

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

RICK MORRISSEY  
SUPERVISOR



**SOMERS TOWN BOARD  
REGULAR MEETING - 7:00pm  
THURSDAY, MAY 10, 2018  
[www.somersny.com](http://www.somersny.com)**

6:30pm – Executive Session

**I. PLEDGE OF ALLEGIANCE:**

7:00pm Regular Meeting

**II. ROLL CALL:**

**III. PUBLIC HEARINGS:**

**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

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**www.somersny.com**

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**VI. BUSINESS OF THE BOARD:**

**A. PARKS & RECREATION: -**

1. Authorize permission to award the bid to Baumann & Sons Buses Inc. for Summer Camps Trip Transportation in the amount of \$23,794.00 per memo dated April 30, 2018 from Steven Ralston, Superintendent of Parks and Recreation.

**B. TOWN BOARD:**

1. Westchester Urban County Consortium Agreements – Discussion
2. Extension Agreement – Commuter Parking – Discussion
3. Vape Shops and E-Cigarettes Law – Discussion
4. Resolution Regarding the Content of Air Emissions Regulations to be Developed by the NYS Department of Environmental Conservation Affecting Natural Gas Infrastructure Facilities - Discussion

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

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

**E. PERSONNEL:**

1. **Current Vacancies:**
  - a. Affordable Housing Board (2- 2-year terms ending 7/11/2019.)
  - b. Partners in Prevention (1 – 3-year term ending 12/31/2019.)
  - c. Partners in Prevention (1 – 3-year term ending 12/31/2020.)
  - d. Partners in Prevention (2 – 3-year terms ending 12/31/2021.)
2. Acknowledge resignation of Ms. Susanne Cox as member of the Somers Energy Environment Committee effective April 16, 2018.
3. Authorize the reappointment of Jason Crawford to the Somers Energy Environment Committee effective May 10, 2018.
4. Authorize hiring of a Seasonal Intern in the Court Office, per memo dated April 27, 2018 from Barbara Lloyd, Court Clerk.

**SOMERS TOWN BOARD  
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5. Authorize promotion of Howard Vindberg from Maintenance Mechanic Equipment and Grounds to Park Foreman, Grade 7 Step 8 at an annual salary of \$70,540.00 in accordance with the CSEA contract and retroactive to April 2, 2018 per memo dated May 1, 2018 from Steven Ralston, Superintendent of Parks and Recreation.

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

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

**H. CONSENSUS AGENDA:**

1. Authorize transfer of the following Bond to the General Fund per April 17, 2018 memo from Steven Woelfle, Principal Engineering Technician.
  - a. \$300.00      Erosion Control Bond (Rui Dos Santos) \
2. Authorize the return of the following Bonds per April 12<sup>th</sup>, April 26<sup>th</sup>, and May 4<sup>th</sup> memos from Steven Woelfle, Principal Engineering Technician.
  - a. \$100.00      Erosion Control Bond (Eun-Jeong Yi)
  - b. \$7,164.00    Erosion Control Bond (Keane-Coppelman Engineers)
  - c. \$500.00      Erosion Control Bond (Boniello Land & Realty)
3. Accept the following Erosion Control Bond
  - a. \$200.00      Erosion Control Bond Realbuto Wetland Permit – TM: 26.16-2-1
4. Declare May, 2018 as National Trust for National Historic Preservation Month in the Town of Somers.
5. Authorize the following SEQRA refund per memo dated May 1, 2018 from Syrette Dym, Director of Planning:
  - a. \$488.95 to Stonewall Real Estates Bldr. LLC

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**2018 Calendar**

May 10, 2018	7:00pm	Town Board Regular Meeting
June 7, 2018	7:00pm	Town Board Work Session
June 14, 2018	7:00pm	Town Board Regular Meeting
July 5, 2018	7:00pm	Town Board Work Session
July 12, 2018	7:00pm	Town Board Regular Meeting
August 9, 2018	7:00pm	Town Board Work Session / Regular meeting
September 6, 2018	7:00pm	Town Board Work Session / Regular Meeting

5/7/2018 2:25 PM

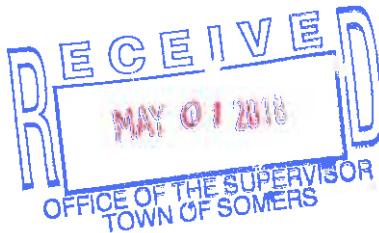
Z:\Supervisor\kdelucia\TB Agendas\2018\May 10, 2018 Regular Meeting.docx

*Sent to:  
TB TA TC  
5/7/18  
KA*

**Somers Department of Parks & Recreation**  
PO Box 46 Somers, New York 10589

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

**Steven Ralston**  
Superintendent



April 30, 2018

To: Town Board

From: Steven Ralston *SR*  
Superintendent of Parks and Recreation

Re: Request for Approval

Bids for Summer Camp trip transportation were opened in the Town Clerk's office on Monday, April 30, as follows;

Baumann & Sons Buses Inc. \$23,794.00

Request that the bid be awarded to Baumann & Sons Buses Inc., lowest responsive bidder. Original bids have been filed with the Town Clerk, as well as a list of companies that the bid notice was sent to.

C: Park Board  
Director of Finance  
Town Clerk  
Town Attorney

Sent to:  
TB, TA, TC 4/25/18 KB  
Rick Morrissey

**Sent:** Drummond, Norma <nrv1@westchestergov.com>  
Friday, April 20, 2018 11:16 AM  
**To:** nkaboolian@ardsleyvillage.com; Barbara Berardi; mrobson@ardsleyvillage.com; Bedford  
Town Supervisor; Philip Zegarelli; Linda D. Puglisi  
(lindap@townofcortlandt.com); (tfwesq@aol.com); Chris Kehoe  
(chrisk@townofcortlandt.com); (jking@crotononhudson-ny.gov);  
cindelicato@dobbsferry.com; Margaret Uhle; mmills@elmsfordny.org;  
pfeiner@greenburghny.com; Garrett P. Duquesne; wgordon@greenburghny.com;  
rbelmont@harrison-ny.gov; ffrobel@hastingsgov.org;  
(lschopfer@irvingtonny.gov); supervisor@lewisborogov.com; mayorelmsford@aol.com;  
Peter Swiderski; Anne McAndrews (mayor@villageoflarchmont.org); Steve Altieri  
(saltieri@townofmamaroneckNY.org); Robert Yamuder;  
Sabrina Charney Hull; Robert Greenstein; Adam Kaufman  
(akaufman@northcastleny.com); (mschiliro@northcastleny.com); Warren Lucas;  
cfulgenzi@mtpleasantry.com; ebrancati@mountkisco.org;  
administrator@villageofbuchanan.com; administrator@villageoflarchmont.org;  
Administrator; John Tegeder (jtegeder@yorktownny.org); Rick Morrissey; Dana  
Levenberg; Ingrid Richards; Deborah McDonnell; Anthony Giaccio  
(agiaccio@villageofsleepyhollow.org); Ken Wray (kwrays@villageofsleepyhollow.org);  
rslingerland@tarrytowngov.com; Mary Marvin Steve Ecklund  
(Tuckahoeny@aol.com); cmiller@ryeny.gov; cbradbury@ryebrook.org; Zamft, Eric;  
Cerreto, Tony; Steers, Christopher; ebrancati@portchesterny.com;  
ffalanka@portchesterny.com; Mayor Paul S. Rosenberg; Gary Zuckerman  
(gzuckerman@townofryeny.com); Debbie Reisner; Liz Marrinan; Greg Cutler  
(gcutler@vomny.org)  
**Cc:** Spear, Susan; Lopez, Blanca; Vutera, David; Zaino, Anthony  
**Subject:** Westchester Urban County Consortium Agreements/Documents  
**Attachments:** FY19-21 COOP AGMNTS Acknowledgment.doc; FY19-21 COOP AGMNTS Certificate of  
Authority.doc; FY19-21 COOP AGMNTS Notarization.doc; FY19-21 COOP  
AGMNTS.docx; FY19-21 Cooperation Agreement Resolution.doc

Good morning everyone. HUD released their instructions for the 2019-2021 Cooperation Agreements and there were no new changes for this year. So the attached agreements reflect the changes that I had previously mentioned at the last Urban County Council meeting. Instructions for completing all the documents are also included. As always, if you have any questions, please don't hesitate to e-mail or call me and we'll be happy to assist you. If you need either Anthony or to come to a local board meeting, we will do our best to accommodate your schedules.

Please see the attached documents.

~Norma

Norma V. Drummond | Acting Commissioner of Planning | Westchester County Rm 414. 148 Martine Ave White Plains, NY  
10601 | 914.995.2427

**ACKNOWLEDGMENT  
COOPERATIVE AGREEMENTS FY 2019 - 2021**

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

On this (1) \_\_\_\_\_ day of (2) \_\_\_\_\_, 20 (3) \_\_\_\_\_,  
before me personally came (4) \_\_\_\_\_ to  
me known, and known to me to be the (5) \_\_\_\_\_ of  
(6) \_\_\_\_\_, the municipal corporation  
described in and which executed the within instrument, who being by duly sworn did  
depose and say that (he)(she), the said (7) \_\_\_\_\_,  
resides at (8) \_\_\_\_\_,  
and that (he)(she) is the (9) \_\_\_\_\_ of said  
municipal corporation and knows the corporate seal of the said municipal corporation;  
that the seal affixed to the within instrument is such corporate seal and that it was so  
affixed by order of the said municipal corporation, and that (he)(she) signed (his)(her)  
name thereto by like order.

(10) \_\_\_\_\_  
(Notary Public, Westchester County)

**INSTRUCTIONS:**

1. Day
2. Month
3. Year
4. Name of local chief executive who signed Cooperation Agreement
5. Title of local chief executive who appears in (4)

6.     **Name of Municipality**
7.     **Name of local chief executive**
8.     **Address of local chief executive**
9.     **Title of local chief executive**
10.    **Signature and stamp of Notary Public**

***Revised 2/22/2018***

**S:\CDBG\Cooperation Agreements\Cooperative Acknowledgment FY 2019-2021.doc**



**CERTIFICATE OF AUTHORITY  
COOPERATION AGREEMENTS FY 2019 - 2021**

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

I, (1) \_\_\_\_\_  
(Official of municipality, i.e. City Clerk, other than official signing contract)

certify that I am the (2) \_\_\_\_\_ of the  
(Title)

(3) \_\_\_\_\_ (the "Agency")  
(Name of Municipality)

of municipality duly created pursuant to the laws of New York State named in the

foregoing agreement; that (4) \_\_\_\_\_  
(Person Executing Agreement)

who signed said agreement on behalf of the Agency was, at the time of execution,

(5) \_\_\_\_\_ of the Agency; that said  
(Title of Such Person)

agreement was duly signed for and on behalf of said Agency on authority of

(6) \_\_\_\_\_ thereunto  
(the governing body of the Municipality)

duly authorized, and that such authority is in full force and effect at the date hereof.

(7) \_\_\_\_\_  
(Signature of person in (1))

**(8) MUNICIPAL SEAL**

**INSTRUCTIONS:**

1. Name of local official other than the local chief executive who signed the Cooperation agreement, i.e., Village Clerk, Treasurer
2. Title of person whose name appears in (1)

3. Name of Municipality
4. Name of person who signed Cooperation Agreement
5. Title of person in (4)
6. Name of Municipality
7. Signature of person in (1)
8. Seal of the Municipality

*Revised 2/22/2018*

S:\CDBG\Cooperation Agreements\Cooperation Agreement Certificate of Authority FY 2019-2021.doc

**NOTARIZATION  
COOPERATION AGREEMENTS FY 2019- 2021**

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

On this (9) \_\_\_\_\_ day of (10) \_\_\_\_\_, 20 (11) \_\_\_\_\_,  
before me came (12) \_\_\_\_\_, to me known, and known  
to me to be the (13) \_\_\_\_\_ of  
(14) \_\_\_\_\_, the municipal described in and which  
executed the above certificate, who being by me duly sworn did depose and say that  
(he)(she), the said (15) \_\_\_\_\_, resides at  
(16) \_\_\_\_\_  
and that (he)(she) is (17) \_\_\_\_\_ of said  
municipality and knows the seal of said municipality; that the seal affixed to the above  
certificate is such municipal seal and that it was so affixed by the order of the  
(18) \_\_\_\_\_ of said municipality, and  
that (he) (she) sign (his)(her) name thereto by like order.

(19) \_\_\_\_\_  
Notary Public, Westchester County

**INSTRUCTIONS:**

- 9. Day
- 10. Month
- 11. Year
- 12. Name of person in (1) (preceding page - Certificate of Authority)
- 13. Title of person in (1)

14.    **Name of Municipality**
15.    **Title of person in (1)**
16.    **Address of person in (1)**
17.    **Title of person in (1)**
18.    **Governing body, example, Village Board, Town Board of Council, City Council**
19.    **Notarization**

***Revised 2/22/2018***

**S:\CDBG\Cooperation Agreements\Cooperation Agreement Notarization FY 2019-2021.doc**

## URBAN COUNTY COOPERATION AGREEMENT – FY 2019 - 2021

This Cooperation Agreement entered into this (1) \_\_\_\_\_ day of (2) \_\_\_\_\_, 20 (3) \_\_\_\_\_, between the County of Westchester (the "County") and (4) \_\_\_\_\_ (the "Cooperating Municipality") **WITNESSETH:**

**WHEREAS**, the County may qualify as an applicant under Title I of the Housing and Community Development Act of 1974, as amended, (the "Act") by entering into cooperation agreements with municipalities having a combined population of at least two hundred thousand which agree to undertake essential community development and housing assistance activities pursuant to the Act; and

**WHEREAS**, on (5) \_\_\_\_\_, 20 (6) \_\_\_\_\_, the governing body of the Cooperating Municipality adopted Resolution # (7) \_\_\_\_\_ authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

**WHEREAS**, on \_\_\_\_\_, the Board of Legislators of Westchester County adopted Resolution # \_\_\_\_\_, authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

**WHEREAS**, this Agreement covers the Community Development Block Grant ("CDBG") Entitlement Program, the HOME ("HOME") Investment Partnership Program, and the Emergency Solutions Grant ("ESG") Program (collectively the "Grants") authorized under Title II of the National Affordable Housing Act of 1990 as amended; and

**NOW, THEREFORE, IT IS AGREED BETWEEN THE COUNTY AND THE COOPERATING MUNICIPALITY AS FOLLOWS:**

1. The County and the Cooperating Municipality will cooperate in developing a Community Development Program and application for Grants which will be designed primarily for the purpose of meeting the priority needs and objectives of the participating localities based upon an inventory of housing and community development needs developed mutually by local and County officials, and the County will have the authority to carry out activities which will be funded from annual Grants for Federal Fiscal Years 2019 - 2021 appropriations and from incomes generated from the expenditure of such funds, including such additional time as may be required for the expenditure of such funds granted by the County to the Cooperating Municipality.
2. The County and Cooperating Municipality will cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
3. Nothing contained in this Agreement shall be construed as permitting either party to veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for selecting activities and annually filing the Consolidated Plan - Action Plan to the United States Department of Housing and Urban Development ("HUD").
4. If any application for housing assistance payments by private developers is referred to the County for review and comment, the County will immediately refer such application to the Chief Executive Officer of the affected participating municipality for review. If the local Chief Executive Officer

finds that such proposal is not consistent with the portions of the Urban County Consolidated Plan pertinent to his locality, he shall inform the County Executive thereof.

5. Pursuant to 24 CFR 570.501(b), the Cooperating Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in CFR 570.503.

6. The County and Cooperating Municipality will take all required action to comply with the provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Americans with Disabilities Act of 1990 to assure compliance with the certification required by Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws (the "Acts"). Accordingly, the Cooperating Municipality agrees to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the Cooperating Municipality pursuant to said Grants. Further, the County is prohibited from expending Urban County funding for activities in or in support of any local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certifications. In addition, the Cooperating Municipality agrees to indemnify and hold the County harmless against all losses, damages, penalties, settlements, costs, charges, fees, and other expenses or liabilities relating to or arising out of the failure of the Cooperating Municipality to comply with the Acts, the rules and regulations thereunder, and the undertakings and assurances in said application form.
7. The County of Westchester is authorized to enter into contracts and do whatever else may be necessary to receive and expend the Grants and to employ such personnel for such purpose as may be necessary.
8. The Cooperating Municipality will inform the County of any income generated by the expenditure of CDBG funds. Any such program income must be paid to the County or may be retained by the Cooperating Municipality subject to contractual agreement, with approval of the County. Any program income retained by the Cooperating Municipality may only be used for eligible activities in accordance with all the Grants requirements, as may apply.
9. The County has the responsibility for monitoring and reporting to HUD on the use of such program income, therefore requiring appropriate recordkeeping and reporting by the Cooperating Municipality as may be needed for the purpose.
10. In the event of closeout or change in the status of the Cooperating Municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
11. With regards to the acquisition or improvement of real property acquired or improved, in whole or in part, with CDBG or HOME funds, the Cooperating Municipality will notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement needing disposition.
12. The Cooperating Municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under the Grants' regulations; and
13. Program income created from the disposition or transfer of property acquired in whole or in part with CDBG or HOME funds prior to or subsequent to the closeout, change of status, or termination

of the Cooperation Agreement between the County and the Cooperating Municipality shall be paid to the County.

**14. The Cooperating Municipality has adopted and is enforcing:**

- I. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and**
- II. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.**

**15. If the Cooperating Municipality accepts any Grants through the County, the Cooperating Municipality agrees to abide by the County's Discretionary Funding Policy, as adopted in January 2012.**



16. By executing this Agreement, the Cooperating Municipality may not (a) apply for grants under the small cities or State CDBG programs for appropriations for the fiscal years covered by the Agreement; or (b) participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation. This does not preclude the County or Cooperation Municipality from applying to the State for ESG funds, if the state allows.
17. The Cooperating Municipality may not sell, trade, or otherwise transfer all or any portion of the Grants to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
18. This Agreement shall remain in full force and effect during the three program years covered by each three-year application and until the Grants and income received with respect to the three year qualification period are expended and the funded activities completed, Fiscal Year 2019 - 2021, provided such application is approved by HUD and provided it is not otherwise terminated pursuant to the requirements of eligibility under federal law. If the application is not approved by HUD, this Agreement shall automatically terminate. Neither the County nor the Cooperating Municipality may terminate or withdraw from this Agreement while it remains in effect.
19. This Agreement will be automatically renewed for participation in successive three year qualification periods, unless the County or the Municipality provides written notice that it elects not to participate in a new qualification period. With respect to automatic renewal periods, the County shall notify the Cooperating Municipality in writing by the date specified in HUD's Urban County Qualification Notice for the next qualification period of the Cooperating Municipality's right not to participate in the new qualification period. The County shall send a copy of the notice to the Cooperating Municipality to the HUD Field Office by the date specified in the urban county qualification schedule.
20. The County and the Cooperating Municipality shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice, and that failure to comply shall void the automatic renewal for such qualification period.

**THE COUNTY OF WESTCHESTER**

by (11) \_\_\_\_\_  
County Executive

**COOPERATING MUNICIPALITY**

by (12)

\_\_\_\_\_  
Chief Executive

**SEAL:**

(13)

*Revised 4/6/2018*

S:\CDBG\Cooperation Agreements\Cooperation Agreement FY 2019-2021.doc

**INSTRUCTIONS FOR COOPERATION AGREEMENTS  
FY 2012 - 2014**

- 1. Day**
- 2. Month**
- 3. Year**
- 4. Name of Municipality**
- 5. Month/Day Governing Board Adopted Resolution**
- 6. Year Governing Board Adopted Resolution**
- 7. Number of the Resolution Adopted by Governing Board**
- 8. To Be Filled In by Westchester County**
- 9. To Be Filled In by Westchester County**
- 10. To Be Filled In by Westchester County**
- 11. To Be Signed by Westchester County**
- 12. To Be Signed by Authorized Municipal Official**
- 13. Official Seal of Municipality**

ADOPTED: \_\_\_\_\_

Mr. (1) \_\_\_\_\_ offered the following resolution  
and moved its adoption:

**RESOLUTION AUTHORIZING THE (2) \_\_\_\_\_  
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR  
THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM.**

**WHEREAS**, the Secretary of Housing and Urban Development of the United States is authorized, under Title I of the Housing and Community Development Act of 1974 as amended, and Title II of the National Affordable Housing Act of 1990, as amended, to make grants to states and other units of general local government to help finance Community Development Programs; and

**WHEREAS**, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more municipal corporations, to apply for, accept and expend funds made available by the federal government, either directly or through the State, pursuant to the provisions of any Federal law which is not inconsistent with the statutes or constitution of this State, in order to administer, conduct or participate with the Federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

**WHEREAS**, the Community Development Act of 1974 as amended, Title II of the National Affordable Housing Act of 1990, as amended, and any "Eligible Activities" thereunder are not inconsistent with the statutes or Constitution of the State; and

**WHEREAS**, a number of municipalities have requested Westchester's participation, and the County of Westchester has determined that it is desirable and in the public interest that it make application for Community Development Block Grant funds and HOME funds as an Urban County; and

**WHEREAS**, participation by the County of Westchester as an Urban County in the Community Development Program requires that the (3) \_\_\_\_\_  
\_\_\_\_\_ and the County of Westchester cooperate in undertaking, or assisting in undertaking, essential community development and housing activities, specifically those activities authorized by statutes enacted pursuant to Article 18 of the New York State Constitution.

**WHEREAS**, this Board deems it to be in the public interest for the  
(4) \_\_\_\_\_ to enter into a Cooperation  
Agreement with the County of Westchester for the aforesaid purposes.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that (5) \_\_\_\_\_ be and hereby is  
authorized to execute a Cooperation Agreement between the  
(6) \_\_\_\_\_ and the County of Westchester for the  
purposes of undertaking a Community Development Program pursuant to the Housing and

Community development Act of 1974 as amended and Title II of the National Affordable Housing Act of 1990, as amended.

The foregoing resolution was adopted upon roll call as follows:

AYES: (7) \_\_\_\_\_

NOES: (8) \_\_\_\_\_

Certified by: (9) \_\_\_\_\_

**INSTRUCTIONS FOR RESOLUTION  
COOPERATION AGREEMENTS FY 2019-2021**

1.     **Name of Governing Board Member Offering Resolution.**
2.     **Name of Municipality**
3.     **Name of Municipality**
4.     **Name of Municipality.**
5.     **Name of Person/Title of Person Authorized to Sign Cooperation Agreement**
6.     **Name of Municipality**
7.     **Name of Governing Board Members Voting Aye**
8.     **Name of Governing Board Members Voting No**
9.     **Certification by Clerk**

**S:\CDBG\Cooperation Agreements\Cooperative Agreement Resolution FY 2019-2021.doc**

Sent to:  
TB, TA, TC 5/4/18 KO

**Rick Morrissey**

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**From:** Rhodes, Bea <brhodes@bedfordny.gov>  
**Sent:** Thursday, May 3, 2018 3:03 PM  
**To:** Rick Morrissey  
**Cc:** Bedford Town Supervisor  
**Subject:** Extension Agreement  
**Attachments:** DOCS-#442740-v2-Further\_Extension\_Agreement.pdf

Good Afternoon Supervisor,

I attach the extension agreement with the Town of Somers ((for 80 spaces at the Woodsbridge Commuter Lot (Lot 3) for a period of one year)) for your signature. Please return two signed copies to the Town of Bedford at the below address. In turn Supervisor Burdick will execute the copies and one will be returned to you.

Thank you so much for your attention to this.

All the best,

Bea

**Bea Rhodes**  
**Confidential Secretary to the Supervisor**  
**Town of Bedford**  
**321 Bedford Road**  
**Bedford Hills, NY 10507**  
**914-864-3862**  
**914-666-5249 Fax**  
**brhodes@bedfordny.gov**  
**www.bedfordny.gov**

## EXTENSION AGREEMENT

This Extension Agreement ("Extension Agreement") is made as of the 27th day April 2018 by and between the TOWN OF BEDFORD, a municipal corporation having an office at 321 Bedford Road, Bedford Hills, New York 10507 ("Bedford") and the TOWN OF SOMERS, a municipal corporation having an office at 335 Route 202, Somers, New York 10589 ("Somers"). Bedford and Somers are each a "party" to this Agreement and are collectively referred to herein as the "Parties".

WHEREAS, on April 28, 1988 Bedford and Somers entered into a ten (10) year agreement (the "Original Agreement") wherein Bedford agreed to provide one hundred (100) commuter parking spaces to residents of the Town of Somers in the Town of Bedford Commuter Parking Lot on the westerly side of Woodsbridge Road, 2/10th of a mile south of Route 35 in the Town of Bedford, Hamlet of Katonah (the "Parking Lot"); and

WHEREAS, the Original Agreement was entered into in recognition of payment made by Somers to Bedford in the amount of Thirty Thousand (\$30,000.00) Dollars at the time of the construction of the Parking Lot; and

WHEREAS, the Original Agreement was set to expire by its terms on April 27, 1998; and

WHEREAS, on April 21, 1998, the parties entered into an extension of the Original Agreement wherein Bedford agreed to reserve and provide one hundred (100) commuter parking spaces in the Parking Lot for the exclusive use of Somers residents for an additional ten (10) year term ending on April 28, 2008; and

WHEREAS, on April 10, 2008, the parties subsequently entered into a second extension of the Original Agreement wherein Bedford agreed to reserve and provide one hundred (100) commuter parking spaces in the Parking Lot for the exclusive use of Somers residents for an additional five (5) year term ending on April 28, 2013; and

WHEREAS, on April 16, 2013, the parties entered into a third extension of the Original Agreement wherein Bedford agreed to reserve and provide one hundred (100) commuter parking spaces in the Parking Lot for the exclusive use of Somers residents for an additional five (5) year term ending on April 28, 2018; and

WHEREAS, Bedford is desirous of extending the Original Agreement to provide eighty (80) commuter parking spaces in the Parking Lot for the exclusive use of Somers residents for an additional one (1) year term ending on April 27, 2019;

NOW, THEREFORE, the Parties agree as follows:



1. The term of the Original Agreement shall be further extended from April 27, 2018 to April 27, 2019;

2. Except as expressly amended herein, all of the terms and conditions of the Original Agreement shall remain in full force and effect;

3. This Extension Agreement reserves eighty (80) commuter parking spaces for the exclusive use of Somers residents until July 31, 2018. If by July 31, 2018 there are any unsold permits for the eighty (80) commuter parking spaces to be exclusively used by Somers, these permits will be available for unrestricted sale by Bedford.

4. If the parties fail to renew this Extension Agreement within 10 days of the date of expiration, this Extension Agreement shall be deemed to be terminated as of April 27, 2019.

5. This Extension Agreement constitutes the entire agreement between Bedford and Somers regarding the further extension of Original Agreement. There are no verbal or collateral agreements and representations expressly set forth herein.

6. In the event of any inconsistency between the provisions of this Extension Agreement and those of the Original Agreement or any prior extensions thereof, the provisions of this Extension Agreement shall prevail.

TOWN OF BEDFORD

By: \_\_\_\_\_

Chris Burdick, Town Supervisor

TOWN OF SOMERS

By: \_\_\_\_\_

Rick Morrissey, Town Supervisor

Sent to:  
TB, TA, TC  
5/7/18  
KD

LOCAL LAW NO. \_\_\_\_ OF 2018

TOWN BOARD  
TOWN OF ~~BEDFORD~~SOMERS  
PROPOSED LOCAL LAW AMENDING  
CHAPTER 125---OF THE  
CODE OF THE TOWN OF ~~BEDFORD~~SOMERS

A LOCAL LAW to amend  
Chapter 125---of the Town  
Code of the Town of  
~~Bedford~~Somers concerning  
electronic nicotine delivery  
systems and vape shops.

BE IT ENACTED by the Town Board of the Town of ~~Bedford~~Somers as follows:

**Section 1.** Chapter 125--- Article III--- of the Town of ~~Bedford~~Somers is hereby amended to add Section 29.8---- entitled “Electronic Nicotine Delivery Systems and Vape Shops” as follows:

§ 125-29.8---- Electronic Nicotine Delivery Systems.

A. Findings and legislative intent.

- (1) The Town Board also finds that electronic nicotine delivery systems, commonly known as “e-cigarettes,” have been growing steadily in popularity since entering the United States retail market in 2007. E-cigarettes are often advertised as alternatives to traditional tobacco products. The Town Board finds that many convenience and grocery stores sell these products, with some dedicated “vape shops” and “head shops” exclusively selling e-cigarettes, liquid nicotine and related products. Such devices may contribute to youth smoking and reduced cessation, since the devices contain or produce chemicals other than nicotine known to be toxic, carcinogenic and causative of respiratory and heart distress. E-cigarettes and similar devices look identical, whether they contain nicotine or not, and, as a result, their use not only normalizes e-cigarette use but also renormalizes tobacco addiction and use of tobacco products, like combustible cigarettes.
- (2) In order to serve the public health, safety and welfare of the residents and businesses within the Town, the declared purpose of this section is to regulate the sale of electronic nicotine delivery systems and the establishment of vape shops.

B. Definitions

## BUSINESS

Any person, business, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association, or other business entity of any kind.

## ELECTRONIC NICOTINE DELIVERY SYSTEM

Any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provide a vapor of liquid nicotine, any marijuana derivative and/or other substances, mixed with propylene glycol or a similar substitute, to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name. This term shall include the component parts designed for such systems, including, but not limited to, liquid nicotine and other e-liquids, glass or plastic vials containing e-liquid, cartridges, atomizers, batteries, cartomizers and clearomizers, digital displays/lights that adjust settings, tank systems, drip tips, flavoring for electronic nicotine delivery system and programmable software.

## VAPE SHOP

Any facility or location whose business operation, whether as its primary use or as an ancillary use, includes the smoking or selling of electronic nicotine delivery systems, hookahs or such other vaping paraphernalia, vapors, e-liquids, marijuana derivative, or other substances that are smoked through an Electronic Nicotine Delivery System or any related product.

### C. Prohibition.

- (1) It shall be unlawful for any Business to own, manage or operate a Vape Shop outside within the RB—Roadside Business----- Zoning District.
- (2) It shall be unlawful for any Business to sell any Electronic Nicotine Delivery System within the ----- Zoning District.
- ~~(2) outside the RB—Roadside Business Zoning District.~~
- (3) Any Business currently selling Electronic Nicotine Delivery Systems outside within the RB—Roadside Business----- Zoning District may continue to operate and sell Electronic Nicotine Delivery Systems for six (6) months from the effective date of this Local Law. Thereafter, any Business located within the ----- Zoning District ~~outside the RB—Roadside Business Zoning District~~ shall be required to conform to all requirements of this Chapter and Section.

## Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 125--- of the Town Code of the Town of ~~Bedford-Somers~~ is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

### **Section 3. Numbering for Codification**

It is the intention of the Town of ~~Bedford-Somers~~ and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Town of ~~Bedford-Somers~~ that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

### **Section 4. Severability**

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

**Section 5.** This Local Law shall take effect immediately upon filing with the Office of the Secretary of State.

Sent to:  
TB, TA, TC  
5/7/19  
KB

**RESOLUTION REGARDING THE CONTENT OF AIR EMISSIONS REGULATIONS TO  
BE DEVELOPED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AFFECTING NATURAL GAS INFRASTRUCTURE FACILITIES**

Whereas, the \_\_\_\_\_ (Village Trustees/Town Board/City Council/County Legislature) has a principal responsibility to protect the health and safety of its residents, businesses and institutions; and

Whereas, the people and environment of New York have been increasingly subjected to a build-out of natural gas infrastructure, including but not limited to pipelines and distribution networks, compressor stations, power plants, combustion heating systems, metering and regulation stations, and pigging stations; and

Whereas, peer-reviewed scientific studies<sup>1,2</sup> link exposure between air pollutants emitted from natural gas infrastructure facilities and neurological, cardiovascular and respiratory disease, cancer, birth defects, and other adverse health impacts. Acute health impacts from these toxic exposures can cause burning eyes, headaches, breathing difficulty and nausea for nearby populations and can exacerbate health problems. Chronic health impacts can include certain types of cancer as well as damage to lungs, liver, kidneys, reproductive, nervous and cardiovascular systems; and

Whereas, the American Medical Association and the Medical Society of the State of New York acknowledge the hazards of natural gas infrastructure and associated adverse health impacts and passed resolutions in 2015 calling for Health Impact Assessments (HIAs); and

Whereas, the National Ambient Air Quality Standards (NAAQS) are based on average population risks across a large area over a long period of time but do not adequately address human toxicity for residents living in close proximity to natural gas infrastructure or where they are subject to episodic high exposures during events such as blowdowns; and

Whereas, current protocols used for assessing compliance with ambient air quality standards do not adequately determine intensity, frequency or durations of actual human exposures to pollutants and mixtures of pollutants emitted from natural gas infrastructure, noting that periodic 24-hour average measures can underestimate actual exposures by an order of magnitude; and

Whereas, gas infrastructure facilities can emit into the air annually hundreds of tons of pollutants including toxic chemicals and criteria pollutants, some of which are known carcinogens like benzene and formaldehyde, and can also be sources of radioactive contamination<sup>3</sup>; and

---

<sup>1</sup> PSR/CHPNY Compendium 5th Edition (March 2018): [http://concernedhealthny.org/wp-content/uploads/2018/03/Fracking\\_Science\\_Compendium\\_5FINAL.pdf](http://concernedhealthny.org/wp-content/uploads/2018/03/Fracking_Science_Compendium_5FINAL.pdf)

<sup>2</sup> PSE for Healthy Energy Repository for Oil and Gas Energy Research: <https://www.psehealthyenergy.org/our-work/shale-gas-research-library/>

<sup>3</sup> Environmental Health Project Report, October 2017: Health Effects Associated with Stack Chemical Emissions from NYS Compressor Stations: 2008-2014: <http://www.environmentalhealthproject-ny.org/>

Whereas, people who live or work in close proximity to natural gas infrastructure facilities such as compressor stations are most at risk—particularly developing fetuses, children, the elderly, and those with cardiovascular, lung or respiratory problems and other vulnerable subpopulations, although under certain weather and terrain conditions, these pollutants can have a wider impact; and

Whereas, developing fetuses and children are uniquely vulnerable to exposures as they receive proportionally greater doses of pollutants than adults and have immature organs and detoxification systems<sup>4</sup>; and

Whereas, methane is an extremely potent greenhouse gas with a global warming potential that is 34 times that of carbon dioxide over a 100-year timeframe and 86 times that of carbon dioxide over a 20-year timeframe; and

Whereas, methane is the primary ingredient of natural gas and leaks at every system stage, including extraction, processing, transmission, distribution, and end-use consumption; and

Whereas, the NYS Department of Environmental Conservation (DEC) regulations do not currently require Best Available Control Technology (BACT) or Lowest Achievable Emissions Rate (LAER) technology for facilities that are not designated under federal Title V requirements or are not located within non-attainment areas, although such requirements could substantially reduce hazardous air emissions; and

Whereas, the DEC does not require the use of emission control technologies for all gas infrastructure facilities that would provide a floor of protection and could significantly reduce emissions, even when such technology has become standard practice within the industry or is readily available; and

Whereas, the DEC does not require continuous **air** monitoring of pollutants or methane in real time for gas infrastructure facilities, even though the technology to do so is now readily available, nor does the DEC require that such data be made available to public; and

Whereas, the DEC determines compliance with regulatory requirements and permit conditions through self-reporting by the industry without independent verification; and

Whereas, the DEC does not require rigorous inspection of gas infrastructure facilities to detect and eliminate natural gas leakage at gas infrastructure facilities; and

Whereas, the DEC lacks requirements for advanced notification of all planned blowdowns or other chemical releases, and for notification immediately following all unplanned blowdowns or other chemical releases in order for residents, public officials and first responders to take prompt emergency action; and

---

<sup>4</sup> Reducing the staggering costs of environmental disease in children, estimated at \$76.6 billion in 2008, Trasande, L, et al, Health Affairs, May 2011: <https://www.ncbi.nlm.nih.gov/pubmed/21543421>

Whereas, the DEC exempts many emission sources that exist at gas infrastructure sites from regulation requirements and lacks adequate regulatory requirements for non-combustion emission sources; and

Whereas, the DEC does not require a sufficiently protective set of best management practices for gas infrastructure facilities to ensure protection of public health, safety, and the environment; and

Whereas, the DEC does not require the timely replacement or retrofit of technology and the update of site practices for existing gas infrastructure facilities to ensure appropriate consistency with requirements for new projects and adherence to current best management practices; and

Whereas, the U.S. Environmental Protection Agency hosts a voluntary Natural Gas Star program for partner companies to implement technologies and practices for the reduction of methane emissions and document results; and

Whereas, the DEC's State Environmental Quality Review (SEQR) process for gas infrastructure projects does not adequately address greenhouse gases and climate impacts; and

Whereas, the DEC has announced that it intends to rewrite or revise oil and gas regulations, which can be more stringent than federal requirements;

Therefore, be it resolved that the \_\_\_\_\_ (Village Trustees/Town Board/City Council/County Legislature), in the interest of protecting its residents, businesses and institutions, strongly urges the NYS Department of Environmental Conservation (DEC) to adopt the following regulatory requirements:

1. Installation and use of Lowest Achievable Emissions Rate (LAER) technology at all new and existing gas infrastructure facilities that emit pollutants into the environment, including those not designated under federal Title V requirements or not located within non-attainment areas;
2. Inclusion of non-combustion emission sources and emission sources currently considered "exempt" within the DEC regulatory framework; and
3. Installation and use of specific emission control technology, identified through the federal National Gas Star Program and elsewhere, including but not limited to:
  - ☐ Dry seals on all centrifugal compressors
  - ☐ Automatic air to fuel ratio (AFR) controls
  - ☐ Oxidation catalysts and selective catalytic reduction (SCR) on exhaust stacks
  - ☐ Vapor recovery technology for reciprocating compressors, storage tanks, and other sources of fugitive or vented emissions
  - ☐ Static seals on reciprocating compressor rods
  - ☐ Dry low-NOx burners (DLNB)
  - ☐ Low emission combustion (LEC)

- ☐ SCONOx or equivalent technology
  - ☐ Zero-emission dehydrators and similar closed-system technology to avoid venting of gas
  - ☐ Electric or compressed air starters
  - ☐ Electric or compressed air actuators instead of gas-operated pneumatic actuators
  - ☐ Post-combustion particulate matter controls such as electrostatic precipitators, baghouses, and scrubbers
  - ☐ Interior and exterior corrosion protection, such as plastic enamel sprays
  - ☐ Electric motor compressors where applicable; and
4. Implementation of practices, identified through the National Gas Star program and elsewhere, to reduce natural gas leakage and blowdowns, including but not limited to maintaining compressors at pipeline pressure, redirecting blowdown gas to lower-pressure lines, cap testing, use of inert gases at pigging stations, and more aggressive maintenance of packing rings and compressor rods than required by existing regulations; and
  5. Installation and use of **air monitoring** equipment at the stack, fence line, and within nearby communities to provide continuous monitoring of pollutants including toxic chemicals, criteria pollutants, ultra-fine particulate matter, individual VOCs, as well as methane in real time for all gas infrastructure facilities, with such data made readily available to the public, such as by online access; and
  6. Onsite verification of compliance with regulatory requirements and permit conditions by independent registered inspectors through scheduled and random visits; and
  7. Rigorous quarterly inspection by independent registered personnel with regular reports submitted to the DEC and made available to the public to detect and ensure timely elimination of natural gas leaks at gas infrastructure facilities using the comprehensive detection methods such as aerial and ground-level laser methane assessment, organic vapor analyzers (OVAs), toxic vapor analyzers (TVAs), sorbent tubes, SUMMA canisters, infrared cameras, as well as real-time monitoring with Fourier Transform Infrared (FTIR) spectroscopy and other remote sensing along pipelines; and
  8. 48-hour or greater advanced notification to any Village Trustees/Town Board/City Council/County Legislature requesting it of all planned blowdowns, regardless of size, and other chemical releases; notification within 30 minutes of all unplanned blowdowns, regardless of size, and other chemical releases at all gas infrastructure facilities; and suspension of planned blowdowns or other chemical releases when weather conditions would increase exposure to air pollutants; and
  9. Timely replacement or retrofit of technology and update of site practices for existing gas infrastructure facilities to ensure compliance with current regulatory requirements and best management practices; and
  10. Chain of custody records and tracking for all industrial waste removed from gas infrastructure facilities, and



11. Strict enforcement of all best management practices and protocols for gas infrastructure facilities to ensure protection of public health, safety, and the environment; and

Be it further resolved, that the DEC, in cooperation with the NYS Department of Health (DOH), should promulgate more stringent performance requirements, including but not limited to the regulated levels of criteria pollutants, to address deficiencies in NAAQS which fail to consider human toxicity in populations proximate to gas infrastructure facilities, and any other deficiencies affecting public health, safety, or environmental protection; and

Be it further resolved, that the DOH in cooperation with the DEC should require and oversee a comprehensive, independent Health Impact Assessment (HIA) as outlined by the Centers for Disease Control and the National Academy of Sciences, incorporating the latest peer reviewed science, to be conducted by an independent public health entity and include cumulative short and long-term, direct and indirect impacts from all natural gas infrastructure components, emissions from operations including blowdowns, leaks, and spills, and a thorough analysis of the chemical emissions and radioactive contaminants, as well as their concentrations, persistence, and dispersion; and that a health registry should be established and maintained with all data available to the public; and

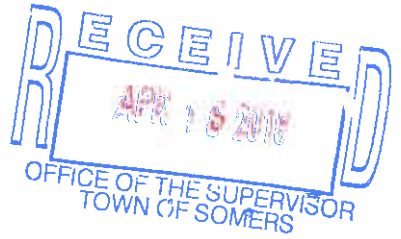
Be it further resolved, that the DEC should develop State Environmental Quality Review (SEQR) guidance to ensure that state agencies adequately address all cumulative impacts including but not limited to greenhouse gases and climate change during environmental reviews for gas infrastructure projects; and

Be it further resolved, that the \_\_\_\_\_ (Village Trustees/Town Board/City Council/County Legislature) Clerk shall forward this Resolution to the Governor of New York State, Commissioner of the NYS Department of Environmental Conservation, Commissioner of the NYS Department of Health, and the NYS Legislature.

Sent to:  
TD, TA, TC 4/16/18 KD

Kim DeLucia

**From:** Denise Schirmer  
**Sent:** Monday, April 16, 2018 2:33 PM  
**To:** Kim DeLucia  
**Cc:** Rick Morrissey  
**Subject:** Resignation - Energy Environment Committee



Hi Kim,

For the May Town Board

Thanks!

Denise

**From:** Susanne Cox  
**Sent:** Monday, April 16, 2018 11:30:56 AM  
**To:** Denise Schirmer; Jerry Stern  
**Subject:** SEEC Committee

Hi Jerry and Denise,

I am writing to let you know that I will be moving to California at the end of June and so will resign from the committee. It has been a pleasure for the little time we have worked together and I admire everyone's dedication. I wanted to let you know as soon as possible since I believe my resignation will make it easier for you to reach a quorum and it probably would benefit you to know sooner rather than later.

Please let me know what I need to do to officially resign.

Thank you for everything.

Sincere Regards,  
Susanne Cox

Sent to:  
TB, TA, TC 5/4/18  
KD

**Kim DeLucia**

---

**From:** Denise Schirmer  
**Sent:** Wednesday, May 2, 2018 2:56 PM  
**To:** Kim DeLucia  
**Cc:** Rick Morrissey  
**Subject:** FW: SEEC, rejoining

Hi Kim,

Since we have been having quorum issues since last September with the Somers Energy Environment Committee, it would be most appreciated if we could have this placed on the agenda of the May 10th Town Board meeting for approval.

Mr. Crawford was interviewed by the Town Board and appointed as a member of the Somers Energy Environment Committee quite some time ago, but had to resign due to traveling commitments for his job, which have now ended so he would like to be reappointed to the Committee.

Thanks so very much.

Denise

-----Original Message-----

**From:** Jason Crawford  
**Sent:** Wednesday, May 2, 2018 2:44 PM  
**To:** Denise Schirmer <dschirmer@somersny.com>; Jason Crawford; Jerry Stern  
**Subject:** Re: SEEC, rejoining

Denise, Jerry, Don,

As a former member of the Somers Energy Environment Committee, I'd like to be reappointed as a member of the committee.

Thank you for your consideration,

Jason Crawford

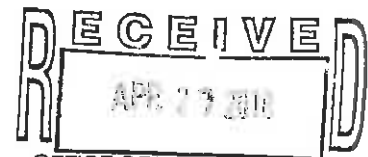
Sent to:  
TB, TA, TC  
5/1/18  
KD

JUSTICE COURT  
**Town of Somers**  
WESTCHESTER COUNTY, N.Y.



**TOWN JUSTICES**

Hon. Denis J. Timone  
Hon. Michael J. McDermott



OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS  
**TOWN HOUSE**  
**335 ROUTE 202**  
**SOMERS, NY 10589**

(914) 277-8225  
FAX  
(914) 277-3771

April 27, 2018

MEMO TO: Rick Morrissey  
Supervisor

FROM: Barbara Lloyd  
Court Clerk

RE: Seasonal Intern

---

The Somers Justice Court would be interested in employing a seasonal intern. The intern will work approximately 17 hours or less per week for 10 weeks. The intern will be paid from the Courts budget. This is particularly important since as we are in the middle of a Records Management project and the intern will undertake the preparation of the files to be sent out to Biel's Documents Management.

Sent to:  
TB, TA, TC  
5/7/18  
KD

# **Somers Department of Parks & Recreation**

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

**Steven Ralston**  
**Superintendent**



May 1, 2018

To: Town Board

From: Steven Ralston   
Superintendent of Parks and Recreation

Re: Staff Request

Request permission to promote:

Howard Vinberg

From: Maintenance Mechanic Equipment & Grounds

To: Park Foreman

Grade 7 Step 8 at an annual salary of \$70,540.00 in accordance with the CSEA contract.

Retroactive to April 2, 2018

C: Park Board  
Director of Finance  
Town Clerk

Sent to:  
TB, TA, TC  
4/17/18  
KD

RECEIVED  
APR 17, 2018  
OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

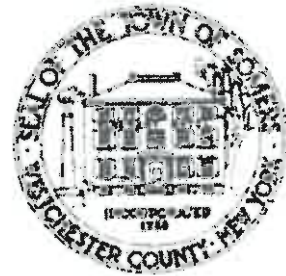
PLANNING AND ENGINEERING DEPARTMENT'S

Telephone  
(914) 277-5366  
Fax  
(914) 277-4693

Town of Somers  
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Sydney Dym, AICP  
Town Planner  
sdym@somersny.com

Date: April 17, 2018  
To: Town Board  
From: Steven Woelfle SW  
Principal Engineering Technician  
RE: Erosion Control Bonds - Transfer to General Fund

This office has been in the process of notifying applicants to request the return of their outstanding erosion control bonds that the Town has in the Trust and Agency Account. Attached is a list of payees that the Town attempted to contact, however, the letter has either been returned undeliverable, the applicant no longer resides at the property address or the phone is no longer in service.

Please be aware that in the event a payee does contact the Town at a future date for the return of the bond, it is my understanding that the bond can still be returned.

Therefore, this office believes that we have exhausted our attempts to locate the individuals and suggests that the bonds listed on the attached sheet be transferred to the General Fund.

SW/wg  
Enc.  
cc: Town Clerk  
Town Attorney  
Director of Finance  
Z:\PE\Financial\ECB\ECB to General Fund.doc 4.16.2018.doc

EROSION CONTROL BONDS - TRANSFER TO GENERAL FUND

<u>PARCEL</u>	<u>PAYEE</u>	<u>BOND</u>	<u>ACTION</u>
16.06-1-30 39 Cypress Lane	Rui Dos Santos	\$300.00	Unoccupied-Owner Moved

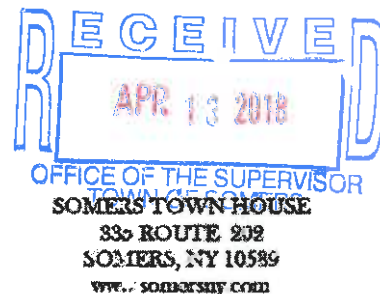
Z:\PE\financial\EC\LCB\list 4.17.2018 - General Fund.doc

Sent to:  
TB, TA, TC  
4/13/18  
KD

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

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



Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com

Syrette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: April 12, 2018  
To: Town Board  
From: Steven Woelfle *SW*  
Principal Engineering Technician  
RE: Agular Tree Preservation and Stormwater Management and Erosion  
and Sediment Control Permit #ATSM/ESC2017-03  
TM: 53.15-2-9  
Release of Erosion Control Bond  
Check Received January 4, 2017

---

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

Please return to:

Eun-Jeong Yi

SW/wg  
cc: Town Clerk  
Director of Finance  
Eun-Jeong Yi



Sent to:  
TB, TA, TC  
4/26/18  
KB

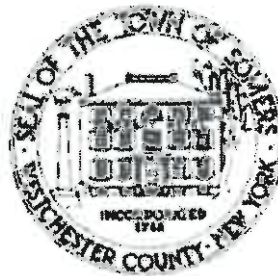
PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5356  
Fax  
(914) 277-4993

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrette Dym, AICP  
Town Planner  
sdym@somersny.com

**Date:** April 26, 2018  
**To:** Town Board  
**From:** Steven Woelfle *SW*  
Principal Engineering Technician  
**RE:** **Somers Manor Nursing Home Inc. Site Plan**  
**Wastewater Treatment Plant Upgrade**  
**Resolution No. 2006-05**  
**TM: 28.17-1-19**  
**Release of Erosion Control Bond**  
**Received Check April 18, 2006**

---

This Office has no objection to the return of the Erosion Control Bond in the amount of \$7,164. Please return to:

Keane – Coppelman Engineers P.C.  
113 Smith Avenue  
Mt. Kisco, New York 10549

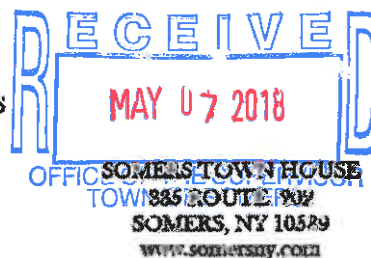
SW/wg  
cc: Town Clerk  
Director of Finance  
Keane – Coppelman Engineers, P.C.

Sent to:  
TB, TA, TC  
5/7/18  
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5366  
Fax  
(914) 277-1093

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.



Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syretic Dym, AICP  
Town Planner  
sdym@somersny.com

**Date:** May 4, 2018  
**To:** Town Board  
**From:** Steven Woelfle *SW*  
Principal Engineering Technician  
**RE:** Boniello/RAM STAR REALTY, LLC Tree Preservation and  
Stormwater Management and Erosion and Sediment Control Permit  
#ATSMESC2016-09  
TMI: 36.08-1-74  
Release of Erosion Control Bond  
Check Received March 11, 2016

---

This office has no objection to the return of the Erosion Control Bond in the amount of \$500.

Please return to:

Boniello Land & Realty  
165 Waccabuc Road  
Goldens Bridge, NY 10526

SW/wg

cc: Town Clerk  
Director of Finance  
Boniello Land & Realty

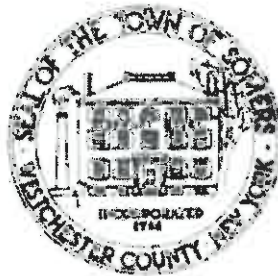


PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 902  
SOMERS, NY 10589  
WWW.SOMERSNY.COM



Syretic Dym, AICP  
Town Planner  
sdym@somersny.com

Telephone  
914 277-5355  
Fax  
914 277-4093

Steven Woolfe  
Principal Engineering Technician  
swolfe@somersny.com

Date: April 19, 2018  
To: Director of Finance T10(914)  
From: Wendy Getting  
Senior Office Assistant  
RE: Erosion Control Bond  
Realbuto Wetland Permit  
TM: 25.16-2-1

Attached is a check in the amount of \$200 posted by Steve Realbuto, 12 Bedell Road, Amawalk, NY 10501 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk

Sent to:  
TB, TA, TC  
5/7/18  
KD

# Preservation Month 2018

May is Preservation Month, and we are ready to celebrate! Everyone has places that are important to them. Places they care about. Places that matter. *This Place Matters* is a national campaign that encourages people to celebrate the places that are meaningful to them and to their communities, and Preservation Month is the perfect time to share it with the world.

As you spread the word about Preservation Month, make sure to use the #ThisPlaceMatters hashtag. Also check out the [National Trust on Facebook](#) for more cool tools to help you show your love.

This campaign isn't just about photography, after all. It's about telling the stories of the places we can't live without. Through *This Place Matters*, we hope to encourage and inspire an ongoing dialogue about the importance of place and preservation in all of our lives that lasts far beyond the month of May.

At the National Trust, we want to help you shine a spotlight on all the special places that are important to you. And to get you started, we're sharing exciting tips and tools so you can take your *This Place Matters* campaign to the next level. Follow the steps below to begin!

## What places matter to you?

Tell us which places matter most to you, and we'll help to tell the world!

1. Download your [This Place Matters materials](#) including signs, social media shareables, and a campaign toolkit.
2. Take photos at the places that matter most to you.
3. Share your photos online with the hashtag #ThisPlaceMatters.
4. Stay tuned to @SavingPlaces on [Instagram](#) and [Twitter](#) as we spotlight our favorites!

Sent to:  
TB, TA, TC  
5/4/18  
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-  
5366  
Fax

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

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Steven Woelfle  
Principal Engineering  
Technician  
swnefle@somersny.com



Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

Date: May 1, 2018  
To: Town Board  
From: Syrette Dym *SD*  
Director of Planning  
RE: **SEQRA/Professional Services – Transfer to General Fund  
Stonewall Real Estate Builders LLC**

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This office has attempted to notifying applicants to request the return of their outstanding SEQRA Professional Service Fee monies that the Town has in the Trust and Agency Account.

Please be aware that in the event a payee does contact the Town at a future date for the return of the SEQRA Professional Service Fee, it is my understanding that the monies can still be returned.

Therefore, this office believes that we have exhausted our attempts to locate the individuals and suggests that the SEQRA Professional Service Fee listed on the attached sheet be transferred to the General Fund.

Thank you.

SW/bjs

Enc.

cc: Town Clerk  
Town Attorney  
Director of Finance

**SEQRA PROFESSIONAL SERVICE FEE**

<b><u>PARCEL</u></b>	<b><u>PAYEE</u></b>	<b><u>AMOUNT</u></b>	<b><u>ACTION</u></b>
26.07-1-21	Stonewall Real Estates Bldr. LLC	\$488.95	No response from Applicant.