No. 2 (the "District"), pursuant to Article 12-A of the New York State Town Law; and

WHEREAS, a map, plan and report dated June 17, 2026 (the "Map, Plan, and Report") has been prepared in such manner and in such detail as determined by the Town Board, by Woodard & Curran, engineers duly licensed by the State of New York, and submitted to the Town Board; and

WHEREAS, a copy of the Map, Plan, and Report has been duly filed in the office of the Town Clerk of said Town and is available for public inspection during normal business hours; and

WHEREAS, said Map describes the boundaries of the proposed District more particularly described as follows:

SEE SCHEDULE A

WHEREAS, said Map shows the nature and general scope of the improvements to be made and a general plan of the proposed District, including the transmission mains and appurtenant facilities to be connected to the existing water mains, all as more particularly set forth in the Map, Plan, and Report; and

WHEREAS, the proposed improvements consist generally of construction and installation of water mains, appurtenances, hydrants, valves, service connections, and related or ancillary work, all as more particularly set forth in the Map, Plan, and Report; and

WHEREAS, the estimated maximum cost of the proposed improvements is approximately Four Million Thirty-Eight Thousand Eight Hundred Ninety and 00/100 Dollars ($4,038,890.00), and it is proposed that such cost be financed as follows: Two Million Dollars ($2,000,000.00) from the United States Environmental Protection Agency via the Congressionally Directed Spending grant, Two Million Dollars ($2,000,000.00) from the New York States Environmental Facilities Corporation via the New York State Water Infrastructure Improvement Act (Public Law No: 115-436) funds, and Two Hundred Ninety-One Thousand Three Hundred Two and 00/100 Dollars ($291,302.00) from the Bipartisan Infrastructure Law Emerging Contaminants grant, all as more particularly described in the Map, Plan and Report; and

WHEREAS, pursuant to Article 12-A of the New York State Town Law, the Town Board is required to hold a public hearing upon the proposed establishment of the District and the improvements described in the Map, Plan and Report, at which hearing all interested persons shall be heard concerning the same.

NOW, on motion of Councilman ________________, seconded by Councilman ____________________, it is hereby

ORDERED, that the Town Board of the Town of Somers shall meet and hold a public hearing at the Somers Town Hall, 335 Route 202 in said Town on the 6th day of August 2026, at 7:00 p.m. in that day to consider the establishment of the Somers Water District No. 2 and the improvements described in the Map, Plan and Report, and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law; and it is further

ORDERED, that the Town Clerk is hereby directed to cause a copy of the Notice of Public Hearing to be published at least once in The Somers Record, and to be posted at _____________, all in the manner and within the times required by applicable provisions of the New York State Town Law.

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

Hon. Robert Scorrano	voting ___
Anthony Cirieco	voting ___
William Faulkner	voting ___
Richard Clinchy	voting ___
Gina Arena	voting ___

and the order was thereupon declared duly adopted.

Dated: Somers, New York
July 9, 2026

BY ORDER OF THE TOWN BOARD
TOWN OF SOMERS

____
Patricia Kalba, *Town Clerk*

SCHEDULE A

Tax Map Designation (Section, Block, Lot)	Street Address
17.11-1-18	339 Route 202, Somers, New York
17.11-1-19	337 Route 202, Somers, New York
17.11-1-20	335 Route 202, Somers, New York
17.11-1-21	265 Route 202, Somers, New York
17.11-1-22	263 Route 202, Somers, New York
17.11-1-23	261 Route 202, Somers, New York
17.11-1-27	253 Route 202, Somers, New York
17.11-1-4	343 Route 202, Somers, New York
17.11-1-5	341 Route 202, Somers, New York
17.11-2-1	338 Route 202, Somers, New York
17.11-2-2	342 Route 202, Somers, New York
17.11-2-3	344 Route 202, Somers, New York
17.11-2-4	346 Route 202, Somers, New York
17.15-1-1	270 Route 202, Somers, New York
17.15-1-2	272 Route 202, Somers, New York
17.15-1-5	278 Route 202, Somers, New York

CERTIFICATION

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

I, the undersigned Town Clerk of the Town of Somers, Westchester County, New York, DO HEREBY CERTIFY:

That the annexed Order Calling Public Hearing, relating to the establishment of the Somers Water District No. 2, pursuant to New York Town Law Article 12-A, was duly adopted by the Town Board of the Town of Somers at a regular meeting held on July 9, 2026 at 7:00 p.m. at 335 Route 202, Somers, New York, at which a quorum was present and acting throughout, and that said Order has not been amended, rescinded, or revoked and remains in full force and effect.

I FURTHER CERTIFY that the annexed Order is a true and correct copy of the original Order Calling Public Hearing duly filed and of record in the Office of the Town Clerk of the Town of Somers, and that the same is on file among the official minutes and records maintained by me in said office.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, PURSUANT TO Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, the time and place of all regular meetings of the Town Board for the year were announced at an Organizational Meeting held in January 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on July ___, 2026.

Patricia Kalba, Town Clerk
Town of Somers

(Corporate Seal)

6/4 R/F

Sent to:
TB, TA, TC
6/2/26
KD

June 1, 2026

RECEIVED

JUN - 4 2026

OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

Somers Crossing Condominium Association
Board of Managers
Mark Connelly, President
57 Sienna Drive
Somers, NY 10589

(Sent via Certified Mail)

To: Somers Town Board
Supervisor Robert Scorrano
Town Hall
335 Route 202
Somers, NY 10589

Somers Planning Board
Chairwoman Vicky Gannon
Town Hall
335 Route 202
Somers, NY 10589

Subject: Request for Stakeholder Involvement - New NY State Police Barracks

On behalf of the Somers Crossing Condominium Association and our residents, we are writing to express our community's interest in the planning and development of the new NY State Police Barracks on the adjacent property to our south on Route 100.

Somers Crossing is a private townhome community consisting of 66 homes and a community center. The roadways in the community have not been dedicated to the town and are maintained by our Association. The community is accessed with its own entrance from Route 100. Our Offering Plan and governing documents discuss the planned police barracks, but indicate that there will be no traffic interconnection between the two properties.

We support the new police barracks project as an important initiative for the town. However, because our property shares a border to this development, the project will directly impact our residents. We are primarily concerned with construction, landscape screening and access. With regard to access, since our roadways are private, there should be no plans to use them for any construction or permanent access. There is no need as the proposed development can be easily accessed from Route 100 and from the existing state police location.

We respectfully request that our Association Board be included as an active stakeholder in the ongoing planning and review process. Specifically, we ask to be:

- Notified in advance of any public hearings or planning board meetings regarding this project.
- Provided with copies of the site plans and development proposals.
- Given the opportunity to formally submit community feedback for the public record.

We look forward to collaborating with the the Town Board and the Planning Board to ensure that this project benefits the community. Please use my contact information below for future updates.

Thank you for your time, leadership and commitment to our community.

Sincerely,

Mark Connelly

Somers Crossing Board of Managers
Mark Connelly, President
Cell 914-450-8354
MXConnelly1376@gmail.com

Sent to:
TB, TA, TC
7/2/26
KD

DRAFT

July 2, 2026

Mr. Andrew Golding
Resident Engineer
NYS Department of Transportation
85 Route 100
Katonah, NY 10536
Email: andrew.golding@dot.ny.gov

Subject: Town of Somers – Request for Speed Limit Reduction on Route 100

Dear Mr. Golding:

Enclosed is a copy of a Resolution adopted by the Town Board of the Town of Somers on July 9, 2026, requesting that the New York State Department of Transportation conduct a traffic engineering study and consider reducing the posted speed limit on Route 100 from 45 MPH to 35 MPH, beginning just south of the Somers Business Historic District and continuing to the intersection of Route 138.

Over the past several years, the character of this section of Route 100 has changed significantly. What was once primarily a through corridor has evolved into a heavily developed mixed-use roadway with numerous commercial, governmental, and residential destinations. As a result, traffic volumes, turning movements, and the number of vehicle conflict points have increased substantially.

This corridor currently serves the New York State Police Barracks, the Mobil service station, the Mill Pond office complex, and numerous other businesses that generate frequent ingress and egress throughout the day. More recently, a 66-unit condominium development has added a significant residential component, increasing daily traffic and turning movements. In addition, the Town is currently advancing plans for a new state-of-the-art New York State Police Barracks at this location, and a new restaurant is expected to open along the corridor, further increasing traffic activity and the number of vehicles entering and exiting Route 100.

The southern terminus of the requested speed reduction is the intersection of Route 138, an important regional connector providing access to Interstate 684, the Goldens Bridge Metro-North Railroad Station, surrounding residential neighborhoods, and neighboring communities. This intersection, together with the numerous driveways and commercial entrances located along this stretch of Route 100, creates a roadway environment that is no longer consistent with a 45 MPH speed limit.

The Town believes that reducing the posted speed limit to 35 MPH would better reflect the current character of the corridor, improve driver awareness, provide additional reaction time for motorists, and enhance safety for residents, commuters, pedestrians, cyclists, and emergency responders accessing the many properties along this section of Route 100.

For these reasons, the Town respectfully requests that the New York State Department of Transportation review this corridor and conduct the appropriate traffic engineering study to evaluate reducing the speed limit from 45 MPH to 35 MPH.

Thank you for your consideration of this request. We appreciate your attention to this matter and look forward to working with the Department to improve safety along this important roadway.

Sincerely,

Robert Scorrano
Somers Town Supervisor

cc: Roland Baroni, Town Attorney
David Smith, Director of Planning

RS/kd

SomersNY-Supervisor/Shared Documents/kdelucia/Letters/NYSDOT - Request for Speed Limit Reduction on Route 100_20260702.docx

Kim DeLucia

From:	Bob Kehoe
Sent:	Tuesday, June 30, 2026 2:07 PM
To:	Kim DeLucia
Cc:	Robert Scorrano
Subject:	FW: Requested Quote by Sourcewell Member -Toyota RAV4 Plug in Hybrid
Attachments:	Sourcewell Quote ID 35428.pdf; TOWN OF SOMERS PARKS TE GATOR WITH OPS CANOPY.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Sent to: TB, TA, TC 7/2/26 KD

Kim,

For TB agenda next week.

To be funded from $100K crest grant.

Two electric gators and Toyota RAV 4 AWD Plug in Hybrid.

Both from Sourcewell quotes.

Bob

From: Fleet <Fleet@nationalautofleetgroup.com>
Sent: Thursday, June 18, 2026 11:39 AM
To: Bob Kehoe <rkehoe@somersny.gov>
Subject: Re: Requested Quote by Sourcewell Member

Hello Again Mr. Kehoe,

Most certainly. Please see the attached Sourcewell Quote: **35428** for **One (1) New/Unused (2026 Toyota RAV4 Plug-In Hybrid (4544) SE (Natl))** , Color: **[Ice Cap].**

Sourcewell Quote ID **35428** Includes:

- **Sourcewell Contract Price**
- **Two Sets of Keys**
- **Delivery to Your Specified Location**

Please contact us if you have any questions.

Best Regards,

Tony Maltez
National Auto Fleet Group
Sourcewell Vehicle Contract #081325-NAF

Sent to:
TB, TA, TC 7/2/26 KD

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

JAMES ROURKE
R. Argento & Sons Inc.
1 Prospect Avenue
White Plains, NY 10607
Work Phone: 9149491152
Cell Phone: 9149491152
Email: JIM@ARGENTOANDSONS.COM

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	JAMES ROURKE
2000 John Deere Run	R. Argento & Sons Inc.
Cary, NC 27513-2789 US	1 Prospect Avenue White Plains, NY 10607
FED ID: 36-2382580	
UEID: FNSWEDARMK53	

Quote Id 2296166
30-Jun-2026

TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 105893226
(914) 277-4394
AJOHNSON@SOMERSNY.COM

JAMES ROURKE
R. Argento & Sons Inc.
1 Prospect Avenue
White Plains, NY 10607
9149491152
JIM@ARGENTOANDSONS.COM

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

JAMES ROURKE

R. Argento & Sons Inc.

1 Prospect Avenue White Plains, NY 10607

Prepared For

TOWN OF SOMERS

335 ROUTE 202

SOMERS, NY 105893226

(914) 277-4394

AJOHNSON@SOMERSNY.COM

Prepared By

JAMES ROURKE

R. Argento & Sons Inc.

1 Prospect Avenue

White Plains, NY 10607

9149491152

JIM@ARGENTOANDSONS.COM

Quote Id 2296166

Creation Date 25-Jun-2026

Expiration Date 25-Jul-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
GATOR™ TE (Model Year 2027) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 24-Jun-2026	**$20,887.33**	**$17,336.48**	**1**	**$17,336.48**
GATOR™ TE (Model Year 2027) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 24-Jun-2026	**$20,887.33**	**$17,336.48**	**1**	**$17,336.48**
Equipment Total				**$34,672.96**

Quote Summary	
Total Selling Price	$34,672.96
Sub-total	**$34,672.96**
Balance Due	**$34,672.96**

Salesperson : X ____________________

Accepted By : X ____________________

JOHN DEERE

Selling Equipment

Quote #	2296166
Customer	TOWN OF SOMERS

GATOR™ TE (Model Year 2027)

QTY In Group : 1

Hours	- - -	Suggested List
Serial Number	- - -	$20,887.33
Stock Number	- - -	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	$17,336.48
Price Effective Date	24-Jun-2026	Discount Amount
PUK Parent Serial #	- - -	($3,550.85)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
55D3M	GATOR™ TE (Model Year 2027)	1	$15,699.00	17.0%	($2,668.83)	$13,030.17

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
0202	United States	1	$0.00	17.0%	$0.00	$0.00
0505	Build to Order	1	$0.00	17.0%	$0.00	$0.00
1015	Turf Tires	1	$0.00	17.0%	$0.00	$0.00
4079	Less Roof and Panels	1	$0.00	17.0%	$0.00	$0.00
5010	Less Protection Package	1	$0.00	17.0%	$0.00	$0.00
5105	Select Comfort and Convenience Package	1	$2,600.00	17.0%	($442.00)	$2,158.00
Total Base / Options			**$18,299.00**		**($3,110.83)**	**$15,188.17**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23203	Occupant Protective Structure with Canopy Serial Number: - - - Stock Number: - - -	1	$2,588.33	17.0%	($440.02)	$2,148.31
Total Dealer Attachments			**$2,588.33**		**($440.02)**	**$2,148.31**

Selling Price Subtotal	**$17,336.48**
Total Selling Price	**$17,336.48**

JOHN DEERE

GATOR™ TE (Model Year 2027)

Hours	- - -	QTY In Group : 1
Serial Number	- - -	Suggested List $20,887.33
Stock Number	- - -	Selling Price $17,336.48
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	Discount Amount ($3,550.85)
Price Effective Date	24-Jun-2026	
PUK Parent Serial #	- - -	

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
55D3M	GATOR™ TE (Model Year 2027)	1	$15,699.00	17.0%	($2,668.83)	$13,030.17

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
0202	United States	1	$0.00	17.0%	$0.00	$0.00
0505	Build to Order	1	$0.00	17.0%	$0.00	$0.00
1015	Turf Tires	1	$0.00	17.0%	$0.00	$0.00
4079	Less Roof and Panels	1	$0.00	17.0%	$0.00	$0.00
5010	Less Protection Package	1	$0.00	17.0%	$0.00	$0.00
5105	Select Comfort and Convenience Package	1	$2,600.00	17.0%	($442.00)	$2,158.00
Total Base / Options			**$18,299.00**		**($3,110.83)**	**$15,188.17**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23203	Occupant Protective Structure with Canopy Serial Number: - - - Stock Number: - - -	1	$2,588.33	17.0%	($440.02)	$2,148.31
Total Dealer Attachments			**$2,588.33**		**($440.02)**	**$2,148.31**
Selling Price Subtotal						**$17,336.48**
Total Selling Price						**$17,336.48**

WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

CONVENIENT

- Multiple finance solutions for the products and services you need.
- Enjoy a seamless experience with eStatements, easy account management through My Financial Accounts, secure eSignature options, and fast approvals—saving you time and simplifying your financial life.

COMPETITIVE

- Customized solutions — help choosing the best financial mix to support your needs.
- Unmatched industry expertise.
- Tailored terms, flexible payments, and cost-effective maintenance plans.

COMMITTED

- Here for you in good times and in bad - we'll find solutions to keep you in your equipment and on track for future success.
- As a finance company owned and operated by John Deere, we are focused on products built by John Deere.

INSIGHTFUL

- Customer service team that thoroughly understands your industry and the challenges customers face.
- Financing solutions for real life.

SCAN HERE
To learn about our finance products.

SCAN HERE
To apply online today!

CR0112214 Litho in U.S.A. (25-09)
JohnDeereFinancial.com

Sent to:
TB, TA, TC
7/2/26
KD

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/18/2026

Government Quote ID: **35428**

Order Cut Off Date: **TBA**

Mr Robert Kehoe
Town of Somers

335 Route 202

Somers, New York, 10589

Dear Robert Kehoe,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2026 Toyota RAV4 Plug-In Hybrid (4544) SE (Natl),) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$43,794.00	$42,433.47	3.107 %	$1,360.53
Tax (0.0000 %)		$0.00		
Tire fee		$0.00		
Total		$42,433.47		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell Awarded Contract
Contract # 081325-NAF

CHEVROLET Ford NISSAN TOYOTA GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: **(831) 480-8497**

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
FE	50 State Emissions
PRIMARY PAINT	
Code	**Description**
040	Ice Cap
SEAT TRIM	
Code	**Description**
FC20	Black, Fabric Seat Trim
PORT INSTALLED OPTIONS	
Code	**Description**
C4	Carpet Floor Mats (TMS)
F3	Fleet Premium Data Package: 5 Years (TMS), -inc: telemetry, service warnings, collision detection, driver behavior and vehicle locator service

2026 Fleet/Non-Retail Toyota RAV4 Plug-In Hybrid SE (Natl)

WINDOW STICKER

2026 Toyota RAV4 Plug-In Hybrid SE (Natl)

CODE	MODEL	MSRP
4544	2026 Toyota RAV4 Plug-In Hybrid SE (Natl)	$41,500.00
	OPTIONS	
FE	50 State Emissions	$0.00
040	Ice Cap	$0.00
FC20	Black, Fabric Seat Trim	$0.00
C4	Carpet Floor Mats (TMS)	$199.00
F3	Fleet Premium Data Package: 5 Years (TMS), -inc: telemetry, service warnings, collision detection, driver behavior and vehicle locator service	$500.00

Please note selected options override standard equipment

	SUBTOTAL	**$42,199.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$1,595.00
	TOTAL PRICE	**$43,794.00**

Est City: 43 (Est) MPG
Est Highway: 36 (Est) MPG
Est Highway Cruising Range: 522.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 35428

Standard Equipment

ADDITIONAL EQUIPMENT

Engine: 2.5L 4-Cylinder Atkinson Cycle DOHC
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
Transmission: Continuously Variable (CVT)
Automatic Full-Time All-Wheel
550CCA Maintenance-Free Battery w/Run Down Protection
Hybrid Electric Motor
Towing Equipment -inc: Trailer Sway Control
5530# Gvwr 1340# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Sport Tuned Suspension
Electric Power-Assist Speed-Sensing Steering
14.5 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion (li-Ion) Traction Battery w/7 kW Onboard Charger, 3.5 Hrs Charge Time @ 220/240V and 22.7 kWh Capacity
Wheels: 18" Multi-Spoke Black Sport Alloy
Tires: 235/60R18 All-Season
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Black Bumper Insert
Black Rear Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
Black Bodyside Cladding and Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
Fixed Rear Window w/Wiper and Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels

Lip Spoiler
Black Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
LED Brakelights
Headlights-Automatic Highbeams
Laminated Glass
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: 10.5" Toyota Audio Multimedia w/6 Speakers -inc: wireless Apple CarPlay and Android Auto compatibility and SiriusXM w/360L and 3-month trial, See toyota.com/connected-services for details
6 Speakers
Streaming Audio
Integrated Roof Antenna
Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Wi-Fi Connect 30-day trial with Unlimited Hotspot Data Mobile Hotspot Internet Access
Heated Front Bucket Seats -inc: 8-way power-adjustable driver's seat w/lumbar support and 6-way manual front passenger seat
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Proximity Key For Doors And Push Button Start
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access, Mechanical Fuel and Mechanical Charge Port Door
Cruise Control w/Steering Wheel Controls
Full-Speed Range Dynamic Radar Cruise Control (DRCC)
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Leatherette Instrument Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner
Leatherette Door Trim Insert
Leather Gear Shifter Material
Fabric Seat Trim
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim
Trunk/Hatch Auto-Latch
Cargo Area Concealed Storage
Roll-Up Cargo Cover
Cargo Space Lights
FOB Controls -inc: Keyfob Cargo Access and Keyfob Remote Start
Safety Connect (5-year trial) Tracker System
Smart Device Integration
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
2 Seatback Storage Pockets
Perimeter Alarm
Immobilizer
2 12V DC Power Outlets
Air Filtration
Lane Tracing Assist (LTA)/Traffic Jam Assist
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Safety Connect (5-year trial) Emergency Sos Capability
Front and Rear Parking Assist w/Automatic Braking (PA w/AB) Front And Rear Parking Sensors
Blind Spot Monitor (BSM) Blind Spot
Pre-Collision System (PCS) w/Intersection Support
Parking Support Brake (PKSB)
Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist
Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
Collision Mitigation-Front
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag and Passenger Cushion Front Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera

Sent to:
TB, TA, TC
C: Finance 6/26/26
KD

June 18, 2026

From: Chief Brian Linkletter

To: Supervisor Robert Scorrano, Councilwoman Gina Arena,
Councilmen Anthony Cirieco, Richard Clinchy, William Faulkner.

Subject: Request July 4th as a Designated Holiday for the Police Department in lieu of a Floating Holiday

The 2026 Holiday schedule removed Election Day as a paid Holiday for the Town employees and provided employees with a "Floating Holiday". I am requesting that July 4th replace Election Day as a designated holiday for the Police Department and the Police will operate without a floating holiday. The day of the Town's Independence Celebration will remain a Holiday for the Police Department as currently practiced.

Summary of Holidays for the Police Department:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day (Nov. 11th)
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day Celebration	Christmas Day
*Independence Day (July 4th)	

For your consideration.

Respectfully,

Chief Brian Linkletter

Brian Linklettter
Chief

Somers Town Police Department

C-TB TA 9/7/16

RECEIVED
SEP - 7 2016
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

August 15, 2016

From: Lt Brian Linkletter
To : Supervisor Rick Morrissey
Subject: Town Holiday proposed Changes

Members of this Department are assigned to work all days throughout the calendar year. The Town's Holiday schedule provides 13 holidays. Most of the holidays occur during Monday through Friday work schedule. Some of them rotate during the year falling on weekends which results in the Towns holidays not occurring on the actual holiday.
Members of this department are requesting the following holiday changes for this Department:

1) Veterans Day should always be November 11
2) Christmas Day should always be December 25
3) New Year's Day should always be Jafuary 1
4) Exchange the Day after Thanksgiving Holiday to Easter Sunday (starting in 2017)
5) Exchange the Day after Christmas Holiday to Christmas Eve 12/24 (starting in 2016)

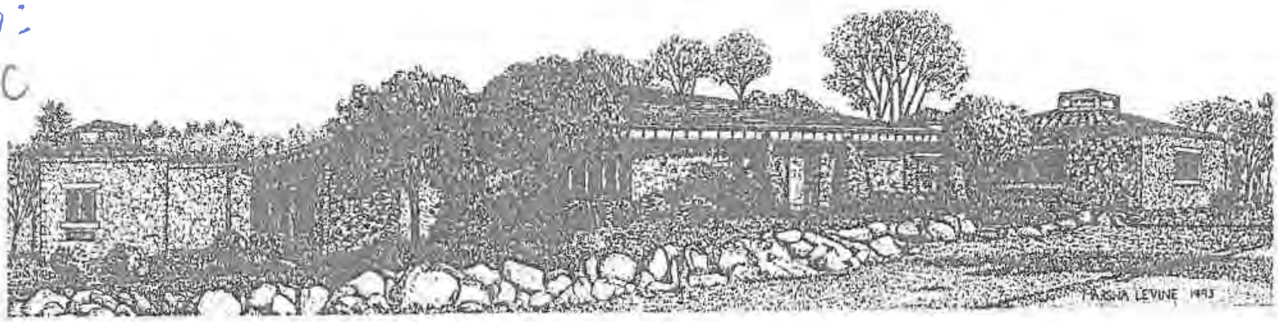
These changes will not cause the Town to occur any further expenses but will fairly compensate the officers that are assigned to work on the holiday.

For your consideration.

LT Brian Linkletter
Brian Linkletter
Lieutenant
Somers Town Police

cc: Somers Town Board Members
Anthony J Cirieco
Richard G. Clinchy
William Faulkner
Thomas A. Garrity Jr.

Sent to:
TB, TA, TC
7/6/26
KD



SOMERS LIBRARY

MEMO TO: Town Board

FROM: Jessica Veissy, Library Director

RE: Teen Room Renovation Additional Services Request

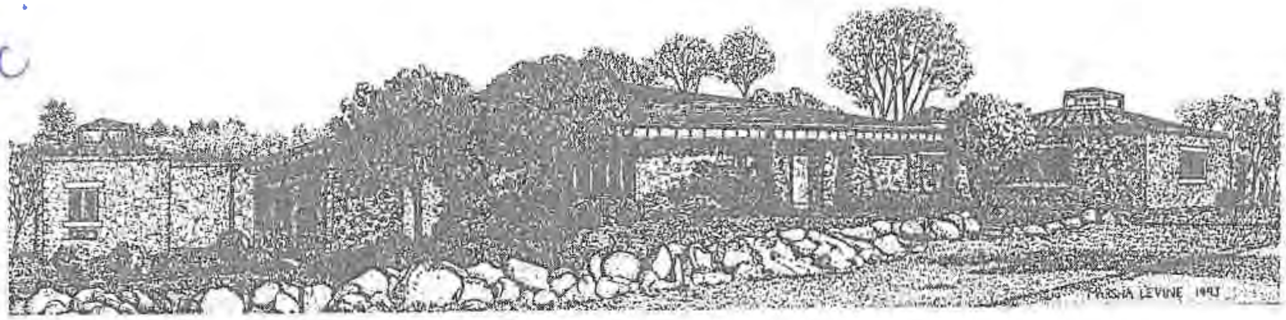
DATE: June 26, 2026

Six bids were received for the renovation of the Teen Room in the library. The three lowest bidders were as follows:

Lisi Contracting, Inc.	$349,500.00
Spitale Construction Resources, Inc.	$272,950.00
Vinco Builders, LLC.	$352,700.00

The other three ranged between $300,000 and $600,000. The recommendation is to award the bid to Spitale Construction Resources, Inc. They did a project not that long for the Town, painting of the Town House and all were quite pleased with the final product. They were also very professional and extremely efficient.

Sent to:
TB, TA, TC
7/6/26
KD



SOMERS LIBRARY

MEMO TO: Town Board

FROM: Jessica Veissy, Library Director

RE: Engineering Services Bid Request for Replacement of Library HVAC

DATE: June 26, 2026

OLA was awarded an RFP last fall to issue initial design documents, through the Design Development phase, and now the design has to be advanced to Bid Phase documents to include Construction Documents, engineering construction administration and commissioning tasks for the new HVAC system.

Permission is being requested to solicit bids for Engineering Services to complete this process.

Sent to:
TB, TA, TC
7/6/26
KD

BUREAU OF FIRE PREVENTION

Telephone
(914) 277-5582
Fax
(914) 277-3790

THOMAS J. TOOMA, JR.
CHIEF

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

MEMO TO: Town Board

FROM: Bureau of Fire Prevention

RE: Hydrant Color Coding Proposed Local Law

DATE: July 2, 2026

About a year ago, Mr. Russell proposed to the Bureau that it would make a lot of sense for the Town to follow the NFPA Hydrant Color Codes as they are done so by hydrant pressure. All agreed. A request is being made to add the attached proposal to Chapter 98-10 of the Code of the Town of Somers.

attachment

Fire Hydrant Color Coding and Identification Law

Section 1. Purpose

The purpose of this ordinance is to establish a standardized system for the color coding of fire hydrants to assist fire personnel in rapidly identifying available fire flow capacity, thereby improving emergency response effectiveness and public safety.

Section 2. Authority

This ordinance is enacted pursuant to the municipality's authority to regulate public safety infrastructure and is consistent with the guidelines set forth in **NFPA 291**.

Section 3. Definitions

- **Fire Hydrant**: A connection point on a water supply system used by fire departments.
- **Available Fire Flow (AFF)**: The rate of water flow available from a hydrant, measured in gallons per minute (GPM).
- **NFPA 291**: National standard recommending practices for fire flow testing and hydrant marking.

Section 4. Color Coding Requirements

All fire hydrants within the jurisdiction shall be color-coded as follows:

A. Barrel Color (Ownership Identification)

- Public hydrants: Chrome yellow (or other approved municipal standard color)
- Private hydrants: Red or as approved by the Fire Marshal

B. Bonnet and Nozzle Cap Color (Flow Capacity Identification)

The top (bonnet) and nozzle caps shall be painted to indicate available fire flow as determined by the NFPA 291 Test.

- **Light Blue**: 1,500 GPM or greater
- **Green**: 1,000–1,499 GPM
- **Orange**: 500–999 GPM
- **Red**: Less than 500 GPM

Section 5. Testing and Certification

1. All hydrants shall be flow-tested:
   - At least once every five (5) years, or
   - As otherwise directed by the Fire Department.
2. Testing shall be conducted in accordance with NFPA 291 procedures at least once every 5 years or after repair/replacement or directed by the Somers Volunteer Fire Department.
3. Results shall be recorded and maintained by the hydrant owner and provided to the Town of Somers Chief Fire Inspector and Somers Volunteer Fire Department Chief.

Section 6. Maintenance Responsibilities

- The hydrant owner shall:
  - Ensure hydrants are properly painted and maintained.
  - Repaint hydrants within 90 days of flow testing if classification changes.
- Out of service hydrants shall be marked in accordance with NFPA 25 and reported to the Somers Volunteer Fire Department Chief.
- Private property owners with hydrants shall comply with this ordinance and maintain hydrants accordingly.

Section 7. Visibility Requirements

- Hydrants shall be kept free of obstruction within a radius of three (3) feet.
- Paint must be maintained in a clearly visible condition at all times.
- Hydrant markers must be installed and maintained.

Section 8. Violations and Penalties

- Failure to comply with this ordinance may result in:

- Written notice of violation
- Fines not exceeding $___ per violation
- Corrective action performed by the municipality at the owner's expense (for private hydrants)

Section 9. Enforcement

This ordinance shall be enforced by the Town of Somers Chief Fire Inspector, Somers Volunteer Fire Department, and/or the Town of Somers Water and Sewer Department.

Section 10. Effective Date

This ordinance shall take effect on __________.

Kim DeLucia

From: Tammi Savva
Sent: Thursday, July 2, 2026 10:46 AM
To: Kim DeLucia
Subject: For July 9, 2026 Town Board Meeting Agenda | EDR Shared Services Intergovernmental Agreement (IGA) - Contract #X052108
Attachments: EDR_PHASE_II_IGA_Town_of_Somers_X052108.pdf

Sent to: TB, TA, TC 7/6/26 KD

Hi Kim,

We currently participate in Westchester County Department of Information Technology's no-cost program for CrowdStrike, a cloud-based Endpoint Detection and Response (EDR) tool that continuously monitors endpoints, detects threats in real time, and automates responses, strengthening cybersecurity across local systems and county infrastructure.

The New York State Division of Homeland Security and Emergency Services (DHSES) has expanded its Cyber Shared Services Program to offer no-cost CrowdStrike endpoint protection to municipalities statewide. As a result, Westchester County will transition all municipalities currently enrolled in the County's CrowdStrike Endpoint Protection Program to the DHSES-managed service.

Attached is the Intergovernmental Agreement between the New York State Office of Information Technology, New York State Division of Homeland Security and Emergency Services and the Town of Somers. Please place this on the July Town Board meeting agenda to authorize the Supervisor to sign the agreement.

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

From: CyberSharedServices@dhses.ny.gov <CyberSharedServices@dhses.ny.gov>
Sent: Friday, June 12, 2026 5:16 PM
To: Tammi Savva <tsavva@somersny.gov>; raymaggi@gmail.com
Subject: EDR Shared Services Intergovernmental Agreement (IGA) - Contract #X052108

Good afternoon.

Thank you for your submission of the NYSOC CrowdStrike Endpoint Detection and Response (EDR) Phase II Enrollment Form.

Attached please find the intergovernmental agreement (IGA) that permits New York State to authorize CrowdStrike to deploy its endpoint protection product in your Entity's environment.

Please have an appropriate, authorized official sign the Intergovernmental Agreement (IGA) and return it to CyberSharedServices@dhses.ny.gov. Please note that we are not accepting suggested changes to the agreement because it must remain unform within the statewide cyber shared services program.

Once we receive your signed IGA, we will send the agreement to the appropriate signatories. Once all signatures are received, CrowdStrike will contact you to begin the onboarding process.

Please ensure the following information is completed:

- **Page 7:** Complete Section 13 for "who will receive notices" on the Entity's behalf.
- **Page 10:** Complete Section 27 at the top agreeing to the contract.
- **Page 11:** Ensure the Corporate Acknowledgment section gets filled out and notarized.
- **Page 12:** For Attachment A, select a level of service (1, 2, or N/A).
- **Page 13**: Under Escalation Priority Points of Contact, fill in the escalation points of contact.

Chris Keating
CyberSharedServices@dhses.ny.gov
Office: (518) 408-9849 Cell: (518) 593-7355

Cyber Shared Services
Office of Counter Terrorism
Cyber Incident Response Team

NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue, State Office Campus Bldg 7A, Albany, NY 12226
For cyber incident assistance, please call: 1 (844) 628-2478 | www.dhses.ny.gov

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND RESPONSE SERVICES (Phase II)

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,

THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

AND

The Town of Somers

X052108

This Intergovernmental Agreement ("IA") is entered into by and among the New York State Office of Information Technology Services ("ITS"), the New York State Division of Homeland Security and Emergency Services ("DHSES"), ITS and DHSES collectively referred to herein as the "State," and the entity identified on the signature page of this IA which is a political subdivision, municipal corporation, or public authority as defined by the laws of the State of New York ("Participating Entity"). By entering into this IA, the Participating Entity acknowledges that it has the legal authority to enter into this IA and that the individual executing this IA has been duly authorized to execute the IA. Each party to this IA is referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, ITS is responsible for protecting New York State Government's cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cyber security across the State, partnering with State agencies and law enforcement, monitoring the State's technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, DHSES is responsible for working with federal, state, local and private entities to protect the State's critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and man-made disasters; and

WHEREAS, the Participating Entity provides vital services to residents of New York State and within its jurisdictional boundaries; and

WHEREAS, the Parties remain committed to ensuring the safety of their respective critical infrastructure by investing in strategic collaborations and technology for strengthening cyber security and resiliency in the face of evolving threats; and

WHEREAS, there is established within the State a Joint Security Operations Center ("JSOC") to serve as the round the clock operational center for the purposes of sharing cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NYSOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber-attacks; and

WHEREAS, increasingly sophisticated cyber-attacks on governmental entities as well as unauthorized access to their systems may compromise the security and integrity of government data, disrupt operations and services and damage critical infrastructure, thereby risking the health and welfare of the public; and

WHEREAS, the Parties recognize that deployment and use Endpoint Detection and Response (EDR) software, and rapid information sharing are foundational components of a sound cybersecurity program; and

WHEREAS The estimated total value of the endpoint detection licenses which is provided at no cost to the Participating Entity over the term of the Intergovernmental Agreement (3 years) is $9,690.45.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. PURPOSE AND BENEFITS

The purpose of this Intergovernmental Agreement is to allow Participating Entities to access EDR software for better proactive security collaboration on threat intelligence amongst New York State and political subdivisions of the State.

Taking advantage of economies of scale and the State's purchasing power, the State has arranged for the Participating Entity to receive EDR software at no cost. Additionally, as part of that arrangement, the software provider or its affiliates will work directly with the Participating Entity to deploy the EDR solution within the Participating Entity's environment and provide training to assist the Participating Entity with using the EDR software.

2. DEFINITIONS

"**Confidential Information**" means any non-public information that a Party ("**Disclosing Party**"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("**Recipient**") or which the Recipient obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this IA.

"**Cyber Information**" means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cyber security investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cyber security.

"EDR software data" means data derived from an endpoint security solution that continuously monitors endpoint devices to detect and respond to cyber security incidents that is shared through the software provider to the NYSOC.

"Security Incident" means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

"**Affected Party**" means a Party that is affected by a Security Incident.

3. INTERGOVERNMENTAL AGREEMENT

The IA between the Parties consists of the following documents listed below in the following order of precedence:

a. Appendix A – Standard Clauses for All New York State Contracts
b. This IA document setting forth the final agreement between the Parties, including all attachments, appendices, and exhibits contained herein.

4. SERVICES

a. Obligations of the State:
    i. Facilitate and cover the cost of licensing for Endpoint Detection and Response (EDR) software for Participating Entity endpoints. The EDR software will be provided to the Participating Entity directly from the software provider.
    ii. Provide services, as selected by the Participating Entity, as described in Attachment A.
b. Obligations of the Participating Entity:
    i. Participating Entity will be responsible for providing a technical lead with access to deploy the EDR software on end points and sufficient IT staff to facilitate the deployment of this software in their environment.
    ii. Participating Entity agrees to abide by the EDR software provider's terms and conditions as agreed to between the State and the EDR software provider regarding use of the software and agrees to remain solely responsible for its use and configuration of the EDR software.
    iii. Participating Entity agrees to maintain and update the EDR software on their systems, including working with the EDR software provider directly to address any issues that arise from the software.
    iv. Participating Entity agrees that the EDR software will be configured to provide alerts to the NYSOC to contribute to the creation and monitoring of a statewide view of cybersecurity threats.

v. Participating Entity agrees to provide NYSOC a list of contacts and contact information for notification in the event of alerts or other information related to the service. Participating Entity agrees to provide updates to the list as needed.
vi. Participating Entity agrees to promptly notify all relevant entities, including but not limited to third-party system owners, of the State's activities and secure all necessary approvals, authorizations, or waivers in a timely fashion. Participating Entity will bear the full responsibility for all costs for obtaining such approvals, authorizations, or waivers, and any liability that results from the failure to secure, necessary approvals, authorizations or waivers, and for any damage to third parties arising out of or related to the products and services provided and/or performed by the State pursuant to this Section 4, including any intentional or negligent act or omission.

5. CONSIDERATION

The State agrees to provide the EDR software to the Participating Entity at no cost in exchange for the Participating Entity's agreement to share the EDR software data with the NYSOC to increase the State's visibility of the cyber threat landscape across the various state entities and political subdivisions, which will enhance the State's ability to quickly and more accurately respond to cybersecurity threats.

6. TERM

The initial term of the IA shall be for a period of three (3) years beginning on the effective date and will be automatically renewed for additional twelve (12) month terms based upon approval of funding in the State budget and approval of the New York State Office of the State Comptroller, if applicable The Parties agree that should funding for this initiative not be appropriated in a State budget, the IA shall terminate with ninety (90) days prior notice required. The effective date of this IA shall be the date of approval of the IA by the New York State Office of the State Comptroller, if applicable, otherwise, this IA shall be effective as of the date of the later signature of this IA.

7. TERMINATION

a. **For Convenience**

Each Party retains the right to cancel the IA without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the IA for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. **For Cause**

For any material breach or failure of performance of the IA by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the IA if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the IA shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. **Termination Notice**

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this IA.

d. **Data Migration and Destruction**

Upon expiration or termination of this IA, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this IA, each Party shall destroy the other Parties' Confidential Information and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at https://www.its.ny.gov/document/sanitizationsecure-disposal-standard, and other sanitization and disposal standards where required by NYSOC policy or law. If immediate purging of all data storage components is not possible by a Recipient, that Recipient will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Recipient must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

8. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

9. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this IA or because of its execution or attempted execution or because of any breach or alleged breach hereof.

10. THIRD PARTY DATA SHARING

EDR software data received by the NYSOC will be accessible by all NYSOC personnel from various partner entities, including New York State and New York City. Any NYSOC personnel who may have access to EDR Data, Confidential Information and Cyber Information, are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of these entities who may need access to EDR data, Confidential Information, and Cyber Information to assist the NYSOC personnel in carrying out the services described in this IA, are also subject to certain non-disclosure agreements. The NYSOC personnel may share anonymized data with participating entities and other entities that enter into cyber information sharing agreements with the State.

11. CONFIDENTIAL AND CYBER INFORMATION SHARING

a. Confidentiality Obligations. Each Party will:
   i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Section 11;
   ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Section 11, or as otherwise set forth in this Section 11;
   iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this IA;
   iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
   v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
   vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:
      a. Date of the unauthorized use or inadvertent disclosure;
      b. Name of the recipient of the unauthorized use or inadvertent disclosure;
      c. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
      d. Brief description of the Confidential Information or the Cyber Information used or disclosed;

e. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and

f. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.

vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and

viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.

b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information

i. The confidentiality obligations in this Section 11 do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this IA or fault on the part of Recipient; (2) the Confidential Information or Cyber Information was lawfully obtained by Recipient from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Recipient developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Recipient shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that Recipient shall comply with Section 11(b)(iii)(3) (Disclosure if Legally Compelled) below; (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law; or (7) it is a third party as described in Section 10 above for which sharing Confidential Information or Cyber Information is necessary to provide NYSOC services. Recipient will bear the burden of proving any of the foregoing conditions exist.

ii. Notwithstanding the provisions of Section 11(a) herein and where written notice is provided to the Party disclosing the Confidential Information or Cyber Information, the Recipient may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in cyber security activities, provided that such third-party representative (1) is advised by the Party disclosing the Confidential Information or Cyber Information of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this IA as if they were a Party.

iii. Disclosure if Legally Compelled

1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("**FOIL**") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this IA the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.

4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security
   i. The Parties shall store Confidential Information and Cyber Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this IA;
   ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this IA without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 11(c)(ii) will not apply to Sections 11(a) and 16 of this IA.

12. NO THIRD-PARTY RIGHTS

Nothing in the IA shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the IA.

13. NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

   i. Via certified or registered United States mail, return receipt requested;
   ii. By facsimile transmission;
   iii. By personal delivery;
   iv. By expedited delivery service; or
   v. By email.

   Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

   ITS:

   NYS Office of Information Technology Services
   Division of Legal Affairs
   Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
   Attn: Chief General Counsel
   Email: its.sm.dla@its.ny.gov

   DHSES:

   NYS Division of Homeland Security and Emergency Services
   Cyber Incident Response Team
   1220 Washington Ave, Bldg 7A
   Albany, NY 12226
   Attn: CIRT Director
   Email: CIRT@dhses.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhses.ny.gov

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

14. AMENDMENTS

This IA may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity, or in the case of a waiver, the Party waiving compliance, and must be approved by the New York State Office of the State Comptroller if applicable.

15. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this IA. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

16. INDEMNIFICATION

a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the State shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

17. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the IA.

18. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this IA and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the IA.

19. INDEPENDENT CONTRACTORS

Nothing in this IA shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this IA to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

20. ASSIGNMENT

The State may assign this IA, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this IA as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by the New York State Office of the State Comptroller, if applicable.

21. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this IA shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this IA shall constitute a waiver of any subsequent breach or breaches of such term.

22. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this IA shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this IA are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this IA.

23. JURISDICTION

This IA shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this IA shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

24. EXECUTION

By execution, delivery and performance of this IA, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This IA constitutes the legal, valid, and binding obligation of the Parties hereto.

25. ENTIRE AGREEMENT

This IA represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such Parties.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: The Town of Somers

Name: ______________________________

Title: ______________________________

Date: ______________________, 20__

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

By: ______________________________

Name: ______________________________

Title: ______________________________

Date ______________________, 20__

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: ______________________________

Name: ______________________________

Title: ______________________________

Date ______________________, 20__

CORPORATE ACKNOWLEDGMENT

STATE OF ________________}
ss.:
COUNTY OF ______________}

On the _______ day of __________ in the year 20__, before me personally appeared: ________________________, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at ____, Town/City of ________ _ ,County of ____ , State of ________________; and further that s/he is the ________________________________of __________ , the corporation described in said instrument; that, by authority of the Board of Directors of _ _________, s/he is authorized to execute the foregoing instrument on behalf of _____________for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

____

Notary Public

APPROVED AS TO FORM:	**APPROVED:**
NYS OFFICE OF THE ATTORNEY GENERAL	NYS OFFICE OF THE STATE COMPTROLLER
_______ By: _ Title: _ Date: __	_______ By: _ Title: _ Date: __

ATTACHMENT A
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENDPOINT PROTECTION AND RESPONSE SERVICES (Phase II)

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,

THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

AND

The Town of Somers

X052108

All Participating Entities will be provisioned with access to and training for the EDR software vendor's portal allowing the Participating Entity to perform monitoring, analysis, quarantine and containment, and other cyber hygiene functions as provided by the EDR software. In addition, the EDR software provides proactive threat hunting twenty-four hours per day, seven days per week (24x7). The EDR software will also be configured to conduct the first level of triage to identify threats, assign a level of importance or urgency to the threat, and deliver alerts and actionable notification directly to the Participating Entities thru E-mail.

A Participating Entity may choose additional levels of service from the NYSOC. These levels of service are either:

1. Off-hours monitoring, and email escalation; or

2. Off-hours monitoring, email escalation, critical escalations, and containment and/or quarantine actions on impacted endpoints flagged for such by the EDR software. By selecting this option, the Participating Entity is granting the NYSOC and/or the EDR software vendor's staff the authority to take action per the critical escalation process defined below.

Please indicate level of NYSOC service requested; if neither level of service is desired, enter N/A: ______________.

Definitions:

Monitoring:
Monitoring is NYSOC and/or the EDR vendor staff reviewing Critical, High, and other vendor-escalated alerts received from the EDR software and conducting further analysis on the host endpoint using available tools (e.g., EDR Portal) to further quantify risk and determine if additional actions are required (e.g., escalation, critical escalation, containment and quarantine). The terms 'Critical' and 'High' alerts refer to the vendor's top two levels of automated alert criticality rating. 'Vendor-escalated' alerts refers to instances where the vendor escalates an alert to the NYSOC and/or Participating Entity beyond the vendor's automated alert criticality rating (e.g., Critical, High).

Escalations:
Escalation is the process of identifying potential cybersecurity concerns so that appropriate personnel can take action to address them. Escalations will be sent via email when the NYSOC Team and/or EDR software vendor's staff requires action to be taken by the Participating Entity in order to validate activity on a host or remediate a host. Examples of when an escalation will be sent may include, but would not be limited to:

- Validating questionable admin activity seen on a host
- Validating application usage
- Not having remote access to a host
- Requests for approval to take additional remediation countermeasures

Critical Escalations:
During an investigation, where NYSOC and/or EDR software vendor's staff containment and quarantine actions are required or action need to be taken by the Participating Entity, the NYSOC Team and/or EDR software vendor's staff will call the phone numbers provided in the below order of priority. If there is no response from any of the contacts, the NYSOC Team and/or EDR software vendor's staff will send a Critical Escalation email and continue monitoring but not proceed with any countermeasures that are not approved by the Participating Entity. The NYSOC and/or EDR software vendor's staff will begin the escalation process within a reasonable amount time from receipt of the critical alert or notification by the EDR software.

The Critical escalation and containment and quarantine functions will be phased in by the NYSOC and/or EDR software vendor's staff as it reaches operational maturity. Critical escalations may not be available on the Participating Entities' onboarding date. However, the EDR software will provide direct alerting to the Participating Entity irrespective of the NYSOC's status.

Containment and Quarantine:
NYSOC and/or EDR software vendor's staff containment and quarantine includes:
• Containment of hosts identified by the EDR software as a critical risk
• Quarantine or removal of files or artifacts identified by the EDR software as a critical risk
•Recommend recovery actions as needed per incident to address vulnerabilities in infrastructure not managed by the EDR software

Off-Hours: NYSOC Off hours support is Saturday and Sunday all day, and 5PM to 8AM Monday - Friday. The EDR software vendor's staff is available 24/7/365.

Escalation priority Points of Contact: Please provide a list **in order of priority** of the persons the NYSOC and/or EDR software vendor's staff should call when notifying the Participating Entity of a Critical Escalation (the Participating Entity does not have to use all the lines below and should add additional lines if necessary):

1. ____

2. ____

3. ____

4. ____

5. ____

Sent to:
TB, TA, TC
6/29/26
KD

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANAUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

X	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of $820.00 .
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

[signature]
Policyholder/Applicant's Signature

Robert Scarano
Print Name

6/29/26
Date

Berkley National Insurance Company
Insurance Company

Policy Number

Sent to: TB, TA, TC 7/2/26 KD

PMA COMPANIES

Member of Old Republic Companies

www.pmacompanies.com

380 Sentry Parkway
P.O. Box 3031
Blue Bell, PA 19422-0754

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLON CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

FAILURE TO RETURN THIS SIGNED FORM, PRIOR TO POLICY INCEPTION, INDICATING AN ELECTION TO PURCHASE TERRORISM COVERAGE, AS DEFINED BY THE ACT, WILL BE DEEMED YOUR REJECTION OF TERRORISM COVERAGE. HOWEVER, PAYMENT OF THE TERRORISM PREMIUM PRIOR TO POLICY INCEPTION WILL BE DEEMED AN ACCEPTANCE OF THIS OFFER OF TERRORISM COVERAGE.

Please indicate your selection by an ☒:

☒ I hereby elect to purchase terrorism coverage for a prospective premium of 2% of premium.

☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Town of Somers
Name of Insured

[signature]
Policyholder/Applicant's Signature

Pennsylvania Manufacturers Indemnity Company
Name of Insurer

Robert Scorrano
Print Name

Policy Number

7/2/2026
Date

Effective Date

Sent to:
TB, TA, TC
7/2/26
KD

Old Republic Specialty Insurance Underwriters

Commercial Excess Proposal

Date: June 30, 2026

Named Insured and Address:
Town of Somers
335 Route 202
Somers, NY 10589

Producer Name and Address:
McKee Risk Management
630 Freedom Business Center Drive
Suite 410
King of Prussia, PA 19406

Thank you for the opportunity to offer a quotation on the above named insured. This quotation is valid for 30 days or until the inception date of the policy, whichever comes first.

Please review this quotation carefully, as the terms and conditions may be different from your submission.

Policy Term: Effective: **7/1/2026** Expiration: **7/1/2026**

Issuing Company: **Pennsylvania Manufacturers Indemnity Company**

Policy Limits: **$5,000,000 Each Occurrence Limit / $5,000,000 Aggregate Limit**

Total Policy Premium: **$28,770.00**

Producer Commission: **10.0%** Self-Insured Retention:

Schedule of Underlying Insurance:

Schedule of Underlying Insurance Continues on Next Page

Schedule of Underlying Insurance (Continued):

$10M Lead Commercial Umbrella	Carrier:	**The Travelers Indemnity Company**
Policy No:	Effective: **7/1/2026**	Expiration: **7/1/2026**
Minimum Applicable Limits	Limit Description	Limit Type
$10,000,000		Each Occurrence
$10,000,000		Aggregate

$5M Excess	Carrier:	**Berkley National Insurance Company**
Policy No:	Effective: **7/1/2026**	Expiration: **7/1/2026**
Minimum Applicable Limits	Limit Description	Limit Type
$5,000,000		Each Occurrence
$5,000,000		Aggregate

Forms and Endorsements:

Form Title	Form Number
NEW YORK FREE TRADE ZONE	Class 2 - 13009
COMMERCIAL EXCESS LIABILITY DECLARATIONS	PCX DS 02
COMM EXCESS LIAB COVG FORM	CX 00 01
NEW YORK CHANGES	CX 01 14
NY CHANGES - TRANSFER OF DUTIES	CX 01 15
NY CHANGES - CANCELLATION AND NONRENEWAL	CX 02 33
NEW YORK EXCLUSION - UNMANNED AIRCRAFT	CX 21 44
NY EXCLUSION - COMMUNICABLE DISEASE	CX 21 57
DATA PROCESSORS, COMPUTER CONSULTANTS OR PROGRAMMERS PROFESSIONAL	PCX 60 41
NEW YORK - EXCLUSION - COMMUNICABLE DISEASE	PCX 21 55 NY
Disclosure Pursuant to Terrorism Risk Insurance Act	IL 09 85
EXCLUSION - PFAS	PCX 21 45
TOTAL AIRCRAFT EXCLUSION	PCX 63 44
NUCLEAR ENERGY LIAB EXCL BROAD FM	CX 21 01
PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION	PCX 61 35
EXCLUSION - BIOMETRIC IDENTIFIERS	PCX 63 23
EXCLUSION - ERISA	PCX 63 46
EXCLUSION - CROSS SUITS	PCX 60 32
PROPERTY DAMAGE LIMITATION	PCX 63 01
EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY	PCX 63 45
EXCL CERT ACTS OF TERR OTHER ACTS O/S US	CX 21 35

Our proposal premium is based on the accuracy of the exposures provided to us. The forms listed in our proposal are contingent upon receiving all applicable primary and underlying coverage forms, exclusions, and endorsements prior to issuing our quotation. We also rely on current and accurate primary and underlying claim information.

Any of the following changes *will* trigger an underwriting review and *may* result in modifications to our proposal:

Changes in primary or underlying exposure classifications or amounts
Changes in primary or underlying premiums, forms, exclusions, or endorsements
Changes in primary or underlying claims or other underwriting information

Other Terms and Conditions/Subjectivities:

1. Signed/dated TRIA election form needs to accompany binding order.
2. Before binding, please confirm that the current limits for all professional coverages have been maintained since the earliest retro date.
3. We require copies and acceptance of the insured's employee manual, safe work policy, safe driver program, and fleet maintenance program.
4. Prior to binding we will require completed copies of the supplemental applications.

Please feel free to contact me if you have any questions.

Best regards,

Ryder Kent

Ryder Kent
Director - Underwriting
rkent@orsiu.com | 920-961-4780

Sent to:
TB, TA, TC
6/23/26
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: June 22, 2026

To: Director of Finance T10(914)

From: Steven Woelfle SW
Engineering Department

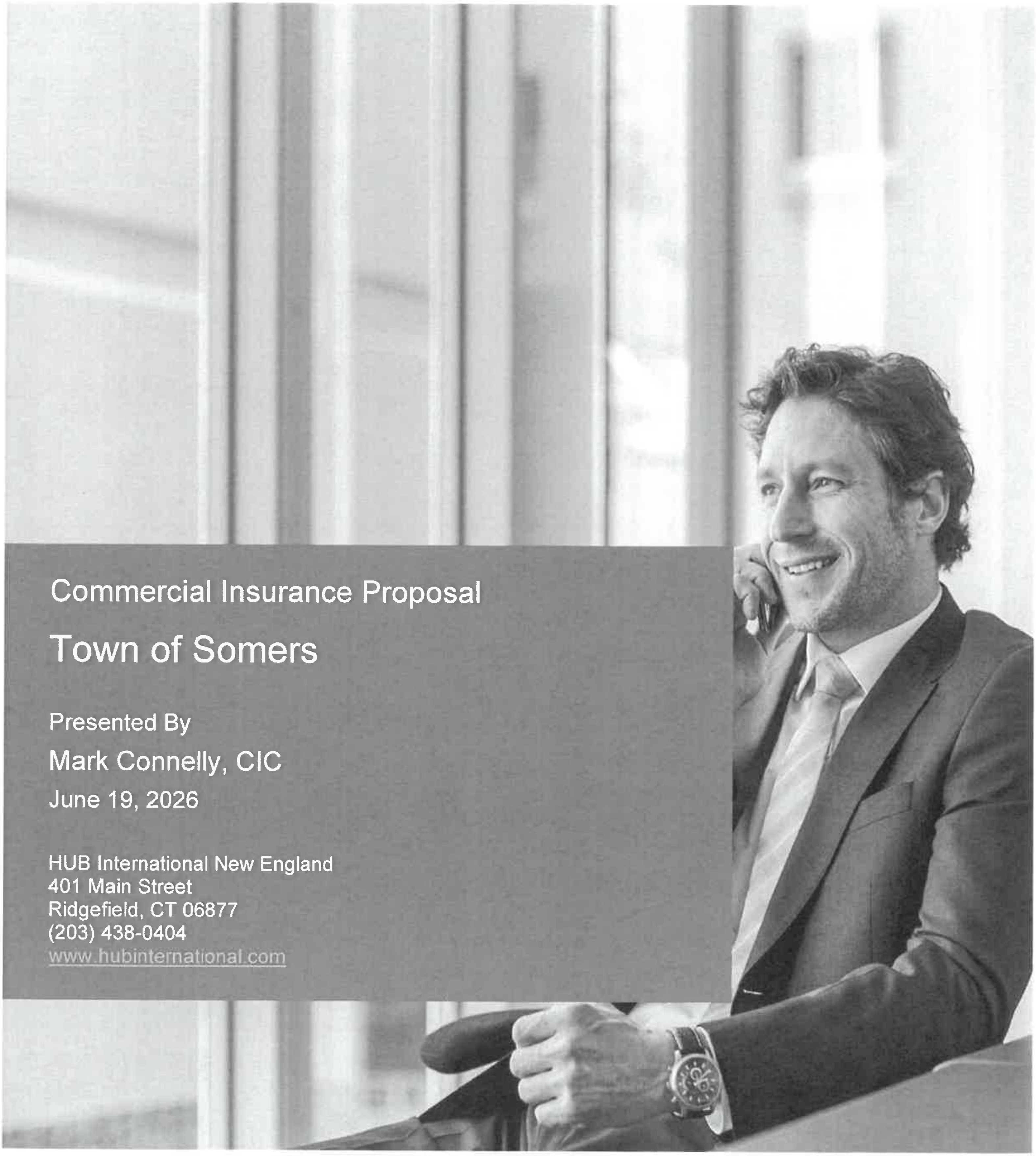
RE: Erosion Control Bond
Lian Wetland and SMESC Permit
TM: 5.18-1-43

Attached is a check in the amount of $200.00 posted by Nejame & Sons of Danbury, LLC, 91 South Street, Danbury, CT 06810 in payment of an Erosion Control Bond for Lian, 20 Putney Road.

Att.
cc: Town Board
Town Clerk

HUB

Sent to:
TB, TA, TC
7/2/26
KD



Commercial Insurance Proposal

Town of Somers

Presented By

Mark Connelly, CIC

June 19, 2026

HUB International New England
401 Main Street
Ridgefield, CT 06877
(203) 438-0404
www.hubinternational.com

Table of Contents

Service Team

Our ability to provide superior service starts with quality people.

The key individuals assisting you with your account are:

Account Executive	
Mark Connelly, CIC	
p 203-894-3123	c:203-521-0411
mark.connelly@hubinternational.com	
Account Manager	
AnnMarie Spencer	
p 203-894-3188	
annmarie.spencer@hubinternational.com	
Claims	
Ann Pomarico	
p (203) 439-2834	f 000.000.0000
ann.pomarico@hubinternational.com	

Executive Summary

To: Robert Scorrano and Robert Kehoe, Town of Somers

From: Mark Connelly, HUB International New England

Re: 2026–2027 Insurance Renewal — Travelers

The Town's renewal premium is $459,131, up $50,517 (+12.4%) over the expiring term, including taxes and surcharges. The increase is spread across the casualty lines; property is the largest single dollar driver. The Property values have increased but retentions, or retro dates have not changed anywhere in the program — the price move is rate and exposure.

Property — up $10,667 (+12.4%)Insured values grew from $36.4M to $41.6M as we reconciled the statement of values: five water/sewer locations were added and the 65 Sienna Drive dwelling was removed. The building rate held flat, so this is driven by what we're insuring, not a rate hike. Equipment Breakdown ($2,873) remains optional if the Town wants to trim the number.

Liability — up roughly $24,000 across GL and the public-entity lines (+14% to +19%) General Liability, Public Entity Management, Employment Practices, and Law Enforcement all rose on rate alone, reflecting market conditions and industry loss experience for municipalities. Limits and deductibles are unchanged.

Auto — up $11,612 (+11%) Liability rose on rate despite a flat fleet of 88 vehicles. Physical damage rates actually came down year-over-year.

Umbrella — up $3,914 (+9.9%) Limit remains $10M with the same underlying structure.

Marketing

To test the market, we submitted the Town's risk to both Trident Public Entity and Glatfelter Public Entity Services. Both came back with indications that were not competitive, and neither could match the Town's current umbrella — each could only provide $5,000,000 of limit against the $10,000,000 in place with Travelers. On that basis, the Travelers renewal remains the strongest option in front of the Town.

Workers' Compensation

We discussed not to going to market. The PERMA program remains very competitive, its dividend history has been stable, and the Town is happy with the claims and risk control services currently being provided. There was no benefit to disrupting that placement.

We're comfortable this is a competitive result given current municipal market conditions and are glad to walk through any line in detail before binding.

Premium Summary

Town of Somers - Commercial Insurance Renewal				
	2025-2026	2026-2027	Year over year Change	Notes
Property	$85,975	$96,642	12.41%	Values adjusted from $36,416,192 to $41,591,491 (+14.2%)
Inland Marine	$12,161	$12,511	2.88%	
General Liability	$86,766	$98,555	13.59%	GL is up $12,539 (+14.6%), Public Entity Management up $3,119 (+19.4%), Employment Practices up $5,173 (+14.7%), and Law Enforcement up $3,203 (+16.1%). All limits, retentions, retro dates, and the abuse/molestation sublimit are unchanged year-over-year — this is rate, not coverage erosion. Includes $750 OCP
EBL	$381	$381	0.00%	
Police Prof	$19,916	$23,119	16.08%	
Public Official Liab	$16,092	$19,211	19.38%	Increasases in these lines are driven by general market conditions and open item as it relates to Employee Handbook
Employment Practices	$35,311	$40,484	14.65%	
Auto Liability	$88,644	$98,642	11.28%	1 additional Unit over last year. Auto Liability is up $9,998 (+11.3%) on a flat fleet (88 autos / 8 trailers); the composite per-unit liability rate moved from $1,008 to $1,121. Physical Damage is up only $1,614 (+7.0%) and the comp/collision composite rates actually came DOWN (0.182→0.161 and 0.223→0.198).
Auto Physical Damage	$22,901	$24,515	7.05%	
Umbrella $10m	$39,677	$43,591	9.86%	The $10M umbrella is up $3,914 (+9.9%) with limits, SIR, and the underlying schedule unchanged. NY Highway Special Protective ($750) and Employee Benefits Liability ($381) are flat.
Excess Umbrella $5m	$41,507	$41,820	0.75%	
State Fees	$910	$730	-19.78%	
Total	**$450,241**	**$500,201**	**11.10%**	
Work Comp - PERMA	$150,739	$159,672	**5.93%**	Premium must be paid before 7/1/2026 for prepaid discount
Total All Lines	**$600,980**	**$659,873**	**9.80%**	

Confirmation to Bind

CONFIRMATION TO BIND AGREEMENT

I, Town of Somers, acknowledge that we have reviewed the enclosed proposal and confirm HUB's acknowledgment to bind the programs described within:

As Proposed: _____

Changes as Follows:

Binding Subjectivities:

-
-

Accepted By: ______________________________ Date: ______________________________
Name & Title

Electronic Documents

CONSENT TO RECEIVE ELECTRONIC DOCUMENTS

Town of Somers (Client) hereby consents and agrees to receive electronic documents related to insurance coverage procured or quoted by, or Client's business relationship with, HUB International New England (HUB). In addition to traditional manners of delivery, Hub may transmit documents to Client through electronic means, such as electronic mail, facsimile and client portal. The documents that may be transmitted electronically include, but are not limited to, the following: insurance policies; policy information pages; coverage forms; endorsements; applications; binders; certificates and evidence of insurance; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondences; notices of cancellation and non-renewal; and policies related to the operation of HUB's business.

Please provide e-mail address of proper recipient below.

____

I approve of receiving policies and other documentation, when available, via electronic mail or through client portal.

Please consider the Environment

Signature	Date

Marketing Summary

Market	Status / Quotes	Response / Comments
Trident Public Entity	Indication given	Indicated $600,000 against Travelers renewal (no work comp) Maxixmum limit for umbrella offering is $5,000,000 vs Travelers $10,000,000.
Glatfelter Public Enity	Range pricing $580,000 to $600,000	Indicated $580,000 to $600,000 against Travelers renewal (no work comp) Maxixmum limit for umbrella offering is $5,000,000 vs Travelers $10,000,000. EE Handbook required
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Travelers Detailed Proposal

TRAVELERS

PRESENTED BY

HUB INTERNATIONAL NE LLC
401 MAIN ST
RIDGEFIELD, CT 06877

PROPOSED ON 06/11/2026 FOR

TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589

On behalf of **HUB INTERNATIONAL NE LLC** and **The Travelers Companies, Inc. and its affiliates**, we appreciate the opportunity to provide **TOWN OF SOMERS** with the following policy proposal.

https://www.travelers.com/risk-control

Travelers Risk Control- Our Expertise is Your Advantage

Travelers Risk Control is an innovative provider of cost-effective risk management services and products. As one of the largest Risk Control departments in the industry, our scale allows the right resources at the right time to meet customer needs. For over 110 years, our loss prevention professionals have assisted agents, brokers and customers across the country and around the world.

https://www.travelers.com/claims

Claim Services

Travelers has over 11,000 highly trained Claim professionals located across the U.S. Our local field representatives are supported by teams of dedicated customer service, catastrophe response, legal, medical, investigative, engineering, and large loss experts. Claims can be complex and expensive. We'll help you manage claims to control your total risk-related costs.

Meet your Travelers team

General

Overall Account
Elizabeth Johnson
Account Executive
EKJOHNSO@travelers.com
860-277-1953

Policy Services
John Daily
Operations Account Specialist
JPDAILY@travelers.com
651-310-3711

To report, ask a question or discuss a claim please call 1-800-238-6225. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss or provide assistance on any existing claim.

Your policies

Commercial Package Program - Simp. Occ.

Policy Number	H-630-2H026177-TIL-26
Effective	07/01/2026 – 07/01/2027
Insuring Company	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NY Highway Special Protective Liability

Policy Number	H-PRH-5Y284859-TIL-26
Effective	07/01/2026 – 07/01/2027
Insuring Company	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

General Liability

Policy Number	ZLP-31M61852-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Employee Benefit Liability

Policy Number	ZLP-31M61852-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Law Enforcement Liability

Policy Number	ZLP-31M61852-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Public Entity Management Liability

Policy Number	ZLP-31M61852-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Public Entity Employment-Related Practices Liability

Policy Number	ZLP-31M61852-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Auto Liability

Policy Number	810-2H026177-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Auto Physical Damage

Policy Number	810-2H026177-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Umbrella Liability

Policy Number	ZUP-61M61507-26-PB
Effective	07/01/2026 – 07/01/2027
Insuring Company	THE TRAVELERS INDEMNITY COMPANY

Locations schedule

630 - 2H026177 – Commercial Package Program - Simp. Occ.

LOC/BLDG	DESCRIPTION	ADDRESS
1/1	TOWN HALL/HISTORICAL	335 ROUTE 202, SOMERS, NY 10589
1/2	ELEPHANT STATUE	335 ROUTE 202, SOMERS, NY 10589
2/3	ANNEX	337 RTE 202, SOMERS, NY 10589
3/4	HIGHWAY DEPT	250 RTE 100, SOMERS, NY 10589
3/5	HIGHWAY DEPT SALT BARN	250 RTE 100, SOMERS, NY 10589
3/6	DPW BLDG	250 RTE 100, SOMERS, NY 10589
3/39	DPW BLDG	250 RTE 100, SOMERS, NY 10589
4/7	PAVILION	82 PRIMROSE ST, SOMERS, NY 10589
4/8	ADMIN BLDG	82 PRIMROSE ST, SOMERS, NY 10589
4/9	OFFICES	82 PRIMROSE ST, SOMERS, NY 10589
4/10	HISTORICAL DWELLING	82 PRIMROSE ST, SOMERS, NY 10589
4/11	HORSE BARN HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/12	CARRIAGE HOUSE HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/13	HAY DAIRY BARN HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/14	IMPLEMENT SHED HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/15	ICE HOUSE HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/16	CORN CRIB HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/17	GRANARY SHED HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
4/18	SUMMER KITCHEN HISTORICAL	82 PRIMROSE ST, SOMERS, NY 10589
5/19	DWELLING	199 RTE 118, SOMERS, NY 10589
6/20	NUTRITION CENTER	100 PRIMROSE STREET ROUTE 139, SOMERS, NY 10589
6/21	POLICE STATION	100 PRIMROSE STREET ROUTE 139, SOMERS, NY 10589
6/22	BARN STORAGE	100 PRIMROSE STREET ROUTE 139, SOMERS, NY 10589
7/23	LIBRARY	82 PRIMROSE ST., SOMERS, NY 10589
8/24	BALLEY PARK GAZEBO	INTERSECTION RTE 202 & RTE 100, SOMERS, NY 10589
9/25	LIONS PAVILION	84 PRIMROSE STREET, SOMERS, NY 10589
10/26	SHENEROCK WATER AND DAM	40 LAKE DRIVE, SHENOROCK, NY 10587
11/27	WATER TOWER	11 ROSS DRIVE SHENOROCK, SHENOROCK, NY 10587
12/28	OFFICE TRAILER	84 PRIMROSE STREET, SOMERS, NY 10589
13/29	TOMAHAWK CHAPEL HISTORICAL	195 TOMAHAWK ST, SOMERS, NY 10589
14/30	MT ZION CHURCH HISTORICAL	76 RTE 139, S OF REIS PARK, SOMERS, NY 10589
15/31	PLAY EQUIP BALL FIELDS & LIGHTING	84 PRIMROSE ST, SOMERS, NY 10589
16/32	PUMP STATION FOR SEWER DISTRICT	82 TRAVIS RD, SOMERS, NY 10589
16/33	PUMP STATION FOR SEWER DISTRICT	SOMERS COMMONS, SOMERS, NY 10589

17/34	PUMP STATION FOR SEWER DISTRICT	2 WINDSOR ROAD, SOMERS, NY 10589
18/35	DISTRIBUTION CENTER UNDERGROUND ROO	2552 RTE. 35, SOMERS, NY 10589
19/36	VALVE CHAMBER	141 RTE 118, SOMERS, NY 10589
20/37	3 WELLS AND CONTROL SYSTEM	51 TRAVIS ROAD, WELL HOUSE LOT A, SOMERS, NY 10589
21/38	DWELLING, REYNOLDS HOUSE	51 PRIMROSE ST, ANGLE FLY PRESERVE, SOMERS, NY 10589
22/40	PUMP STATION	TRAVIS RD & BALDWIN, SOMERS, NY 10589
23/41	PUMP STATION	15 WINDSOR ROAD, SOMERS, NY 10589
24/42	PUMP STATION	57 RTE. 6, SOMERS, NY 10589
26/44	OFFICE	40 LAKE DRIVE, SHENOROCK, NY 10587
27/45	WELL SITE	86 TRAVIS ROAD BALDWIN, SOMERS, NY 10589
28/46	PUMP STATION	50 RTE. 6 & 54 CLAYTON BLVD, SOMERS, NY 10589
29/47	PUMP STATION	16 RTE. 6, YORKTOWN HEIGHTS, NY 10598
30/48	PUMP STATION	82 TRAVIS ROAD BALDWIN, SOMERS, NY 10589

PRH - 5Y284859 – Ny Highway Special Protective Liability

LOC/BLDG	DESCRIPTION	ADDRESS
1/1	MAIN	335 ROUTE 202, SOMERS, NY 10589

Property coverage premium summary

Policy Number 630-2H026177

Coverages and limits of insurance – described premises

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below, and then only at the premises locations for which a value for such coverage or property is shown on the Statement of Values dated 7/1/2020 , or subsequently reported to and insured by us. For Insurance that applies to a specific premises location see Deluxe Property Coverage Part Schedule - Specific Limits

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY	LIMITS OF INSURANCE
Building and Your Business Personal Property	$41,591,491

Co-insurance provision

Coinsurance does not apply to Blanket Coverages shown above.

Valuation provision

Replacement cost (subject to limitations) applies to most types of covered property (See Valuation Loss Condition).

Additional covered property

	LIMITS OF INSURANCE
Personal Property at Undescribed Premises	
At any "exhibition" premises	$50,000
At any installation premises or temporary storage premises	Not Covered
At any other not owned, leased or regularly operated premises	$50,000
Personal Property in Transit	$50,000

Deluxe property coverage form - additional coverages & coverage extensions

The Limits of Insurance shown in the left column are included in the coverage form and apply unless a Revised Limit of Insurance or Not Covered is shown in the Revised Limits of Insurance column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Accounts Receivable		
At all described premises	$50,000	$100,000
In transit or at all undescribed premises	$25,000	$100,000
Appurtenant Buildings and Structures	$100,000	
Claim Data Expense	$25,000	
Covered Leasehold Interest – Undamaged Improvements & Betterments		
Lesser of Your Business Personal Property limit or:	$100,000	
Debris Removal (additional amount)	$250,000	
Deferred Payments	$25,000	
Duplicate Electronic Data Processing Data and Media	$50,000	
Electronic Data Processing Data and Media		
At all described premises	$50,000	
Employee Tools		
In any one occurrence	$25,000	
Any one item	$2,500	
Expediting Expenses	$25,000	
Extra Expense	$25,000	
Fine Arts		
At all described premises	$50,000	$100,000
In transit	$25,000	
Fire Department Service Charge	Included*	
Fire Protective Equipment Discharge	Included*	
Green Building Alternatives – Increased Cost		
Percentage 1%		
Maximum amount – each building	$100,000	
Green Building Reengineering and Recertification Expense	$25,000	
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	$25,000	
Loss of Master Key	$25,000	
Newly Constructed or Acquired Property		
Buildings - each	$2,000,000	
Personal Property at each premises	$1,000,000	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe property coverage form - additional coverages & coverage extensions

	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Non-Owned Detached Trailers	$25,000	
Ordinance or Law Coverage	$250,000	$500,000
Outdoor Property	$25,000	$50,000
Any one tree, shrub or plant	$2,500	
Outside Signs		
At all described premises	$100,000	
At all undescribed premises	$5,000	
Personal Effects	$25,000	$50,000
Personal Property At Premises Outside of the Coverage Territory	$50,000	
Personal Property In Transit Outside of the Coverage Territory	$25,000	$150,000
Pollutant Cleanup and Removal – Annual Aggregate	$100,000	
Preservation of Property		
Expenses to move and temporarily store property	$250,000	
Direct loss or damage to moved property	Included*	
Reward Coverage		
25% of covered loss up to a maximum of:	$25,000	
Stored Water	$25,000	
Theft Damage to Rented Property	Included*	
Undamaged Parts of Stock in Process	$50,000	
Valuable Papers and Records – Cost of Research		
At all described premises	$50,000	$100,000
In transit or at all undescribed premises	$25,000	$100,000
Water or Other Substance Loss – Tear Out and Replacement Expense	Included*	

*Included means included in applicable Covered Property Limit of Insurance

Deluxe business income (and extra expense) coverage form - described premises

PREMISES LOCATION NO.	BUILDING NO.	LIMITS OF INSURANCE
001-025	001-043	$1,000,000

Rental Value: Included

Ordinary Payroll: Included

Deluxe business income - additional coverages and coverage extensions

The Limits of Insurance, Coverage Period and Coverage Radius shown in the left column are included in the coverage form and apply unless a revised Limit of Insurance, Coverage Period, Coverage Radius or Not Covered is shown under the column on the right. The Limits of Insurance apply in any one occurrence unless otherwise stated.

	LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS	REVISED LIMITS OF INSURANCE, COVERAGE PERIOD OR COVERAGE RADIUS
Business Income from Dependent Property		
At Premises Within the Coverage Territory	$100,000	$250,000
At Premises Outside of the Coverage Territory	$100,000	
Civil Authority		
Coverage Period	30 days	
Coverage Radius	100 miles	
Claim Data Expense	$25,000	
Contract Penalties	$25,000	
Extended Business Income		
Coverage Period	180 days	
Fungus, Wet Rot or Dry Rot – Amended Period of Restoration		
Coverage Period	30 days	
Green Building Alternatives – Increased Period of Restoration		
Coverage Period	30 days	
Ingress or Egress	$25,000	
Coverage Radius	1 mile	
Newly Acquired Locations	$500,000	
Ordinance or Law - Increased Period of Restoration	$250,000	
Pollutant Cleanup and Removal – Annual Aggregate	$25,000	
Transit Business Income	$25,000	
Undescribed Premises	$25,000	

Causes of loss – Earthquake – aggregate in any one policy year, for all losses covered under the Causes of loss – Earthquake endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-42	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

Causes of loss – Broad Form Flood – aggregate in any one policy year, for all losses covered under the Causes of loss – Broad Form Flood endorsement, commencing with the inception date of this policy:

		AGGREGATE LIMITS OF INSURANCE
01. Applies at the following Building(s) numbered:	01-23,25,28-32,36,38-39	$1,000,000

If more than one Annual Aggregate Limit applies in any one occurrence, the most we will pay is the highest involved Annual Aggregate Limit. The most we will pay during each annual period is the highest of the Annual Aggregate Limits shown.

EXCESS OF LOSS LIMITATION APPLIES – See Causes of Loss – Broad Form Flood endorsement.

Causes of loss – equipment breakdown DX T3 19

The insurance provided for loss or damage caused by or resulting from Equipment Breakdown is included in, and does not increase the Covered Property, Business Income, Extra Expense, and/or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

COVERAGE EXTENSION:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Spoilage	$25,000	$250,000

LIMITATIONS:	LIMITS OF INSURANCE	REVISED LIMITS OF INSURANCE
Ammonia Contamination	$25,000	$250,000
Hazardous Substance	$25,000	$250,000

All Coverage Property Damage Deductible

Direct Damage to Covered Property	$5,000

Business Income & Extra Expense

Business Income and Extra Expense loss or expense caused by physical damage to covered property	72 Hours

Utility services

	LIMITS OF INSURANCE
Direct Damage - in any one occurrence (See Utility Services – Direct Damage endorsement)	$100,000
Time Element - in any one occurrence (See Utility Services – Time Element endorsement)	$100,000

Coverage is provided for the following:
Water Supply
Communication Supply
Power Supply

Coverage for Overhead Transmission Lines is:
Provided subject to Limit of Insurance of $25,000 in any one occurrence

Electronic Vandalism Limitation Endorsement DX T3 98

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

ADDITIONAL COVERED PROPERTY DX T3 62

Prem#	Bldg#	Desc. Of Property	Limit Of Insurance
015	031	BUILDING COVERAGE: BRIDGES, ROADWAYS,WALKS, PATIOS OR OTHER PAVED SURFACES	$25,000
015	031	BUILDING COVERAGE: ARTIFICAL TURF ANDASSOCIATED UNDERLAYMENT	$40,000
015	031	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	$40,000
015	031	BUILDING COVERAGE: BRIDGES, ROADWAYS,WALKS, PATIOS OR OTHER PAVED SURFACES	$25,000
015	031	BUILDING COVERAGE: ARTIFICAL TURF ANDASSOCIATED UNDERLAYMENT	$40,000
015	031	BUILDING COVERAGE: FENCES OUTSIDE OFBUILDINGS	$40,000

Public Sector Services Additional Coverage Endorsements

	LIMIT OF INSURANCE
Spoilage Coverage Extension DX T3 15	$10,000

	LIMIT OF INSURANCE
Sewer or Drain Backup Amendment DX T4 45	$50,000

Public Entity Property Extensions DX T4 47	LIMIT OF INSURANCE
Confiscated Property	$100,000
Street Lights – each item	$2,500
Street Lights – maximum per occurrence	$50,000
Street Signs – each item	$2,500
Street Signs – maximum per occurrence	$50,000
Traffic Signs and Lights – each item	$2,500
Traffic Signs and Lights – maximum per occurrence	$50,000
Stadium Lights – per occurrence	$2,500
Stadium Lights – maximum per occurrence	$50,000

Deductibles

By Earthquake

	PERCENTAGE	OCCURENCE
01. in any one occurrence, at the following Building(s) numbered: 001-042		$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

By Flood

		OCCURENCE
01. At each of the following Building(s) numbered: 001-023,025,028-032,036,038-039 in any one occurrence		$50,000

As respects Business Income Coverage a 72 hour deductible applies at all premises locations.

To Utility Services

Direct Damage, in any one occurrence:	$2,500
Time Element, in any one occurrence:	72Hours

Business Income

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

Any Other Covered Loss

in any one occurrence:	$5,000

Except As Indicated Below

Any Other Covered Loss , to premises location(s): 009/019 in any one occurrence:	$2,500

Rating Basis

Total Rating Basis	$42,591,491
Building Rate	0.209
Business Personal Property Rate	0.28
Time Element Rate	0.17
Premium for Policy Period	$96,053
Taxes & Surcharges	$589
Deluxe Total	$96,642

Note: The Premium shown above includes the premium charged for Equipment Breakdown coverage. The premium for Equipment Breakdown coverage is $2,873.
If you elect not to purchase Equipment Breakdown coverage, please contact your Account Executive and a revised quote without Equipment Breakdown coverage will be sent to you.

Inland Marine coverage premium summary

Policy Number 630-2H026177

Miscellaneous Property Coverage Form CM T2 39

COVERAGE AND LIMITS OF INSURANCE

Covered property consists of the following when indicated by an 'X' below:

[X] **Scheduled items:**

[X] As shown on the most current schedule on file with us. The amount shown on such schedule for each item is the limit of insurance applying to that item.

Total limit of insurance for all scheduled items: $441,000

COVERAGE EXTENSIONS	LIMITS OF INSURANCE
Fire Protective Systems:	$75,000
Newly Acquired Property:	$25,000
Preservation Of Property Expense:	$5,000
Valuable Papers and Records:	$50,000

ADDITIONAL COVERAGES:	LIMITS OF INSURANCE
Claim Data Expense:	$5,000
Debris Removal Increased Limit:	$75,000
Fire Or Police Department Service Charge:	$25,000
Pollutant Cleanup And Removal:	$25,000
Reward Coverage:	$2,500

Deductible

Deductible applying to all covered loss or damage unless a more specific deductible for the covered loss is shown below or elsewhere in this proposal: $1,000

Valuation

Replacement Cost

Coinsurance

The following Coinsurance applies when indicated by an 'X':

[ ] 100% [ ] 90% [ ] 80% [X] No Coinsurance Applies

Premium

Premium:	$2,553 Annual Premium	$2,553 Term Premium
Minimum earned premium:		None

Other Terms and Conditions

Contractors Equipment Coverage Form CM T2 42

COVERAGE AND LIMITS OF INSURANCE

Covered Property

Coverage consists of the following when indicated by an 'X':

[X] **Scheduled Equipment**

[X] As shown on the most current schedule on file with us. The amount shown on such schedulefor each item of equipment is the limit of insurance applying to that item.

Total limit of insurance for all Scheduled Equipment: $2,066,490

[X] **Unscheduled Owned Equipment**

Total limit of insurance for all unscheduled owned equipment: $128,373

Limit of insurance for any one unscheduled owned item of equipment: $5,000

[X] **Unscheduled Equipment Owned By Others**

Limit of insurance for any one unscheduled item of equipment leased, rented, or borrowed from others: $100,000

Total limit of insurance for all items of Equipment in any one Occurrence: $2,294,863

Deductible

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this proposal:

[X] Dollar Deductible: $1,000

Valuation and Coinsurance

Valuation

The following Valuation applies to the applicable Covered Property:

Scheduled Equipment:

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Unscheduled Owned Equipment:
Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an X'.

Equipment Owned By Others:
The amount for which you are legally liable, not to exceed Replacement Cost.

Coinsurance
The following coinsurance applies to Scheduled Items when indicated by an 'X':

	100%		90%		80%	X	No Coinsurance Applies

Premium

The following Premium options apply when indicated by an 'X':

[X] Scheduled and Unscheduled Owned Equipment

[X] Non Reporting
Premium $9,592

[ ] Premium Adjustment
Premium Base Values
Estimated Premium Base Amount
Annual Rate Per $100
Inception Premium
Adjustment Rate Per $100

[X] Leased Or Rented From Others

[X] Non Reporting
Premium $366

[ ] Premium Adjustment
Premium Base Values
Estimated Premium Base Amount
Inception Premium
Adjustment Rate Per $100

Total Premium Due At Inception: $9,958

Other Terms and Conditions

CM B0 97 - Contractors Equipment Supplemental Declarations

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	$10,000
Document And Data Restoration Costs:	$50,000
Fire Protective Systems:	$75,000
Hauling Property Of Others:	$100,000
Newly Acquired Equipment - Per Item:	$250,000

Rental Costs:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Upgrades To Covered Property:	$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	$5,000
Continuing Rental Payments:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Contract Penalty:	$25,000
Debris Removal Increased Limit:	$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	$1,000
Any One Employee:	$2,500
Any One Occurrence:	$5,000
Errors Or Unintentional Omissions:	$100,000
Expediting Expenses:	$25,000
Expendable Supplies:	$10,000
Fire Or Police Department Service Charge:	$25,000
Lost Warranty Or Service Contract:	$10,000
Pollutant Clean Up And Removal:	$25,000
Preservation Of Property Expense:	$50,000
Reward Coverage:	$2,500
Tracking System Deductible Waiver Amount:	$10,000

CM B0 99 - Contractors Equipment Deductible Schedule
The following specific Deductible(s) apply to loss or damage to the type of property, or to loss or damage by the cause of loss, as indicated by an 'X' below:

[X] **Earth Movement Deductible:**

[X] Dollar Deductible: $50,000

[X] **Flood Deductible:**

[X] Dollar Deductible: $50,000

CM U3 52 – Flood Limitation – Described Property or Locations

SCHEDULE OF DESCRIBED PROPERTY OR LOCATIONS	FLOOD OCCURRENCE LIMIT OF INSURANCE	FLOOD ANNUAL AGGREGATE LIMIT OF INSURANCE
ALL COVERED PROPERTY	2,027,774	2,027,774

CM U3 67 – Earth Movement Limitation – Described Property or Locations

SCHEDULE OF DESCRIBED PROPERTY OR LOCATIONS	OCCURRENCE LIMIT OF INSURANCE	ANNUAL AGGREGATE LIMIT OF INSURANCE
ALL COVERED PROPERTY	2,027,774	2,027,774

Gross Premium: $12,511

New York - Electronic Vandalism Limitation And Other Changes CM U1 64

ELECTRONIC VANDALISM	LIMIT OF INSURANCE
Aggregate in any 12 month period of this policy:	$10,000

Owners and Contractors Protective Liability

Policy Number PRH-5Y284859

ISO Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor

Please note that the following refers to an Owners and Contractors Protective Liability Policy which you have been required to purchase on behalf of an owner or contractor; this coverage is not part of your insurance protection.

Name Insured:	THE PEOPLE OF THE STATE OF NEW YORK
Policy Period:	365
Designated Contractor:	
Location of Covered Operations:	
Limits of Liability:	

	Limits of Insurance
Aggregate Limit	$2,000,000
Each Occurrence Limit	$1,000,000
Existence Hazard Aggregate Limit	$2,000,000

Special Protective And Highway Liab Dec

Designated Contractor:	TOWN OF SOMERS
Mailing Address:	335 ROUTE 202SOMERS, NY 10589
Location Of Cov Operation:	STREETS/ROADS
Description Of Operations:	WORK PERMITS. NEW YORK STATEDEPARTMENT OF TRANSPORTATION -SPECIAL HAULING

Total Contract Cost:	
Rate (per $1,000 of cost):	
Gross Premium:	$750 (subject to audit)

General Liability coverage premium summary

Policy Number ZLP-31M61852

Occurrence

Option 1

Gross Premium	$98,555

COVERAGE	LIMIT
General Aggregate Limit	$3,000,000
Products/Completed Operations Aggregate Limit	$3,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	$1,000,000
Each Occurrence Limit	$1,000,000
The following limits apply:	
Damage to Premises Rented to You Limit (Any One Premises)	$1,000,000
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	$1,000,000
Failure To Supply Limit	$1,000,000
Abuse or Molestation Aggregate Limit	$2,000,000
Each Abuse or Molestation Offense Limit	$2,000,000

Miscellaneous Items

DESCRIPTION

Limited Abuse Or Molestation Liability Coverage
Cemetery Professional Services Liability
Additional Insured - Designated Person Or Organization
Somers Central School District

Amendments

DESCRIPTION

Exclusion - PFAS
XTEND Endorsement For Public Entities
Mobile Equipment Redefined - Public Entities
Amendment - Pollution Exclusion
Cap On Losses From Certified Acts Of Terrorism
Exclusion - Injury To Volunteer Firefighters
Exclusion - Law Enforcement Activities Or Operations
Coverage C - Medical Payments Exclusion
Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
Exclusion - Public Use Of Private Property
Exclusion - Discrimination
Exclusion - Professional Health Care Services - Public Entities

Exclusion - Violation Of Consumer Financial Protection Laws
Amendment Of Intellectual Property Exclusion
Exclusion - Lead
Exclusion - Nuclear Energy Liability
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured

General Liability Employee benefits liability

Policy Number ZLP-31M61852

Claims Made

Option 1

Gross Premium	$381

COVERAGE	LIMIT
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000

Deductibles

The following deductibles (Loss Only) apply:

Each Employee Deductible (Loss Only)	$1,000

Retroactive Date: None

Law Enforcement Liability

Policy Number ZLP-31M61852

Occurrence

Option 1

Gross Premium	$23,119

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$10,000

Amendments

DESCRIPTION

Exclusion - PFAS
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations
Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws

Policy Number ZLP-31M61852

Claims Made

Option 1

Gross Premium	$19,211

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

Retroactive Date:	07/01/1980

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation

The following deductible (Damages Only) applies:

Each Wrongful Act Deductible - Damages Only	$10,000

Amendments

DESCRIPTION

Exclusion - PFAS
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Amendment Of Network And Information Security Wrongful Act Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
Amendment Of Law Enforcement Activities Or Operations Definition

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport
Yes	Health Care Facilities: Clinics
Yes	Health Care Facilities: Hospital
Yes	Health Care Facilities: Blood Banks
Yes	Health Care Facilities: Nursing Homes
Yes	Health Care Facilities: Rehabilitation Facilities
Yes	Port Authorities
Yes	Transit Authorities
Yes	Gas Utilities
Yes	Electric Utilities
Yes	Housing Authorities
Yes	Schools or School Districts
Yes	Joint Powers Authority

Public Entity Employment related practices liability

Policy Number ZLP-31M61852

Claims Made

Option 1

Gross Premium	$40,484

Important notice

Defense expenses are payable within the limits of Insurance

COVERAGE	LIMIT
Aggregate Limit	$1,000,000
Each Wrongful Employment Practice Offense Limit	$1,000,000

Deductibles

Deductibles apply to damages & defense expenses unless required otherwise by state regulation.

The following deductible (Damages Only) applies:

Each Wrongful Employment Practice Offense Deductible (Damages Only)	$15,000

Retroactive Date	07/01/1980

Miscellaneous Items

DESCRIPTION
Defense Expenses Outside Of Limits

Amendments

DESCRIPTION
Amendment Of Joint Powers Authority Definition
Cap On Losses From Certified Acts Of Terrorism
Exclusion - Other Employment Laws
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

The following are excluded when "yes" is indicated below. If "no" is indicated, an amendment and/or manuscript endorsement may be required

Yes	Airport
Yes	Health Care Facilities: Clinics
Yes	Health Care Facilities: Hospital
Yes	Health Care Facilities: Blood Banks
Yes	Health Care Facilities: Nursing Homes
Yes	Health Care Facilities: Rehabilitation Facilities
Yes	Port Authorities
Yes	Transit Authorities
Yes	Gas Utilities
Yes	Electric Utilities
Yes	Housing Authorities
Yes	Schools or School Districts
Yes	Joint Powers Authority

Commercial Auto coverage premium summary

Policy Number 810-2H026177

Option 1

Gross Premium $98,642

COVERAGE	AUTO SYMBOLS	LIMITS
Liability	1 only	$1,000,000
Personal Injury Protection	5 only	Included
Additional PIP		$100,000
Optional Basic Economic Loss		Included
Medical Payments	2 only	$5,000
Uninsured/Underinsured Motorist	6 only	$1,000,000

Number of autos, excluding trailers 88
Number of trailers 8

Miscellaneous Items

DESCRIPTION
New York Mutual Aid Endorsement
New York Mobile Equipment

Amendments

DESCRIPTION
Amendment Of Bodily Injury Definition
Public Entity Auto Extension
Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded
Amendment Of Employee Definition
Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Commercial Auto Physical Damage

Option 1

Gross Premium $24,515

COVERAGE	VALUATION	UNITS	DEDUCTIBLE
Symbol 2,8			
Comprehensive	Actual Cash Value	96	$1,000
Collision	Actual Cash Value	96	$1,000

Miscellaneous Items

DESCRIPTION
Full Coverage Window Glass - New York
Hired Auto Physical Damage-Loss Of Use-Comprehensive/Collision-Deductible: $250/$250

Amendments

DESCRIPTION
Public Entity Auto Extension

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability**.
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

	LIABILITY	COMPREHENSIVE	COLLISION
Option 1	$1,121	0.161	0.198

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

Umbrella coverage premium summary

Policy Number ZUP-61M61507

Option 1

Total estimated policy premium	$43,591

Coverage information and limits

COVERAGE	LIMIT
General Aggregate Limit	$10,000,000
Products – Completed Operations Aggregate Limit	$10,000,000
Occurrence Limit	$10,000,000
Crisis Management Service Expenses Limit	$50,000
Self Insured Retention Any One Occurrence or Event	$10,000

Underlying schedule

Coverage is provided over the following underlying coverages:	Limit
General Liability Limit	$1,000,000
Employee Benefits Liability	$1,000,000
Auto Liability	$1,000,000
Law Enforcement Liability	$1,000,000
Public Entity Management Liability	$1,000,000
Public Entity Employment-Related Practices Liability	$1,000,000

Excess Follow-Form And Umbrella Liability Insurance

Amendments

COVERAGE
PFAS Exclusion - Coverages A And B
Policy Declarations - Excess Follow-Form And Umbrella Liability
Schedule Of Underlying Insurance
Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
Intellectual Property Exclusion - Coverage B
Coverage For Financial Interest In Foreign Insured Organizations
Failure To Supply Exclusion - Coverages A And B
Mobile Equipment Racing Exclusion - Coverage B
Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B
Amendment Of Coverage - Definitions
Public Use Of Private Property Exclusion - Coverages A And B
Follow-Form Limitation -Coverage B
Watercraft Liability Exclusion - Coverage B
Amendment Of Underlying Insurance Definition
Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B

Discrimination Exclusion - Coverage B
Injury To Volunteer Firefighters Exclusion - Coverage B
Law Enforcement Activities Or Operations Exclusion - Coverage B
Lead Exclusion - Coverage B
Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A
Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B
Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception
Damage To Property Exclusion - Coverage A

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Account summary

Premium summary

COVERAGE	POLICY NUMBER	PREMIUM
Deluxe	630-2H026177	$96,642
Ny Highway Special Protective Liability	PRH-5Y284859	$750
General Liability	ZLP-31M61852	$98,555
Employee Benefits Liability	ZLP-31M61852	$381
Inland Marine	630-2H026177	$12,511
Law Enforcement Liability	ZLP-31M61852	$23,119
Public Entity Management Liability	ZLP-31M61852	$19,211
Public Entity Employment Related Practices Liability	ZLP-31M61852	$40,484
Auto Liability	810-2H026177	$98,642
Auto Physical Damage	810-2H026177	$24,515
Umbrella Excess Liability	ZUP-61M61507	$43,591
	Total	**$458,401**
	Taxes & Surcharges	**$730**

Note: *The estimated premium shown in the Premium Schedule and Quote Options, if any, may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding. Estimated taxes and surcharges may differ depending on selection of Quote Options, if any.*

IMPORTANT NOTE REGARDING ACCOUNT MINIMUM PREMIUM

The lines of business shown in the *Premium Schedule and Quote Options, if any*, are subject to a $5,000 account minimum premium. If the line(s) of business selected for binding do not total at least $5,000, then the premiums shown for those lines of business will be adjusted to total $5,000.

Payment plan
Agency Bill - Quarterly

Bill Payment Options can be found at: Travelers.com/AutoPay

Note: The amount of each installment will be reflected on your policy invoicing.

Account summary

Disclosure

Unless accepted, the offer(s) of insurance contained in this proposal expire(s) automatically thirty (30) days after the proposal date referenced on the cover page, or the proposed effective date if earlier. This proposal is not a binding contract of insurance. If you have questions regarding this proposal, please contact your Travelers Representative.

The following outlines the coverage forms, limits of insurance, policy endorsements and other terms and conditions provided in this proposal/quote. Any policy coverages, limits of insurance, policy endorsements, coverage specifications, or other terms and conditions that you have requested that are not included in this proposal/quote have not been agreed to by Travelers. Please review this proposal/quote carefully and if you have any questions, please contact your Travelers representative.

This proposal/quote does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in the claim or loss and any applicable law.

Please note that changes in the exposures, limits, or coverages may result in changes in rates and/or account pricing. Additionally, due to the expense of processing and servicing this account, in the event this quote is not accepted in its entirety, we reserve the right to reprice and reunderwrite this quote.

The policies will also be subject to all state-mandated endorsements.

At our discretion, we may decide to perform an interim test audit during the upcoming policy period to verify the adequacy of the exposure estimates that have been provided to us. If we decide to perform an interim test audit, a Travelers Auditor will contact the insured at the appropriate time to set up an appointment. The results of any interim test audit that we perform will be shared with you as soon as possible after the audit report has been completed.

As Broker/Agent you will be responsible for being aware of and complying with the various legal requirements associated with countersignature in various jurisdictions covered in the policies.

Property coverage form index

Policy Number 630-2H026177

Coverage and amendments

DESCRIPTION	FORM NUMBER
DELUXE PROP COV PART SCHED-SPECIF LIMITS	DX 00 03
TABLE OF CONTENTS - DELUXE PROP COV PART	DX 00 04
NEW YORK CHANGES	DX 01 65
NY CHANGES - FUNGUS, WET ROT, DRY ROT	DX 03 16
DELUXE PROP COV PART DECLARATIONS	DX T0 00
DELUXE PROPERTY COV PART SUPPL DEC (NY)	DX T0 02
DELUXE PROPERTY COVERAGE FORM	DX T1 00
DELUXE BI (AND EE) COVERAGE FORM	DX T1 01
CAUSES OF LOSS-EARTHQUAKE	DX T3 01
CAUSES OF LOSS - BROAD FORM FLOOD	DX T3 02
SPOILAGE COVERAGE EXTENSION	DX T3 15
CAUSES OF LOSS-EQUIPMENT BREAKDOWN	DX T3 19
ADDITIONAL COVERED PROPERTY	DX T3 62
LOSS PAYABLE PROVISIONS	DX T3 79
UTILITY SERVICES-DIRECT DAMAGE	DX T3 85
UTILITY SERVICES-TIME ELEMENT	DX T3 86
ELECTRONIC VANDALISM LIMIT & OTHER CHANG	DX T3 98
FEDERAL TERRORISM RISK INSURANCE ACT DIS	DX T4 02
SEWER OR DRAIN BACK UP LIMITATION	DX T4 45
PUBLIC ENTITY PROPERTY EXTENSIONS	DX T4 47
UNDERGROUND AND OVERHEAD LINES EXTENSION	DX T5 08
DIGITAL ASSETS EXCLUSIONS	DX T5 21

Package common coverage form index

Policy Number PRH-5Y284859

PRH Common coverage and amendments

DESCRIPTION	FORM NUMBER
NUCLEAR ENERGY LIABILITY EXCLUSION END	IL 00 23
NY CHGS-REF TO SUPERINTENDT AND INS DEPT	IL F1 01
COMMON DEC	IL T0 02
LOCATION SCHEDULE	IL T0 03
FED TERRORISM RISK INS ACT DISCLOSURE	IL T3 68
EXECUTION CLAUSE	IL T3 83
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14
NAMED INSURED ENDORSEMENT	IL T8 00
NOTICE INDEPENDENT AGENT AND BROKER COMP	PN T4 54

Package common coverage form index

Policy Number 630-2H026177

630 Common coverage and amendments

DESCRIPTION	FORM NUMBER
NEW YORK CHANGES-FRAUD	IL F0 02
NEW YORK CHANGES - CALCULATION OF PREM	IL F0 11
NY-EXCL OF LOSS DUE TO VIRUS OR BACTERIA	IL F0 63
NY CHGS-REF TO SUPERINTENDT AND INS DEPT	IL F1 01
ACTUAL CASH VALUE - NEW YORK	IL F1 53
COMMON DEC	IL T0 02
LOCATION SCHEDULE	IL T0 03
COMMON POLICY CONDITIONS-DELUXE	IL T3 18
EXCLUSION OF CERTAIN COMPUTER LOSSES	IL T3 55
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES FROM CERT ACTS OF TERRORIS	IL T4 14
PROTECTION OF PROPERTY	IL T4 40
NY CHANGES - CANCELLATION & NONRENEWAL	IL T9 21
FLOOD POLICYHOLDER NOTICE	PN T0 53
JURISDICTIONAL INSP & CONTACT INFO REQ	PN T1 89
NOTICE INDEPENDENT AGENT AND BROKER COMP	PN T4 54
NOTICE NY HAZARDOUS MATERIAL REPORT	PN T5 74

Inland Marine coverage form index

Policy Number 630-2H026177

Coverage and amendments

Inland Marine

DESCRIPTION	FORM NUMBER
COMMERCIAL INLAND MARINE CONDITIONS	CM 00 01
NEW YORK CHANGES	CM 01 04
MISC PROPERTY COVERAGE FORM DEC	CM B0 72
CONTRACTORS EQUIPMENT COVERAGE FORM DEC	CM B0 96
CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC	CM B0 97
CONTRACTORS EQUIPMENT DEDUCTIBLE SCHED	CM B0 99
TABLE OF CONTENTS	CM T0 11
MISCELLANEOUS PROPERTY COVERAGE FORM	CM T2 39
CONTRACTORS EQUIPMENT COVERAGE FORM	CM T2 42
FEDERAL TERRORISM RISK INSURANCE ACT DIS	CM T3 98
NY-EV LIMITATION & OTHER CHANGES	CM U1 64
FLOOD DEDUCTIBLE	CM U3 49
FLOOD LIMITATION-DESC PROP OR LOCS	CM U3 52
EARTH MOVEMENT DEDUCTIBLE	CM U3 65
EM LIMITATION-DESC PROP OR LOCS	CM U3 67
DIGITAL ASSETS EXCL - DIGITAL CURRENCY	CM U6 41

General Liability coverage form index

Policy Number PRH-5Y284859

Coverage and amendments

DESCRIPTION	FORM NUMBER
SPECIAL PROTECTIVE & HIGHWAY LIAB-NY DOT	CG 00 14
NEW YORK CHANGES- PREMIUM AUDIT	CG 01 05
NY CHANGES-TRANSFER OF DUTIES	CG 26 36
NY CHANGES - CANCELLATION AND NONRENEWAL	CG 28 67
EXCL-ACCESS OR DISCL OF CONF/PERS INFO	CG D7 55
EXCLUSION - PFAS	CG D9 50
AMENDMENT - POLLUTION EXCLUSION	CG F2 86
DECLARATIONS PREMIUM SCHEDULE	CG T0 07
KEY TO DECLARATIONS PREMIUM SCHEDULE	CG T0 08
SPECIAL PROTECTIVE AND HIGHWAY LIAB DEC	CG T0 18
TABLE OF CONTENTS - NY SPECIAL HIGHWAY	CG T0 37
EXCLUSION - ASBESTOS	CG T4 78

PERMA Detailed Proposal

PERMA
Your Source for Solutions

Public Employer Risk Management Association
P.O. Box 12250, Albany, NY 12212

Dear Robert Kehoe,

Thank you for being a valued member this past year! What an incredible year it has been for PERMA. Thanks to dedicated members like you, we are in the strongest financial position we've ever had, with **over 800 public entities in our program and a surplus exceeding $74 million—making us the largest and strongest program for public employers in New York State!**

This year, we were thrilled to return over $2.5 million to our members through our dividend program. This included increasing funds for various safety grant initiatives, along with the introduction of new programs like our mobile slip simulator. We're also excited to share that most recently our **Board of Directors approved an additional $7.5 million in dividends over the next three years**, available to renewing members in the year they are disbursed. We take great pride in supporting our members through these initiatives and our program.

Please note our Program Agreements have been updated to include changes from recent legislation, incorporating our large deductible program. You will need to review and submit an electronic signature for these documents. If you have any questions, please contact your Underwriting & Account Manager.

As a reminder, **your workers' compensation coverage will expire on July 1, 2025, and will automatically renew** based on the enclosed renewal quote. Please review these documents to verify the job classification codes and payroll allocations are appropriately estimated. **If changes are needed, please contact your Underwriting and Account Manager, Amanda Case, as soon as possible**. We will continue to offer a **2% discount if your contribution is $50,000 or more (excluding NYS WCB assessments) if you renew by July 1 and submit full payment electronically.** If you elect this option, page three contains details on how to enroll in ACH and then you will need to contact billing@perma.org to obtain full financial information.

Your PERMA membership includes more than cost-effective workers' compensation coverage. Each year, we host a variety of required safety training sessions, certification courses, award safety grants and have **opportunities for you to remain an active collaborator in how our program operates**. Please take a moment to review our service offerings noted on the enclosed flyer and stay up to date by visiting perma.org.

We appreciate your continued support and look forward to the upcoming year together

Sincerely,

Jack Wheeler
Chair, PERMA Board of Directors

Mary Beth Woods
Mary Beth Woods
Executive Director

perma.org

Phone: 518-220-1111
Toll Free in US: 888-737-6269
Fax: 877-737-6232

Service Offerings

Training Programs

- Over 160 courses through the **PERMA Safety Institute,** like:
    - Workplace Violence & Sexual Harassment
    - Bloodborne pathogens
- Ergonomic Assessments
- Site Inspections
- **Certification Courses** for DPW & Highway, Member Claims Coordinator, Safety Coordinators
- Mobile Safety Solutions Center
- Certified Flagger Training
- **New! PERMA Points Loyalty Program**
  Earn points through engagement and spend on your safety program!

Your Voice Matters!

- Nominate someone for the Board of Directors
- **Vote** on Board of Directors nominations
- Attend the **Annual Member Business Meeting**
- Complete the Annual Member **Survey**

Educational Conferences & Webinars

- Annual Member Conference
- PESH Safety Awareness Training
- PESH Core Training
- Webinar resources to include: Finance Series, Claims 101, 207 a/c Overviews, Seasonal Employees, Winter Driving Safety, Effective Communication, VFBL Misconceptions and more!

PERMA

Did you know these are **included** in your PERMA membership?

Take Advantage!

Our Partners:

New York State School Boards Association

New York State Association of Counties

New York State Association of Chiefs of Police

New York State Association of Fire Chiefs

perma.org

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM FOR AUTOMATED CLEARING HOUSE (ACH)

Contact Information

Company Name:		
Fed. Tax ID #:		
Address:		
City:	State:	Zip Code:
Contact Name & Title:		
Phone:		
E-mail Address*:		

***EFT Remittances will be sent to the e-mail address listed above.**

Banking Information

Bank Name:		
Bank Street Address:		
Bank City:	State:	Zip Code:

Transit Routing Number

Account Type:
- ☐ Business
- ☐ Personal
- ☐ Checking
- ☐ Savings

Account Number

I hereby authorize PERMA to deposit electronic funds into the above account at the above named bank. The bank specified above will not be held liable for any erroneous deposits or adjustments by PERMA. The authorization remains in effect until written notice is given to cancel it.

Signature:______________________________ Title: __________________________
(Authorized Signer on Bank Account)

Print Name:_____________________________ Date: __________________________
(Authorized Signer on Bank Account)

Please email all below information to: accountspayable@perma.org

- ✓ **Completed form**
- ✓ **Voided check or bank letter to verify account information**
- ✓ **Updated W-9 form**

PERMA
Your Source for Solutions

Public Employer Risk Management Association, Inc.
9 Cornell Road, Latham, NY 12110
P: 518-220-1111

PERMA
Your Source for Solutions

Public Employer Risk Management Association
P.O. Box 12250, Albany, NY 12212
P: 518-220-1111 | F: 877-737-6232
perma.org

Quote Date: 6/10/2025

Member Number: WC 0001504-07	**Broker of Record:**
Town of Somers 335 Route 202 Somers, NY 10589	**Fairfield County Bank Insurance** 401 Main Street Ridgefield, CT 6877

First Dollar Indication ***Coverage Period: 7/1/2025 - 6/30/2026***

Workers' Compensation and Employers Liability:

Class Code	*Description*	*Estimated Exposure*	*Estimated Contribution*
5506	Street Maintenance-Paving	$850,590	$63,181
7520	Waterworks	$90,968	$3,089
7720	Police Department	$761,583	$13,135
8391	Automobile Mechanics	$190,739	$3,022
8394	Bus/Ambulance Drivers	$70,364	$2,165
8810	Clerical Office	$2,143,771	$2,470
8831	Animal Control Officers	$20,238	$ 133
8838	Library	$671,036	$2,128
9026	Building Operations, Custodial	$127,932	$3,196
9063	Recreation	$156,641	$ 901
9072	Nutrition Programs & Drivers	$250,853	$2,301
9102	Parks Maintenance	$539,316	$9,362
9402	Street Cleaning	$59,984	$1,650
9410	Municipal Employees	$900,204	$37,788
	Subtotals:	$6,834,218	$144,521

All Volunteers - Secondary Medical Coverage: **Included**

Volunteer Firefighters Benefits Law (VFBL): **No Coverage Elected**

Volunteer Ambulance Workers Benefit Law (VAWBL): **No Coverage Elected**

Total Contribution:	$144,521
New York State Assessment:	$9,218
Total Estimated Contribution & Assessment:	$153,739
2% Credit on Total Contribution, if pay in full by 7/1/2025:	$2,890
Total Amount due by inception date after taking advantage of the discount:	$150,849

Please note that the promulgated Experience Modification Factor for the Town of Somers is 0.80.

This document is for quoting purposes only. Invoice will be issued upon binding of coverage to remit payment

PERMA
Your Source for Solutions

Public Employer Risk Management Association
P.O. Box 12250, Albany, NY 12212
P: 518-220-1111 | F: 877-737-6232
perma.org

Quote Date: 6/10/2025

Member Number: WC 0001504-07	**Broker of Record:**
Town of Somers 335 Route 202 Somers, NY 10589	**Fairfield County Bank Insurance** 401 Main Street Ridgefield, CT 6877

First Dollar Indication ***Coverage Period: 7/1/2025 - 6/30/2026***

PERMA
Your Source for Solutions

Public Employer Risk Management Association
P.O. Box 12250, Albany, NY 12212
P: 518-220-1111 | F: 877-737-6232
perma.org

Quote Date: 6/10/2025

Member Number: WC 0001504-07	**Broker of Record:**
Town of Somers 335 Route 202 Somers, NY 10589	**Fairfield County Bank Insurance** 401 Main Street Ridgefield, CT 6877

First Dollar Indication ***Coverage Period: 7/1/2025 - 6/30/2026***

PERMA Pay Plan

****This document is for quoting purposes only. Invoice will be issued upon binding of coverage to remit payment****

Pay Plan Description
Annual Billing

Description	***Due at Inception***
Contribution	$144,521.00
New York State Assessment	$9,218.00
Total	$153,739.00

Invoice Schedule	***Amount***
Due Date	
7/1/2025 Installment 1	$153,739.00
Total	$153,739.00

Berkley Excess Proposal

McKee Risk Management, Inc.

June 15, 2026

HUB International New England
401 Main Street
Ridgefield, CT 06877

RE:	**Somers, Town of**
Address:	335 Route 202, Somers, NY 10589
Term:	07/01/2026 - 07/01/2027
Quote	

Thank you for the opportunity to offer the attached proposal. Please note the following:

- This proposal is valid for thirty (30) days from the date of this letter or until proposed policy effective date of coverage, whichever is sooner. We must be notified in writing prior to effective date of coverage if you wish to bind.
- There may be differences in coverages and limits from the applications or bid specifications. This proposal is not warranted as an exact replacement of past coverage, terms or conditions.
- This proposal does not contain, extend, modify or explain all the clauses, terms, conditions, exclusions or amounts of coverages under the policies.
- The premium provided in this proposal is based on the information contained in the application and submission information received to date. We reserve the right to amend or rescind any and all portions of this proposal upon receipt and review of the requested information in the Subjectivities section. Any errors, omissions, or alterations of the specifications may result in a modification or withdrawal of this proposal.

We appreciate your business at McKee Risk Management. If you have any questions, please do not hesitate to contact me. I look forward to hearing back from you.

Sincerely,

Antonio Vallorani

Subjectivities

Somers, Town of
07/01/2026 - 07/01/2027
Quote

McKee Risk Management, Inc.

This proposal is subject to the receipt of the following within 30 days of effective date:
-Receipt of Signed TRIA selection/rejection forms.

Premium Summary

Somers, Town of
07/01/2026 to 07/01/2027
Quote

Policy	Premium	Tax	Fee	Pay Plan
Commercial Excess				
Policy Number: To Follow	$41,000.00	$0.00	$0.00	PrePaid

Writing Company:
Berkley National Insurance Company

AM Best Rating: A+

Billing Type: Agency Bill

Terrorism Options

Excess Liability (Additional Premium $820.00) Not Included

Commission Summary

Somers, Town of
07/01/2026 to 07/01/2027
Quote

Policy	Premium	Commission Rate	Commission
Commercial Excess Policy Number: To Follow	$41,000.00	10.00 %	$4,100.00
TOTAL	**$41,000.00**		**$4,100.00**

Commercial Excess

Writing Company: **Berkley National Insurance Company**
Policy Term: **07/01/2026 to 07/01/2027**
Policy Number: To Follow

McKee
Risk Management, Inc.

PROGRAM STRUCTURE

Premium Audit*: Not Auditable

*Exposures and premium are estimates and, in accordance with applicable policy terms and conditions, may be subject to audit, adjustment, or both.

COVERAGE	LIMITS
Per Occurence	$5,000,000
Aggregate	$5,000,000
TRIA	Included

UNDERLYING COVERAGES	LIMITS	WRITING CO.
Umbrella		The Travelers Indemnity Company
Occurrence	$10,000,000	
Aggregate	$10,000,000	

COMMENTS

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Title	Wording
IL P 001 01 04	OFAC Notice	
CX PN 83 03 10 25	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion	
IL 09 85 12 20	Disclosure Pursuant to Terrorism Insurance Act	
BCIM0066H 11 13	Police Professional Liability Follow Form Endorsement	
BCIM0066H 11 13	Public Officials Errors and Omissions Follow Form Endorsement	
CX 00 01 04 13	Commercial Excess Liability Coverage Form	
CX 01 15 01 11	New York Changes-Transfer of Duties When a Limit of Insurance is Used Up	
CX 02 33 06 10	New York Changes - Cancellation and Nonrenewal	
CX 21 01 09 08	Broad Form Nuclear Exclusion Endorsement	
CX 21 04 04 13	Total Pollution Exclusion with a Building Heating, Cooling Exception	
CX 21 43 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information	
CX 21 57 04 13	New York Exclusion - Communicable Disease	
CX 83 18 11 18	Damage to Real And Personal Property	
CX 83 19 11 18	Employee Benefits Excess Liability Coverage	
CX 83 22 11 18	Knowledge of Event	
CX 83 24 11 18	Municipality Amendatory Endorsement	
CX 83 26 11 18	Total Aircraft Liability Exclusion	
CX 83 27 11 18	Unscheduled Limits or Sublimited Coverage Exclusion	
CX 83 42 11 18	Trampoline and Rebounding Equipment Exclusion	
CX 83 54 NY 02 22	New York Exclusion - Cyber Incident	

CX PN 83 00 02 22	Cyber Incident Excl Endorsement Advisory Notice to Policyholders
CX 83 90 10 25	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion
MCKX 0002 09 18	Asbestos Exclusion
MCKX 0007 09 18	Lead Exclusion
MCKX 0008 09 18	War Exclusion
MCKX 0020 09 18	Exclusion - Cross Suits Liability
MCKX 0043 06 19	Unintentional Failure to Disclose Hazards

Note: The most recently approved edition date will be used, unless otherwise noted. Various state mandatory forms will be included as required.

Carrier Rating

A.M. Best Company is the leading provider of ratings, news and financial data for the insurance industry worldwide. Their Best Financial strength rating is an independent option of the insurer' financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive and qualitative evaluation of a company's balance sheet, strength, operating performance and business profile.

As professional agents it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of $50 million in Policyholders' Surplus. **It must be noted that neither HUB International nor any affiliated company guarantees the financial solvency of any insurance carrier**. The following list outlines the A. M. Best Company rating scale and associated descriptions.

Financial Strength Ratings: An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligation to policyholders.

A.M. Best Rating			
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Very Good	E	Under Regulatory Supervision
B, B-	Good	F	In Liquidation
C++, C+	Marginal		

Financial Size Categories: A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Financial Size Categories (In millions of U.S. dollars)			
Class I	Up to 1	Class IX	250 to 500
Class II	1 to 2	Class X	500 to 750
Class III	2 to 5	Class XI	750 to 1,000
Class IV	5 to 10	Class XII	1,000 to 1,250
Class V	10 to 25	Class XIII	1,250 to 1,500
Class VI	25 to 50	Class XIV	1,500 to 2,000
Class VII	50 to 100	Class XV	Greater than 2,000
Class VIII	100 to 250		

General Statement

Coverage and Limits
This exhibit describes coverage, amounts, limits, etc., but it does not take the place of the actual insurance policies. While we have made every effort to remove inaccuracies from this report, some may exist. For definitive coverage provisions and exclusions, refer to the policies, endorsements and amendments.

For property quotes, we have used values that you provided. Please carefully examine these values and/or secure an outside appraisal to ensure their accuracy and adequacy.

This proposal is based upon exposures to loss that currently exist and were made known to the agency. All changes and new exposures need to be reported by you, so that proper coverage may be offered.

Higher limits of liability may be available for additional premium.

Insurer Solvency
Hub International is not technically qualified to comment on the solvency or claims-paying ability of any insurer. In an effort to help you assess the quality of the carrier(s), we have provided rating information from the A.M. Best rating organization. A more detailed report is available on request.

We caution you that catastrophic occurrences or other business matters can quickly have a negative impact on any insurer's financial condition. State "guarantee" funds created for the protection of policyholders may limit or preclude access to reimbursement for certain types of claims and/or to companies with significant net worth.

Non-Admitted Insurer
If coverage is placed with a non-admitted carrier, it is doing business in the state as a surplus line or non-admitted carrier and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund. Hub International makes no representations and warranties concerning the solvency of any surplus lines or non-admitted carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Premium Payment
Regardless of the payment method you choose, it is important to note that ***carriers are not obligated to reinstate cancelled policies.***

Agency Bill Items: If your premium is billed by Hub International, payment is due on the effective date of the coverage or installment. Endorsement and audit premium adjustments are due on the date billed. Failure to promptly remit may result in cancellation of your coverage.

Company Bill Items: If your policy is a "company bill" contract, you must remit your payment directly to the insurance company on a timely basis. Unfortunately, insurers do not always notify us about the status of a "company bill" payment, so you can't rely on us to remind you about overdue premiums or policy cancellations. If you encounter any billing problem or have a billing concern, please call us immediately, so that we can investigate for you.

Premium Financing: You may ask us to "finance" your premium through an independent finance company. This is an unforgiving payment system. Please carefully review the finance agreement for full details on the late payment and finance charges that apply. Your insurance policy is collateral for the loan. If you miss a payment, coverage will be cancelled. Because we may not always receive late notices, Hub International cannot accept responsibility for following up on late payments or threatened "non-payment" cancellations. Please do not count on us to remind you to make the payment.

This proposal contains only a summary of your insurance coverage and policy. It is your responsibility to carefully and completely review the entire policy for its actual terms, limits and conditions. In the event of any inconsistency between the terms of the policy and the provisions of this proposal, the terms of the policy will govern and control.

How We Get Paid

HUB International takes pride in the services our brokerages provide to you, our client, for insurance and risk management programs. For our efforts we are compensated in a variety of ways, primarily in the form of commissions and contingency amounts paid by insurance companies and, in some cases, fees paid by clients or third parties. The means by which we are compensated are described below.

Commission income – Commission, normally calculated as a percentage of the premium paid to the insurer for the specific policy, is paid to us by the insurer to distribute and service your insurance policy. Our commission is included in the premium paid by you. The individuals at HUB International who place and service your insurance may be paid compensation that varies directly with the commissions we receive.

Contingency income – We also receive income through contingency arrangements with most insurers. They are called "contingent" because to qualify for payment we normally need to meet certain criteria, usually measured on an annual basis. Contingency arrangements vary, but payment under these agreements is normally the result of growing the business by attracting new customers, helping the insurance company gather and assess underwriting information and/or working to renew the policies of existing insureds. There is currently no meaningful method to determine the exact impact that any particular insurance policy has on contingency arrangements. However, brokers tend to receive higher contingency payments when they grow their business and retain clients through better service. In other words, the amount of earned contingency income depends on the overall size and/or profitability of all of a group of accounts, as opposed to the placement or profitability of any particular insurance policy. For this reason, the individuals involved in placing or servicing insurance are rarely, if ever, compensated directly for the contingent income that we receive.

Supplemental Commissions – Some insurance companies have recently replaced contingent commissions with supplemental commissions. These commissions, in fixed amounts, are established annually in advance based on historical performance measured by criteria comparable to those by which contingent commissions are calculated. We refer to these commissions as guaranteed supplemental commissions, or "GSCs".

Fees paid by clients – On occasion, with more complex business insurance programs and where additional resources, products or services are appropriate, a fee may be negotiated for placement of insurance coverage or additional services. Fees charged for the placement of insurance will be outlined in a proposal and approved, usually in writing, prior to the insurer binding coverage. On occasion, we may receive both commissions and client-paid fees for placing insurance, which generally will be disclosed in writing to you in advance. In certain circumstances clients pay us mutually agreed upon fees for additional services, such as third party administration of employee benefits or workers' compensation programs.

Wholesale Operations – We own wholesale insurance brokerages in both the U.S and Canada. These are intermediaries through which other brokers, typically retail brokers that have a relationship and deal directly with their clients, place coverage. Our own retail brokers may place client policies through HUB-owned wholesale brokers. In such cases, both the HUB retail broker and the HUB wholesale broker will earn commissions, and they are included in the client's premium payment. Ordinarily wholesale brokers, whether owned by HUB International or not, are included in the transaction because they offer products that are particularly suitable to a client's needs that are not available through normal insurance brokerage retail channels.

Other Compensation and Benefits – We may receive revenue or further benefits from our insurance brokerage activities in other ways, including, but not limited to, from insurance company promotional events, payments from insurers for promotional marketing and/or employee training and development, fees or a percentage of the interest paid to us for the administration of premium finance contracts, interest paid to us by financial institutions earned on fiduciary or trust accounts in which we hold your premium payments pending remittance to the insurance company, and fees paid to us for policy and/or claims administration and/or loss control services that we provide.

Related Party Transactions – In limited circumstances, our subsidiaries or employees may have interests in insurers and reinsurers with whom policies are placed. We own a reinsurance broker that arranges reinsurance for carriers. It is possible that coverage placed by our retail brokers could be reinsured pursuant to placements made by our reinsurance subsidiary. Ownership of a reinsurance broker also creates an additional, mutually beneficial dimension to our relationships with insurance companies.

Customer Centric Carriers – We have access to the products and services of hundreds of insurers. However, we believe our ability to provide the best combination of products, service, value and ongoing access to capacity is enhanced by focusing on a manageable number of carrier relationships. These strategic relationships include many of the most respected national and regional insurance companies in the insurance industry (the "Strategic Carriers"). Although we will continue to access our other insurance company relationships where appropriate, we expect that many of our clients' insurance needs may be met through the Strategic Carriers. The Strategic Carriers may pay us enhanced compensation, which we intend to use in part to invest in initiatives to improve our ability to serve our customers' and to optimize their insurance buying experience. A portion of any enhanced compensation from our Strategic Carriers may be used to incentivize our employees to prioritize, investigate and access the products and services of our Strategic Carriers for the purpose of consolidating the number of insurance markets we deal with, while at the same time addressing the needs of our clients. More information regarding our Strategic Carrier relationships is available upon request from your HUB International insurance advisor or by visiting our website at www.hubinternational.com.

Our goal is to be your insurance brokerage of choice. We know you have many brokerages to choose from, so to earn your confidence, we hold ourselves to the highest standard of service, a standard reflected in our written Client Commitment – we call it the "The HUB Advantage". We hope you will review the principles embodied in "The HUB Advantage", a copy of which is attached for your convenience. Feel free to visit our website at www.hubinternational.com for more information regarding HUB International and how we do business.

Please also feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your HUB broker or customer service representative directly, or by calling our client hotline at 1-866-857-4073.

We want you to choose a HUB International broker to be your insurance advisor – and we intend to make your decision an educated one.

Privacy Policy

To view our privacy policy, please visit: www.hubinternational.com/about-us/privacy-policy/

The HUB Advantage

Our Commitment - The HUB Advantage

HUB International is dedicated to maintaining and upholding the highest standards of ethical conduct and integrity in all of our dealings with you, our client. We want to be your trusted risk advisor, and as such, we need to earn your confidence. So we are making a promise. We call it The HUB Advantage. Our mission is to make the advantage yours - and this is our commitment.

- We strive to secure the most favorable terms from insurers, taking into account all of the circumstances – the risk you need to insure, the cost of insurance, the financial condition of the insurer, the insurer's reputation for service, and any other factors that are specific to your situation.

- We are open and honest as to how we are paid for placing your insurance. Our answers to your questions will be forthright and understandable. When we intend to seek a fixed fee for our efforts, we will disclose it to you in writing and obtain your approval prior to coverage being bound.

- You make the ultimate decision as to both the terms of insurance and the company providing your coverage. Our objective is to provide you with choices that meet your insurance needs, and to educate you so your decision is fully informed and best suited to your circumstances.

- We comply with the laws of every jurisdiction in which we operate, including those that apply to how insurance brokerages and agencies are paid. If the laws change, we will respond in a timely and appropriate manner.

We take our responsibility to our customers very seriously. If at any time you feel that we are not fulfilling your expectations – that we are not meeting our Client Commitment – please contact your account executive or call our toll free client hotline at 1-866-857-4073, and your concerns will be addressed as soon as possible.

The HUB Advantage

The privilege is ours, but the advantage is yours.

Retirement Plans

Our passion is assisting you with the design of a retirement plan that best suits the needs of both your company and your workforce. We adhere to a high fiduciary standard of care while seeking to help you offer an appropriate mix of investment options, education and personalized counseling to your employees as they pursue their retirement goals. Best of all, we are able to instill the confidence you seek, knowing your interests and those of your employees always come first.

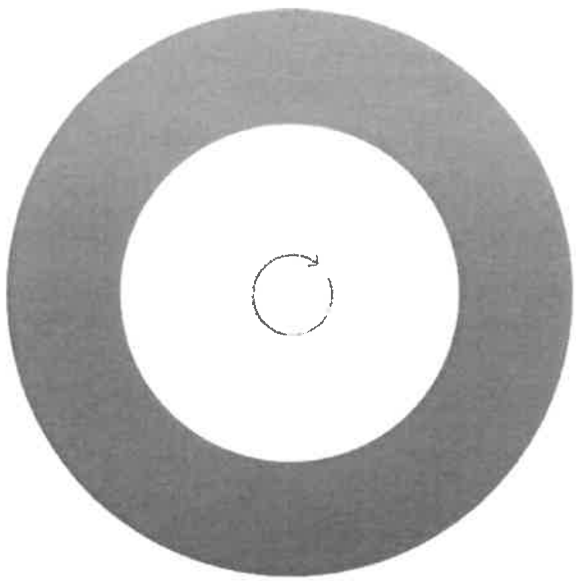
FIDUCIARY INVESTMENT REVIEW	PROVIDER ANALYSIS
• Investment Policy Statement Review • Investment Selection • Performance Monitoring and Reporting • Selection and Monitoring of QDIAs	• Fee and Service Review • Benchmarking of Fees and Services • Review ERISA Spending Accounts or PERAs • Generate/Evaluate Service Provider RFPs • Service Provider Transition or Plan Conversion
EMPLOYEE ENGAGEMENT	**PLAN GOVERNANCE CONSULTING**
• Group Education Meetings • Support Individual Employee Questions • Quarterly Newsletter / Learning Webinars • One-on-one meetings • Financial Wellness	• Guidance Regarding Plan Objectives/Options • Retirement Plan Committee Structure and Governance Best Practices • ERISA Rule 404(a) Support • Fiduciary Audit File Guidance • Retirement Plan Committee Meeting Support

Best Practices Approach

We work with retirement plan committees to deliver an integrated, best practices approach that puts in place tools, processes, and organizational structures leading to well-informed decision-making, risk management and, potentially, a higher probability of successful outcomes for your plan.

FIDUCIARY INVESTMENT REVIEW
appropriate investment opportunities
Investment Due Diligence

EMPLOYEE ENGAGEMENT
preparing employees
High-Touch Education



PROVIDER ANALYSIS
best-match service providers
RFP Vendor Analysis & Benchmarking

PLAN GOVERNANCE CONSULTING
fiduciary risk management
Fiduciary Fitness Program

Employee Benefits

You have a lot on your plate. Acquiring and keeping the talent needed to run your organization. Complying with constant regulatory changes. Supporting a changing workforce that wants more from their benefits. It all requires a comprehensive, strategic approach with an employee benefits partner who can help you proactively address the challenges and complexity you face every day.

Together, we can develop a multi-year strategy that helps your organization prepare for, adapt to and get ahead of workforce challenges. From optimizing your spend to supporting your employees at every stage of their careers, we'll help you power forward with the right strategy for your organization.

Rely on HUB for the expertise, capabilities and analytic tools you need to achieve your short- and long- term goals.

Manage Costs

Avoid the annual renewal fire drill when you partner with us. We'll help you understand your cost drivers and develop a multi-year plan to achieve sustainable results and optimize every dollar spent.

Personalize Benefits

The era of one-size-fits-all benefits is over. We'll help you craft affordable employee benefit options that meet the unique needs of your workforce, wherever they are in their life and career journey.

Engage Your People

Delivering a positive experience is key to retaining talent, and that means ensuring your team understands its employee benefits. We'll bring the right tools and resources to help your people achieve their health and financial goals.

Multi-Year Strategy To Achieve Your Goals

CLIENT ADVOCACY	COST MANAGEMENT
• Human Resources Consulting • Compensation Consulting • Employee Advocacy • Online Training Resources	• Underwriting and Actuarial Support • Funding & Contribution Analysis • Claims & Eligibility Audits • Pharmacy & Medical Cost Analysis • Carrier Renewal Negotiation
COMPLIANCE CONSULTING	**EMPLOYEE ENGAGEMENT**
• In-house ERISA attorneys • Compliance Audits • Form 5500 Management • Plan Documents • Health Care Reform Guidance	• Communication & Design Team • Multi-channel open enrollment support • Employee portals • Individual, voluntary, and executive benefits
HEALTH & PERFORMANCE	**HR TECHNOLOGY SOLUTIONS**
• Certified Health & Performance Consultants • Wellness Consulting • Vendor Management • Financial Wellness • Absence Management	• Technology Practice Leaders • HRIS analysis & system selection • Benefit Administration evaluation • Preferred Partner solutions

Claims Management

Claims Management Overview

In many organizations the cost of claims and resulting premiums is significant, including direct and indirect costs. Litigation, employee injuries and property losses can be devastating to any corporation, operation, and their employees. Whether it's general liability, workers compensation, or property claims, a poorly designed claims management program can be as detrimental as having no program, and claims that are not continually reviewed or managed can result in unintended outcomes.

HUB's Claim Consultants partner with our clients to understand their goals, objectives, and challenges. We work with our clients to develop and implement claims management solutions that minimize their Total Cost of Risk. One of HUB's many strengths is our collaborative approach amongst our Claims, Risk Services Team, the producer and account manager and our colleagues throughout HUB worldwide. Our Teams regularly work together, across regions and countries to continue to bring the depth of our expertise to every corner of the globe.

Claims Management Services Available To Our Clients

HUB is committed to providing a wide range of services to our clients. We work to implement best practice claims management processes, claims analysis, serving as an advocate, and addressing specific issues before and as they occur.

- **Client Advocacy / Carrier Oversight**
  - Oversight/Coordination of carrier claims handling activities
  - Regular communication between clients and claims service providers
  - Providing outsourced expertise for complex & challenging claims
- **Claims Reviews**
  - Facilitated between the HUB Claim Consultant, Insurance Carrier, and Client Representative(s)
  - Establish claim file expectations and action plans
- **Reserve Analysis**
  - Review of claim providers reserving practices
  - Ensures that excess funds are not tied up in reserves
  - Ensure that financial liabilities are divulged clearly and accurately
- **Coverage Disputes**
  - Advocating and providing assistance with evaluating and challenging insurance carrier coverage denials on your behalf
- **Claim Audits**
  - Strategic audit of client's claim files to uncover opportunities to improve quality and reduce claim costs
  - Ensures that claims service providers are performing properly for the client
- **Preloss Planning**
  - Strategic planning based on past results
  - Provide training in identifying information key to the defense of a claim & incident response
  - Create incident reports for insured as a tool for incident response
  - Ensures a fair understanding of claims process in advance of the loss and helps mitigate downtime
  - Identifies issues before they arise
- **Third Party Administrator (TPA) Selection**
  - Assistance with selecting a Third-Party Administrator (TPA)
  - Development of the best in class program/process to manage claims
- **Claim Data Analysis**
  - Review of claim data to identify trends and primary cost drivers
  - Results in action plans that can be implemented with the designated HUB Risk Consultant
- **Settlement Evaluation**
  - Assistance in analyzing and structuring settlements, executing early resolutions, and exploring alternative dispute resolution options
- **Litigation Management**
  - Assistance with managing and minimizing legal defense costs during claim resolution
  - Executing communication, developing accepted activities, and creating a litigation plan
  - Review leases and contracts to identify risk transfer opportunities
  - Tender claims on behalf of clients as necessary
- **Employer Claim Management Practices**
  - Best Practice benchmarking of client's claims practices
  - Development of internal claims practices to reduce costs
- **Medical Case Management Program Design**
  - Assistance with developing Medical Case Management Programs, including aggressive treatment plans that incorporate cost control techniques
- **Dispute Resolution Options**
  - Guidance with options necessary to bring matter to ultimate resolution
- **Subrogation/Second Injury Fund Recoveries**
  - Ensuring the claims service provider has a process for identifying opportunities and maximizing recovery of expenses when a third party is negligent or when the state provides second injury funds

This list is not all-inclusive. Your designated HUB Claims Services team member(s) will meet with you to confirm goals and develop a customized service plan, deliverables and timelines that will address your needs and exceed expectations.

Risk Services

Risk Services Overview

Risks emerge and evolve, and the exposures always have the potential for high frequency and high costs. Injuries/illnesses, downtime, reputational issues, and losses can result in significant direct and indirect costs that can devastate any corporation, operation, and its employees. Additionally, monitoring and following regulatory requirements and industry best practices requires significant knowledge and a wide range of expertise, and a partner that stays focused on protecting your organization.

As a leading provider for risk management services, HUB International partners with our clients to work towards common goals, reducing their Total Cost of Risk (TCOR) and making our client's organizations more resilient. With experts in all functional areas and over 100 industries, our team has the proven knowledge and experience to assist our clients in identifying current/ potential risks and implementing controls to reduce exposure to loss. Our team members include:

- Board-Certified Safety Professionals
- Certified Risk Managers
- Certified Occupational Health Nurses
- Certified Construction Risk Specialists
- Environmental Risk Managers
- Property Protection Specialists
- Certified Hazardous Materials Managers
- Certified Industrial Hygienists
- Security Professionals
- Toxicologists
- Risk Technology Experts
- Workers Compensation Experts
- Professional Engineers
- Business Continuity Planning Experts
- Emergency Response Professionals
- Cyber Risk Management Experts
- Absence Management Professionals
- Product Liability Professionals
- General Liability Experts
- Tribometrists (Slip/Fall Experts)
- Travel Risk Management Professionals

Our team has the proven knowledge and experience to assist our clients in identifying current / potential risks and implementing controls to reduce exposure to loss.

Consulting Methodology & Approach

Our consulting approach is designed to be timely, result-oriented, and focused where it counts - minimizing hazardous exposures and claims. Our five-step consulting approach:

1. Identify exposures, hazards, and losses
2. Evaluate current controls
3. Develop solutions
4. Implement solutions
5. Ongoing Measurement and Evaluation

This partnership approach builds the framework to create and implement effective, long-range solutions.

Risk Services Available to Our Clients

HUB International specializes in a wide variety of risk services products and consultancy services. The specific services to be provided by the HUB Risk Services Division will be based on your goals as well as the application of our consulting approach and methodology.

Risk Control Services:

- Regulatory Compliance
- Ergonomics Improvement
- Client Advocacy / Carrier Oversight
- Property Risk Engineering
- Safety & Environmental Management
- Fleet Risk Management
- Construction Safety Management
- Environmental Management
- OSHA 10/30hr Courses
- Management/Employee Training
- Audit and Inspections
- Safety Project Review / New Facility Protection Reviews
- Product Liability Assessments
- Hazard Assessments

Specialty Risk Services:

- Cyber Risk Management
- Enterprise Risk Management
- Workforce Productivity
- Crisis Management
- Business Continuity Management
- Emergency Management
- Security Management
- High Net Worth/Family Office Risk Management
- Clinical Risk Management
- Entertainment Risk Management
- Travel Risk Management
- Industrial Hygiene
- Environmental Compliance
- Risk Management Information System (HUB RMIS)

Strategic Partnerships:

- Online Training Providers/Developers
- Property/Process Engineering Firms
- Web-Based Continuity Planning Systems
- Environmental Testing Firms
- Art Preservation/Recovery Firms
- High - Risk Claims Identification Tools
- Pre-Hire Screening Tools
- Actuarial / Forensic Accounting Firms
- Telematics Providers
- Cyber Risk Assessment Firms
- Disaster Recovery Firms
- Outsourced Health Services Providers

This variety of disciplines enables HUB to respond to your specific risk control needs and objectives. Because we serve clients of all sizes, we can offer solutions that are properly scaled to meet the needs of your business.

Recommendations

BUILDING AND PERSONAL PROPERTY FORM

Coinsurance. Buildings and Business Personal Property limits should be reviewed to determine if they are adequate and in compliance with the coinsurance requirements under your policy.

Off-Premises Services – Direct Damage. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. This coverage can be added by endorsement and is recommended if your property is subject to this exposure. Coverage is available with and without spoilage.

Replacement Cost. Loss settlement under the form is on an actual cash value basis which is defined as current replacement cost less physical depreciation. Replacement cost coverage would eliminate depreciation if property is actually repaired or replaced. We recommend this coverage enhancement.

Signs and Glass. Coverage applying to outdoor signs and building glass is extremely limited under the form. Separate coverage is available for this property and is recommended if there is an exposure.

Incidental Property. Coverage on outdoor fences, radio and television antennas, trees, shrubs and plants, including debris removal expense is covered only for fire, lightning, explosion, riot or civil commotion or aircraft. The maximum which will be paid is $1,000 with a limit of $250 for any one tree, shrub or plant. Coverage is available by endorsement and is recommended if there is an exposure.

Debris Removal. The cost to remove debris of covered property under the form is extremely limited. Coverage is available by endorsement and is recommended.

Ordinance or Law. The form excludes any loss, or increase of loss, caused by the enforcement of any ordinance or law regulating the construction, use, or repair of any property. Coverage for loss to the undamaged portion of the building, demolition cost and increased cost of construction arising out of ordinances or laws can be provided by endorsement and is recommended.

BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE FORM

This coverage is designed to provide protection against loss of income, payment of necessary continuing expenses, and extra expenses from a covered cause of loss. Flood is a standard exclusion on these form.

It may be possible to purchase higher limits as well as Flood Coverage for Business Income and Extra Expense on a limited basis.

Business Income. Business Income coverage is recommended to provide protection against loss of income and payment of necessary continuing expenses arising from suspension of your operations due to physical damage to your property by an insured cause of loss.

Extra Expense. Extra Expense is recommended to pay for costs in excess of normal operating expenses which you incur to continue operations without interruption after a direct property damage loss.

Rental Income. Coverage for loss of rental income resulting from untenantability of all, or a portion, of the insured building due to damage or destruction of real or personal property by an insured peril is available and is recommended if your operations include this exposure.

Coinsurance. Limits under these forms should be reviewed to determine if they are adequate and in compliance with any coinsurance requirements under your policy.

Off-Premises Services – Time Element. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. Coverage is available by endorsement and is recommended if your operations are subject to this exposure.

COMMERCIAL GENERAL LIABILITY FORM

Pollution. Pollution is an excluded peril under the Commercial General Liability and Garage Liability policies. Oil and other waste storage on your premises may subject you to potential pollution liability. Coverage is available subject to high minimum premiums.

Underground Storage Tanks Liability. If you have underground storage tanks subject to 1988 EPA regulations, insurance covering this exposure should be pursued.

Liquor Liability. This form excludes liquor liability exposures of insured whose business is the manufacture, sale, or serving of alcoholic beverages. Separate liquor liability coverage is available and recommended if your operations include these exposures.

Care, Custody and Control. This form excludes coverage for property damage to property in your care, custody or control. If your operations include these exposures, separate coverage is available and recommended.

Watercraft. This form excludes coverage on owned watercraft and non-owned watercraft over 25 feet. If your operations include these exposures, separate coverage is available and recommended.

Aircraft. This form excludes coverage on owned and non-owned aircraft. If your operations include these exposures, separate coverage is available and recommended.

EMPLOYEE BENEFIT LIABILITY

Provides coverage for negligent acts, errors or omissions in management of employee benefit plans.

FIDUCIARY LIABILITY

Provides coverage for ERISA (Employee Retirement Income Security Act) exposures of fiduciaries for specifically designated plans to the extent that they are caused by a "wrongful act".

COMMERCIAL CRIME FORM

Employee Dishonesty. Employee Dishonesty is recommended to provide coverage for the loss of money, securities and other property arising out of dishonest acts of your employees. Coverage is required by law for your pension plan.

Depositor's Forgery. Forgery or alteration coverage is recommended to protect you against loss due to the forgery or alteration of checks, bank draft, promissory notes, and similar financial instruments drawn on your bank account.

Theft, Disappearance and Destruction. Theft, Disappearance and Destruction including coverage for loss inside and outside premises is recommended to protect your money and securities from loss while within your premises and while outside the premises while in the care and custody of a messenger.

BOILER AND MACHINERY COVERAGE FORM

Property coverage excludes explosion of steam boilers, steam pipes, steam turbines, or steam engines; loss caused by mechanical breakdown, including rupture or bursting caused by centrifugal force including loss to refrigeration equipment and damage to electrical and electronic equipment due to electrical arcing and power surges. The Boiler and Machinery policy is designed to cover these losses to your property and loss to property of others.

COMMERCIAL INLAND MARINE FORM

Accounts Receivable. Accounts Receivable coverage is recommended to protect against loss arising out of destruction to your accounts receivable records. Coverages include amounts due from customers that the insured cannot collect, collection expenses in excess of normal, expenses incurred in reconstructing accounts receivable records and interest charges on loans to offset uncollectible amounts pending loss settlement.

Valuable Papers and Records. Valuable Papers and Records coverage is recommended to protect you against accidental loss or damage from a covered cause of loss to valuable papers and records that belong to you or are in your care, custody, and control.

Electronic Data Processing (EDP) Form. EDP coverage is recommended to provide specialized insurance on your computer equipment, information storage media and expenses or income loss related to EDP losses.

Motor Truck Cargo Form. Motor Truck Cargo coverage is recommended if you carry property of others for a fee. Coverage can also be provided on an owners form motor truck cargo policy insuring your goods being transported by your trucks.

Annual Transportation Form. This form is recommended if you ship goods by common (or contract) carrier. Most forms cover your property and property of others for which you are liable, including property that has been sold but not delivered.

Fuel Plus Endorsement. This endorsement is available for fuel wholesalers and provides coverage for Terminal Access Cards, Erroneous Delivery or Mis-delivery and Gas or Oil Contamination.

COMMERCIAL UMBRELLA COVERAGE

Umbrella coverage is recommended to provide catastrophic coverage for liability claims which exceed your underlying liability insurance or to provide replacement coverage for underlying liability policies which are reduced or exhausted by loss. Minimum limits of $5,000,000 are recommended.

FLOOD INSURANCE

Coverage for Flood, whether from rising water or wind-driven water, is a standard exclusion on Buildings, Business Personal Property and Business Income and Extra Expense coverages. Limited coverage can be obtained from the National Flood Program for Buildings and Business Personal Property but not Business Income or Extra Expense.

Primary Flood coverage, as well as Excess Flood coverage, may be available on a limited basis.

DIRECTORS & OFFICERS LIABILITY

Directors and officers can be held personally liable if their negligent acts result in loss to the company or its shareholders. Claims can be initiated by shareholders, employees (wrongful termination, discrimination, defamation), customers (restraint of trade, deceptive trade practices), competitors (copyright, patent or business interference), and government regulators. Coverage is available and should be considered.

CYBER LIABILITY

This coverage provides protection against loss due most notably, but not exclusively, to a business' liability for a data breach. Several types of exposures can exist which require consideration when analyzing your cyber protection insurance.

EMPLOYMENT PRACTICES ERRORS & OMISSIONS

Commercial General Liability and Garage Liability policies generally do not provide coverage for employment-related injury to employees arising out of wrongful termination, discrimination and sexual harassment. The Employment Practices E&O policy provides this coverage. It is written specifically to provide coverage for indemnification and/or legal expense reimbursement arising out of wrongful discharge, discrimination and sexual harassment. Coverage can be provided for legal expenses only or indemnification for damages awarded.

GARAGE LIABILITY COVERAGE FORM

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Pollution. Your Garage Liability policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Dealers Physical Damage. Provides Collision, Comprehensive or Specified Peril coverage on owned, floor planned or non-floor planned vehicles.

False Pretense. Your Garage Liability policy excludes coverage for theft of your vehicles if someone causes you to voluntary part with the auto by trick, scheme or under false pretense or if you acquire an auto from a seller who did not have legal title. False Pretense provides this coverage.

Dealers' Drive Away Collision. This endorsement deletes the exclusion applying to collision loss to autos driven or transported more than fifty road miles from the point of purchase or distribution to their destination.

Broad Form Products Coverage. This deletes the defective products exclusion which excludes property damage to any of your products if caused by a defect existing in the product at the time it was transferred to another. It is subject to a $250 deductible.

Broadened Coverage – Garages. This endorsement provides Personal Injury and Advertising Injury Liability, Host Liquor Liability, Fire Legal Liability, Incidental Medical Malpractice Liability, Non-Owned Watercraft or Aircraft, Additional Persons Insured Coverage, Automatic Liability Coverage-Newly Acquired Garage Businesses (90 days) and Limited Worldwide Liability.

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees' or partners while used in your business or your personal affairs.

WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE

Workers Compensation coverage may be mandatory under your State statutes.

BUSINESS AUTO COVERAGE

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees or partners while used in your business or your personal affairs.

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Collision. Pays for loss of or damage to your owned automobiles from collision with another object or upset.

Comprehensive. Pays for loss of or damage to owned automobiles from perils other than collision.

Specified Perils. Pays for loss caused by fire, theft, wind, hail, earthquake, explosion, flood, vandalism, and the sinking burning, collision or derailment of any conveyance transporting the covered auto.

Pollution. Your Business Auto policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Rental Reimbursement. For specified autos and coverages, pays rental cost of substitute auto after covered loss to scheduled auto.

TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102 (1) of the Act: The term "act of terrorism" means any act or acts that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as a part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under the coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect the coverage, such as an exclusion for nuclear events. Under the formal, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018, 81% beginning on January 1, 2019 and; 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceed $100 billion in any one calendar year. If the aggregate insured losses for all insured exceed $100 billion, your coverage may be reduced. The portion of the annual premium that is attributable to coverage for acts of terrorism is $0.00 per $100. Of payroll and does not include any charges for the portion of losses covered by the United States government under the Act.

Sent to: TB, TA, TC
7/2/26
KD

WESTCHESTER
COUNTY

Kenneth W. Jenkins
County Executive
Department of Health
Sherlita Amler, M.D.
Commissioner

PERMIT RENEWAL APPLICATION: FOOD SERVICE ESTABLISHMENTS

Please be advised that your permit to operate a food service establishment expires soon. According to provisions of Section 873.301 of the Westchester County Sanitary Code, **applications must be received no later than 60 days prior to the date of expiration.** Applications that are received after the permit expiration date will incur a **$125 late fee**. In addition, operators may be subject to closure and legal action with additional fines.

A complete Permit Renewal Application consists of the following:

1. Review and Sign the Renewal Application for a Permit to Operate

Change any information that is incorrect. Please include your email contact information and date and sign the application.

Note: If there is a change in ownership (i.e. different LLC, Corp.) an original application would need to be completed. Please contact the Main Office for instructions.

2. Provide Workers' Compensation & Disability Insurance

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits must provide one of the following forms to the government entity issuing the permit:

CE-200 -- Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. This form can be found at www.wcb.ny.gov
For technical support, contact 518-485-5000.

FOR WORKERS' COMPENSATION– ACORD form not accepted

C-105.2 -- Certificate of Workers' Compensation Insurance; **OR**
U-26.3 -- State Insurance Fund; **OR**
SI-12 -- Certificate of Workers' Compensation Self-Insurance; **OR**
GSI-105.2 -- Certificate of Participation in Workers' Compensation Group Self-Insurance

FOR DISABILITY BENEFITS REQUIREMENTS

DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
DB-155 -- Certificate of Disability Benefits Self-Insurance

Any questions concerning the forms or procedure should be directed to the local NYS Workers' Compensation Board Office or the Bureau of Compliance, NYS Workers' Compensation Board at 877-632-4996.

Department of Health
11 Martine Avenue, 12th Floor
White Plains, NY 10606
Telephone: (914) 864-7330

3. Corporate Ownership

If ownership of the business is a corporation, you must file the enclosed "Certificate of Resolution". The person who signs the Renewal Application *must be* the same person named and authorized in the Certificate of Resolution. A corporate seal is not required. If your corporate officers have changed since you last filed your application, submit a list of names and addresses of the new corporate officers.

4. Application Fee

Provide the application fee as specified on the Renewal Application under "**Total Fee Due**", unless fee exempt. Payment can be made in the form of Check OR Money Order OR Credit Card with the enclosed authorization form. Cash Payments are **NOT** Accepted. Application fees are **NON-REFUNDABLE.**

Please make checks or money orders payable to:
WESTCHESTER COUNTY HEALTH DEPARTMENT

Return the completed application and all supporting documents to:

Westchester County Health Department
Bureau of Public Health Protection
11 Martine Avenue, 12th Floor
White Plains, NY 10606
(914) 864-7330
DOH-BPHP@westchestercountyny.gov

Permit to Operate Renewal Application

Westchester County Department of Health

Business / Location Information (Please modify only if information has changed.)

Business Name: SOMERS SENIOR NUTRITION

Facility Code: 01-E513-A

Address	98 ROUTE 139 SOMERS, NY 10589	Business Phone	(914) 277-3637
		Business Fax	(914) 232-0881
Location	Town of SOMERS	Business Website	SOMERSNY.COM
County	WESTCHESTER	Business Email	PGUERRA@SOMERSNY.GOV

Mail To
TOWN OF SOMERS
P.O. BOX 236
LINCOLNDALE, NY 10540-

Permit Number *01-E513-A*

Permit Expiration Date
August 31, 2026

Fee Exempt

Permitted Operation

SOMERS SENIOR NUTRITION **Operation ID: 447189**
SOFA Food Service - SOFA Satellite Site -State Office for the Aging

In Operation: (●) Year-Round ( ) Seasonal **If Seasonal:** Expected Opening Date ______ (Month/Day) Expected Closing Date ______ (Month/Day)

Capacity: 62 Seats Days/Hours of Operation: ______

Permit Applicant Information (Please modify only if information has changed.)

Legal Operator or Operating Corporation: TOWN OF SOMERS

Person in Charge	SUPERVISOR (Title)	ROBERT (First)	(M.I.)	SCORRANO (Last)

Address: P.O. BOX 236

City, State, Zip: LINCOLNDALE NY 10540-

Primary Phone: (914) 232-0807 Ext ____ ☐ Cell Fax (914) 232-0881 Emergency Contact ☐

Other Phone: (914) 497-3014 Ext ____ ☐ Cell E-mail PGUERRA@somersny.com

Location Owner: TOWN OF SOMERS

Address: P.O. BOX 236

City, State, Zip: LINCOLNDALE NY 10540-

Primary Phone: (914) 232-0807 Ext ____ ☐ Cell Fax (914) 232-0881 *Emergency Contact* ☐

Other Phone: (914) 497-3014 Ext ____ ☐ Cell E-mail PGUERRA@somersny.com

Westchester County Department of Health

Workers' Compensation and Disability Insurance

Submit copies of the following documentation with the application to document compliance with the Worker's Compensation Law:

A. Workers Compensation and Disability Insurance Coverage is PROVIDED

Workers Compensation

- Form C-105.2 – Certificate of Worker's Compensation Insurance **OR**
- Form U-26.3 – Certificate of Workers' Compensation Insurance **OR**
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance **OR**
- GSI – 105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance

AND

Disability Benefits

- DB-120.1 - Certificate of Disability Benefits **OR**
- Form DB-155 – Certificate of Disability Benefits Self-Insurance

B. Workers Compensation and Disability Insurance Coverage is NOT PROVIDED

- Form CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage

Return Completed Application

Please return completed application to:

Make checks payable to "Westchester County Department of Health" and include the permit number.

Westchester County Department of Health
White Plains Central Office
11 Martine Avenue, 12th Floor
White Plains NY 10606

(914) 864-7330 Fax: (914) 813-4281

Signature of Individual Operator or Authorized Official (Entire section must be completed by all applicants.)

I would like to receive information and official correspondence related to this permit at the email address below: (Yes ✓ No _)

PGuerra @ SomersNY.gov

"Operation without a valid permit is a violation of New York State Law and/or State Sanitary Code."

Signature P. Guerra

Print Name Princess Guerra Title Program Director Date 7/1/26

FOR OFFICE USE ONLY

Permit issuance recommended? ☐ Yes ☐ No Permit Effective Date ____________ Permit Expiration Date ____________

Conditions of approval ____________________

Signature ____________________ Title ____________ Date ________

CERTIFICATE OF RESOLUTION FOR AUTHORIZATION

The undersigned, ____ of__

Name of Corporation__________________________________, a corporation

Duly organized and validly existing under the laws of (State)____________________

Hereby certifies that the following resolution was duly adopted by the Board of Directors, of said Corporation at a meeting duly called and held on the _____ day of_____________20_____

Be it resolved that the Board of Directors, or President, if there is no Board of Directors, of (Name of Corporation____

With Offices at:____

Hereby authorized (Name if person authorized):____________________________________

To execute and deliver to the Westchester County Department of Health, for and on behalf of said Corporation, and application for :____

To execute and deliver any and all additional documents which may be appropriate or desirable in Connection therewith.

The undersigned further certifies that said resolution has not been revoked, rescinded or modified and remains in full force and effect on the date hereof.

In WITNESS WHEREOF, the undersigned has duly executed this certificate on this_____day of_____________, 20_____.

OFFICER'S SIGNATURE:_________________________

TITLE: ____

Affix Corporate Seal

ACKNOWLEDGEMENT

STATE OF________________)

COUNTY OF______________): **ss:**

One this ______ day of ________, 20____, before me personally came ____________________ to me known, and known to me to be the ____ of ____________________________________ the corporation referred to in the within Certificate of Resolution, who being by duly sworn did depose and say that (s)he is ____________ of said corporation and that (s)he signed his/her name thereto.

____

____

Notary Public

____

____

County

THIS PAGE INTENTIONALLY LEFT BLANK