

OFFICE OF THE SUPERVISOR

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**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, FEBRUARY 8, 2018  
[www.somersny.com](http://www.somersny.com)**

7:00pm Regular Meeting

**I. PLEDGE OF ALLEGIANCE:**

**II. ROLL CALL:**

**III. PUBLIC HEARINGS:** New Sewer Code (Continuation of January 11, 2018 public hearing)

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

**IV. APPROVAL OF MINUTES:** December 7, 2017 Public Hearing reg. to 2018 Preliminary Budget; December 7, 2017 Work Session; December 14, 2017 Public Hearing reg. the consideration of an increase in the 2018 Water Charges; December 14, 2017 Regular Meeting; January 11, 2018 Organizational Meeting; January 11, 2018 Public Hearing reg. proposed Local Law to add Chapter A175, entitled SEWERS and reg. proposed Local Law to amend Chapter 154, entitled Taxation, Article IX entitled Cold War Veterans Exemption pursuant to Section 154-28 Duration of Exemption; January 11, 2018 Work Session/Regular Meeting.

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

VI. **BUSINESS OF THE BOARD:**

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

B. **TOWN BOARD:**

1. The Somers Energy Environment Committee
  - a. Grant for LED Streetlight Replacement
  - b. Solar Light Options
2. Public Service Commission Letter - NYSEG
3. Amend the Affordable Section of the Zoning Ordinance to eliminate Section 170-60.2 Affordable Housing Preference.

- 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 and 3 – 3-year terms ending 12/31/2020.)
- c. Zoning Board (1- 5-year term ending 12/31/2022.)

2. **Upcoming Vacancies:**

- a. Architectural Review Board (1- 3-year term ending 3/31/2018.)
- b. Parks and Recreation Board (3- 3-year terms ending 3/9/2018.)

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

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

**H. CONSENSUS AGENDA:**

1. Authorize to return the Erosion Control Bond to Somers Manor Nursing Home, Inc. in the amount of \$1,000 per January 22, 2018 memo from Steven Woelfle, Principal Engineering Technician.
2. Approve the renewal contract for the Town's 2018 Tax Map Maintenance with CAI Technologies, per email dated January 24, 2018 from Teressa Stegner, Assessor.
3. Authorize the Bid Notice and distribution of Bid Documents for the Modern Windows – Heavy Commercial Window – HCP Series at the Somers Library, Rte 139 (Reis Park), Somers, New York per memo from Patricia Kalba, Town Clerk dated January 22, 2018.
4. Authorize the Supervisor and the Superintendent of Highways to sign the Federal Surplus Property Program Application for Eligibility by State and Public Agency per email from Thomas Chiaverini, Superintendent of Highways dated January 8, 2018.
5. Authorize the execution of the following two-year service contracts per memo from Efreem Citarella, Building Inspector dated January 16, 2018:
  - a. A-Amp Electric Corp. - Emergency and Non-Emergency Electrical Work.
  - b. Bee and Jay Plumbing - Emergency and Non-Emergency Plumbing Work.
6. Authorize the return of \$723.83 due Service Link for the overpayment of school taxes per memo from Michelle McKearney, Receiver of Taxes dated January 24, 2018.

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7. Schedule a Public Hearing for the proposed 2018 Quarterly Water Charges for the Amawalk Shenorock Water District, Windsor Farms Water District, Amawalk Heights Water District for March 8, 2018.
8. Authorize the Supervisor to execute the following:
  - a. ESI Group Employee Assistance Program renewal contract in the amount of \$3,100 effective January 1, 2018.
  - b. The purchase of (1) One new 2018 RAM 5500 HD 4x4 Dump Truck with Sander in the amount of \$75,163.15 off the Onondaga City Bid #7974 for Trucks and Truck Equipment per memo from Thomas Chiaverini, Superintendent of Highways dated January 30, 2018.
  - c. Task Order 2-4.29 for Somers Salt Storage Shed Engineering Design With Woodard & Curran.
  - d. The municipal Cooperation Agreement for the Sustainable Westchester Clean Transportation Project.
9. Approve the service contract for servicing of (4) four power generators and transfer switches at the Primary and Secondary Sewer Pump Stations located on Travis Road and the Windsor Road and Clayton Boulevard Sewer Pump Stations with Kinsley Power Systems in the amount of \$3,789.00 per memo dated January 29, 2018 from Adam Smith, Superintendent of Water & Sewer.
10. Authorize the following per memo dated February 2, 2018 from Efram Citarella, Building Inspector:
  - a. Request for Proposal for replacement of the boiler at the Police Station.
  - b. Request for Proposal for the replacement of the central AC system at the Parks and Recreation Office.
  - c. Request for Bid for installing ductless split systems on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the Town House that would provide both air conditioning and heat.
11. Accept the following Erosion Control Bonds:
  - a. \$24,787.00 – Somers Crossing (Residential Component)  
TM: 17.15-1-15.1
  - b. \$7,194.00 – Towne Centre at Somers Site Plan  
TM: 17.15-1-13

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12. Authorize the Town's Attorneys to execute a Consent Order & Judgement in the following matter: HNA Property Holdings, LLC/Somers Pointe Country Club, LLC. Vs. Town of Somers – Index Nos. 66214-14 et al.”
13. Schedule a Public Hearing for the proposed Recorded Images Violations Law for March 8, 2018.

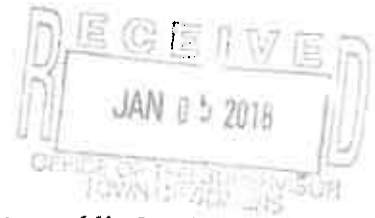
**2018 Calendar**

February 8, 2018	7:00pm	Town Board Regular Meeting Continuation of Public Hearing - New Sewer Code
March 1, 2018	7:00pm	Town Board Work Session
March 8, 2018	7:00pm	Town Board Regular Meeting

2/6/2018 5:08 PM

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**PUBLIC HEARING NOTICE**



PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on January 11, 2018 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a proposed Local Law to add Chapter A175, entitled SEWERS, in its entirety to the Code of the Town of Somers.

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

By Order of the Town Board  
of the Town of Somers

Patricia Kalba  
Town Clerk

Dated: December 28, 2017

DECEMBER 7, 2017 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening December 7, 2017 at 7:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:	Councilman	Richard G. Clinchy
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Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to open a public hearing with regard to the 2018 Preliminary Budget.

The Town Clerk presented affidavit of public notice of the public hearing that appeared in the Somers Record on November 23, 2017 and posted on the Town Clerk's bulletin board the same day.

The Supervisor declared the hearing open and asked for comments from the public.

Ms. Patricia Humphreys, Annarock Drive, read a written statement urging the Board to increase the budget for the Library. She stated that it was unfair for that budget to remain flat when there was not enough funding for them to keep some of the programs and services running. She pointed out some changes that could be made to the Town website and suggested the Town consider a printed Newsletter to the residents. Ms. Humphreys stated that she was also concerned with the condition of some of the roads in Town and how only half of the roadway was being paved.

The Supervisor explained that it was New York State that used patches on the road and the Town paved the whole road when repaving.

Ms. Humphreys continued that a future budget line might have to do with the Atlantic Bridge Pipeline expansion. She said that she knew that the Town had done a lot of work to address the concerns of the residents. She said that she hoped that the Town would look further into the concerns and maintain a further watch on them.

The Supervisor addressed Ms. Humphreys comment with regard to salary increases. He explained that once the Board settled with the CSEA Union, all Union and Non-Union Employee would receive an increase in their salaries.

The Supervisor said with regard to the Atlantic Bridge Project, it was not a new topic for the Town or the Town Board. He said that it would be less than a mile from the Town of Somers and the current information was stating it would be touching Somers. He stated that it would not expand within the Town of Somers, it was terminating west of Mahopac Avenue where there was a metering station. The Supervisor said that the Access Northeast Project that everyone heard about, FREC pulled off the table for a myriad of reasons. He said that they were successful going to SPECTRA and asking that they were disrupting neighborhoods when they were ratcheting back their major project. He said that they would continue to watch that.

Mr. Robert Kehoe, Director of Finance, explained small changes with regard to personnel that were being made to the Preliminary Budget before it was adopted. He stated that Fund Balance was being used for the changes and there was no change to the Tax Levy.

There being no one else to be heard on motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the public hearing was declared closed at 7:20 PM.

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Town Clerk

DRAFT



DECEMBER 7, 2017 – WORK SESSION

Minutes of a work session of the Town Board of the Town of Somers held on Thursday evening December 7, 2017 at 6:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:	Councilman	Richard G. Clinchy
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Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to personnel and interviews.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the meeting was adjourned to an executive session at 6:00 PM with regard to personnel and interview to return that evening.

7:00 PM – meeting reconvened

The Supervisor said that it was in order for the Board to open a public hearing with regard to the 2018 Preliminary Budget.

7:20 PM – meeting reconvened

This being a work session the following action were taken:

The Supervisor said that it was in order for the Board to authorize the execution of New York State Department of Taxation and Finance Form TP-584 and Real Property Transfer Report, Form RP-5217 for 42 Shenorock Drive.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute New York State Department of Taxation and Finance Form TP-584 and Real Property Transfer Report, Form RP-5217 for 42 Shenorock Drive, TM: 16.6-2-38.

The Supervisor said that it was in order for the Board to added the hiring of Ms. Kim M. Maguire as Somers Police Officer part-time to that evenings agenda.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the hiring of Ms. Kim M. Maguire as Somers Police Officer part-time, to work no more than 20 hours per week, at an hourly salary of \$30.7318 effective December15, 2017.

The Supervisor said that it was in order for the Board to authorize Woodard & Curran to prepare a cost estimate for Engineering Services for submission to the County Planning Department to secure \$175,000.00 of East Of Hudson (EOH) funds for the Engineering Services and construction of the Highway Garage Salt Shed.

DECEMBER 7, 2017 – WORK SESSION

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby authorize Woodard & Curran to prepare a cost estimate for Engineering Services for submission to the County Planning Department to secure \$175,000.00 of East Of Hudson (EOH) funds for the Engineering Services and construction of the Highway Garage Salt Shed.

This being a work session no further actions were taken.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned at 9:20 PM.

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Town Clerk

DECEMBER 14, 2017 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening December 14, 2017 at 7:05 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to open a public hearing with regard to the consideration of an increase in the 2018 Water Charges for the Amawalk-Shenorock Water District, the Windsor Farms Water District and the Amawalk Heights Water District.

The Town Clerk presented affidavit of public notice of the public hearing that appeared in the Somers Record on November 30, 2017 and posted on the Town Clerk's bulletin board the same day.

The Supervisor declared the hearing open and asked for comments from the public.

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Faulkner, the public hearing was declared closed at 7:06 PM.

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Town Clerk

DECEMBER 14, 2017 – REGULAR MEETING

Minutes of a regular meeting of the Town Board of the Town of Somers held on Thursday evening December 14, 2017 at 7:05 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to open a public hearing with regard to the consideration of an increase in the 2018 Water Charges for the Amawalk-Shenorock Water District, the Windsor Farms Water District and the Amawalk Heights Water District.

7:05 PM – hearing open  
7:06 PM – meeting reconvened

The Supervisor said that it was in order for the Board to adopt an increase to the 2018 Water Charges for the Amawalk-Shenorock Water District, the Windsor Farms Water District and the Amawalk Heights Water District.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby authorize an increase in the 2018 Water Charges for the Amawalk-Shenorock Water District, the Windsor Farms Water District and the Amawalk Heights Water District.

PUBLIC COMMENT:

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Faulkner, public comment session was declared closed.

The first item of the agenda was the approval of the minutes.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Approval  
of Minutes

RESOLVED, that the Town Board does hereby approve the minutes of the November 2, 2017 Work Session and the November 9, 2017 Regular Meeting.

Monthly  
Reports

The Town Clerk presented monthly reports from the Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks and Recreation, Planning and Engineering, Tax Receiver and Director of Finance. She also announced that La Fontane Ristorante located at 137 Route 100, Katonah, was renewing their Liquor License.

2018  
Budget

The Supervisor said that the next item on the agenda was with regard to the adoption of the 2018 Preliminary Budget as the 2018 Adopted Budget. He said that the budget was under the tax cap and for that he wanted to thank the Director of Finance and the Town Board.

DECEMBER 14, 2017 – REGULAR MEETING

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously.

RESOLVED, that the Town Board does hereby adopt the 2018 Preliminary Budget of the 2018 Adopted Budget.

Presentation  
J O'Conner  
re: vaping

The next item was a presentation by Ms. Jackie O'Conner, Respiratory Therapist and Community Educator, Northern Westchester Hospital Center, with regard to the dangers of vaping. The Supervisor said that they were aware of the issues with regard to vaping with youth and in the Schools. He said that the Board had researched legislations other communities had passed, some prohibited Vape Shops and others restrict the sale of products within a number of feet from a school. He said to his knowledge there were no Vape Shops in Town although they wanted to be proactive.

Ms. O'Conner stated that she had been educating both Somers High School and Somers Middle School and it started with the dangers of smoking and it had evolved to e-cigarettes and vaping. She pointed out the dangers of vaping and the challenges that they were facing with youths and their usages. She also detailed how the paraphernalia was being modified for drug use. Discussion ensued with the Town Board with regard to the health and drug use concerns that vaping was creating.

Town Vape  
Store  
Restrictions

The Supervisor said that the next item was a discussion with regard to a Vape Store Restriction Law. He said that he was thinking of the distance from the school approach although he did not think that cigarettes could be purchased in the Somers Town Shopping Center. Discussion ensued with the Town Attorney with regard to how they could create a barrier for the access to underage children and the products. The Town Attorney said that New Castle enacted an amendment to the Zoning Code prohibiting a Vape Shop within 500 feet of a Church or 2,000 feet from a school. He said that the Board could start the process by having the Director of Planning create a draft in the form of the Local Law for the Town Zoning Code. He continued that it would also require an EAF to be referred to the Town of Somers Planning Board and Westchester County Planning. The Town Attorney said that it would be best if the County passed legislation and then all of the Town could get behind that legislation. The Supervisor said that he wanted to get the conversation started with the Board. He said that they would look into what other Towns have done and reach out to the County to see what stand they were taking. He said that this would be placed back on a future agenda.

Sched. PH  
Cold War  
Veteran's  
Exemption

The next item on the agenda was a discussion with regard to the scheduling of a public hearing to amend the Cold War Veteran's Exemption - Duration of Exemption. The Town Attorney explained that the purpose of the amendment was to remove the duration of the exemption.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby schedule a public hearing for January 11, 2017 with regard a proposed Local Law to amend Chapter 154, entitled Taxation, Article IX entitled Cold War Veterans Exemption pursuant to Section 154-28 Duration of Exemption of the Code of the Town of Somers.

Ammend  
Window  
Cleaning  
Contract

The Supervisor said next item on the agenda was a discussion to consider an amendment to Schedule A entitled Insurance and Indemnification of the Window Cleaning Contract between Arco Cleaning Maintenance Company and the Town of Somers. The Town Attorney recommended that the Town make the amendment.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

DECEMBER 14, 2017 – REGULAR MEETING

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Window Cleaning Contract between Arco Cleaning Maintenance Company and the Town of Somers with the amended Schedule A entitled Insurance and Indemnification per memo dated December 8, 2017 from Patricia Kalba, Town Clerk.

Temp Public  
Access  
Clayton  
Blvd

The next item was a discussion with regard to the acceptance of a Temporary Public Access Easement Agreement with Somers Realty for Clayton Boulevard. The Supervisor explained that the road was not ready to be dedicated. The Town Attorney said that Engineers do not want the extension to be dedicated until the road had settled for one winter season to see if there are any defects or deficiencies.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Temporary Public Access Easement Agreement between Somers Realty Corp., c/o AMH CPA's, 83 Calvert Street, Harrison, New York 10528 and the Town of Somers.

Litter  
Camera  
Law

The Supervisor said that the next item was a discussion with regard to a Litter Camera Law. He explained with regard to someone littering they will be seen committing the crime. He said that Yorktown passed a Litter Camera Law that he would like the Town Board to consider. The Supervisor said that the Town would purchase cameras that would be installed and monitored. The Town Attorney said that he would review Yorktown's legislation and report back to the Board. He suggested that the Town Board also have a conversation with the Police Chief as well.

PERSONNEL:

Current Vacancies:

Affordable Housing Board (2 – 2 year terms ending July 11, 2019)  
Partners in Prevention (3 – 3 year terms ending December 31, 2019)

Upcoming Vacancies:

Bureau of Fire Prevention (3 – 1 year terms ending December 31, 2017)  
Library Board of Trustees (1 – 5 year term ending December 31, 2017)  
Partners in Prevention (4 – 3 year terms ending December 31, 2017)  
Planning Board (1 – 7 year terms ending December 31, 2017)  
Zoning Board (2 – 5 year terms ending December 31, 2017)

Retirement  
T.Barlow

The Supervisor said that it was in order to acknowledge the retirement of Ms. Thelma Barlow, Somers Crossing Guard. He said that Ms. Barlow had been the Crossing Guard for 31 years. He said that the Board appreciated all that she had done for the Town over the years.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby acknowledge the retirement of Ms. Thelma Barlow after 31 years of service as Town of Somers Crossing Guard, effective December 22, 2017.

Consensus  
Agenda

The next item on the agenda was the consensus agenda. The Supervisor said with regard to item number 13, he wanted to thank Police Officer Curtis Dustin for his service to the Town of Somers. He wished him well in his retirement.

DECEMBER 14, 2017 – REGULAR MEETING

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

Transfer  
Erosion  
Control  
Bond

1. RESOLVED, that the Town Board does hereby authorize the transfer of the following Erosion Control Bond to the General Fund per memo dated November 2, 2017 from Steven Woelfle, Principal Engineering Technician:
- a. \$100.00 Malisse – Erosion Control Bond – 27.08-2-2.4
  - b. \$200.00 Palermo Too Construction, Inc. – Erosion Control Bond – 36.12-3-8

Return  
Erosion  
Control  
Bond

2. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 2, 2017 from Steven Woelfle, Principal Engineering Technician:

- \$300.00 Gus Boniello and Boniello Land and Realty, LLC Wetland/Steep Slope/Tree Permit #ST004-135 – 58.08-1-6
- \$500.00 Wooded Acres Development/Gus T. Boniello Stormwater Management and Erosion and Sediment Control Permit #ASMESC2015-33 – 48.13-1-49
- \$500.00 Wooded Acres Development/Gus T. Boniello Steep Slopes/Stormwater Management and Erosion and Sediment Control Permit #ASSSMESC2015-30 – 48.17-1-31
- \$500.00 Boniello Land & Realty, LTD./Gus T. Boniello Stormwater Management and Erosion and Sediment Control Permit #ASMESC2015-13 – 48.17-1-36
- \$500.00 Wooded Acres Development Corp/Gus T. Boniello Stormwater Management and Erosion and Sediment Control Permit #ASMESC2015-04 – 48.17-1-35

Return  
Erosion  
Control  
Bond

- 3a. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 6, 2017 from Steven Woelfle, Principal Engineering Technician:

- \$500.00 Meadow Ridge Homes Inc. Stormwater Management and Erosion and Sediment Control Permit #ASMESC2014-10 – 4.19-1-4

- 3b. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 6, 2017 from Steven Woelfle, Principal Engineering Technician:

- \$500.00 Meadow Ridge Homes Inc. Stormwater Management and Erosion and Sediment Control Permit #ASMESC2014-10A – 4.19-1-12

- 3c. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 13, 2017 from Steven Woelfle, Principal Engineering Technician:

- \$100.00 DiMauro Stormwater Management and Erosion and Sediment Control Permit #ASMESC2010-24 – 36.08-1-18.1

DECEMBER 14, 2017 – REGULAR MEETING

- 3d. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 15, 2017 from Steven Woelfle, Principal Engineering Technician:

\$500.00      Senatore Stormwater Management and Erosion and Sediment Control Permit #ASMESC2015-15 – 16.08-1-30

- 3e. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 14, 2017 from Steven Woelfle, Principal Engineering Technician:

\$200.00      Joyce Erosion/Sediment Control Permit #AESC2008-36 – 27.11-1-10

- 3f. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated November 20, 2017 from Steven Woelfle, Principal Engineering Technician:

\$300.00      Giovanni Crecco Wetland/Stormwater Management and Erosion and Sediment Control/Tree Preservation Permit #WSTP2015-12 – 28.18-1-21

SEQRA  
Refunds

4. RESOLVED, that the Town Board does hereby authorize the refund of SEQRA Professional Fees for Heritage Hills of Westchester, Heritage Hills Sewer Works Corp and Heritage Hills Water Works Corp to Heritage Development Group, Inc., Heritage Village, PO Box 873, Southbury, CT 06488 as follows per memo dated December 1, 2017 from Syrette Dym, Director of Planning:

Heritage Hills of Westchester	\$59,209.37
Heritage Hills Sewer Works Corp	1,254.64
Heritage Hills Water Works Corp	7,051.83
Total:	\$67,515.84

Accept  
Erosion  
Control  
Bond

5. RESOLVED, that the Town Board does hereby authorize the acceptance of the following Erosion Control Bond per memos dated November 28, 2017 from Wendy Getting, Senior Office Assistant:

a. \$500.00      Boniello/Wooded Acres– Stormwater Management and Erosion and Sediment Control Permit – 47.20-1-29

Overtime  
Adjustment  
L. Noto

6. RESOLVED, that the Town Board does hereby authorize a Bad Weather-Overtime Adjustment to Louis Noto, Deputy Superintendent of Highways in the amount of \$4,000.00 for 2017 per memo dated November 28, 2017 from Thomas E. Chiaverini, Superintendent of Highways.

Mission  
Statement  
AHB

7. RESOLVED, that the Town Board does hereby accept the new Mission Statement of the Town of Somers Affordable Housing Board as follows:

*“The mission of the Somers Affordable Housing Board is to pursue opportunities for quality affordable housing in the Town of Somers for individuals and families seeking to live here. We seek a balance of housing opportunities, including for low- and moderate-income, and special needs residents.*



DECEMBER 14, 2017 – REGULAR MEETING

*The board will work with the town Planning Department and Planning Board to implement this mission and act at all times in the best interest of the Town.”*

- |  |            |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
|--|------------|--|-----------------------------------|------------|---------------------------------------|------------|--------------------------|------------|--|------------|---|------------|---|------------|-------------------------------------|------------|---------------------------------|------------|
| Bids 2018<br>Highway<br>Materials                | 8.         | RESOLVED, that the Town Board does hereby accept the low bids for 2018 Highway Materials with the exception of mileage deviations for all categories picked up (F.O.B.) by trucks furnished by the Town of Somers per November 16, 2017 memo from Tom Chiaverini, Superintendent of Highways.  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Sched<br>PH<br>Sewer<br>Code                     | 9.         | RESOLVED, that the Town Board does hereby schedule a Public Hearing for January 11, 2018 with regard a proposed Local Law to add Chapter A175, entitled <u>SEWERS</u> , in its entirety to the Code of the Town of Somers.   |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Directional<br>Sign<br>Mayflower<br>La           | 10.        | RESOLVED, that the Town Board does hereby refer a request from Somers Bureau of Fire Prevention that consideration be given to adding a directional sign at Mayflower Lane to the Somers Police Department, Highway, and Engineering per memo dated November 28, 2017 from the Somers Bureau of Fire Prevention.   |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| 2017<br>Overtime/<br>Out of Title<br>Pay         | 11.        | RESOLVED, that the Town Board does hereby approve Overtime/Out of Title Payment for 2017 per email dated December 10, 2017 from Robert Kehoe, Director of Finance as follows:<br><br><table><tr><td>Robert Kehoe, Director of Finance</td><td>\$5,000.00</td></tr><tr><td>Michael Driscoll, Somers Police Chief</td><td>\$5,000.00</td></tr><tr><td>Teresa Stegner, Assessor</td><td>\$2,000.00</td></tr><tr><td>Steven Ralston, Superintendent of Parks and Rec.</td><td>\$2,000.00</td></tr><tr><td>Adam Smith, Superintendent of Water and Sewer</td><td>\$2,000.00</td></tr><tr><td>Barbara Taberer, Nutrition Program Director</td><td>\$2,000.00</td></tr><tr><td>Efrem Citarella, Building Inspector</td><td>\$5,000.00</td></tr><tr><td>Andrew Farber, Library Director</td><td>\$3,500.00</td></tr></table> | Robert Kehoe, Director of Finance | \$5,000.00 | Michael Driscoll, Somers Police Chief | \$5,000.00 | Teresa Stegner, Assessor | \$2,000.00 | Steven Ralston, Superintendent of Parks and Rec. | \$2,000.00 | Adam Smith, Superintendent of Water and Sewer | \$2,000.00 | Barbara Taberer, Nutrition Program Director | \$2,000.00 | Efrem Citarella, Building Inspector | \$5,000.00 | Andrew Farber, Library Director | \$3,500.00 |
| Robert Kehoe, Director of Finance                | \$5,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Michael Driscoll, Somers Police Chief            | \$5,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Teresa Stegner, Assessor                         | \$2,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Steven Ralston, Superintendent of Parks and Rec. | \$2,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Adam Smith, Superintendent of Water and Sewer    | \$2,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Barbara Taberer, Nutrition Program Director      | \$2,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Efrem Citarella, Building Inspector              | \$5,000.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Andrew Farber, Library Director                  | \$3,500.00 |  |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Execute<br>III-C1,<br>III-C2                     | 12.        | RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the amendment to the Titles III-C1, III-C2 and Nutrition Services Incentive Program Amendment to 2017 Agreements per memo dated December 4, 2017 from Barbara Taberer, Nutrition Program Director.   |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Retirement<br>C. Dustin<br>SPD                   | 13.        | RESOLVED, that the Town Board does hereby acknowledge retirement of Police Officer Curtis Dustin effective November 8, 2017.   |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |
| Stop Sign<br>Request<br>Gloria/Carolyn           | 14.        | RESOLVED, that the Town Board does hereby refer request for a stop sign at Gloria Ways and Carolyn to the Somers Police Department, Highway, and Engineering for evaluation.   |                                   |            |                                       |            |                          |            |  |            |   |            |   |            |                                     |            |                                 |            |

The Supervisor announced that evening was the 4<sup>th</sup> and 5<sup>th</sup> Grade Winter Concert.

The Supervisor said that Muscoot Farm was hosting a House Tour on Sunday, Decemeber 17<sup>th</sup> from 1:00 PM to 3:00 PM.

The Supervisor said that December 16<sup>th</sup>, 17<sup>th</sup> and 30<sup>th</sup> was the Holiday on the Hill Train Show at Lasdon Park.

The Supervisor said that the Somers Fire District had their Annual Fire Commissioner Election and he wanted to congratulate Mr. John FitzGerald on his victory.

The Supervisor said that the Menorah Lighting was the previous evening which was well attended and a nice ceremony.

DECEMBER 14, 2017 – REGULAR MEETING

The Supervisor wished everyone a Happy Hanukah, Seasons Greetings and Merry Christmas.

Councilman Faulkner wished everyone a Happy New Year as well.

Claims for the payment of all Town Bills in the amount of \$1,267,429.71 were presented and allowed for payment as shown on the Abstract of Audited Claims on file in the office of the Town Clerk.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, the meeting was adjourned at 8:30 PM

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Town Clerk

DRAFT

## JANUARY 11, 2018 – ORGANIZATIONAL MEETING

Minutes of an organizational meeting of the Town Board of the Town of Somers held on Thursday evening January 11, 2018 at 7:00 PM at the Town House 335 Route 202, Somers, New York.

### ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

### ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

### PUBLIC COMMENT:

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, public comment session was declared closed.

The first section of the agenda was a series of items under Procedures.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board Regular Monthly meetings are to be held at the Town House, Somers, on the second Thursday of each month at 7:00 PM or earlier if a motion for executive session is anticipated with monthly work session meeting to be held on the first Thursday of each month at 7:00 PM or earlier if a motion for executive session is anticipated at the Town House. When necessary a third meeting will be held on the third Thursday of each month with the location specified in the notice of the meeting. Special meetings and all other work sessions will be held at the Town House, unless another location is specified in the notice of meeting or resolution calling such special meeting, and further that notice of all meetings and work sessions are given to the Town Board, Town Clerk and media by the Supervisor.

RESOLVED, that the Town Board does hereby adopt the following Town Board Meeting Format for 2018:

1. Pledge of Allegiance.
2. Roll Call.
3. Public Comment.
4. Approval of Minutes.
5. Reports from Department Heads/Town Clerk.
6. Business of the Board – with Parks and Recreation first, then Town Board, and then an alphabetical listing by department and/or topic including communications and resolutions.
7. Other business (including informational items and Board Comments).
8. Adjournment.

RESOLVED, that all claims are to be audited by the Town Board at its regular meeting each month; all claims are to be filed with the Town Clerk no later than the Monday before the Town Board Work Session or earlier if directed by the Supervisor. Claims for the following may be paid in advance of audit with appropriate certification and listed on a subsequent Abstract of Audited Vouchers:

Fuel Oil, Gas, Propane and Diesel Fuel and Electricity  
Mail costs  
Telephone service, including cellular telephones

## JANUARY 11, 2018 – ORGANIZATIONAL MEETING

Health, Dental, Life and Vision Insurance  
Payment for leased vehicles  
Internet Services  
Workers Compensation Insurance  
Post Offices  
NYS Pension Installment  
CHIPS Reimbursement  
EZ Pass  
Home Depot  
Medicare Part B Reimbursement for Retirees  
Parks and Recreation Day Camp Trips

Department Head or employee submitting claim must assign the proper appropriation code and certify as to correctness of the voucher and that sufficient money exists in the appropriation code. All claims must have the proper supporting documentation, i.e. an original invoice. Only when it can be demonstrated that an original invoice is not available will an e-mail or fax copy be accepted.

RESOLVED, that items for regular monthly agendas shall be received in the Supervisor's Office no later than 12 noon of the Thursday in the week preceding the Town Board work session meeting. The agendas shall be posted on the Community Bulletin Board in the Town House and on the Web Site the Friday before a meeting with copies available to the public and the Town Clerk. No item shall be added to the agenda during the meeting without a majority of Town Board member's approval.

RESOLVED, that vacancies on the various boards and advisory committees shall be announced by the Town Board at least two (2) months, if possible, prior to the meeting that action is to be taken. In addition, they will be posted on the Website.

RESOLVED, that the Town Board does hereby designate The Somers Record, to be the official Town newspaper for the year 2018 with others to be used whenever so designated by the Supervisor.

The next section on the agenda was a series of items under Financial. The Supervisor pointed out that the Town had not been reimbursing as much mileage to employees due to the increase in Town owned vehicles. Councilman Clinchy asked if the Standard Mileage Rates had changed. The Town Clerk pointed out that the Internal Revenue Service 2018 Standard Mileage Rates went from \$.535 per mile in 2017 to \$.545 per mile in 2018.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby designate the following depositories for Town of Somers funds for the year 2018:

### JP MORGAN CHASE

Debt Service Fund  
General Fund - 2  
Joint Bail Account\*  
Tax Receiver's Account  
Town Justice\*  
Town Justice\*  
Trust & Agency  
Amawalk-Heights Water District  
Amawalk-Shenorock Water District  
Capital Funds  
Highway Fund  
Parks & Recreation Revolving Fund  
Payroll Account  
Recreation (Builders Fees)  
Somers Sewer District No. 1

## JANUARY 11, 2018 – ORGANIZATIONAL MEETING

Town Clerk\*  
Water Quality Improvement Program  
Capital Project

### SIGNATURE BANK

Town of Somers

RESOLVED, that the Town Board does hereby authorize Rick Morrissey, Supervisor, as the signer on the above accounts and the Deputy Supervisor as alternate signer, with the exception of the asterisk (\*) accounts; they are signed by the appropriate department heads only.

RESOLVED, that the Supervisor be and hereby is authorized to negotiate and call for bids on Certificates of Deposit (CD) and to automatically renew at the best available interest rate, subject to acceptable Municipal or Federal Bonds securing such monies, and further that a reporting of CD ('s) be presented by the Supervisor to the Town Board at the regular Town Board meeting each month.

RESOLVED, that the Town Board does hereby authorize the Supervisor to deposit monies of the General Fund, Highway Fund and all other Funds in JP Morgan Chase.

RESOLVED, that the Town Board does hereby name O'Connor, Davies, LLP 500 Mamaroneck Ave., Suite 301, Harrison, NY 10528 as Town Auditors for the year 2018.

RESOLVED, that the Town Board does hereby authorize reimbursement for Town Officers and employees at \$.545 per mile as set by the Internal Revenue Service for use of their own automobiles when on official town business. The standard mileage rate is intended to cover all costs of operating a personal vehicle while conducting town business. Such costs include: gasoline, oil, maintenance, repairs, insurance and vehicle registration fees. Also, authorize reimbursement for Town Officers and employees necessary telephone calls made in connection with Town business upon submission of properly executed vouchers.

RESOLVED, that the Procurement Policy and Procedures for the purchase of goods or services as set in the Town Board resolution of January 2, 1992 and as amended on August 11, 2005, February 9, 2006, October 12, 2006 and February 11, 2010 have been reviewed. That resolution states that each prospective purchase shall be evaluated to determine the applicability of General Municipal Law Section 103. It also provides guidelines to aid in the required evaluation. As a result of this review, it has been determined that the existing Procurement Policy and Procedures should continue to be utilized for all purchasing activities by the Town.

RESOLVED, that the Town Board does hereby authorize the review of Investment Policy to comply with the primary objective listed:

- a. To conform with all applicable federal, state and other legal requirement (legal);
- b. To adequately safeguard principal (safety);
- c. To provide sufficient liquidity to meet all operating requirements (liquidity);
- and
- d. To obtain a reasonable rate of return (yield).

### **INVESTMENT POLICY FOR THE TOWN OF SOMERS SOMERS, NEW YORK**

#### **I. SCOPE**

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

#### **II. OBJECTIVES**

The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

### **III. DELEGATION OF AUTHORITY**

The governing board's responsibility for administration of the investment program is delegated to the Supervisor who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

### **IV. PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Somers to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

To ensure a competitive rate of return, the Supervisor will seek quoted interest rates from at least three banks before placing the Town's funds with the highest bidder, and will also report if a bank passes on a quote.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

### **V. DIVERSIFICATION**

It is the policy of the Town of Somers to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

### **VI. INTERNAL CONTROLS**

It is the policy of the Town of Somers for all moneys collected by any officer or employee of the government to transfer those funds to the Supervisor within two days of or for deposit, or within the time period specified in law, whichever is shorter, with the exception of the Town Clerk's funds as specified by law.

The Supervisor is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

### **VII. DESIGNATION OF DEPOSITORIES**

The banks and trust companies are authorized for the deposit of monies up to the maximum amounts of \$45,000,000.00.

### **VIII. COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town of Somers, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value” as provided by GML Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

### **IX. SAFEKEEPING AND COLLATERALIZATION**

Eligible securities used for collateralizing deposits shall be held by a designated bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Somers or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

### **X. PERMITTED INVESTMENTS**

As authorized by General Municipal Law, Section 11, the Town of Somers authorizes the Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Somers;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;
- Certificates of Participation (COPs) issued pursuant to GML Section 109-b;
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML Sections 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Somers within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Somers within two years of the date of purchase.

#### **XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The Town of Somers shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town of Somers. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Supervisor is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

#### **XII. PURCHASE OF INVESTMENTS**

The Supervisor is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Somers by the bank or trust company. Any obligation



held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

### **XIII. REPURCHASE AGREEMENTS**

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

### **XIV. AUDIT**

At the time independent auditors conduct the annual audit of the accounts and financial affairs of the Town of Somers, the independent auditors shall audit the investments of the Town for compliance with the provisions of this investment policy.

## **APPENDIX A SCHEDULE OF ELIGIBLE SECURITIES**

- (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- (ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligations that represents the amount of the insurance or guaranty.
- (iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.

RESOLVED, that the Town Board does hereby authorize review policy for Capitalization of Property, Plant & Equipment formerly Fixed Asset Policy to comply with GASB 34 and other State and Federal Laws.

PURPOSE:

## JANUARY 11, 2018 – ORGANIZATIONAL MEETING

To establish capitalization thresholds for the Town's property, plant and equipment which are required for accounting and reporting purposes by the Governmental Accounting Standards Board Statement No. 34 (GASB 34)

### CAPITALIZATION THRESHOLDS:

#### Accountability

Property, plant and equipment with an expected useful life of one year or more (benefiting or providing services in future periods), subject to the cost threshold of \$1,000 or more, will be inventoried and recorded in the asset management system.

#### Capitalization

Capital assets are major assets that benefit more than a single fiscal year and subject to the cost threshold of \$5,000 or more. These assets will be inventoried and recorded in the financial records.

RESOLVED, that all purchases made by Departments, where practical and cost effective, be made under New York State and Westchester County and Putnam County Contracts if possible and according to the established procurement policy of the Town Board.

RESOLVED, that the Town Board does hereby establish the following Police Reimbursement Rates for the year 2018:

The Reimbursement Rate is set at 150% of the hourly rate in effect at the time of service, with a three (3) hour minimum.

The Holiday Reimbursement Rate is set at 150% of the hourly rate in effect at time of service, with a three (3) hour minimum.

RESOLVED, that the Town Board does hereby adopt the following reimbursement rates for engineering reviews and inspections, SEQR reviews and secretarial services related to SEQR for 2018:

Supervisor	\$ 94.17
Supervisor's Secretary	60.13
Town Clerk	100.04
Deputy Town Clerk	68.83
Director of Finance	106.85
Senior Bookkeeper	52.90
Senior Account Clerk Part time	46.96
Principal Engineering Technician	117.20
Engineer Senior Office Assistant	89.23
Planner	104.16
Planning Secretary Part Time	77.42
Building Inspector	116.48
Assistant Building Inspector	110.16
Building/Zoning/Senior Office Asst.	52.25

RESOLVED, that the Town Board does hereby authorize the Superintendent of Water & Sewers to request proposals for equipment rental rates from local contractors and upon receipt of the proposed rental rates adopt the highest rate as the maximum hourly rental rate and, further, that the Superintendent of Water & Sewers use the contractor with the lowest rate whenever possible, for equipment hired and personnel used for Water District improvements, repair and maintenance operations in the year 2018.

## JANUARY 11, 2018 – ORGANIZATIONAL MEETING

The Supervisor said the next was a series of items with regard to Highway.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Superintendent of Highways where practical and cost effective to purchase items under New York State and Westchester County and Putnam County Contracts if possible and according to the established Procurement Policy of the Town Board.

RESOLVED, that the Town Board does hereby authorize the Superintendent of Highways to request proposals for equipment rental rates from local contractors and upon receipt of the proposed rental rates adopt the highest rate as the maximum hourly rental rate and further that the Superintendent of Highways use the contractor with the lowest rate whenever possible, for equipment hired and personnel used for highway improvements, repair and maintenance operations and the removal of snow and ice during the year 2018.

RESOLVED, that the Town Board does hereby authorize the Superintendent of Highways to expend monies for the purchase of equipment, tools and implements (other than bid items) and hourly equipment rental, up to the value of \$10,000.00 without prior approval of the Town Board.

RESOLVED, that the Town Board does hereby approve and execute Agreement for the expenditure of Highway monies for the year 2018.

RESOLVED, that the Town Board does hereby set the following rates of pay for Highway Employees for the year 2018 as recommended by the Highway Superintendent:

Heavy Motor Equipment Operator	\$20.61 to \$35.05 per hour
Motor Equipment Operator	\$18.50 to \$33.94 per hour
Road Maintenance Foreman	\$23.00 to \$37.56 per hour
Road Maintainer	\$16.00 to \$25.04 per hour
Skilled Road Maintainer	\$18.75 to \$26.99 per hour
Seasonal Employees	\$ 9.00 to \$30.00 per hour
Sr. Auto Mechanic	\$25.90 to \$35.89 per hour

RESOLVED, that the Superintendent of Highways announced the appointment of Louis N. Noto, Jr. as Deputy Superintendent of Highways at an annual salary of \$78,359.00 to serve at the pleasure of the Superintendent of Highways pursuant to Section 32 of Town Law for a term ending December 31, 2018.

RESOLVED, that the Superintendent of Highways announced the appointment of Catherine A. DiSisto as Secretary to the Superintendent of Highways at an annual salary of \$45,000.00 to serve at the pleasure of the Superintendent pursuant to Section 32 of the Town Law for a term ending December 31, 2018.

The next section was with regard to Appointments for Town Departments and Board and Committee Chairs.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that Town Clerk Patricia Kalba does hereby announce the appointment of Linda Verderame as Deputy Town Clerk at an annual salary of \$45,000.00 to serve at the pleasure of the Town Clerk to a term January 1, 2018 to December 31, 2018.

RESOLVED, that the Town Board does hereby approve the annual salary of Patricia Kalba, Election Liaison at \$2,500.00 per annum for a term January 15, 2018 to January 14, 2019.

JANUARY 11, 2018 – ORGANIZATIONAL MEETING

RESOLVED, that the Town Board does hereby approve the annual salary of Linda Verderame as Deputy Election Liaison at \$500.00 per annum for a term January 15, 2018 to January 14, 2019.

RESOLVED, that the Town Board does hereby appoint Patricia Kalba Registrar of Vital Statistics for the term January 1, 2018 to December 31, 2018, to be compensated as revenues occur.

RESOLVED, that the Registrar of Vital Statistics does hereby announce the appointment of Linda Verderame as Deputy Registrar of Vital Statistics for the term January 1, 2018 to December 31, 2018 to serve without compensation in the absence of the Registrar.

RESOLVED, that the Supervisor announces the designation of Thomas A. Garrity, Jr. as Deputy Supervisor to serve at the pleasure of the Supervisor to a term ending December 31, 2018.

RESOLVED, that Tax Receiver Michele McKearney does hereby announce the appointment of Christine Rossiter as Deputy Tax Receiver at an annual salary of \$40,000.00 to serve at the pleasure of the Tax Receiver to a term January 1, 2018 to December 31, 2018.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby reappoint John Alfonzetti as Chairman of the Architectural Review Board at an annual salary of \$1,200.00 to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Kevin Westerman as Chairman of the Parks and Recreation Board at an annual salary of \$1,200.00 to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint R. John Currie as Chairman of the Planning Board at an annual salary of \$2,500.00 to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Victor Cannistra as Chairman of the Somers Zoning Board of Appeals at an annual salary of \$1,500.00 to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Efrem Citarella as Chief to the Bureau of Fire Prevention to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Alexander J. Vigliotti as Deputy Chief to the Bureau of Fire Prevention to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Robert R. Russell, III as Deputy Chief to the Bureau of Fire Prevention to a term ending December 31, 2018.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby reappoint Michael Barnhart as Chairman of the Open Space Committee to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Jerry Stern as Co-Chairman of the Somers Energy Environment Committee to serve at the pleasure of the Board to a term ending December 31, 2018.

JANUARY 11, 2018 – ORGANIZATIONAL MEETING

RESOLVED, that the Town Board does hereby reappoint Donald Bleasdale as Co-Chairman of the Somers Energy Environment Committee to serve at the pleasure of the Board to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Ellen Devey as Co-Chairman of the Affordable Housing Board to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Robin Melen as Co-Chairman of the Affordable Housing Board to a term ending December 31, 2018.

RESOLVED, that the Town Board does hereby reappoint Kathleen G. Cucchiarella to the Substance Abuse Council/Partners in Prevention as Chair to a term ending December 31, 2018.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Supervisor announced the reappointment of Doris Jane Smith as Town Historian at an annual salary of \$2,657.00 to a term ending December 31, 2018.

RESOLVED, that the Supervisor announced the reappointment of Kim DeLucia as Confidential Secretary to the Supervisor at an annual salary of \$60,000.00 to a term ending December 31, 2018.

RESOLVED, that pursuant to Section 29, Sub. 10A of Town Law, the Supervisor is hereby directed to submit to the Town Clerk, within 120 days after the close of the fiscal year, a copy of the report to the State Comptroller, required by Section 30 of General Municipal Law, and the Town Clerk shall cause notice of the report to be published within ten days after receipt thereof in the official newspaper.

RESOLVED, that the Town Board does hereby authorize attendance by Town Officials and employees at the annual meeting of the Association of Towns of the State of New York on February 18, 2018 – February 21, 2018, and to be reimbursed for any necessary and customary expenses in the usual manner, except for overnight stay in New York City.

The next item on the agenda was a series of items under Appointments and Contracts. The Board discussed adding Partners in Prevention and the Library to the Town Board Liaison List. It was agreed that Councilman Ciriaco would be the liaison to Partners in Prevention and Councilman Clinchy would be the Liaison to the Library.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby accept the “Consulting Services Proposal from Frederick P. Clark Associates as outlined in proposal from David H. Stolman, AICP, PP dated January 3, 2018 and authorizes the Supervisor to execute same for the calendar year 2018.

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute proposal from Roland A. Baroni, Esq. of Stephens, Baroni, Reilly & Lewis, LLP as Town Attorney for the Town of Somers per letter dated January 1, 2018 for the calendar year 2018.

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a proposal from Ernest R. Stolzer, Esq., Bond, Schoeneck & King, PLLC, dated October 31, 2017 as special labor counsel to the Town for the calendar year 2018.

JANUARY 11, 2018 – ORGANIZATIONAL MEETING

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a renewal of an Annual Contract for Ms. Syrette Dym, Town Planner at a salary of \$100,554.00 to begin January 1, 2018 through December 31, 2018.

RESOLVED, that the Town Board does hereby accept the 2018 Annual Proposal for to provide engineering support from Joseph C. Barbagallo, PE, BCEE, Principal, Woodard & Curran Engineering P.A. P.C. dated January 3, 2018 and authorizes the Supervisor to execute same.

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a proposal from J. O'Connell & Associates dated December 1, 2017 as Grant Consultants for January 1, 2018 to December 31, 2018.

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a renewal of a Financial Advisory Services Agreement from Beth Ferguson, Senior Vice President, Capital Markets Advisors, LLC., dated December 26, 2017 as Bond advisors for January 1, 2018 to December 31, 2018 with option to renew for one additional year for the 2019 fiscal year.

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the 2018 renewal of an Annual Service Agreement with RDM Computer Consultants, Inc. dated October 25, 2017 to provide IT Consulting, Network, File Service and Desktop Support for the Town of Somers Computer System.

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the 2018 renewal of an Annual Service Agreement from Paul Holman, Euro Video Productions, LLC. dated October 17, 2017 to provide Video Production Services for the Town of Somers.

RESOLVED, that the Supervisor announced the Town Board Liaisons as follows:

Building Department and Zoning Board of Appeals	Councilman Garrity & Councilman Faulkner
Budget, Audit, Finance, Taxes and Assessment	Supervisor Morrissey & Councilman Cirienco
Cable Television	Councilman Garrity
Highway	Councilman Garrity & Councilman Clinchy
Intergovernmental Affairs	Councilman Faulkner & Councilman Cirienco
Planning and Engineering	Supervisor Morrissey
Police and Fire	Councilman Cirienco & Councilman Faulkner
Parks and Recreation	Councilman Garrity & Councilman Clinchy
Energy and Environment	Councilman Clinchy
Water and Sewers	Councilman Cirienco
Emergency Preparedness	Councilman Cirienco
Landmarks and Historic Preservation	Supervisor Morrissey
Court Administration	Councilman Clinchy
Open Space Committee	Councilman Faulkner
Risk Management	Efrem Citarella, Robert Kehoe & Councilman Garrity
School Liaison	Councilman Cirienco & Councilman Clinchy
Substance Abuse Council/Partners in Prevention	Councilman Cirienco
Library	Councilman Clinchy

JANUARY 11, 2018 – ORGANIZATIONAL MEETING

RESOLVED, that the Town Board does hereby appoint Barbara Lloyd as Service Officer for the Town of Somers for the term January 1, 2018 to December 31, 2018 to serve without compensation.

The Supervisor said that the next section was with regard to Salaries and Standard Work Day.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner it was unanimously,

RESOLVED, that the Town Board does hereby adopt resolution setting salaries and longevity payments (where applicable) of Town Officials & Employees for the year commencing January 1, 2018.

RESOLVED, that the Town Board does hereby acknowledge the regulation which defines the process of reporting work activities for elected and appointed officials.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned at 7:20 PM.

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Town Clerk

## JANUARY 11, 2018 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening at 7:22 PM January 11, 2018 at the Town House, 335 Route 202, Somers, New York.

### ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

### ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor stated that this was a public hearing with regard to a proposed Local Law to add Chapter A175, entitled SEWERS, in its entirety to the Code of the Town of Somers.

The Town Clerk presented affidavit of public notice of the public hearing that appeared in the Somers Record on December 28, 2017 and posted on the Town Clerk's bulletin board the same day.

The Supervisor explained that the majority of the Town was made up of septic systems, however, over the last few years Sewer Treatment Plants had been created. He said that a number of years ago a draft was proposed to codify the Sewer Treatment Plants. He asked the Town Attorney if he had an opportunity to review the proposed legislation.

The Town Attorney said he did review the draft and it was drafted to be part of the Appendix of the Code Book. He said that the current Code had an existing Chapter 140 entitled Sewers and the proposal should follow that in the available Chapter 141. He said that more importantly this was a very technical Code with many references to the Town Engineer. The Town Attorney stated that posed a question of who would be the enforcement agent. He said currently that could be the Engineering Consulting Firm, the Principal Engineering Technician or the Superintendent of Water and Sewer. The Supervisor said that currently the Town's Principal Engineering Technician was the Code Enforcement Officer for items of that nature under the guidance of the Town's Engineering Consultant, currently Joseph Barbagallo, Woodard and Curran. The Town Attorney said that at a minimum that wording would have to be changed to reflect Engineering Consultant or their designated representative. He said that the Town's Engineering Consultant should be given the opportunity to review the technical aspects of the proposed Code. He said that some of the terms and limits might have changed over the years since the proposal was drafted.

The Supervisor declared the hearing open and asked for comments from the public.

It was agreed to leave the hearing open until the Engineering Consultant had an opportunity to review and comment on the proposed legislation.

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Clinchy, the public hearing was declared adjourned at 7:27 PM.

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Town Clerk



JANUARY 11, 2018 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening at 7:28 PM January 11, 2018 at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor that this was a public hearing with regard to a proposed Local Law to amend Chapter 154, entitled Taxation, Article IX entitled Cold War Veterans Exemption pursuant to Section 154-28 Duration of Exemption of the Code of the Town of Somers.

The Town Clerk presented affidavit of public notice of the public hearing that appeared in the Somers Record on December 28, 2017 and posted on the Town Clerk's bulletin board the same day.

The Supervisor explained that there was a technicality in the Law that required a review over ten (10) years. He said that the State was removing the term limit. The Town Attorney said that was correct and the exemption would be for as long as the surviving spouse owned the property and remained unmarried.

The Supervisor declared the hearing open and asked for comments from the public.

There being no one else to be heard on motion of Supervisor Morrissey, seconded by Councilman Clinchy, the public hearing was declared closed at 7:30 PM.

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Town Clerk

JANUARY 11, 2018 – WORK SESSION/REGULAR MEETING

Minutes of a work session/regular meeting of the Town Board of the Town of Somers held on Thursday evening at 7:22 PM January 11, 2018 at the Town House, 335 Route 202, Somers, New York immediately following the 2018 Organizational Meeting.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to open a public hearing with regard to a proposed Local Law to add Chapter A175, entitled SEWERS, in its entirety to the Code of the Town of Somers.

7:22 PM – hearing open  
7:27 PM – meeting reconvened

The Supervisor said that it was in order for the Board to open a public hearing with regard to a proposed Local Law to amend Chapter 154, entitled Taxation, Article IX entitled Cold War Veterans Exemption pursuant to Section 154-28 Duration of Exemption of the Code of the Town of Somers.

7:28 PM – hearing open  
7:30 PM – meeting reconvened

The Supervisor said that it was in order for the Board to adopt a Local Law to amend Chapter 154, entitled Taxation, Article IX entitled Cold War Veterans Exemption pursuant to Section 154-28 Duration of Exemption of the Code of the Town of Somers.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby adopt a Local Law to amend Chapter 154, entitled Taxation, Article IX entitled Cold War Veterans Exemption pursuant to Section 154-28 Duration of Exemption of the Code of the Town of Somers as follows:

A Local Law amending Chapter 154 of the Code of the Town of Somers by amending Article IX, Section 154-28 entitled Duration of Exemption as authorized by Section 458-b of the Real Property Tax Law.

1. Section 154-28 is hereby amended to read:

The exemption provided by Subsection A of Chapter 154-27 of this Article shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to the ten year limitation and shall be in accordance with the provisions of the Real Property Tax Law as amended by Chapter 290 of the Laws of 2017.

2. This Local Law shall take effect upon filing of same with the Secretary of State of the State of New York.

PUBLIC COMMENT:

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Clinchy, public comment session was declared closed.

Monthly  
Reports

The Town Clerk presented monthly reports from the Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks and Recreation, Planning and Engineering, Tax Receiver and Director of Finance.

Crossroads  
at Baldwin  
Place  
Presentation

The first item on the agenda was a presentation by Ms. Rose Noonan, Executive Director of Housing Action Council with regard to Crossroads at Baldwin Place. Ms. Noonan explained that the Housing Action Council was a not-for-profit organization that was based in Tarrytown and they were the Marketing Consultants for Crossroads at Baldwin Place Fair and Affordable Housing Development.

Ms. Noonan explained that there were two components of the development. She stated that the first was the Senior Housing component where at least one resident was 55 years or older. She said that there were 52 units and most of them were one-bedroom units. She pointed out that the rent ranges for the one and two-bedroom units and how the rent was determined. Ms. Noonan stated that the units were nicely sized and fully equipped with appliances and a Community Room with a common laundry. She said that another component was the Non-Senior Housing and that was required to be marketed separately and pointed out the rent requirements for those units. She said that there were also 2 Market Rate Units in the development. Ms. Noonan said that they had been marketing the units since November and they were required to follow Westchester County’s Affirmative and Fair Marketing Requirements. She said that they have had a lot of interest from both Seniors and Non-Seniors, the application deadline was February 8<sup>th</sup> and there was an Information Session scheduled for January 23<sup>rd</sup> at 6:30 PM in the Community Room at the Mews I. She urged anyone with questions or that needed assistance filling out the application to contact the Housing Action Council. The Supervisor thanked Ms. Noonan for all that she and the Housing Action Council did for the Town and the residents.

NYSEG  
Update

The Supervisor said the next item on the agenda was an update with regard to NYSEG. He said that there had been an inordinate amount of power outages in the Town of Somers. He said that Christmas Day there were 1,700 plus residences without power in Somers. The Supervisor said that the outage was due to a breaker fire at the Croton Falls Substation, which was equipment related and unacceptable. He said that the Town of North Salem had been experiencing a lot of the same issues due to equipment failure. He said that the Supervisor of North Salem and he sent a formal complaint to the Public Service Commission with copies to Congressman Maloney, Senator Murphy, Assemblyman Byrne, Assemblyman Buchwald and Legislator Kaplowitz. The Supervisor said that the letter was on the Town website for anyone to review. He pointed out the challenges that were faced, especially in Heritage Hills when there was no power and why they asked the Public Service Commission to intervene. The Supervisor said that they were meeting with the President and CEO of NYSEG on January 24<sup>th</sup> and they want to know what the plan was to improve their service to the Towns.

The next item was with regard to the termination of probationary period for Frank Rende, Road Maintainer, Highway Department.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Termination of  
probationary  
period F. Rende

RESOLVED, that the Town Board does hereby acknowledge the termination of Probationary Statue and appoint permanent Frank Rende, Road Maintainer at an hourly

JANUARY 11, 2018 – WORK SESSION/REGULAR MEETING

rate of \$24.6082 effective November 14, 2017 per memo dated November 9, 2017 from Thomas E. Chiaverini, Superintendent of Highways.

PERSONNEL:

Current Vacancies:

Affordable Housing Board (2 – 2 year terms ending July 11, 2019)  
Partners in Prevention (3 – 3 year terms ending December 31, 2019)  
Partners in Prevention (4 – 3 year terms ending December 31, 2020)  
Planning Board (1 – 7 year term ending December 31, 2024)  
Zoning Board (2 – 5 year terms ending December 31, 2022)

Upcoming Vacancies:

Architectural Review Board (1 – 3 year term ending March 31, 2018)  
Parks and Recreation Board (3 – 3 year terms ending March 9, 2018)

The Supervisor said that it was in order to reappoint Ms. Nancy J. Gerbino as member to the Somers Planning Board.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

Reappoint  
N. Gerbino  
PB

RESOLVED, that the Town Board does hereby authorize the reappointment of Nancy J. Gerbino as member of the Somers Planning Board to a term ending December 31, 2024.

The Supervisor said that it was in order for the Board to acknowledge resignation of Mr. Robert Scorrano as a member of the Somers Zoning Board of Appeals.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Resignation  
R. Scorrano  
ZBA

RESOLVED, that the Town Board does hereby acknowledge the resignation of Robert Scorrano as a member of the Somers Zoning Board of Appeals, effective January 2, 2018

The Supervisor said that it was in order for the Board to appoint Ms. Melissa D'Ippolito member of the Zoning Board of Appeals.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Appoint M.  
D'Ippolito  
ZBA

RESOLVED, that the Town Board does hereby appoint Melissa D'Ippolito to the Zoning Board of Appeals to a five (5) term ending December 31, 2022

The Supervisor said that item number 6 under personnel was being removed from the agenda at that time.

The Supervisor said that it was in order for the Board to hire Ms. Carolyn Brush provisionally as a Full Time Senior Bookkeeper in the Finance Department.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Hire C. Brush  
Sr. Bookkeeper  
Finance

RESOLVED, that the Town Board does hereby authorize the provisional hiring of Carolyn Brush as Senior Bookkeeper in the Finance Office effective January 16, 2018 at an annual salary of \$54,295.00 per memo dated December 21, 2017 from Robert Kehoe, Director of Finance.

Consensus  
Agenda

The Supervisor said that the next item was the consensus agenda. He said that it was in order for the Board to add a number 8 with regard to authorizing the Supervisor to execute a change order in the amount of \$1,850.00 with SCA Tax Program. He explained that would allow for the Tax Receiver to process the partial tax payments of the Town Tax that was collected before the year end.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Return  
Erosion  
Control  
Bond

1. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memo dated December 18, 2017 from Steven Woelfle, Principal Engineering Technician:

\$500.00 Gibbons/Mastrantoni Tree Preservation/Stormwater Management and Erosion and Sediment Control Permit #ATSMESC2016-19 – 6.19-1-35

Fee  
Schedule  
P&R

- 2a. RESOLVED, that the Town Board does hereby authorize the Fee Schedule for 2018 Programs and Services per memo dated December 20, 2017 from Steven Ralston, Superintendent of Parks and Recreation.

Day Camp Trips  
Pre-Pay  
Vouchers P&R

- 2b. RESOLVED, that the Town Board does hereby authorize the inclusion of Day Camp Trips as Pre-Pay Vouchers per memo dated December 20, 2017 from Steven Ralston, Superintendent of Parks and Recreation.

Execute NE  
Westchester  
Special Rec  
Agreement

- 2c. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the North East Westchester Special Recreation Interagency Agreement for the 2018 Program year per memo dated December 20, 2017 from Steven Ralston, Superintendent of Parks and Recreation.

Reis Park  
Portable  
Water  
Project

- 2d. RESOLVED, that the Town Board does hereby authorize the increase of the Reis Park Portable Water Projects Budget from \$30,000.00 to \$45,000.00 per memo dated December 20, 2017 from Steven Ralston, Superintendent of Parks and Recreation.

Hazard  
Mitigation  
Plan Update

3. **A RESOLUTION OF THE TOWN BOARD OF THE  
TOWN OF SOMERS  
AUTHORIZING THE ADOPTION OF THE  
2015 WESTCHESTER COUNTY, NY  
HAZARD MITIGATION PLAN UPDATE**

**WHEREAS**, all jurisdictions within Westchester County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy; and

**WHEREAS**; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

**WHEREAS**; a coalition of Westchester County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Westchester County; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Somers:

- 1) Adopts in its entirety, the 2015 Westchester County Hazard Mitigation Plan (the “Plan”) as the jurisdiction’s Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

Water Main  
Extension Bid

- 4. RESOLVED, that the Town Board does hereby authorize the solicitation of bids for the Water Main Extension from Windsor Farms to Mahopac Avenue in relation to Hidden Meadows and Somers Realty projects per request from Joseph Barbagallo, Woodard & Curran, Consultant Engineers.

Attendance  
Bonus  
Highway

- 5. RESOLVED, that the Town Board does hereby authorize the Attendance Bonus, per Collective Bargaining Agreement (CBA) with the Teamsters and memo dated December 29, 2017 from Thomas E. Chiaverini, Superintendent of Highways as follows:

Edward Gall	\$700.00
Dennis Coffey	\$200.00
Matthew Pfaffenback	\$200.00

Execute 2018-  
2019 NYS  
Archives Grant  
Application

- 6. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the 2018-2019 New York State Archives Grant Application per memo dated January 5, 2018 from Patricia Kalba, Town Clerk.

Grant Refuse  
& Recycling  
License

- 7. RESOLVED, that the Town Board does hereby grant refuse and recycling license for 2018 to City Carting, Inc., PO Box 17250, Stamford, CT 06907 to collect refuse in the Town of Somers, pursuant to Local Law No. 2-2017, which amended Local Law No. 1-2007, which amended Local Law No. 6-1993, which amended Local Law No. 1-1989, which amended Local Law No. 3-1986 regulating the collection of residential refuse within the said Town of Somers, Chapter 109 of the CODE of the Town of Somers, for a period ending December 31, 2017 and as a condition of the License each Carter must provide recycling services for the residents of the Town of Somers and further that the Town Board does hereby encourage and recommend that the Licensed Carter issue a coupon, during the year for a free three cubic yard bulk pick-up to their customers.

RESOLVED, that the Town Board does hereby grant refuse and recycling license for 2018 to County Waste Management, Inc., P.O. Box 548, Harrison, New York 10528 to collect refuse in the Town of Somers, pursuant to Local Law No. 2-2017, which amended Local Law No. 1-2007,

which amended Local Law No. 6-1993, which amended Local Law No. 1-1989, which amended Local Law No. 3-1986 regulating the collection of residential refuse within the said Town of Somers, Chapter 109 of the CODE of the Town of Somers, for a period ending December 31, 2017 and as a condition of the License each Carter must provide recycling services for the residents of the Town of Somers and further that the Town Board does hereby encourage and recommend that the Licensed Carter issue a coupon, during the year for a free three cubic yard bulk pick-up to their customers.

RESOLVED, that the Town Board does hereby grant refuse and recycling license for 2018 to CRP Sanitation, Inc., 2 Bayview Road, Cortlandt Manor, New York 10567 to collect refuse in the Town of Somers, pursuant to Local Law No. 2-2017, which amended Local Law No. 1-2007, which amended Local Law No. 6-1993, which amended Local Law No. 1-1989, which amended Local Law No. 3-1986 regulating the collection of residential refuse within the said Town of Somers, Chapter 109 of the CODE of the Town of Somers, for a period ending December 31, 2017 and as a condition of the License each Carter must provide recycling services for the residents of the Town of Somers and further that the Town Board does hereby encourage and recommend that the Licensed Carter issue a coupon, during the year for a free three cubic yard bulk pick-up to their customers.

RESOLVED, that the Town Board does hereby grant refuse and recycling license for 2018 to Winter Bros Hauling of CT, Inc., 307 White Street, Danbury, CT 06810 to collect refuse in the Town of Somers, pursuant to Local Law No. 2-2017, which amended Local Law No. 1-2007, which amended Local Law No. 6-1993, which amended Local Law No. 1-1989, which amended Local Law No. 3-1986 regulating the collection of residential refuse within the said Town of Somers, Chapter 109 of the CODE of the Town of Somers, for a period ending December 31, 2017 and as a condition of the License each Carter must provide recycling services for the residents of the Town of Somers and further that the Town Board does hereby encourage and recommend that the Licensed Carter issue a coupon, during the year for a free three cubic yard bulk pick-up to their customers.

Execute SCA  
Tax Receiver  
Office

8. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Municipality Custom Change Request Proposal dated December 26, 2017 prepared by Software Consulting Associates (SCA) in an amount totaling \$1,850.00 for the setup of 2017 as 2018 Collection in the Tax Receivers Office.

Councilman Garrity said that he wanted to thank Drini's Taverna, Granite Springs for donating lunch to the Town House staff over the holiday season.

The Supervisor said that recently there was a Blood Drive at the Town House and there were 53 Donors. He wanted to thank all of those who donated.

Claims for the payment of all Town Bills in the amount of \$517,071.74 were presented and allowed for payment as shown on the Abstract of Audited Claims on file in the office of the Town Clerk.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the meeting was adjourned at 8:15 PM

Sent to:  
TB, TA, TC 2/6/18  
KD  
Kim DeLucia

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**From:** Denise Schirmer  
**Sent:** Wednesday, January 24, 2018 4:10 PM  
**To:** Kim DeLucia  
**Subject:** February 8 Town Board Agenda Item - Somers Energy Environment Committee - Grant for LED Streetlight Replacement

Hi Kim,

The Somers Energy Environment Committee is working with Syrette and the Grants R Us folks to apply for a grant for LED Streetlight Replacement as part of the NYSERDA Clean Energies Communities 2018 GRANT Program, but first must discuss the options available with the Town Board.

I have been asked to ask you if you can you please have this item placed on the February 8<sup>th</sup> Town Board meeting agenda.

Thank you.

Denise



Sent to: TB, TA, TC 2/6/18  
Kim DeLucia KD  
Sent to: TA, Tom Garvin  
1/26/18 KD

**Sent:** Denise Schirmer  
**To:** Tuesday, December 19, 2017 2:28 PM  
**From:** Kim DeLucia  
**Cc:** Jerry Stern; Don Bleasdale  
**Subject:** January 11th Town Board Agenda  
**Attachments:** Town of Somers Solar Layout Options.pptx

Hi Kim,

On behalf of the Somers Energy Environment Committee, I was asked to have this placed on the January 11<sup>th</sup> Town Board agenda.

Thank you.

Denise

**From:** sodessky@energyinthebank.com [mailto:sodessky@energyinthebank.com]  
**Sent:** Tuesday, December 19, 2017 12:26 PM  
**To:** 'Jerry'; Denise Schirmer <dschirmer@somersny.com>; 'Chris Zaberto'  
**Cc:** alexortiz@energyinthebank.com; hortiz@energyinthebank.com; caustin@energyinthebank.com  
**Subject:** RE: Town Property along Route 139 for Possible Solar Array Ground Mount

Hi Jerry,

I'm attaching a power point which contains all the proposed solar layouts. We indicated on each layout how many kW it would generate so that the Board can choose a combination of sites that total up to the needed 200 kW.

Our CEO Herb Ortiz, VP and General Counsel Charles Austin, and I would be available to attend the Town Board meeting in mid-January (looks like the next one is January 11<sup>th</sup>) to answer any questions, if you think that would be helpful. Thanks for your patience and help in moving this project forward.

Hope you and everyone at the Town of Somers enjoys a wonderful holiday season!

Susan

**From:** Jerry  
**Sent:** Wednesday, December 13, 2017 7:12 PM  
**To:** [sodessky@energyinthebank.com](mailto:sodessky@energyinthebank.com); [dschirmer@somersny.com](mailto:dschirmer@somersny.com); 'Chris Zaberto'  
**Cc:** [alexortiz@energyinthebank.com](mailto:alexortiz@energyinthebank.com); [hortiz@energyinthebank.com](mailto:hortiz@energyinthebank.com); [caustin@energyinthebank.com](mailto:caustin@energyinthebank.com)  
**Subject:** RE: Town Property along Route 139 for Possible Solar Array Ground Mount

Hi Sarah,

At this point, the next Town Board meeting will be mid January. I suggest you put **everything** on the table including that large field behind the Library in your earlier email that Denise initially rejected. It would be best if you broke down each potential site as an energy component (% of 200kW goal) and then we can present all sites to the Board and let them decide what they are willing to approve to reach the final goal.

Best  
Jerry

**From:** [sodessky@energyinthebank.com](mailto:sodessky@energyinthebank.com) [mailto:[sodessky@energyinthebank.com](mailto:sodessky@energyinthebank.com)]  
**Sent:** Wednesday, December 13, 2017 4:25 PM  
**To:** [dschirmer@somersny.com](mailto:dschirmer@somersny.com); 'Chris Zaberto'  
**Cc:** [alexortiz@energyinthebank.com](mailto:alexortiz@energyinthebank.com); [hortiz@energyinthebank.com](mailto:hortiz@energyinthebank.com); [caustin@energyinthebank.com](mailto:caustin@energyinthebank.com)  
**Subject:** Town Property along Route 139 for Possible Solar Array Ground Mount

Hi Jerry, Chris and Denise,

Hope you are all well and ready for the holidays. As mentioned to Denise today, after designing solar arrays on the locations you provided, we still needed to find an additional location to make up a total system size of 200 kw, which would offset 90% of the Town's electric usage. When I asked Denise about any other possible sites, she suggested that we might be able to use some land within the 15 acres that is exclusively owned by the Town at Angle Fly Preserve.

Alex Ortiz, our Director of Development, was able to figure out the dimensions on the attached map for a ground mount solar array on 2.15 acres within the 15 acres owned by the Town. See the attached map. He was able to fit enough solar panels on that site to comprise the 200 kw system with the ground mount alone. See the attached diagram of solar panels.

If we are able to use that site, we would not need to put any solar panels on buildings or over parking spaces. However, we would need to take down some trees within the 2.15 acre area.

Please let us know whom we need to speak with to discuss whether the ground mount is a viable option moving forward, and, if so, whether the location we have identified is feasible or whether another location within the 15 acres is preferable.

I know this is such a hectic time of year. We appreciate you getting back to us when you are able.

Thanks and happy holidays if we don't speak before the New Year.

Susan

Susan Odessky  
Development Specialist  
Energy In The Bank  
O: (570) 223-5001  
C: (570) 977-9170  
F: (570) 223-5003



## Solar Layout Proposals for:

“We are like tenant farmers chopping down the fence around our house for fuel when we should be using Nature's inexhaustible sources of energy — sun, wind and tide. ... I'd put my money on the sun and solar energy. What a source of power! I hope we don't have to wait until oil and coal run out before we tackle that”

- Thomas Edison (1931)



# DESIGN FOR TOWN OF SOMERS



# Highway Garage / Salt Shed

## 82.3 kW out of 200kW Max System Size





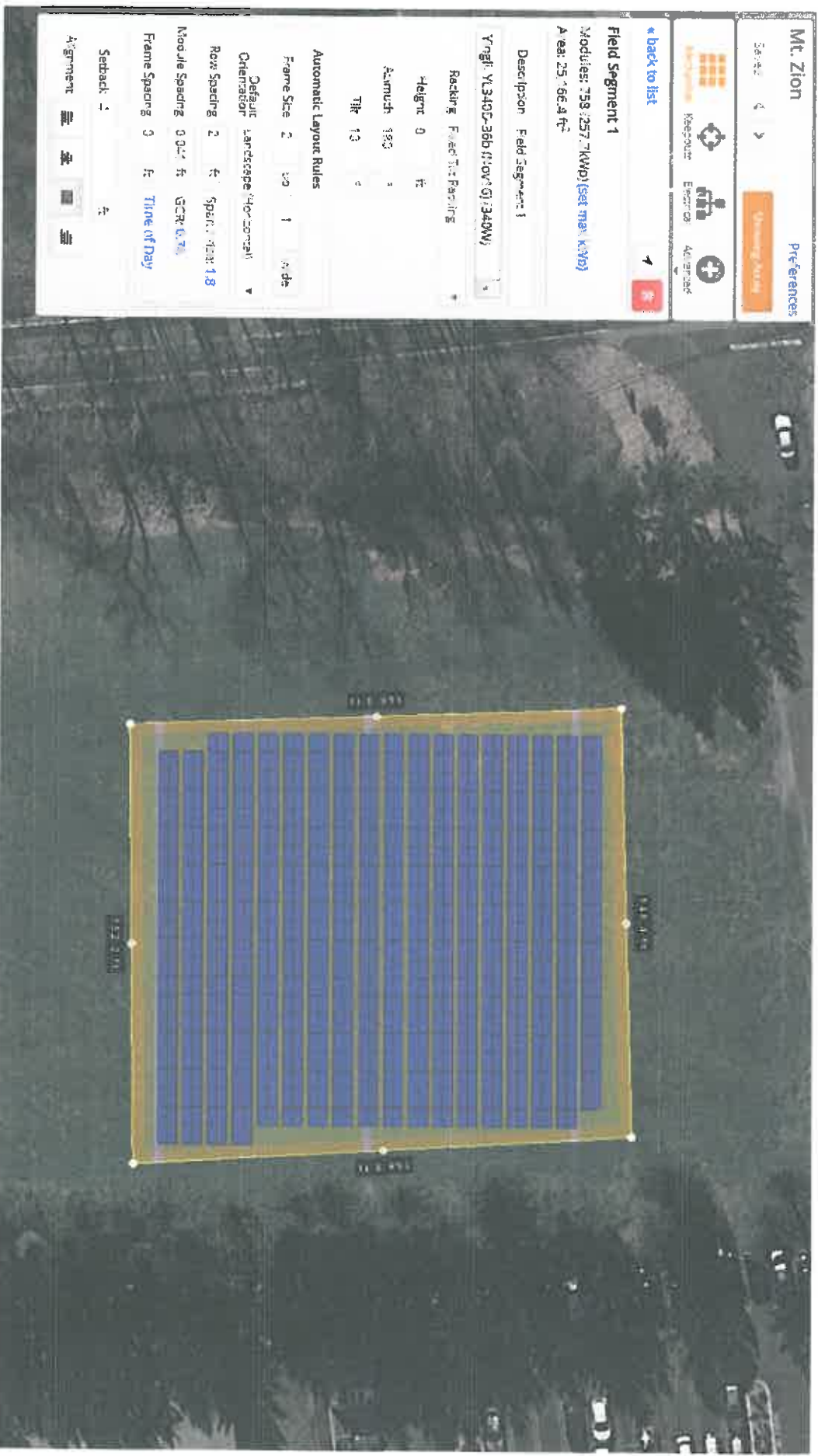
# Reis Park (Behind Library)

## 195.2 kW out of 200kW



# Mt. Zion Property

## 200kW out of 200kW



# Library / Rec Center

## 28.9kW out of 200kW





# Van Tassell Barn

## 74.5 kW out of 200kW



# Police Station

## 92.1kW out of 200kW



\*Carports can increase PPA Rate due to the cost of custom steel

# Angle Fly Preserve 200kW out of 200kW



# ELECTRICAL SAVINGS OVER 20 YEARS

Year	Current Utility Rate *	New Solar Rate**	Solar Power (kWh)	12 Month Utility Costs	12 Month Solar Costs	Annual Savings	Total Savings	Percent Saved
2018	\$0.140	\$0.085	240,000	\$33,600.00	\$20,400.00	\$13,200.00	\$13,200.00	39.29%
2019	\$0.146	\$0.088	238,800	\$34,769.28	\$20,906.94	\$13,862.34	\$27,062.34	39.87%
2020	\$0.151	\$0.090	237,606	\$35,979.25	\$21,426.48	\$14,552.77	\$41,615.11	40.45%
2021	\$0.157	\$0.093	236,418	\$37,231.33	\$21,958.93	\$15,272.40	\$56,887.52	41.02%
2022	\$0.164	\$0.096	235,236	\$38,526.98	\$22,504.60	\$16,022.37	\$72,909.89	41.59%
2023	\$0.170	\$0.099	234,060	\$39,867.72	\$23,063.84	\$16,803.87	\$89,713.77	42.15%
2024	\$0.177	\$0.101	232,889	\$41,255.11	\$23,636.98	\$17,618.13	\$107,331.90	42.71%
2025	\$0.184	\$0.105	231,725	\$42,690.79	\$24,224.36	\$18,466.43	\$125,798.33	43.26%
2026	\$0.192	\$0.108	230,566	\$44,176.43	\$24,826.33	\$19,350.10	\$145,148.43	43.80%
2027	\$0.199	\$0.111	229,413	\$45,713.77	\$25,443.27	\$20,270.50	\$165,418.93	44.34%
2028	\$0.207	\$0.114	228,266	\$47,304.61	\$26,075.53	\$21,229.08	\$186,648.01	44.88%
2029	\$0.216	\$0.118	227,125	\$48,950.81	\$26,723.51	\$22,227.30	\$208,875.31	45.41%
2030	\$0.224	\$0.121	225,989	\$50,654.30	\$27,387.59	\$23,266.71	\$232,142.02	45.93%
2031	\$0.233	\$0.125	224,860	\$52,417.07	\$28,068.17	\$24,348.90	\$256,490.91	46.45%
2032	\$0.242	\$0.129	223,735	\$54,241.18	\$28,765.67	\$25,475.52	\$281,966.43	46.97%
2033	\$0.252	\$0.132	222,617	\$56,128.78	\$29,480.49	\$26,648.28	\$308,614.71	47.48%
2034	\$0.262	\$0.136	221,503	\$58,082.06	\$30,213.08	\$27,868.97	\$336,483.69	47.98%
2035	\$0.273	\$0.140	220,396	\$60,103.31	\$30,963.88	\$29,139.43	\$365,623.12	48.48%
2036	\$0.284	\$0.145	219,294	\$62,194.91	\$31,733.33	\$30,461.58	\$396,084.70	48.98%
2037	\$0.295	\$0.149	218,198	\$64,359.29	\$32,521.90	\$31,837.39	\$427,922.09	49.47%
Totals			4,578,696.95	\$948,246.99	\$520,324.90	\$427,922.09		

20 Yr Savings: **\$427,922.09**      **45.13%**

\* Utility rate is based on Annual Inflation rate of 4.00%

\*\* Solar rate is based on Annual Increase of 3.00%

Note you will not reach your current electric rate of \$0.14 until 2035 with a 20 year PPA.



## In Conclusion - Let's go Solar!

- Put you onto the path of sustainability
- Reduce annual energy costs over 20 years by \$427 thousand.
- Hedge against any future energy price increases
- Enhance your image in the public eye
- Provide skill training and job creation
- Provide capital expenses for additional needs when applicable

### CONTACT:

Office : 570-223-5001 Fax: 877-434-2912

[www.energyinthebank.com](http://www.energyinthebank.com)

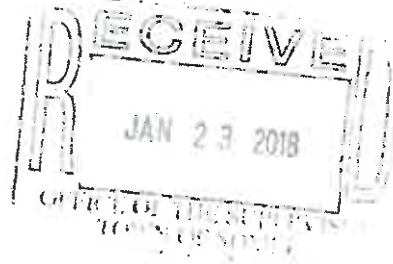


R/f Sent to:  
TB, TA, TC 2/6/18 KD



Department of  
Public Service

Three Empire State Plaza, Albany, NY 12223-1350  
www.dps.ny.gov



Public Service Commission  
John B. Rhodes  
Chair and  
Chief Executive Officer

Gregg C. Sayre  
Diane X. Burman  
James S. Alesi  
Commissioners

Thomas Congdon  
Deputy Chair and  
Executive Deputy

Paul Agresta  
General Counsel

Kathleen H. Burgess  
Secretary

January 16, 2018

Supervisor Richard Morrissey  
Somers Town Hall  
335 Route 202  
Somers, New York 10589

Supervisor Warren Lucas  
Town of North Salem  
266 Titicus Road  
North Salem, New York 10560

Dear Supervisor Morrissey and Supervisor Lucas,

At the request of John B. Rhodes, Chair of the New York Public Service Commission (Commission), I have been asked to respond to your correspondence dated January 3, 2018, regarding a complaint on behalf of the Towns of Somers and North Salem, New York (the Towns). The Towns express concern about the number of outages on New York State Electric & Gas (NYSEG) electric facilities that provide service to the Towns and NYSEG's failure to communicate accurate restoration times during those outages. Of specific concern are Croton Falls 514 and 515 and the Golden Bridge 420 Circuits, which the Towns believe need to be evaluated and overhauled.

The Department has commenced an investigation into your concerns and has opened Matter No. 18-00103 – Matter of an Investigation in Response to a Public Service Law Section 71 Complaint from the Towns of Somers and North Salem, New York, to investigate the frequency and duration of NYSEG outages in the Towns as well as NYSEG's maintenance and replacement plans for the affected electric facilities. If you would like to be placed on the Service List for this Matter Number, information and instructions related to subscribing to the

service list, or otherwise monitoring the status of this proceeding, can be found on the Department of Public Service (Department) website at <http://documents.dps.ny.gov/public/MatterManagement/Request/APStatus.aspx>.

Finally, Department staff will contact you soon to discuss your concerns. At that time, the Department will explain our investigation process and answer any questions you may have.

Should you have any immediate questions, you may contact me by phone at 518-486-2498 or by email at [michael.worden@dps.ny.gov](mailto:michael.worden@dps.ny.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Worden", written in a cursive style.

Michael Worden  
Director  
Office of Electric, Gas and Water

cc: Congressman Sean Maloney  
Senator Terrance Murphy  
Assemblyman Kevin Byrne  
Assemblyman David Buchwald  
County Legislator Michael Kaplowitz  
Somers Town Board

#6975

Sent to:  
TB, TA, TC 2/8/18 KD

**Kim DeLucia**

---

**From:** Syrette Dym  
**Sent:** Thursday, February 8, 2018 10:29 AM  
**To:** Kim DeLucia; Rick Morrissey; Roland Baroni (rbaroni@prodigy.net); Patricia Kalba  
**Cc:** 'deveys7@gmail.com'; 'rmelen@hotmail.com'  
**Subject:** Changes to Affordable Housing Ordinance Regarding Preference and Housing Board Role  
**Attachments:** Proposed Amendments Regarding Affordable Housing Legislation in Town Code 02-08-18.pdf; Section 170-60.2-2-redline accepted2.pdf; Section 3.pdf; LEAD AGENCY2.pdf; seafpartone.pdf; EAF Part 1 - Narrative Description.pdf; Negative Declaration.pdf

Kim – Attached is the required paperwork for the Town Board meeting tonight relative to modifications to the Affordable Housing Ordinance to remove housing preferences and to the Affordable Housing Board Law relative to role of the Board. Please distribute to Town Board members for their review prior to the meeting tonight. Thank you.

Syrette Dym, AICP  
Director of Planning  
Town of Somers  
335 Route 202  
Somers, NY 10589

914-277-5366 (phone)  
914-277-4093 (fax)  
[sdym@somersny.com](mailto:sdym@somersny.com)  
[www.somersny.com](http://www.somersny.com)



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.com](http://www.somersny.com)

Steven Woelfle  
Principal Engineering Technician  
[swoelfle@somersny.com](mailto:swoelfle@somersny.com)



Syrette Dym, AICP  
Director of Planning  
[sdym@somersny.com](mailto:sdym@somersny.com)

**MEMORANDUM**

**TO:** Town Board  
**FROM:** Syrette Dym, Director of Planning  
**DATE:** February 8, 2018  
**RE:** Preferences in Affordable Housing Ordinance

**Housing Preference**

Knowledge of lawsuits in Bedford and elsewhere regarding the resident preference provisions in their affordable housing ordinances has been brought to the attention of the Town. This has raised questions and concerns regarding similar sections in the Somers Town Code.

In response to these questions raised regarding Somers' Zoning Ordinance Section 170-60.2 Affordable housing preference regarding legality of provisions for housing preference, I had a conversation on Tuesday, December 19, 2017 with Norma Drummond. Section A. of that ordinance indicates: "Preference to purchase or rent affordable housing shall be given, except in those instances whereby funding sources or levels do not permit preferential treatment, to those households where a member of the household to occupy a unit of affordable housing is.....". What follows is a list of 10 categories (in no particular order it states) of persons, the first six of which must have a Somers connection and the last four, those with military service or one of a variety of disabilities.

It was Norma's position that stating such preferences in a Zoning Ordinance opened up a community to potential litigation. His position was confirmed in a subsequent e-mail from Norma of January 30, 2018 where she stated that guidance received by the County from HUD is that preference with any residency should be eliminated for ordinances.

In Somers' case, Article XIA Affordable Housing includes the following sections:

- 170-60.1 Purpose
- 170-60.2 Affordable housing preference
- 170-6.3 Distribution
- 170-60.4 Occupancy standards
- 170-60.5 Resale of affordable dwelling units
- 170-60.6 Affordable rental dwelling units
- 170-60.7 Time Limit on affordable dwelling units

Of all the above sections, the only problematic one is Section 170-60.2 stating preference for renting or buying of units.

Therefore, based on the above considerations, I have prepared legislation and accompanying environmental forms that, when adopted, would result in the elimination of Section 170-60.2 Affordable housing preference from the Somers Zoning Ordinance.

### **Monitoring of Long-term Affordability**

Separately, Norma asked about the procedures the Town has in place to monitor the long-term affordability of the units under Town jurisdiction. Section 170-67.7 states that all Town affordable units shall be affordable in perpetuity. However, that does not address who holds the responsibility to monitor affordable unit turnover and insure their continued affordability and rental or sale to eligible households. The Affordable Housing Board is the likely entity to undertake this role but currently, Chapter 3 of the Town Code Affordable Housing Board Section 3.3 does not grant the Board such powers.

Their current powers and duties stated in the ordinance are the following:

- A. To define, refine and provide oversight in the development and implementation of proposals for the Somers Affordable Housing Code utilizing the Affordable Housing Report as a guide.
- B. To confer with banks and lending institutions for the purpose of identifying proposals to encourage affordable housing and to encourage such banks and lending institutions to identify and implement methods of reducing down payments, closing costs and mortgage rates.
- C. To advise and consult with public officials and boards for the purpose of advancing affordable housing concerns.
- D. To provide for public dissemination of information on affordable housing issues.
- E. To periodically report to the Town Board on progress relating to affordable housing.

To empower them to undertake such activities, an amendment to Section 3-3 Powers and Duties of the Affordable Housing Board, is required. The proposed amendment reads as follows:

**F.** *To participate in the review of applications for housing units approved as Town of Somers Affordable units in accordance with the requirements of Article XIA Affordable Housing Sections 170-60.1.170-60.2 as amended and 170-60.3 through 170-60.7 of the Code of the Town of Somers.*

**G.** *To monitor turnover and ensure long term affordability of housing units approved as Town of Somers Affordable units in accordance with the requirements of Article XIA Affordable Housing Sections 170-60.5 Resale of affordable dwelling units and 170-60.6 Affordable rental dwelling units of the Code of the Town of Somers*

This amendment seeks to broaden the powers of the Board to permit them to participate in review of applications for Town approved affordable units in accordance with Sections 170-60.1, 170-60.2 as amended and 170-60.3 through 170-60.7 of the Code of the Town of Somers. In addition, the amendment will permit the Board to monitor turnover and ensure long term affordability of housing units approved by the town either as rental units as per Section 170-60.6 or for sale affordable dwelling units as per Section 170-60.5 of the Town Code.

### **Next Steps**

This item has been placed on the Town Board Agenda for its meeting of February 8, 2018. Should the Town Board determine to move forward with the proposed amendments, it will set a date for a public hearing for its March 8, 2018 meeting at which time it can take action under SEQRA and make a decision to adopt the proposed amendments.

CC: Roland Baroni  
Ellen Devey  
Robin Melen

Z:\PE\General files\Affordable Housing\Housing Preferences in Zoning\Proposed Amendments Regarding Affordable Housing Legislation in Town Code 02-08-18.docx

TOWN OF SOMERS

Local Law No. \_\_\_\_\_ For the Year 2018

A Local Law to amend the Code of the Town of Somers Chapter 170 entitled Zoning:

Be It Enacted by the Town Board of the Town of Somers as follows:

**Article XIA. Affordable Housing** is hereby amended as follows:

**Section 170-60.1 Purpose**

The need to create housing that is affordable to families and individuals with low/moderate incomes has been recognized by the Town of Somers. The Town is committed to implementing the means to encourage the development of such housing. The purpose of this article is to increase the range of housing opportunities throughout the Town.

***Eliminate Section 170-60.2 Affordable Housing Preference***

***As a condition of locating affordable dwelling units throughout the Town, initial and continued eligibility priority shall be established among all income-eligible households whereby:***

***A.***

***Preference to purchase or rent affordable housing shall be given, except in those instances whereby funding sources or levels do not permit preferential treatment, to those households where a member of the household to occupy a unit of affordable housing is (the following list is not intended to be in preferential order):***

***(1)***

***A current Somers Town resident, whereby "resident" is defined as someone residing or dwelling in Somers.***

***(2)***

***A Somers municipal employee (full-time, minimum 24 months).***

***(3)***

***A Somers volunteer fireman.***

***(4)***

***A Somers policeman (part-time).***

***(5)***

***A Somers Central School District employee (full-time, minimum 24 months).***

***(6)***

*A former resident of Somers (must have been a resident previously for a minimum of 10 years).*

**(7)**

*An individual, who, as of the date of the application, has accrued at least one year of active military service. If the individual has been discharged from military service, it must be with an honorable discharge.*

**(8)**

*An individual receiving disability benefits from the Social Security Administration.*

**(9)**

*Someone who is determined to be legally blind through certification by an ophthalmologist.*

**(10)**

*An individual that is hearing impaired as certified by a practicing physician.*

**B.**

*If an applicant falls within more than one preferential category as listed above, there will be no additional preferential status assigned to that applicant.*

**C.**

*If there is more than one applicant that falls within the preference categories as listed above, the applicant with the earliest date and time of receipt of application, as filed in the office of the Somers Town Clerk, will be given preference.*

**Section 170-60.3 Distribution (Becomes Section 170-60.2)**

Affordable dwelling units shall be physically integrated into the design of each development in a manner satisfactory to the Planning Board and shall be distributed among efficiency, one-, two-, three- or four-bedroom units in the same proportion as all other units in the development, unless a different proportion is approved by the Planning Board as being better related to the housing needs, current or projected, of the Town of Somers.

**Section 170-60.4 Occupancy standards (Becomes Section 170-60.3)**

The following occupancy limitations shall apply to affordable dwelling units:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
Efficiency	1	1
1	1	2
2	2	4
3	3	6
4	4	8

#### **Section 170-60.5 Resale of affordable dwelling units (Becomes Section 170-60.4)**

"For sale" affordable dwelling units shall not be resold for more than the amount that, at the then-prevailing interest rates, will result in the unit cost meeting the affordability standards as set forth annually for Westchester County by the Department of Housing and Urban Development (HUD). For homeownership developments, affordability is based on the projected mortgage for which a family with a maximum income at 80% AMI can qualify, plus housing costs. Housing costs to be included in the calculation for the sales price include the expected principal and interest on the mortgage loan, property taxes, homeowners insurance (PITI) and any common charges, homeowners' association fees and/or maintenance fees. For purposes of determining affordability, payment of principal and interest shall be calculated on the basis of 95% of the sale price. All resales shall be to buyers qualified by the homeowners' association, condominium or cooperative board, as applicable, and certified as qualified to the Town Board or its designee.

#### **Section 170-60.6 Affordable rental dwelling units (Becomes Section 170-60.5)**

The maximum permissible rent for affordable rental dwelling units shall be as follows:

Size of Dwelling Unit	Maximum Permitted Annual Rental
Efficiency	30% of 80% of Westchester County median income for a one-person household
1-bedroom	30% of 80% of Westchester County median income for the average of a one- and two-person household
2-bedroom	30% of 80% of Westchester County median income for a three-person household
3-bedroom	30% of 80% of Westchester County median income for the average of a four- and five-person household
4-bedroom	30% of 80% of Westchester County median income for a six-person household

**A.**

The Westchester County area median incomes upon which eligibility is based is published by the Department of Housing and Urban Development (HUD) on an annual basis for Westchester County and may be adjusted accordingly.

**B.**

With respect to such affordable rental dwelling units, the landlord shall certify to the satisfaction of the Town Board, or its designee, that the requisite number of such units have been assigned to income eligible tenants and that any new tenants in such units meet the income guidelines in effect when they take occupancy.

**C.**

The following statement shall be included in the deed, certificate of occupancy and/or rental agreement, as appropriate, for each affordable dwelling unit: "This is an affordable dwelling unit as defined in Chapter **170**, Zoning, of the Code of the Town of Somers, New York, and is subject to all restrictions and limitations as set forth therein."

**Section 170-60.7 Time Limit on affordable dwelling units (Becomes Section 170-60.6)**

All affordable dwelling units as described in association with regulation are to be deemed affordable for perpetuity.

## TOWN OF SOMERS

Local Law No. \_\_\_\_\_ For the Year 2018

A Local Law to amend the Code of the Town of Somers Chapter 3 entitled Affordable Housing Board:

Be It Enacted by the Town Board of the Town of Somers as follows:

**1. Section 3-3 Powers and duties is hereby amended as follows:**

The Board shall have the following powers and duties:

**A.**

To define, refine and provide oversight in the development and implementation of proposals for the Somers Affordable Housing Code utilizing the Affordable Housing Report as a guide.

**B.**

To confer with banks and lending institutions for the purpose of identifying proposals to encourage affordable housing and to encourage such banks and lending institutions to identify and implement methods of reducing down payments, closing costs and mortgage rates.

**C.**

To advise and consult with public officials and boards for the purpose of advancing affordable housing concerns.

**D.**

To provide for public dissemination of information on affordable housing issues.

**E.**

To periodically report to the Town Board on progress relating to affordable housing.

ADD:

**F.**

***To participate in the review of applications for housing units approved as Town of Somers Affordable units in accordance with the requirements of Article XIA Affordable Housing Sections 170-60.1.170-60.2 as amended and 170-60.3 through 170-60.7 of the Code of the Town of Somers.***

**G.**

***To monitor turnover and ensure long term affordability of housing units approved as Town of Somers Affordable units in accordance with the requirements of Article XIA Affordable Housing Sections 170-60.5 Resale of affordable dwelling units and 170-60.6 Affordable rental dwelling units of the Code of the Town of Somers***



**NOTICE OF SEQR ACTIONS –Amendments to Article XIA Affordable Housing and to Section 3-3 Powers and Duties of the Affordable Housing Board of the Code of the Town of Somers  
Notice of Intent to Act as Lead Agency**

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, declares its intent to act as lead agency for amendments to Section 170-60.2 Affordable Housing Preference and to Section 3-3 Powers and Duties of the Affordable Housing Board of the Code of the Town of Somers.

The Somers Town Board at its meeting of February 8, 2018 declared its intent to establish 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 as part of an uncoordinated review.

The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the NYS *Environmental Conservation Law*.

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

**TITLE OF ACTION:** Amendments to Article XIA Affordable Housing to Eliminate Section 170-60.2 Affordable Housing Preference and to Section 3-3 Powers and Duties of the Affordable Housing Board of the Code of the Town of Somers

**DESCRIPTION OF ACTION:** The action involves amendments to two Sections of the Somers Town Code relative to Affordable Housing. The first amendment is to Article XIA, specifically to eliminate Section 170-60.2 of the Somers Zoning Ordinance Affordable Housing Preference. This section currently specifies eligibility priorities among income eligible households for affordable dwelling units as defined in the Zoning Ordinance, i.e. for household whose annual income does not exceed 80% of the Westchester county Area Median Income(AMI) as defined and updated by the US Department of Housing and Urban Development (HUD). The amendment seeks to eliminate all preferences for eligibility for affordable housing units governed by Article XIA of the Zoning Ordinance.

The second amendment is to Section 3-3 Powers and Duties of the Affordable Housing Board. This amendment seeks to broaden the powers of the board to permit them to participate in review of applications for Town approved affordable units in accordance with Sections 170-60.1, 170-60.2 as amended and 170-60.3 through 170-60.7 of the Code of the Town of Somers. In addition the

amendment will permit the Board to monitor turnover and ensure long term affordability of housing units approved by the Town either as rental units as per Section 170-60.6 or for sale affordable dwelling units as per Section 170-60.5 of the Town Code.

**LOCATION:** The Town of Somers, Westchester County New York

**SUPPLEMENTAL INFORMATION:** A Short Form (EAF) has been prepared for the Proposed Action. This form is being distributed to Interested Agencies (see list below), and this information is also available for review in the Planning and Engineering office at the Town House and on the Town's web site.

Contact: Syrette Dym, AICP, Director of Planning  
335 Route 202  
Somers, New York 10589

Telephone: 914-277-5366

Date of this Notice: November 14, 2013

**SEQR DISTRIBUTION LIST – Amendments to Article XIA Affordable Housing to Eliminate Housing Preferences and to Section 3-3 Powers and Duties of the Affordable Housing Board of the Code of the Town of Somers**

**Involved Agency:**

Town Board  
335 Route 202  
Somers, New York 10589  
Attn: Rick Morrissey, Supervisor

**Interested Agencies -**

Town of Somers Town Clerk  
Somers Town House  
335 Route 202  
Somers, New York 10589  
Attn: Patricia Kalba, Town Clerk

Affordable Housing Board  
Somers Town House  
335 Route 202  
Somers, New York 10589  
Attn: Ellen Devey, Robin Melen, Co-Chairmen

**Others – Lead Agency Representatives–**

Syrette Dym, AICP, Director of Planning  
Somers Town House  
335 Route 202  
Somers, New York 10589

Woodard & Curran Engineering P.A P.C.  
709 Westchester Avenue Suite 12  
White Plains, NY 10604  
Attn.: Joseph Barbagallo,

Stephans, Baroni, Reilly & Lewis LLP  
175 Main Street  
White Plains, NY 10601  
Attn.: Roland A. Baroni, Esq

# ***Short Environmental Assessment Form***

## ***Part 1 - Project Information***

### **Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<b>NO</b>
			<b>YES</b>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<b>NO</b>
			<b>YES</b>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?  b. Consistent with the adopted comprehensive plan?	<b>NO</b>	<b>YES</b>	<b>N/A</b>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<b>NO</b>	<b>YES</b>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<b>NO</b>	<b>YES</b>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?  b. Are public transportation service(s) available at or near the site of the proposed action?  c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<b>NO</b>	<b>YES</b>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	<b>NO</b>	<b>YES</b>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____	<b>NO</b>	<b>YES</b>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____	<b>NO</b>	<b>YES</b>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  b. Is the proposed action located in an archeological sensitive area?	<b>NO</b>	<b>YES</b>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<b>NO</b>	<b>YES</b>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<b>NO</b>	<b>YES</b>	
16. Is the project site located in the 100 year flood plain?	<b>NO</b>	<b>YES</b>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	<b>NO</b>	<b>YES</b>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	<b>NO</b>   	<b>YES</b>   
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	<b>NO</b>   	<b>YES</b>   
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	<b>NO</b>   	<b>YES</b>   
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: _____ Date: _____ Signature: _____		

## **EAF Part 1 – Narrative Description of Proposed Action**

The action involves amendments to two Sections of the Somers Town Code relative to Affordable Housing. The first amendment is to Article XIA Affordable Housing of the Somers Zoning Ordinance to eliminate Section 170-60.2 Affordable Housing Preference. This section currently specifies eligibility priorities among income eligible households for affordable dwelling units as defined in the Zoning Ordinance, i.e. for household whose annual income does not exceed 80% of the Westchester county Area Median Income(AMI) as defined and updated by the US Department of Housing and Urban Development (HUD). The amendment seeks to eliminate all preferences as a basis for eligibility for affordable housing subject to Somers housing regulations. No environmental resources are anticipated to be affected by the proposed action.

The second amendment is to Section 3-3 Powers and Duties of the Affordable Housing Board. This amendment seeks to broaden the powers of the board to permit them to participate in review of applications for Town approved affordable units in accordance with Sections 170-60.1, 170-60.2 as amended and 170-60.3 through 170-60.7 of the code of the Town of Somers. In addition, the amendment will permit the Board to monitor turnover and ensure long term affordability of housing units approved by the Town either as rental units as per Section 170-60.6 or for sale affordable dwelling units as per Section 170-60.5 of the Town Code. The intent of the proposed amendment is to enable the Affordable Housing Board to more fully participate in potential tenant selection and to aid the Town to fulfill its obligations of sustaining the long-term affordability of affordable units it approves.

State Environmental Quality Review  
**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Date of Adoption: March 8, 2018

**Name of Action:**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of Somers Town Board, as Lead Agency, has determined that the Proposed Action described below will not have a significant adverse effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**SEQR Status:** The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the *NYS Environmental Conservation Law*.

**Conditioned Negative Declaration:** No

**Description of Action:** The action involves amendments to two Sections of the Somers Town Code relative to Affordable Housing. The first amendment is to Article XIV Affordable Housing to eliminate Section 170-60.2 of the Somers Zoning Ordinance Affordable Housing Preference. This section currently specifies eligibility priorities among income eligible households for affordable dwelling units as defined in the Zoning Ordinance, i.e. for household whose annual income does not exceed 80% of the Westchester county Area Median Income(AMI) as defined and updated by the US Department of Housing and Urban Development (HUD). The amendment seeks to eliminate all preference as criteria for affordable housing eligibility for affordable units governed by the town ordinance.

The second amendment is to Section 3-3 Powers and Duties of the Affordable Housing Board. This amendment seeks to broaden the powers of the board to permit them to participate in review of applications for Town approved affordable units in accordance with Sections 170-60.1, 170-60.2 as amended and 170-60.3 through 170-60.7 of the code of the Town of Somers. In addition the amendment will permit the board to monitor turnover and ensure long term affordability of housing units approved by the town either as rental units as per Section 170-60.6 or for sale affordable dwelling units as per Section 170-60.5 of the Town Code.

**Location:** The Town of Somers, Westchester County New York



## **Reasons Supporting This Determination:**

Based upon a review of Parts 1, 2 and 3 of the Short Environmental Assessment Form (EAF) and all other application materials that were submitted in support of the Proposed Action, the Town Board finds that the elimination of Section 170-60.2 Affordable Housing Preference will not have a significant adverse impact on eligibility for occupancy in Town of Somers Affordable Housing Units and that modification of Chapter 3 Affordable Housing Board will not have an adverse and may have a positive impact on the ability of the Somers Affordable Housing Board to process eligible applicants and ensure the long term affordability of housing units approved in accordance with the requirements of the Somers Affordable Housing ordinance, and, therefore, will not have any significant adverse impacts upon the environment. This Negative Declaration indicates that no environmental impact statement need be prepared.

## **Involved and Interested Agencies:**

### **SEQR DISTRIBUTION LIST – Amendments to Section 170-60.2 Affordable Housing Preference and to Section 3-3 Powers and Duties of the Affordable Housing Board of the Code of the Town of Somers**

#### **Involved Agency:**

Town Board  
335 Route 202  
Somers, New York 10589  
Attn: Rick Morrissey, Supervisor

#### **Interested Agencies -**

Town of Somers Town Clerk  
Somers Town House  
335 Route 202  
Somers, New York 10589  
Attn: Patricia Kalba, Town Clerk

Affordable Housing Board  
Somers Town House  
335 Route 202  
Somers, New York 10589  
Attn: Ellen Devey, Robin Melen, Co-Chairmen

#### **Others – Lead Agency Representatives–**

Syrette Dym, AICP, Director of Planning  
Somers Town House  
335 Route 202  
Somers, New York 10589

Woodard & Curran Engineering P.A P.C.  
709 Westchester Avenue Suite 12  
White Plains, NY 10604  
Attn.: Joseph Barbagallo,

Stephans, Baroni, Reilly & Lewis LLP  
175 Main Street  
White Plains, NY 10601  
Attn.: Roland A. Baroni, Esq

**For Further Information Contact:** Syrette Dym, Director of Planning, Somers Town House, 335 Route 202, Somers, New York 10589, (914) 277-5366

Sent to:  
TB, TA, TC  
1/23/18  
KD

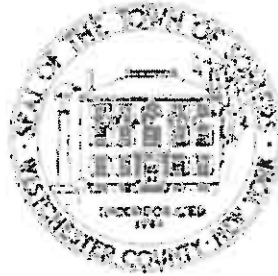
PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5386  
Fax  
(914) 277-4998

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

SOMERS TOWN HOUSE  
385 ROUTE 9W  
SOMERS, NY 10589  
WWW.TOWNOFMOMERS.COM

Steven Woelfle  
Principal Engineering Technician  
swoeffle@somersny.com



Syrene Dora, AICP  
Town Planner  
sdym@somersny.com

**Date:** January 22, 2018  
**To:** Town Board  
**From:** Steven Woelfle *SW*  
Principal Engineering Technician  
**RE:** Somers Manor Nursing Home Sewage Repair Site Plan  
TM: 28.17-1-19  
Release of Erosion Control Bond  
Received Check April 20, 1999

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This Office has no objection to the return of the Erosion Control Bond in the amount of \$1,000. Please return to:

Somers Manor Nursing Home, Inc.  
P.O. Box 445  
Somers, New York 10589

SW/wg

cc: Town Clerk  
Director of Finance  
Somers Manor Nursing Home, Inc.

Sent to:  
TB, TA, TC 1/24/18 KO

Kim DeLucia

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**From:** Teresa Stegner  
**Sent:** Wednesday, January 24, 2018 9:25 AM  
**To:** Kim DeLucia  
**Subject:** New mapping contract for Town Board approval  
**Attachments:** 2018 CAI Technologies mapping contract.pdf

Hi Kim,

Attached is the 2018 CAI Technologies mapping contract. The services and cost are the same as provided in 2017 with an annual fee of \$4,100, made in quarterly payments, for basic mapping services – plus an option (not used) of \$15 per parcel to provide building footprints.

I recommend that the Town Board adopt this contract for 2018. Please put this on the February agenda for adoption.

Teresa Stegner, IAO  
Assessor  
Town of Somers  
(914) 277-3504

# 2019 TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF SOMERS, NY

For processing data recorded 1/1/2018 through 12/31/2018

December 19, 2017

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

## SCOPE OF SERVICES

### A. Compilation

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

### B. Computer Map Index Services - N/A\*

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

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

### C. GIS

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

**D. Responsibilities of the TOWN**

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

**ADMINISTRATIVE****A. Documenting Progress**

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

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

**TIMING**

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

**COST**

Map/GIS Maintenance Service	\$ 4100.
Building Footprints (if building sketches are provided as described above)	\$15.00/building added or changed

**DELIVERABLES**

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

**PAYMENT**

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

**GUARANTEE**

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

**2019 TAX MAP MAINTENANCE CONTRACT  
FOR THE TOWN OF SOMERS, NY**

For processing data recorded 1/1/2018 through 12/31/2018

This is a contract made this 19 day of December, 2017, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Somers, a municipal corporation located in Westchester County, NY, hereinafter called the TOWN, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

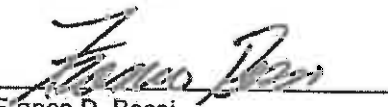
1. All work shall be done according to the 2019 Tax Map Maintenance Proposal, dated December 19, 2017, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The TOWN shall pay \$4100 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the Town shall pay an additional \$15.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the TOWN and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the TOWN.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the State of New York. The parties hereto have executed this agreement by their duly authorized officers.

Town of Somers, NY

CAI Technologies

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

  
Franco D. Rossi  
President

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CAI Technologies

11 Pleasant Street, Littleton NH 03561

P (603) 444-8768 / (800) 322-4540

cai-tech.com

\*N/A=Not Applicable. If you have questions regarding any N/A services, please call us.

**2019 TAX MAP MAINTENANCE CONTRACT  
FOR THE TOWN OF SOMERS, NY**

For processing data recorded 1/1/2018 through 12/31/2018

This is a contract made this 19 day of December, 2017, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Somers, a municipal corporation located in Westchester County, NY, hereinafter called the TOWN, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

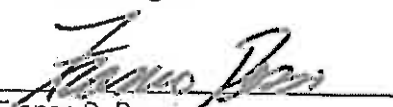
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2. The TOWN shall pay \$4100 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the Town shall pay an additional \$15.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the TOWN and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the TOWN.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the State of New York. The parties hereto have executed this agreement by their duly authorized officers.

Town of Somers, NY

CAI Technologies

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

  
Franco D. Rossi  
President

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Sent to:  
TB, TA, TC, KD  
1/23/18

TEL: 914-277-3923  
FAX: 914-277-3960

TOWN CLERK'S OFFICE

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

Town House  
335 Route 202  
Somers, N.Y. 10589

PATRICIA KALBA  
TOWN CLERK



January 22, 2018

To: Supervisor  
Town Board

From: Patricia Kalba  
Town Clerk

Re: Library Window Bid

I am requesting that the Town Board authorize the Bid Notice and distribution of Bid Documents for the Modern Windows – Heavy Commercial Window – HCP Series at the Somers Library, Route 139 (Reis Park), Somers, New York project be placed on the February agenda.

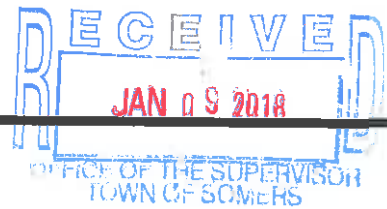
Thank you for your consideration.

Cc: Library Director  
Building Inspector  
Town Attorney  
Director of Finance



Sent to TB, TA, TC  
1/25/18 KD

**Cathy Disisto**



**From:** Tom Chiaverini  
**Sent:** Monday, January 08, 2018 4:12 PM  
**To:** Cathy Disisto  
**Subject:** FW: NYS Federal Surplus Property Assistance Program - Public Agency Renewal Application  
**Attachments:** State and Public Agency Eligibility Application 2017.pdf

**From:** Northrop, Grace (OGS) [mailto:Grace.Northrop@ogs.ny.gov]  
**Sent:** Monday, January 08, 2018 1:35 PM  
**Cc:** Devenpeck, Kevin R (OGS) <Kevin.Devenpeck@ogs.ny.gov>; Kelly, Daniel R (OGS) <Daniel.Kelly@ogs.ny.gov>; Northrop, Grace (OGS) <Grace.Northrop@ogs.ny.gov>  
**Subject:** NYS Federal Surplus Property Assistance Program - Public Agency Renewal Application



Office of General Services  
**Federal Surplus Property Program**

Building 18, W. Averell Harriman State Office Building Campus, Albany, NY 12226  
Phone: (518) 457-3264 | Fax: (518) 457-5436

Good Afternoon,

You are receiving this email because at one point you had an active application with the New York State Federal Surplus Property Assistance Program. However, our records indicate that your department is up for renewal. Please fill out the attached application in its entirety and return it to us via email, fax, or mail at the mailing address listed above.

To view the Federal Surplus Property that is available please see the following links:

Here is the link to the **GSA Website**:

<https://gsaccess.gov/>

**Username: 4757NY**

**Password: Customer**

Neither one of those are case sensitive. You have the option to view items by state or you can browse the entire US. The blue links are items that have pictures available. Please let me know if you have any trouble navigating this website.

Here is the link to the **New York State OGS Federal Surplus Property Website** (we maintain from screening trips etc.):

<https://online.ogs.ny.gov/fedsurplus/property/default.asp>

This is not a complete list- go to GSAXcess for complete listings.

If you have any questions, or if you would like a copy of your previous application for reference purposes, please feel free to call us at 518-457-3264. Your time and attention are greatly appreciated.

Sincerely,

**Grace Northrop**  
Federal Surplus Property Office Assistant



Application for Eligibility by  
State and Public Agency

Eligibility may be granted to any State Department, Division, Bureau or Agency; any City, Town or County government; or any other governmental entity or public agency established by or pursuant to State Law; and to any Indian Tribe located on a State Reservation: EXCEPT THAT eligibility may not be granted to individual subordinate programs or divisions of a governmental entity where the parent entity has established eligibility.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by		
Date Approved		

**Instructions:** ANSWER ALL QUESTIONS AND PROVIDE ALL REQUIRED DOCUMENTARY EVIDENCE OR INFORMATION IN SUPPORT OF APPLICATION. APPLICATION MUST BE SIGNED BY HEAD ELECTED OR APPOINTED OFFICIAL OF APPLICANT ORGANIZATION, OR THE LEGALLY DESIGNATED UNIT HEAD.

1. Legal Name: Town of Somers
- Address of applicant public agency: Street: 335 Route 202
- City, County, Zip: Somers, Westchester, 10589
- Telephone: 914-277-3637 914-232-4848 Fax: 914-232-0150
- Email: tchiaverini@SomersNY.com
2. Select Type of Public Agency:
- State: Department ☒ Division ☐ Bureau ☐ Agency ☐
- Local Government: County ☐ City ☐ Town ☒ Agency ☐
- Other: (specify) \_\_\_\_\_
3. How was applicant organization established? Pursuant to:
- Local Ordinance or Charter: ☐ State Law: ☒
- Other: (specify) \_\_\_\_\_
4. a. Indicate resident population of area of applicant's jurisdiction: 20,434
- AND/OR
- b. Number of persons (patients, clients, patrons, inmates etc. ) served daily through applicant program(s): 20,434

5. Total budgeted expenditures of applicant organization for last full fiscal year:

2017-#15,012,979  
(Designate fiscal year and amount)

6. Indicate sources and amounts of all operating funds last full fiscal year.

A. Local Tax Funds: \$ 7,224,213

State Aid: \$ 1,027,566

Federal Aid: \$ 76,298

B. Other: \$ 6,266,902

(Describe and provide amounts)

7. Indicate total budget for current fiscal year: \$ 15,351,200

8. A. Indicate any program area(s) of applicants organization requiring State charter, licensing, approval or accreditation: (Specify program area and authority)

N/A

B. Submit documentary evidence of any of above, in form of photostat copy attached to this application.

9. If other than a State Department, State College, public school district; or county, city or town government: applicant must submit as an attachment to this application, a full description of the size and scope of applicant's program(s), number of persons, pupils, patients, inmates or clients served, sources and amount of operating funds, annual budget, program objectives and any other information to support this application.

10. All applicants must include as supplements to this application, a listing or statement as to general property items or special items needed by the applicants programs.

I CERTIFY THAT THE INFORMATION STATED HEREIN, AND THE SUPPORTING  
INFORMATION ATTACHED HERETO, IS TRUE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF.

\_\_\_\_\_  
(Signature of the Head Administrative Official)

Rick Morrissey Supervisor

(Typed Name and Title)

\_\_\_\_\_  
(Date)

Submit with Participation Agreement, Certifications and Agreement,  
Non-Discrimination Assurance Statement, and Debarment forms.



Participation Agreement

and

Designation of Authorized Representatives

See Also: Certifications and Agreements

**Instructions:** This form must be completed by the Head Administrative or Head Financial Official. A representative from program and operation units may also be designated as authorized representatives. Please remember to photocopy for your records prior to mailing.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by: _____		
Date Approved _____		

Donee Name: Town of Somers  
Donee Address: 335 Route 202, Somers, NY 10589  
Telephone: 914-232-4848 / 914-277-3637 Fax: 914-232-0150  
Email: tchiaverini@Somersny.com County: Westchester

This certifies that the personnel listed below are hereby designated as accredited representatives of this organization duly authorized and empowered to select, acquire and sign for federal surplus property; to obligate this organization for the payment of all service charges assessed by the state for the provision of such property; and to execute related documents certifying compliance by this organization with the terms, conditions, reservations and restrictions which will apply to the receipt and use of federal surplus property by this organization.

Name	Title	Signature
Thomas E. Chiaverini	Supt. of Highways	
Rick Morrissey	Supervisor	

I and the above designated representatives whose signatures are affixed hereto have reviewed, and further certify that this organization will observe and comply with all Terms, Conditions, Reservations and Restrictions applying to the acquisition and use of property as outlined in the Certifications and Agreements document.

Signature

Rick Morrissey, Supervisor

Typed Name and Title of Head Administrative Official

Date



Office of General Services  
**Federal Surplus Property Program**

**CERTIFICATIONS AND AGREEMENTS**

---

**Instructions:** Review the items below, sign the document and submit it with a completed "Participation Agreement and Designation of Authorized Representatives" document as part of your application package.

---

**A. The donee certifies that:**

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203(i) of the Federal Property and Administrative Service Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, the property is needed and will be used by the recipient for carrying out or promoting the residents of a given political area for one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public purposes, including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.
3. Funds are available to pay all costs and charges incident to donation and these charges will be paid promptly.
4. This transaction shall be subject to the non-discrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Acts of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

**B. The donee agrees to the following Federal conditions:**

1. All items of property shall be placed in use for the purpose for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
2. Such special handling or use limitations are imposed by General Service Administration (GSA) on any items(s) of property listed herein.
3. In the event the property is not so used or handled as required by B.1 or B.2 above, title and right to possession of such property shall at the option of GSA, revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

**C. The donee agrees to the following conditions imposed by the State Agency, applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of acquisition cost, except vessels 50 feet or more in length and aircraft:**

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
3. In the event the property is not so used as required by C.1 and C.2 above and Federal restrictions in B.1 and B.2. have expired, then title and right to the possession of such property shall at the option of the State agency revert to the State of New York and the donee shall release such property to such persons as the State agency shall direct.

**D. The donee agrees to the following terms, reservations and restrictions:**

1. From the date it receives the property listed herein and through the period(s) of time, the conditions imposed by B and C above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under B or the State agency under C above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or the State agency shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
2. In the event any of the property listed herein is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by B and C remain in effect, without the prior approval of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value of the property at the time of such disposal, as determined by GSA or the State agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by B and C above remain in effect, any of the property listed herein is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
4. The donee shall make reports available to the State agency regarding the use, condition, and location of the property listed herein and on other pertinent matters as may be required from time to time by the State agency.
5. At the option of the State agency, the donee may abrogate the conditions set forth in C above and the terms, reservations and restrictions pertinent thereto in D by payment of an amount as determined by the State agency.

**E. The donee agrees to the following conditions, applicable to all items of property listed herein:**

1. The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.
2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

**F. Terms and conditions applicable to the donation of aircraft and vessels (50 feet or more in length) having an acquisition cost of \$5,000 or more, regardless of the purpose for which acquired:**

The donation shall be subject to the special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

**G. The organization receiving Federal Surplus Property shall indemnify and hold harmless New York State and the United States Federal Government, their employees and agents against any and all loss, damage, claim or liability whatsoever; due to personal injury or death or damage during the acquisition or subsequent use of Federal Surplus Property.**

**H. All property acquired through the Federal Surplus Property Program is considered federal financial grant-in-aid and may require compliance under the single audit act of 1984 and the provisions of OMB circulars A-128 and A-133.**

ORGANIZATION NAME: Town of Somers

NAME: Rick Morrissey

TITLE OF AUTHORIZED OFFICIAL: Supervisor

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



Office of General Services  
**Federal Surplus Property Program**

**NON-DISCRIMINATION ASSURANCE STATEMENT**

Assurance of compliance with GSA regulations under Title VI of the Civil Rights Act of 1964, as amended; Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

**THE DONEE** agrees that the program for, or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975, as amended, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the donee received Federal assistance from the General Services Administration; and also hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee, the word "donee" as used herein includes any such successor in interest.

The accuracy of the data and the continued compliance with all requirements for acquisition and use of Federal Surplus Property as stated on (1) Certifications and Agreements (CS402C) and (2) Non-Discrimination Assurance Statement, as well as a desire to continue eligibility in the Federal Surplus Property is hereby acknowledged.

ORGANIZATION NAME: Town of Somers

NAME: Rick Morrissey

TITLE OF AUTHORIZED OFFICIAL: Supervisor

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This form should be submitted with any application for eligibility.*





Office of General Services  
**Federal Surplus Property Program**

This certification is required by GSA regulations implementing Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions, as defined at 41 CFR 105-68.110.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from cover transactions by any Federal department or agency;
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rick Morrissey  
NAME OF DONEE

335 Route 202      Somers      NY      10589  
ADDRESS                      CITY                      STATE                      ZIP

\_\_\_\_\_  
SIGNATURE OF HEAD ADMINISTRATIVE OFFICIAL

\_\_\_\_\_  
DATE



Office of General Services  
**Federal Surplus Property Program**

Date: \_\_\_\_\_

\_\_\_\_\_  
Organization Name

**Federal Surplus Property Wish List**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
Signature of Head Administrative Official or Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Sent to:  
TBTATC 1/25/18  
KD

Telephone  
(914) 277-3539

FAX  
(914) 277-3790

Efrem Citarella  
Building Inspector

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

TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589



MEMO TO: Rick Morrissey, Town Supervisor

FROM: Efrem Citarella, Building Inspector *EC*

RE: Electric, HVAC and Plumbing Emergency and Non-Emergency Work Service Contracts

DATE: January 16, 2018

Permission is being requested to execute two-year service contracts for emergency and non-emergency services for electrical to A-Amp Electric Corp. and plumbing to Bee and Jay Plumbing. They have been serving the Town in this capacity since February 2014 with two consecutive two-year contracts.

C.F. Air Conditioning and Heating, Inc. was interested in renewing his contract as well, but needed to increase it beyond the 2% per year limitation. Permission is being requested to solicit Requests for Proposal for a two-year service contract for emergency and non-emergency services for HVAC.

Sent to:  
TB, TA, TC 11/30/18  
KD

## **Town of Somers Plumbing Contract**

**THIS AGREEMENT** made the \_\_\_\_ day of February 2018, by and between the **TOWN OF SOMERS**, a municipal corporation of the State of New York, having offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter referred to as the "Town",) and

**Bee and Jay Plumbing and Heating Corp.**

**PO Box 78**

**Mahopac, New York 10541**

hereinafter referred to as the "Contractor"

WHEREAS, the Town has received a proposal from the Contractor to furnish all labor, materials, insurance and equipment, in accordance with the specifications for emergency and non-emergency plumbing work in Town-owned buildings.

NOW, THEREFORE, the Town and the Contractor, by and for the considerations hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish and perform all of the work specified in the RFP and Schedule A, attached hereto and made a part hereof, including all materials, labor, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed in accordance with the manufacturer's specifications and requirements.

2. The Contractor shall see that the site is maintained in a neat and orderly fashion at all times. No debris, waste, unused material or equipment shall be allowed to accumulate on site and shall be removed daily. Upon completion of the work all construction materials will be removed from the premises promptly by the Contractor.

Tools: Owner is not responsible for Contractor's tools and equipment.

3. For the satisfactory performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor **as per the costs quoted in the Request for Proposal**. Payment will be made by the Town to the Contractor after the satisfactory completion of all of the work and its acceptance by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

4. The Contractor shall be prepared to commence work pursuant to the agreement terms of executing the contract and as directed by the Town official. The work shall be completed within a reasonable amount of time.

5. The Contractor shall comply with all the provisions of all applicable Federal, State, County and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor or otherwise and in the performance of work under this Agreement.

6. The Contractor shall provide proof satisfactory to the Town of the following insurance coverage: (a) Workers' Compensation (b) Employer's Liability Insurance with a minimum limit of \$100,000 (b) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 and (c) Automobile Liability Insurance. The General Liability Insurance policy shall name the Town of Somers as an additional insured.

7. The Contractor shall defend, indemnify and hold the Town harmless from and against any and all claims, demands, liabilities, judgments, costs, expenses, and damages for bodily injury, death, sickness, disease and property damage arising out of the performance of the work under this Agreement which is due in whole or in part to the negligence, fault, act or omission of the Contractor, the Contractor's employees, agents or subcontractors.

8. The Town may terminate this Agreement, in whole or in part, upon ten (10) days' notice in writing to the Contractor whenever the Town deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Town shall be liable only for payment for the work performed hereunder prior to the effective date of termination.

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

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

12. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

### 13. Manufacturer's Information:

- a. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Somers.
- b. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.
- c. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.
- d. The Contractor shall submit to the Town, manufacturer's technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.
- e. The Contractor shall submit to the Town a certificate of compliance from an acceptable inspection agency.
- f. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the bid.

### 14. Warranty:

- a. Manufacturer's warranty will be submitted to the Town at the completion of the work.
- b. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than three years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts part within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the

balance of the original warranty period.

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

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

TOWN OF SOMERS

Date: \_\_\_\_\_

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

Rick Morrissey, Supervisor

Print: \_\_\_\_\_

The CONTRACTOR

Date: \_\_\_\_\_

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

Contractor

Print: \_\_\_\_\_

attachments

## Town of Somers Acknowledgment

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Morrissey, Supervisor of the Town of Somers, on behalf of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

## Contractor Acknowledgment

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_,

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

\_\_\_\_\_  
NOTARY PUBLIC



Sent to:  
TB, TA, TC  
11/30/18  
KB

## **Town of Somers Electrical Contract**

**THIS AGREEMENT** made the \_\_\_\_ day of February 2016, by and between the **TOWN OF SOMERS**, a municipal corporation of the State of New York, having offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter referred to as the "Town",) and

**A-AMP Electric Corp.**  
**PO Box 386**  
**Baldwin Place, New York 10505**  
hereinafter referred to as the "Contractor"

WHEREAS, the Town has received a proposal from the Contractor to furnish all labor, materials, insurance and equipment, in accordance with the specifications for emergency and non-emergency electrical work in Town-owned buildings.

NOW, THEREFORE, the Town and the Contractor, by and for the considerations hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish and perform all of the work specified in the RFP and Schedule A, attached hereto and made a part hereof, including all materials, labor, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed in accordance with the manufacturer's specifications and requirements.

2. The Contractor shall see that the site is maintained in a neat and orderly fashion at all times. No debris, waste, unused material or equipment shall be allowed to accumulate on site and shall be removed daily. Upon completion of the work all construction materials will be removed from the premises promptly by the Contractor.

Tools: Owner is not responsible for Contractor's tools and equipment.

3. For the satisfactory performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor **as per the costs quoted in the Request for Proposal**. Payment will be made by the Town to the Contractor after the satisfactory completion of all of the work and its acceptance by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

4. The Contractor shall be prepared to commence work pursuant to the agreement terms of executing the contract and as directed by the Town official. The work shall be completed within a reasonable amount of time.

5. The Contractor shall comply with all the provisions of all applicable Federal, State, County and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor or otherwise and in the performance of work under this Agreement.

6. The Contractor shall provide proof satisfactory to the Town of the following insurance coverage: (a) Workers' Compensation (b) Employer's Liability Insurance with a minimum limit of \$100,000 (b) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 and (c) Automobile Liability Insurance. The General Liability Insurance policy shall name the Town of Somers as an additional insured.

7. The Contractor shall defend, indemnify and hold the Town harmless from and against any and all claims, demands, liabilities, judgments, costs, expenses, and damages for bodily injury, death, sickness, disease and property damage arising out of the performance of the work under this Agreement which is due in whole or in part to the negligence, fault, act or omission of the Contractor, the Contractor's employees, agents or subcontractors.

8. The Town may terminate this Agreement, in whole or in part, upon ten (10) days' notice in writing to the Contractor whenever the Town deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Town shall be liable only for payment for the work performed hereunder prior to the effective date of termination.

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

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

12. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

### 13. Manufacturer's Information:

- a. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer's standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Somers.
- b. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.
- c. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.
- d. The Contractor shall submit to the Town, manufacturer's technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.
- e. The Contractor shall submit to the Town a certificate of compliance from an acceptable inspection agency.
- f. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the bid.

### 14. Warranty:

- a. Manufacturer's warranty will be submitted to the Town at the completion of the work.
- b. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than three years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts part within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the

balance of the original warranty period.

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

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

TOWN OF SOMERS

Date: \_\_\_\_\_

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

Rick Morrissey, Supervisor

Print: \_\_\_\_\_

The CONTRACTOR

Date: \_\_\_\_\_

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

Contractor

Print: \_\_\_\_\_

attachments

## Town of Somers Acknowledgment

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Morrissey, Supervisor of the Town of Somers, on behalf of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

## **Contractor Acknowledgment**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_,

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

\_\_\_\_\_  
NOTARY PUBLIC

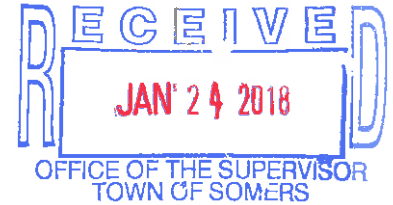
Sent to:  
TB, TA, TC 1/30/18  
KS

Telephone  
(914) 277.3610

OFFICE OF THE TAX RECEIVER  
**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

Fax  
(914) 277.8932

Michele A. McKearney  
Receiver of Taxes  
mmckearney@somersny.com



335 Route 202 • Somers, NY 10589

DATE: January 24, 2018

TO: Town Board

FROM: Michele McKearney  
Receiver of Taxes *MM*

RE: **Service Link/Overpayment – Transfer to General Fund**

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Please be advised that my office has attempted numerous times to return monies due Service Link for the overpayment of School Taxes. We have tried to contact them via phone regarding uncashed checks sent for the overpayment and additional checks were mailed, never returned, but never cashed.

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

Therefore, this office believes that we have exhausted our attempts to return the funds and suggests that \$723.83 be transferred to the General Fund.

Thank you in advance for your assistance regarding this matter.

cc: Town Clerk  
Town Attorney  
Director of Finance

Sent to  
TB, TATC 1/16/18  
KD

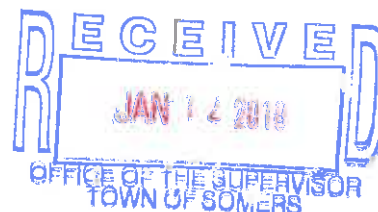
Adam Smith  
Superintendent of Water & Sewer  
asmith@somersny.com

## Water & Sewer Department

### Town of Somers

WESTCHESTER COUNTY, N.Y.

P.O. Box 618  
40 Lakeview Drive  
Shenorock, NY 10587  
Telephone & Fax  
(914) 248-5181



Date: January 11, 2018  
To: Somers Town Board  
From: Adam Smith *AS*  
Water Superintendent

**RE: 2018 Quarterly Water Charges**

December 14, 2017 The Town Board authorized an increase in the 2018 Water Charges for the Amawalk-Shenorock Water District, Windsor Farms Water District and Amawalk Heights Water District. At that time the water rate was increased \$0.13 per 1000 gallons to offset the increased cost of purchased water. Unfortunately at the time I neglected to request an increase to the Quarterly Service Charge. The increase to this charge will provide additional revenue for distribution system repairs, increased employee salary and benefits and restore some reserves that were used for storage tank repairs.

The proposed service charge will increase the average residential water bill \$40.00 a year and raise the total average water bill from \$660.00 to \$700.00 a year and provide approximately \$45,000.00 in additional revenues.

Therefore I respectfully request the Town Board approve the following increase to the Quarterly Service Charges:

**Present Quarterly Water Rates & Proposed Changes:**

**Amawalk Shenorock Water District:**

Current charge: Quarterly Service Charge: (Based on Meter Size)

<u>Meter Size</u>	<u>Fee</u>
5/8"	\$42.50
3/4"	\$62.50
1"	\$85.00
1.5"	\$165.00
2"	\$265.00
3"	\$485.00
4"	\$805.00
6"	\$1200.00

**Amawalk Shenorock Water District:**

Proposed Quarterly Service Charge: (Based on Meter Size)

<u>Meter Size</u>	<u>Fee</u>
5/8"	\$52.50
3/4"	\$77.50
1"	\$105.40
1.5"	\$204.6
2"	\$328.60
3"	\$601.40
4"	\$998.20
6"	\$1488.00

**Windsor Farms Water District:**

Current Quarterly Service Charge: \$42.50.  
Proposed Quarterly Service Charge: \$52.50

**Amawalk Heights Water District:**

Current Quarterly Service Charge: \$42.50.  
Proposed Quarterly Service Charge: \$52.50

The proposed increase will take effect on April 1, 2018

cc: Town Clerk  
Director of Finance  
Town Attorney



Sent to:  
TB, TA, TC  
11/30/18  
KD



TotalCare EAP  
Public Safety EAP  
Educators EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP  
TotalCare Wellness

## Employee Assistance Program – RENEWAL AGREEMENT

Town of Somers, NY agrees to contract with the ESI Employee Assistance Group for the period of January 1, 2018 through December 31, 2018.

### I. Fees and Payment:

- A. The total number of employees covered under this Agreement is 98.
- B. Employer agrees to pay ESI the sum of **\$3,100.00** for the contract period.
- C. The annual fee also includes all immediate family members residing in the same household and dependent children up to age 26.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat rate above covers a census of 51 to 100. Contract rate will be modified if census moves outside of this range.
- F. DOT required Substance Abuse Evaluations - **\$850.00** each.

### II. The EAP will provide:

#### **Employee Benefits**

- Unlimited telephonic counseling, 24/7
- Up to 3 face-to-face counseling sessions per issue
- Work/life benefits-including debt, legal, financial, elder & child care counseling
- Information Resource benefits
- Lifestyle benefits designed to improve members' health, financial security and overall wellbeing
- Peak Performance Training and Development: **No**
- Peak Performance Wellness Coaching: **No**
- GCN Compliance Training: **No**
- Lynch Ryan Worker's Compensation: **No**

#### **Employer Services**

- 1 on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour
- Unlimited Administrative (mandatory) Referrals
- Unlimited HR consultations with certified SPHR's
- Unlimited online Supervisor compliance training & Orientation videos
- Statistical Reports, Newsletters and EAP Awareness Materials
- All web services for employee and employer

**\*No other services are expressed or implied under the terms and conditions of this agreement.**

ESI Group



Diane Dunbar, President & Chief Operating Officer

Date

Town of Somers, NY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Sent to: 2/6/18 KD  
TB, TA, TC

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

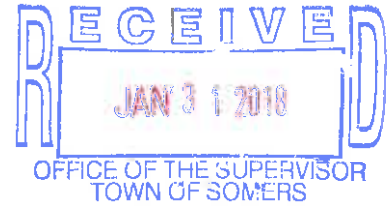
THOMAS E. CHIAVERINI  
Superintendent of Highways

LOUIS N. NOTO, JR.  
Deputy Supt. of Highways

Highway Department

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

250 RT. 100  
P.O. BOX 281



MEMO TO: SUPERVISOR  
TOWN BOARD

FROM: THOMAS E. CHIAVERINI  
SUPT OF HIGHWAYS

DATE: JANUARY 30, 2018

RE: To Purchase: 2018 RAM 5500 HD 4x4 Dump Truck  
with Sander

The Superintendent of Highways request permission to purchase (1) One New 2018 RAM 5500 HD 4x4 Dump Truck with Sander from Robert Green Truck Division Route 17 East Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of \$75,163.15 off the Onondaga City Bid #7974 for Trucks and Truck Equipment.

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

Yours truly,

Thomas E. Chiaverini  
Supt. of Highways

ROBERT GREEN TRUCK DIVISION  
 ROUTE 17 EAST EXIT 107, P.O. BOX 8002  
 ROCK HILL, N.Y. 12775  
 PHONE 845-794-0300 FAX 845-794-0295  
 ONONDAGA CTY #7974 TRUCKS AND TRUCK EQUIPMENT  
 1/26/2018

rev-04/01/08

SOMERS, TOWN OF  
 250 ROUTE 100  
 PO BOX 281  
 SOMERS, NY 10589  
 TOM CHIAVERINI  
 TCHIAVERINI@SOMERSNY.COM

PH 914 232-4848/ CELL 914 804-6613  
 FX 914 232-0150

RS GREEN			
QTY		UNIT PRICE	NET PRICE TOTAL
1	2018 RAM 5500 HD CHASSIS/CAB 4X2, 60" CA MSRP \$49,825.00		40,358.25 \$40,358.25
1	DP9L/DP0L-4 WHEEL DRIVE OPTION		2,465.00 \$2,465.00
1	XHC-ELECTRIC BRAKE CONTROLLER		265.50 \$265.50
1	LM1-DAYTIME RUNNING LAMPS		45.00 \$45.00
1	AJW-POWER HEATED MIRRORS		562.50 \$562.50
1	P63/P74 - OMAHA ORANGE		360.00 \$360.00
1	RGTD-PZ107 BACK UP ALARM		78.00 \$78.00
1	TUZ-TRACTION TIRES(4 WD MODEL)	250.00	225.00 \$225.00
1	AMP-CHROME APPEARANCE GROUP	295.00	265.50 \$265.50
1	ACL-DOT CERTIFIED ROADSIDE SAFETY KIT	150.00	135.00 \$135.00
1	AHQ-MAX TOW PACKAGE	395.00	355.50 \$355.50
1	AH2-AMBULANCE PREP GROUP(220 AMP ALT/VOLTAGE MONITORING AUT)	445.00	400.50 \$400.50
1	XF7-DUAL ALTERNATORS 440AMP(ETK)	395.00	355.50 \$355.50
1	AHD-HEAVY DUTY SNOW PLOW PREP	245.00	220.50 \$220.50
1	XEF-TRANSFER CASE SKID PLATE	95.00	85.50 \$85.50
1	MRT-CHROME TUBULAR SIDE STEPS(REGULAR CAB/CHASSIS)	495.00	445.50 \$445.50
1	XAC-PARK VIEW BACK UP CAMERA	395.00	355.50 \$355.50
1	INSTALLATION OF BACK UP CAMERA CAB/CHASSIS(DEALER INSTALLED)		150.00 \$150.00
1	UA1-UCONNECT 3.0 RADIO(BLUE TOOTH OPERATION)	195.00	175.50 \$175.50
1	9'X96" 2-3 YD DODGE/FORD E-TIPPER SIDES 12" TAILGATE 20" LB400SA EL	\$15,978.00	\$7,989.00 \$7,989.00
1	TAILGATE HITCH GUARD	\$368.00	\$184.00 \$184.00
1	DA ELECTRIC PUMP IN LIEU OF STD. SINGLE ACTING	\$700.00	\$350.00 \$350.00
1	THREE PATCHGATES I/L/O ONE	\$1,202.00	\$601.00 \$601.00
1	VERTICAL SIDE BRACES & 3 PANEL TAILGATE	\$762.00	\$381.00 \$381.00
1	BOXED TOP RAIL	\$634.00	\$317.00 \$317.00
1	7 GAUGE FLOOR	\$634.00	\$317.00 \$317.00
1	UPGRADE DUMP BODY TO STAINLESS STEEL	\$10,000.00	\$5,000.00 \$5,000.00
1	BODY UPLIGHT	\$444	\$222 \$222.00
1	SWENSON 9' MDV944SS 4.0 YARD STAINLESS ELECTRIC DUAL MOTOR	\$15,324.00	\$9,194.40 \$9,194.40
1	ANTICORROSION PROTECTION & UNDERCOAT	\$502.00	\$251.00 \$251.00
1	REAR TIMBREN LOAD BOOSTERS	\$914.00	\$457.00 \$457.00
1	7 WIRE FLAT TRAILER RECEPTACLE	\$318.00	\$159.00 \$159.00
1	PINTLE HOOK WITH "D" RINGS 12 TON CAP		
1	STROBE LIGHTS AT DUMP BODY REAR PILLARS	\$1,264.00	\$632.00 \$632.00
1	STROBE LIGHTS DUMP CABSHIELD FORWARD	\$1,264.00	\$632.00 \$632.00
1	STROBE LIGHTS AT DUMP CABSHIELD SIDE	\$1,264.00	\$632.00 \$632.00
1	FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00 \$341.00

rev-04/01/08

		1/26/2018		
			SUB TOTAL	\$74,963.15
			DELIVERY	\$200.00
			FED EXCISE TAX	
			TOTAL	\$75,163.15



**COUNTY OF ONONDAGA  
DIVISION OF PURCHASE**

**13<sup>TH</sup> FLOOR**

**421 MONTGOMERY STREET  
SYRACUSE NEW YORK 13202**

**BLANKET PRICE AGREEMENT**

**NOTICE OF CONTRACT AWARD**

**COMMODITY/SERVICE:**

**CLASS 3-7 VEHICLES**

**CONTRACT PERIOD:**

**5-YEARS**

**2/14/14 -02/13/2019**

**BID OPENED:**

**02/10/14**

**BID REF. #:** **7494**

**7974**

**RENEWAL:**

**At New Fleet Pricing**

**DISCOUNT FROM MSRP**

**DISCOUNT ON OPTIONS**

**DATE ISSUED:**

**02/14/14**

**INQUIRIES TO:**

**Cory Larrabee**

**315-435-5063**

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

**CONTRACT ID NO VENDOR NAME & ADDRESS**

**KENWORTH NORTHEAST GROUP  
100 COMMERCE DR  
BUFFALO NY 14218**

**PHONE NO & CONTACT**

**MARK SCHUESTER 716-852-2800  
716-852-0143**

**VAN BORTEL FORD  
71 MARSH ROAD  
E. ROCHESTER, NEW YORK 1445**

**JOSH RELYEA 716-585-586-7705  
716-585-586-7706**

**ROBERT GREEN TRUCK DIVISION  
PO BOX 8002  
ROCKHILL NY 12775**

**ROBERT GREEN 845-794-0300  
845-794-0295**

**MOWHAWK VALLEY FREIGHTLINER  
703 ORISKANY BLVD. TRUCK RTE 5A  
YORKVILLE NY 13405**

**RICK WHITE 315-736-3330**

**Term:** February 14, 2014 through February 13, 2019.

**Price Agreement:** This bid will result in a blanket price agreement

**Payment:** Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher. (Applies to Onondaga County Departments, City of Syracuse, Syracuse School District and Airport Authority)

**Delivery:** Price shall include all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges.

**Price:** Shall be discount from **Total MSRP (MSRP plus destination charges to dealer = Total MSRP)** plus option pricing. The DAS (Delivery Allowance Schedule) shall apply to various Counties in New York State.

**Note:** No separate, additional delivery charge will be allowed.

**Award:** Award is by lowest bidder on vehicles by manufacturer. Chevrolet, Ford, Dodge, International, Hino, Freightliner and Kenworth

International :Navistar---Class 4-7

Kenworth: Kenworth Northeast---Class 5-7

Dodge: Robert Green---Class 3-5

Hino: Robert Green---Class 5-7

Freightliner: Mohawk Valley---Class 6-7---Tracey---Class---7---Fleet Maintenance---Class-7

Chevrolet---Joe Basil---Class-3

Ford: Van Bortel -3-7---Delacey Ford 3-4

**Price Lists:** The successful bidder shall furnish one (1) set of the applicable price list for each vehicle. The vendor will be required to provide a discount from these price lists for options on each vehicle. This should be in electronic form.

**Regulations:** The completed vehicle shall conform to all applicable federal, state and local laws in effect at the time of delivery.

**Service:** Prior to delivery, the vehicle shall be completely serviced by the contractor in his own shop. Servicing shall include New York State inspection, engine tune-up, lubrication, wheel alignment, front wheel balancing and all other checks and adjustments required for full, proper servicing of a new vehicle.

**Fleet Identification Numbers:** Numbers for Onondaga County only: GM 804212-Ford QD104-Chrysler 000HGY.

**Delivery Condition:** Vehicles must be delivered strictly in accordance with specifications. Delivery must be coordinated with the department and delivery shall be made during normal working hours.

**Contact:** Please refer any questions to Mr. Cory Larrabee, Division of Purchase (315) 435- 5063.

**Scope:** Provide Vans for any Municipalities authorized under General Municipal Laws of the State of New York as specified below.

**Total MSRP:** MSRP plus destination charges to dealer = Total MSRP

**MSRP Verification:** The awarded contractor shall, upon request by an Authorized user, verify the MSRP and provide a copy of the most recent published OEM pricelist.

**Piggybacking:** Onondaga County allow(s) all municipal entities and authorities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor

**Reporting:** A quarterly report of vehicles ordered will be provided to Cory Larrabee: Onondaga County

**Award Period:** Award period shall be for five (5) years

Contractors will notify the Division of Purchase in writing of the manufacturer's production build-out date. Such notification **MUST** be submitted immediately upon the contractor being notified by the manufacturer.

Sent to:  
TB, TA, TC  
2/5/18  
KD

**Task Order 2-4.29 (Revised 2/1/2018)**  
**Somers Salt Storage Shed Engineering Design**  
**Non-Escrow Based Town Engineering Support**

**INTRODUCTION**

The Town of Somers (Town) has requested that Woodard & Curran prepare a Task Order to provide professional engineering design services for the proposed design of a salt storage shed at the Town Highway Garage. The engineering design and construction of the proposed facility is to be funded via monies acquired by the Town from the Northern Westchester Watershed Committee and the Office of Senator Murphy.

On May 22, 2012, The Northern Westchester Watershed Committee adopted a resolution to support the allocation of up to \$175,000 of East of Hudson (EOH) funds to each of the 12 member municipalities for implementation of eligible water quality improvement projects as noted in the 1997 New York City Watershed Memorandum of Agreement (MOA). The Town is proposing that its \$175,000 allocation be used to design and construct a new salt storage shed at the Town Highway Garage. To supplement the EOH monies provided through the County Planning Department, The Town will apply to secure \$100,000 of additional funding to cover the construction costs from a SAM grant recently secured by Senator Murphy's Office.

The Town has requested a proposal from Woodard & Curran to develop the engineering design of the salt storage shed. In addition, the Town has requested that a conceptual layout plan for the proposed salt storage shed be prepared to support the application for the EOH monies and the SAM grant.

These services will be Non-Escrow based, and paid directly by the Town to Woodard & Curran. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated March 11, 2009, under Task Order 2-4; as reauthorized by the Town Board in 2017.

**SCOPE OF WORK**

Based on our meeting with the Town Highway Supervisor on January 3, 2018, we understand that the new salt shed would be used to receive and process de-icing salts prior to conveyance and storage into the existing salt shed storage. In addition, we understand that the Town requires our assistance to coordinate the funding through EOH. Below is our proposed scope of work for this project:

**Phase 001 – Conceptual Layouts**

- Perform Initial site visit (to be completed by two engineers from Woodard & Curran)
- Develop site and floor plan options for the new salt processing shed (2 options)

**Phase 002 – Engineering Design & Bid Documents**

- Develop a Conceptual Site Plan for the preferred option to support the grant applications
- Oversee and coordinate the field investigations (test pits and percolation tests)
- Prepare a Geotechnical Report for use in the design of a foundation system for the salt storage shed structure (foundation design and plans to be provided by others)
- Develop performance-based specifications for proposed salt processing shed.



- Develop engineering drawings, including:
  - Construction Notes and Legend;
  - Site Plan Layout;
  - Drainage and Grading Plan;
  - Utilities Plan;
  - Soil Erosion and Sediment Control Plans;
  - Floor plan; and
  - Details.
- Develop an engineer's opinion of construction costs.

#### Phase 003 – Bidding Support

- Develop Front-End Bid Documents.
- Attend one pre-bid meeting and develop meeting minutes.
- Respond to Contractor Requests for Information during bidding.
- Evaluate submitted bids and provide a recommendation for award.

#### Phase 004 – Construction Administration (Optional)

- Attendance to pre-construction meeting
- Respond to Contractor's requests for information
- Review of Contractor's submittals and payment applications
- Complete site visits and inspection reports

#### Phase 005 – Permitting Support (Allowance)

- Develop permit applications for New York City Department of Environmental Protection, and the New York State Department of Environmental Conservation, if applicable based on final site disturbance.

#### Phase 006 – EOH Funding Coordination (Allowance)

- Coordination with East of Hudson for funding access
- Support EOH requirements for access to funding
- Management of EOH communications

## FEE SCHEDULE

Phase 001 – Conceptual Layouts	\$ 5,500 ; lump sum
Phase 002 – Engineering Design & Bid Documents	\$ 22,000 ; lump sum
Phase 003 – Bidding Support	\$ 6,000 ; lump sum
Phase 004 – Construction Administration (Optional)	\$ To be determined
Phase 005 – Permitting Support (Allowance)	\$ 7,000 ; time and materials*
Phase 006 – Permitting Support (Allowance)	\$ 5,000 ; time and materials*

*\* to be tracked on an hourly basis as per approved 2018 Rate Schedule with the Town.*

## ASSUMPTIONS

- A base map representing existing site conditions will be based on available Westchester County GIS information. A site survey is not included.
- Signed and sealed engineering design of the salt shed foundation and structure will be provided by the Contractor, based on performance-based specifications and geotechnical recommendations developed by Woodard & Curran. This approach will allow various storage shed manufactures to compete for this project.
- Construction administration services are not included but may be defined and added as per Town's request. Construction administration services consist of construction related items, including: inspections, review of contractor's submittals, bidding services, contract procurement, etc. At this time, we assume that construction administration services will be provided by the Town's Building Department.
- Scope of work excludes developing a SAM grant application package, cover letters or overall coordination. We understand that the SAM application will be managed by others.
- Woodard & Curran will develop a geotechnical report and provide recommendation for the design of a foundation system based on field observations and soil conditions as evidenced by test pits performed by Town. If in-situ soil conditions suggest the presence of organics or compressible materials that warrant a need for additional soil investigations or testing, then Woodard & Curran will advise the Town accordingly.
- Ground penetrating radar or excavation of test pits are not included. We assume the Town will provide underground utility clearance and equipment and operator necessary for the excavation of test pits at the site.
- It is assumed that the estimated allowances are sufficient to cover the anticipated level of effort under Phases 005 and 006. In the event that fees are required beyond the allowance amounts, we will advise the Town accordingly.

## **AUTHORIZATION**

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.

**Submitted by:**

**Authorization to Proceed:**



---

Joseph C. Barbagallo, P.E., BCEE  
Senior Principal  
Woodard & Curran Engineering PA PC

---

Rick Morrissey  
Supervisor  
Town of Somers

Sent to:  
TB, TA, TC 1/25/18  
KD  
Kim DeLucia

---

**Subject:** FW: Clean Transportation Inter-Municipal Agreement

---

**From:** Roland Baroni <\_\_\_\_@prodigy.net>  
**Sent:** Thursday, January 25, 2018 1:57 PM  
**To:** Rick Morrissey  
**Subject:** RE: Clean Transportation Inter-Municipal Agreement

The form of agreement is fine. I can confirm that it does not obligate you to do anything. It just gives you the ability to participate.

Roland Baroni

**From:** Rick Morrissey [mailto:[supervisor@somersny.com](mailto:supervisor@somersny.com)]  
**Sent:** Friday, January 19, 2018 4:23 PM  
**To:** Roland Baroni <\_\_\_\_>  
**Cc:** Tom Garrity <[tgarrity@somersny.com](mailto:tgarrity@somersny.com)>; Richard Clinchy <[rclinchy@somersny.com](mailto:rclinchy@somersny.com)>; Anthony Ciriaco <[aciriaco@somersny.com](mailto:aciriaco@somersny.com)>; Bill Faulkner <[wfaulkner@somersny.com](mailto:wfaulkner@somersny.com)>; Bob Kehoe <[rkehoe@somersny.com](mailto:rkehoe@somersny.com)>; Kim DeLucia <[kdelucia@somersny.com](mailto:kdelucia@somersny.com)>  
**Subject:** Fw: Clean Transportation Inter-Municipal Agreement

Roland:

Please review the attached IMA with an eye to confirming Bob's statement that "the IMA does not obligate you to anything." If we pursue this initiative it keeps the door open for future electrical

vehicle purchases. Our current Chevy Volt is working out fine. We now need to compare our electric bills pre & post and gas consumption to determine efficiencies.

Kim place this on the February agenda for approval.

Thanks,

Rick



55 Maple Avenue  
Mount Kisco, NY 10549  
914-242-4725  
[www.sustainablewestchester.org](http://www.sustainablewestchester.org)

January 3, 2018

To: Sustainable Westchester Member Municipalities  
From: Ron Kamen, Program Director  
Re: Clean Transportation Project Intermunicipal Agreement

Accompanying this cover memo are:

- Clean Transportation Intermunicipal Agreement
- Attorney Review (Keene & Beane for Bedford)
- Interest Form – Municipal Fleet EVs

Dear Sustainable Westchester Member,

Last year, Sustainable Westchester (SW) launched the SW Clean Transportation Project to help our municipal members save taxpayer dollars with zero emission, cost-saving, mission-compatible Electric Vehicles (EV) for their fleets - and provide aggregation discounts on Electric Vehicles (EVs) to constituents.

In 2017, we created successful municipal fleet and residential discount programs for the Nissan Leaf and BMW i3, and assisted members in securing NYS grant funds for charging stations.

The Clean Transportation Project is now aiming to secure aggregation discounts for more of the 40+ EVs on the market today – and to expand the program to EV and Plug-In Hybrid EV trucks, and buses, as well as electric landscaping equipment.

**We are asking members to pass the attached Clean Transportation Project Intermunicipal Agreement (IMA).** The Agreement was composed by our legal counsel: Sive, Paget & Riesel, and attached is a supporting memo from the Town of Bedford's counsel, Keane & Beane.

The IMA will allow Sustainable Westchester to:


1. Work with member municipalities to issue Invitations to Bid and Requests for Proposals for various types of EVs for municipal fleets;
2. Aggregate municipal purchases to gain discounts on fleet EVs, EV charging stations, and electric landscaping equipment; and
3. Leverage the municipal EV fleet purchases to get local auto dealers to participate in the creation of EV Community Aggregation Discounts for constituents (similar to the Solarize program).

**The first IMA effort will focus on the Toyota Prius Primes** that the Town of Bedford is seeking to purchase for its fleet, **as well as the Nissan Leafs** that the Town of Mamaroneck is purchasing for theirs. However, we wish to work with all our members to aggregate purchases for additional EVs, too – and to move forward on electric trucks & landscape equipment this year as well.

Please email Ron Kamen: [Ron@EarthKindEnergy.com](mailto:Ron@EarthKindEnergy.com) or call 917-453-5740 for more information.

**MEMORANDUM**

**TO:** Supervisor Chris Burdick and the Members of the Town of  
Bedford Town Board

**FROM:** Eric L. Gordon, Esq. 

**RE:** Municipal Cooperation Agreement With Sustainable Westchester

**DATE:** December 14, 2017

---

Attached is a Municipal Cooperation Agreement for the Sustainable Westchester Clean Transportation Project (the "Agreement"). The Agreement allows Sustainable Westchester to solicit bids, or send out Requests for Proposals, as appropriate, on behalf of participating municipalities, for hybrid and electric vehicles. The purpose is to obtain discounted "fleet" pricing from dealers based on aggregated municipal purchasing. The Agreement does not require the Town of Bedford to accept any bids for such vehicles obtained through Sustainable Westchester. In addition, Sustainable Westchester's fees shall be paid by the dealership providing the hybrid and electric vehicles.

I have reviewed the Agreement and it is acceptable. I recommend that the Town Board adopt the attached Resolution authorizing the Supervisor to take all steps necessary to enter into and to sign the Agreement, subject to further review by the Town Attorney.

Please do not hesitate to contact me if you have any questions.

Encls.

**MUNICIPAL COOPERATION AGREEMENT FOR**  
**THE SUSTAINABLE WESTCHESTER CLEAN TRANSPORTATION PROJECT**

This **MUNICIPAL COOPERATION AGREEMENT**, dated as of the 2<sup>nd</sup> day of ~~January~~ 2018 is entered into by and among those several municipal corporations, organized and existing under the laws of the State of New York, which may from time to time execute and deliver this Agreement, thereby agreeing to be bound by its terms and conditions, and which are hereinafter individually referred to as a "Participant" and collectively referred to as the "Participants."

**RECITALS**

**WHEREAS**, Article 5-G of the New York General Municipal Law authorizes municipal corporations to enter into agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other; and

**WHEREAS**, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

**WHEREAS**, Each of the Participants is a "municipal corporation" as defined above; and

**WHEREAS**, Electric Vehicles (EVs)...

- ... cost 50-70% less in fuel to operate than combustion engines;
- ... have 90% fewer parts and are less expensive to maintain;
- ... produce zero emissions and reduce local air pollution;
- ... dramatically decrease greenhouse gases;
- ... are growing worldwide at an annual rate of 70% per year; and

**WHEREAS**, The Participants wish to enter into a cooperative agreement for the purpose of identifying and qualifying auto dealers and manufacturers interested in Electric Vehicle (EV) Discounts for Municipal Fleets and in comarketing programs and aggregation discounts for municipal, institutional & private citizen purchases of plug in electric passenger vehicles ("EV"), plug-in hybrid electric vehicles, and electric vehicle charging systems and electric landscaping equipment in order to facilitate the deployment of EVs within Westchester County;

**IN CONSIDERATION OF** the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants covenant and agree as follows:

## **1. PARTICIPANTS**

The Participants hereby designate themselves under this Agreement as the Sustainable Westchester Clean Transportation Program ("SW CTP") for the purpose of soliciting bids for municipal fleets as well as comarketing and aggregate purchasing of EVs and EV charging systems for businesses and private citizens.

The following Participants shall constitute the initial membership of the SW CTP: The Town of Bedford, \_\_\_\_\_. Membership in the SW CTP may be offered to any municipal corporation, as that term is defined in Section 119-n of the General Municipal Law, within the State of New York.

Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section 1. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law.

## **2. JOINT SERVICE DESCRIPTION**

The Participants hereby agree to cooperatively solicit bids (IFBs) and/or proposals from automobile dealers and manufacturers interested in offering Participants discounts on EVs for their Fleets as well as offering their respective constituents discounted EV and charging system sales and leases, and co-marketing the availability of such discounts with the Participants.

## **3. PARTICIPATION**

Participants shall each execute and deliver to the Administrative Agent (as defined below) a counterpart of this Agreement, together with a resolution authorizing participation in the SW CTP, duly adopted by the Participant's governing body substantially in the form annexed to this Agreement as Exhibit A. Each Participant hereby agrees to:

- a. Cooperate with the SW CTP and the Administrative Agent in the execution of the Administrative Agent's duties and functions as set forth herein; and
- b. Provide promptly such information to the Administrative Agent as the Administrative Agent may reasonably request in order for the Administrative Agent to execute its duties and functions as set forth herein.

## **4. TERM AND RENEWAL**

Each Participant's contractual commitment to participate under this Agreement shall be for a period of five (5) years from the date that the Participant adopts a resolution authorizing the execution of this Agreement and participation in the SW CTP. Participation may be renewed by a Participant's delivery to the Administrative Agent of an authorizing resolution which adopts the most current terms of this Agreement.



## **5. MANAGEMENT**

Administrative services and duties required by this Agreement shall be performed by the Administrative Agent. The Administrative Agent shall be Sustainable Westchester, Inc., a New York not-for-profit corporation. The business, property, affairs, and activities of the Administrative Agent shall be governed by its Board of Directors (the "Board of Directors") in accordance with its bylaws. The Board of Directors, which consists of representatives elected by the Participants in accordance with the By-Laws, shall also be the governing body of the SW CTP.

## **6. AUTHORITY AND RESPONSIBILITY OF ADMINISTRATIVE AGENT**

a. The Administrative Agent is hereby authorized and hereby agrees to perform the following duties as agent for and on behalf of each Participant:

- i to prepare, disseminate and, if necessary or desirable, advertise, Invitations for Bids ("IFBs") and/or Requests for Proposals (RFPs) (each a "Solicitation") containing appropriate details and bid specifications as the Administrative Agent deems appropriate to solicit offers from car dealers and manufacturers interested in offering Fleet EVs or EV and/or EV charging equipment purchase and/or lease solutions to SW CTP Participants and their respective constituents, and comarketing the availability of such solutions with the Participants. The contents of the Solicitations will be based upon the needs of Participants determined from information provided to the Administrative Agent by the Participants. The bid process shall be conducted in accordance with the requirements of the General Municipal Law. Participants otherwise agree to comply with the requirements of any statute or regulation specifically applicable to them with respect to the advertisement of public bids;
- ii in accordance with such bid specifications, to select one or more qualified EV and/or EV charging equipment dealers or manufacturer ("Provider") that meets all qualifications deemed appropriate by the Administrative Agent;
- iii to negotiate with a Provider the essential terms of one or more forms of EV sale or lease agreements, which shall be memorialized in an agreement with SW (the "Provider Agreement");
- iv to procure the services of professionals such as consultants, attorneys, independent auditors (each a "Professional" and together, "Professionals") and any other professional services it deems appropriate to assist the Administrative Agent and the Board of Directors in fulfilling its responsibilities under this Agreement, provided that: (i) the Professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Board of Directors; (ii) the procurement of such services shall be in compliance with the General Municipal Law; and (iii) the charges, fees and other

compensation for any contracted services shall be clearly stated in written service contracts or engagement letters;

- v to designate the bank(s) or trust company(ies) in which moneys received by the Administrative Agent on behalf of Participants shall be deposited;
- vi if applicable, to receive, deposit and, to the extent they are not required for immediate expenditure, temporarily invest moneys received from Participants or from such other sources on behalf of Participants. The deposit and investment of funds, if any, shall in all respects comply with the requirements of Sections 10 and 11 of the General Municipal Law and shall be held in the custody of the Administrative Agent on behalf of the Participants. Participants' moneys may be commingled and administered as a common fund in one or more accounts as determined by the Administrative Agent, provided that such moneys may not be commingled with other moneys or investments of the Administrative Agent;
- vii all moneys made available for expenditure hereunder shall be in the custody of the fiscal officer of the Administrative Agent, who shall provide for the custody, investment and disbursement of the funds received hereunder. Such fiscal officer is hereby authorized to make payments subject to audit by the auditing official or body of the Administrative Agent;
- viii unless otherwise determined by the Administrative Agent, the fiscal year for the administration of this Agreement shall be May 1 to April 30;
- ix to designate a representative of the Administrative Agent as Chairman of the SW CTP. Except as specifically required herein with respect to the custody of funds, the responsibility for the administration and management of this Agreement shall be delegated to such officers or employees of the Administrative Agent as the Board of Directors shall deem appropriate. The Administrative Agent shall enter into such contracts as it deems appropriate to assist in the administration and management of this Agreement;
- x to perform such studies and gather such information as it deems appropriate to accomplish the purposes of this Agreement; and
- xi to take all such other actions as may be reasonably necessary and appropriate to provide for the efficient administration and management of this Agreement.

b. The Parties agree that the Solicitation documents shall include a provision for, and that the Administrative Agent may enter into a separate written agreement with each Provider that includes terms providing for the payment by the Provider to the Administrative Agent a success fee per EV sold through the program offered as a result of the Solicitation. The Success Fees will vary per contract award.

## **7. AWARD OF CONTRACTS**

a. The Participants may, at their discretion, enter into binding agreements, substantially in the form of the template documents developed by the Administrative Agent, with the Provider(s) recommended by the Administrative Agent, provided that each Participant determines to its satisfaction that the Provider(s) is/are responsible, and complies with each of the Participant's terms, conditions, and requirements. The Participants are under no obligation to enter in to any agreement with the Provider(s) recommended for selection through the Solicitation process.

b. Each Participant is responsible for meeting its individual legal, procedural, and other requirements for the award of any contracts as a result of the Solicitation, including, but not limited to, those requirements applicable to each Participant, if any, under applicable law, such as the General Municipal Law, the Public Authorities Law, the Energy Law, City Law, County Law, Town Law, Village Law, the State Finance Law, and its own internal policies, procedures and rules.

## **8. NON-EMPLOYEES OF PARTICIPANTS**

The Administrative Agent's officers and employees who assist or participate in the administration and management of this Agreement shall solely by reason of such role, be deemed employees of any Participant. No Participant shall have any authority to engage the services of any person as an employee under this Agreement on behalf of the SW CTP. The Administrative Agent shall provide for all necessary services and materials for the administration and management of this Agreement, and the reasonable costs thereof shall be reimbursed by the Participants.

## **9. WAIVER OF CONFLICT RELATED TO PROFESSIONALS**

Each Participant agrees that the services rendered to the SW CTP by any Professional shall not form the basis for any Participant to claim that such Professional is, or should or shall be, (a) conflicted out of performing services for any other Participant or entity, or (b) disqualified from or otherwise unfit to perform services for any other Participant or entity.

## **10. TERMINATION OF AGREEMENT**

- a. Any Participant may terminate this Agreement and withdraw from the SW CTP upon giving 30 days notice to the Administrative Agent.
- b. If for any reason, prior to the expiration of its term, the services described in this Agreement can no longer be performed or provided, the Administrative Agent, after consultation with the Board of Directors and with as much prior notice to the Participants as is practical, may in its discretion terminate this Agreement. Following termination under this paragraph, all moneys remaining after all liabilities have been satisfied shall be refunded to the Participants.

## **11. DISCLAIMER OF WARRANTIES**

THE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT NO PARTY TO THIS AGREEMENT HAS MADE NOR HEREBY MAKES ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF ELECTRIC VEHICLES IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF THE PARTICIPANT, NOR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND NO PARTY TO THIS AGREEMENT SHALL BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO THE PARTICIPANT OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ELECTRIC VEHICLES. All manufacturers', suppliers', or other warranties, if any, express or implied, with respect to EVs, which are negotiated by the Administrative Agent in connection with this Agreement, are hereby assigned to the respective Participant, and the Participant is hereby authorized to obtain the customary services furnished in connection with such warranties at the Participant's expense.

## **12. LIABILITY AND RELEASE**

The Participants understand that this Agreement only affords a cooperative bidding service and that no Participant is in any way responsible for the sale or lease of EVs unless and until the Participant executes a transaction with a Provider. Each Participant hereby releases the Administrative Agent and all other Participants from any and all claims arising from or related to in any way its participation in this Agreement, except that the Administrative Agent shall be liable solely for negligence in connection with its custody of the Participant's funds in accordance with this Agreement.

## **13. ASSIGNMENT AND AMENDMENT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no party may assign this Agreement or any of its rights or obligations hereunder. This Agreement may be amended only in writing agreed to by each of the Participants.

## **14. APPROVAL AND EXECUTION; WARRANTIES AND REPRESENTATIONS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be approved by each Participant's governing body in accordance with the requirements of law applicable to such Participant. By entering into this Agreement, each Participant warrants and represents that this Agreement is within its lawful powers, that this Agreement has been approved by its governing body in compliance with all applicable laws and procedures, that all necessary approvals necessary for execution, delivery and performance by such Participant have been obtained, that no litigation is pending or to its knowledge threatened

regarding its execution, delivery or performance of this Agreement, and that this Agreement is lawful and binding upon it in accordance with its terms.

#### **15. DISPUTE RESOLUTION**

Any dispute between or among the Participants arising from or related to this Agreement shall be determined by mediation and, if not successfully mediated, by arbitration. In either case, the proceedings shall be conducted in accordance with the applicable commercial mediation or arbitration rules of the American Arbitration Association, provided that any statutory notice of claim or statute of limitations provisions applicable to the Administrative Agent or to a Participant are also complied with. Unless otherwise agreed by the parties to any such dispute, the mediation and arbitration shall occur at a location within Westchester County reasonably specified by the Administrative Agent.

#### **16. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The venue of any action or proceeding arising from or related to this Agreement shall be Westchester County, New York.

#### **17. MISCELLANEOUS**

- a. Each Participant represents and warrants that its governing body has duly authorized its entering into and performing the terms of this Agreement.
- b. Any notice or other communication given under the terms of this Agreement shall be in writing and delivered personally or mailed or delivered by facsimile (with copy delivered by mail) to the last known post office address or telefax number of the party. All notices shall be effective when delivered, deposited in the mail, or delivered by facsimile, whichever first occurs.
- c. Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by a court or administrative agency of competent jurisdiction, all other provisions shall continue in full force and effect.
- d. Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning of, or be used in the interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the undersigned.

Date: 12/20/17

Town of Bedford  
"Participant"

By: Chris Borden  
(Signature of Officer)

Its: Town Supervisor  
(Title of Officer)

Date: 1/2/2018

Sustainable Westchester, Inc.  
"Administrative Agent"

By: Robert W. Elliott  
(Signature of Officer)

Its: Executive Director  
(Title of Officer)

**Sustainable Westchester 2018 Electric Vehicle (EV) & Plug-In Hybrid EVs  
Aggregate Municipal Fleet EV Purchase Interest**

**Electric SEDANS**

Make and Model	All-Electric Range (miles)	Base MSRP	Fuel Economy (MPGe)	Federal Tax Credit	NY Rebate
<b>Nissan LEAF (\$3k SW Fleet Discount Available)</b>	<b>150</b>	<b>\$29,990</b>	<b>112</b>	<b>\$7,500</b>	<b>\$1,700</b>
Chevrolet Bolt EV	238	\$36,620	119	\$7,500	\$2,000
Volkswagen e-Golf - 2017	125	\$28,995	119	\$7,500	\$2,000
Ford Focus Electric	115	\$29,170	105	\$7,500	\$1,700
Mitsubishi i-MiEV	59	\$22,995	112	\$7,500	\$1,700
Kia Soul EV	93	\$33,950	105	\$7,500	\$1,700
Tesla Model 3	220-310	\$35,000	128	\$7,500	\$2,000
<b>BMW i3 (\$10k SW Discount Available)</b>	<b>81-114</b>	<b>\$42,400</b>	<b>118-124</b>	<b>\$7,500</b>	<b>\$1,700</b>

Your Municipality	Mamaroneck Town	Bedford
<b>2</b>		

**Plug-In Hybrid SEDANS**

Make and Model	All-Electric Range (miles)	Base MSRP	Fuel Economy (MPGe)	Federal Tax Credit	NY Rebate
<b>Toyota Prius Prime</b>	<b>25</b>	<b>\$27,100</b>	<b>133</b>	<b>\$4,502</b>	<b>\$1,100</b>
Chevrolet Volt	53	\$33,220	106	\$7,500	\$1,700
Chrysler Pacifica	33	\$41,995	64	\$7,500	\$1,100
Ford C-MAX Energi - 2017	20	\$27,120	95	\$4,007	\$1,100
Ford Fusion Energi - 2017, 2018	21	\$31,120	97	\$4,007	\$1,100
Audi A3 e-tron	16	\$38,900	83	\$4,502	\$500
BMW 330e iPerformance	14	\$44,100	71	\$4,001	\$500
<b>BMW i3 Rex (\$10k SW Discount Available)</b>	<b>97</b>	<b>\$47,450</b>	<b>111</b>	<b>\$7,500</b>	<b>\$1,700</b>
Cadillac ELR	40	\$65,000	85	\$7,500	\$500
Cadillac ELR Sport	36	\$65,000	80	\$7,500	\$500
Honda Clarity Plug-in Hybrid	47	\$33,400	110	\$7,500	\$1,700
Hyundai Sonata Plug-in Hybrid	27	\$34,600	99	\$4,919	\$1,100
Kia Optima Plug-in Hybrid	29	\$35,210	103	\$4,919	\$1,100
MINI Cooper S E Countryman ALL4	12	\$36,800	65	\$4,007	\$500

<b>2</b>		

<b>Ford F-150/250 Plug-In Hybrid EV Pickup Truck *</b>
<b>Electric Heavy Duty Trucks - Class 5,6,7,8*</b>
<b>Electric Van (up to 15 passengers, wheel chair capable) *</b>
<b>Electric BUS *</b>
<b>GREEN LANDSCAPING EQUIPMENT</b>
<b>EV-ARC Solar Powered EV Charging Station - FREE **</b>
<b>EV-Ride Share - FREE EV Charging Stations ***</b>

X	X	
X	X	
X	X	

\* Contact Ron Kamen (Ron@EarthKindEnergy.com) to discuss your needs & timeline

\* **FREE with Advertising Agreement in high-visibility locations**

\* **FREE with EV Ride-Sharing Agreement in suitable locations**

Sent to:  
TB, TA, TC 2/5/18  
KD

Adam Smith  
Superintendent of Water & Sewer  
asmith@somersny.com

## Water & Sewer Department

### Town of Somers

WESTCHESTER COUNTY, N.Y.

P.O. Box 618  
40 Lakeview Drive  
Shenorock, NY 10587  
Telephone & Fax  
(914) 248-5181



Date: January 29, 2018  
To: Somers Town Board  
From: Adam Smith *AJS*  
Superintendent of Water & Sewer  
RE: **Kinsley Power Systems Service Agreement**

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Attached please find a service agreement from Kinsley Power Systems. This agreement is for the servicing of (4) four power generators and transfer switches at the Primary and Secondary Sewer Pump Stations located on Travis Road and the Windsor Road and Clayton Boulevard Sewer Pump Stations. The generators provided emergency power to the pump stations. The cost of the service plan is \$3789.00. I hereby respectfully request the town board approve the attached agreement.

cc: Town Clerk  
Director of Finance  
Town Attorney



# Proposal



Quote Number	Project Name	Date
Q-18-0338	Standby Generator Maintenance Proposal 2018	1/26/2018

**From:** John Smith  
310 Guinea Road  
Brewster, NY 10509  
**Phone:** 914.218.9940  
**Fax:** 914.218.9941  
**Email:** jsmith@kinsleypower.com  
**Cell:** 201.661.1489

**Billing Info:** Somers Sewer District  
26 Clayton Blvd  
Baldwin Place, NY 10505  
**Phone:** 914-804-6543  
**Contact:** Adam Smith  
**Email:** asmith@somersny.com

## Summary

### Kohler Generator: 45RZG, 936 :

**Physical Address** - Somers Sewer District , near 1 Bassett Court, Baldwin Place, NY, 10505  
**Level 1 Service** - Qty Per Year: 1, Price Per Service: **\$419.00**, Level 1 Total Yearly Price:**\$419.00**  
**Level 2 Service** - Qty Per Year: 1, Price Per Service: **\$525.00**, Level 2 Total Yearly Price: **\$525.00**

### Kohler Generator: 80RZG, 20140B :

**Physical Address** - Somers Sewer District , Near 80 Travis RD, Baldwin Place, Ny, 10505  
**Level 1 Service** - Qty Per Year: 1, Price Per Service: **\$419.00**, Level 1 Total Yearly Price:**\$419.00**  
**Level 2 Service** - Qty Per Year: 1, Price Per Service: **\$575.00**, Level 2 Total Yearly Price: **\$575.00**

### Kohler Generator: 12RES, 2121483 :

**Physical Address** - Somers Sewer District , 16 Windsor Rd, Yorktown Heights, NY, 10598  
**Level 1 Service** - Qty Per Year: 1, Price Per Service: **\$419.00**, Level 1 Total Yearly Price:**\$419.00**  
**Level 2 Service** - Qty Per Year: 1, Price Per Service: **\$311.00**, Level 2 Total Yearly Price: **\$311.00**

### Kohler Generator: 125REZGC, SGM32C5RC :

**Physical Address** - Somers Sewer District , 26 Clayton Blvd., Baldwin Place, NY, 10505  
**Level 1 Service** - Qty Per Year: 1, Price Per Service: **\$419.00**, Level 1 Total Yearly Price:**\$419.00**  
**Level 2 Service** - Qty Per Year: 1, Price Per Service: **\$702.00**, Level 2 Total Yearly Price: **\$702.00**

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**TOTAL YEARLY CONTRACT PRICE: \$3,789.00**

*Price Quotation Expires in 30 Days*

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The Energy Solutions Company

# Proposal

## Who will service your equipment?

Kinsley employs the largest number of EGSA certified technicians—over 40 technicians serving the northeast with collectively more experience and focus on generator repair and maintenance than any service company in the industry. In some cases you may see the same technician at every service visit. Regardless, you will be treated respectfully, your equipment will be serviced expertly, and your property will be cared for with respect and attention to detail when we are on site.

## **CUSTOMER PREFERENCES:** Circle below:

Do you require us to call ahead and schedule the maintenance work when it is due to be performed?	To exercise the generator under load or to service indoor mounted transfer switches, will someone be present to allow our technician to enter the building?	If generator is inoperable when we attempt to perform maintenance, do we have your permission to replace needed parts at time of service if no one is available to authorize the above repairs while on site?*	Is the generator drive up serviceable at grade level?*	Does the location have prevailing wage requirements?*
YES <> NO	YES <> NO	YES <> NO	YES <> NO	YES <> NO

\*Price increase will apply

## How often will your unit(s) be serviced?

The most common plan selected (assuming backup/exercise hours only) is to get one Level 1 service and one Level 2 service each year (except for healthcare/life safety or other critical applications where more is required).

Please initial below, and specify the quantities of visits (by type) being requested on an annual basis (as well as your preference for what month(s) you prefer the work be done):

	<b>QUANTITY of Level 1 visits per year</b>	<b>QUANTITY of Level 2 visits per year</b>
	Qty: <u>1</u> Initials: <u>[Signature]</u>	Qty: <u>1</u> Initials: <u>[Signature]</u>
<b>Preference of timing:</b>	Month(s): <u>Jan, Feb, Mar</u>	Month(s): <u>July, Aug, Sep</u>

# Proposal



## What's Included:

Preventative Maintenance Performed	Generator or ATS?	Level 1 (Minor)	Level 2 (Major)
Check Lubricating oil, add as required	Generator	X	NA
Change Lubricating oil and oil filter	Generator	NA	<u>X</u>
Check radiator/cooling system (radiator, radiator cap, water pump, coolant hoses/clamps). Add coolant as required	Generator	X	X
Perform on site coolant analysis-test freeze point, nitrate levels, corrosion inhibitor levels	Generator	NA	<u>X</u>
Check air filter(s), hoses and crankcase breather	Generator	X	NA
Change air filter as needed	Generator	NA	<u>X</u>
Check fuel lines/hoses for leaks/pliability, inspect fuel vents for obstructions, check/clean fuel sediment bowl	Generator	X	X
Check fuel / water separator (if applicable)	Generator	X	NA
Replace fuel / water separator (if applicable)	Generator	NA	<u>X</u>
Check (and notate for diagnosis) warning lights illuminated, gauges/instrumentation function/faults	Generator & ATS	X	X
Check fan belts for excessive wear, inspect/adjust tension	Generator	X	X
Check governor belts for excessive wear, adjust tension if needed (if applicable)	Generator	X	X
Check battery charger, adjust if necessary	Generator	X	X
Replace spark plugs, points, distributor cap and ignition rotor (if applicable)	Generator	NA	<u>X</u>
Check battery capacity, clean battery and apply anti-corrosion treatment to terminal	Generator	X	X
Perform Generator, Generator End, ATS & Component functional and safety check	Generator & ATS	X	X
Run Generator – under load when possible (customer authorization required)	Generator & ATS	X	X
Conduct Electrical Frequency Analysis and adjust if necessary	Generator	X	X

## OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the services quoted on Proposal Number Q-18-0338 which clearly establishes definite price and specifications of services ordered. The person signing is doing so according to the terms and conditions.

### Proposed By:

Company: Kinsley Power Systems, Inc.

Signature: John Smith

Printed Name: John Smith

Title: AMS Sales Manager

Date: Friday, January 26, 2018

### Accepted By:

Company: Somers Sewer District No.1

Signature: \_\_\_\_\_

Printed Name: Rick Morrissey

Title: Supervisor, Town of Somers

Date: \_\_\_\_\_

The Energy Solutions Company

# Proposal



## **Terms & Conditions:**

This Preventative Maintenance Agreement is entered into by Kinsley Power Systems, and the generator equipment owner as signed, for the purpose of maintaining their equipment in the best possible operating conditions in order to minimize the necessity of emergency service. This agreement does not relieve the owner of periodic checks and testing as outlined in the manufacturer's manuals. While preventative maintenance should result in maximum availability of generator equipment, Kinsley Power Systems, makes no warranties or guarantees as to equipment uptime and disclaims any responsibility for consequential damages. Services to be performed are specified herein, and constitute the extent of this agreement. The generator equipment owner will be furnished with an inspection report denoting conditions found and further service found to be required, if any.

**No services, parts or materials are covered under this agreement unless specifically referred to herein, nor does this agreement include expenses to repair any damage resulting from abuse, accident, theft, acts of a third party, forces of nature or altering the equipment. Services requested but not covered under this agreement will be billed at normal rates for labor, travel, or parts.**

**CONTRACT:** This agreement will be automatically renewed every year until canceled in writing with 30 days prior written notice by either party. Kinsley Power reserves the right to review the service contract pricing annually, using the Consumer Price Index as a guideline for any adjustments. It is mutually understood that this proposal sets forth our entire agreement.

**PLEASE RETURN A SIGNED COPY OF THIS QUOTE TO US BY FAXING IT TO 860.392.0222**

*For any questions, please contact our aftermarket sales specialist, at [ams@kinsleypower.com](mailto:ams@kinsleypower.com)*

# Proposal



## Kinsley Power Systems General Terms and Conditions

**1.0 Summary.** These General Terms & Conditions are between Kinsley Group, Inc. d/b/a Kinsley Power Systems ("Kinsley") having a mailing address of 14 Connecticut South Drive, East Granby, CT 06026 (fax number 860-844-6136) and the person, company, firm or business entity purchasing equipment, renting equipment and/or obtaining products or services from Kinsley ("Customer", "You" or "Your"). The purpose of these General Terms & Conditions is to set forth the general terms and conditions that will apply to all services performed by Kinsley for the Customer and all products sold by Kinsley to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth in separate agreements (written proposals, quotations, etc.) (each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms & Conditions shall be incorporated into each of these Related Agreements and govern all the understandings and agreements between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms & Conditions and the express provisions of any Related Agreement, the Related Agreement shall control, except for Section 3.0 below, "Limited Warranty Statement", which shall control over any Related Agreement, unless such Section 3.0 is specifically referenced and amended in writing and signed by authorized personnel of Kinsley. These General Terms and Conditions shall apply to each individual project, sale or transaction, provided that a default by Customer under the General Terms and Conditions or a Related Agreement with respect to one project, sale or transaction shall constitute a Customer default under all projects, sales and transactions with such Customer and its affiliates.

**2.0 Freight and Payment Terms.** Kinsley's freight terms are F.O.B. Factory/Origin. All charges are due and payable in accordance to our credit terms set forth on Kinsley's invoice. Down payments and/or progress payments may be required prior to order, release or shipment. Unless otherwise agreed to in writing, payments related to equipment purchases are due on Net, thirty (30) day terms from invoice date or prior to start-up, whichever comes first. No retainer is allowed. Payments related to rentals or service invoices are due on a Net, ten (10) day term from invoice date. If the Purchaser delays delivery from the agreed upon date, payment terms shall take effect on the date Kinsley is prepared to make shipment. The failure of customer to make any payments required by General Terms and Conditions or under any Related Agreement shall be considered a material breach and event of default and, without limiting its remedies at law or under these General Terms and Conditions, shall entitle Kinsley to suspend or terminate the services or products provided to you under all Related Agreements, even if the Related Agreements are for different projects or locations.

**2.1 Recoverable Costs & Expenses.** All costs advanced and expenses incurred that are related to the services performed will be reimbursed to Kinsley. These may include, but not be limited to, airfare, hotel accommodations, tolls, business meals, parking, miscellaneous travel expenses, faxes, courier charges, express mailing, mileage round-trip from Kinsley's service location or shipping point, and all other out-of-pocket expenses.

**2.2 Finance Charges, Collection Costs, Expenses, and Other Remedies.** All bills not paid within agreed-upon terms shall be assessed a late charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) on the unpaid balance until paid in full. In the event that Kinsley incurs collection expenses or brings any lawsuit, arbitration or other proceeding to collect amounts owed, Kinsley shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fee and reasonable legal fees) incurred in collecting such amounts. Kinsley reserves the right, where permitted by law, to charge a two percent (2%) surcharge, processing fee, or convenience fee for all payments made by credit card. Furthermore, if Kinsley is not paid in full within one hundred twenty (90) days of invoice date, Kinsley reserves the right to remove any rental equipment or partially paid equipment from customer site, storage, or any physical location where equipment resides and place the equipment back into Kinsley inventory for resale or further rent. Any proceeds from resale will be used first to reimburse Kinsley for any removal costs and other remedies or costs incurred due to the delinquency, removal, and resale.

**2.3 Storage.** If equipment ordered by Customer is not shipped after notification has been made to the Customer or its agent that it is ready for shipping, for any reason beyond Kinsley's control, including Customer's failure to give shipping instructions, Kinsley may store the equipment at the Customer's risk and expense. The Customer shall pay all handling, transportation, storage and insurance cost at the prevailing commercial rates.

**2.4 Credit Approval, Sales.** Shipments, deliveries and performance of work shall at all times be subject to the approval of Kinsley. Kinsley may at any time reject any purchase order, or decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Kinsley in its sole discretion.

**2.5 Cancellation or Changes.** Order cancellations without Kinsley's written consent, shall be subject to, in Kinsley's sole discretion, the following:

**Generator sets:** Standard Product Orders cancelled within five (5) weeks of the acknowledged ship date from the vendor or three (3) weeks of the production start date will be subject to a charge of twenty percent (20%) of the selling price plus a charge for unique parts. Orders completed and ready for shipment are non-cancellable. Estimated order cancellation fees will be offered upon request and are subject to change based on actual product and engineering fees.

**Electrical Controls:** Standard Product Orders cancelled within five (5) weeks of the acknowledged ship date from the vendor or cancelled within three (3) weeks of the production start date will be subject to a charge of up to twenty percent (20%) of selling price plus a charge for unique parts. Orders completed and ready for shipment are non-cancellable.

**Paralleling Switchgear or DPS:** In the event of order cancellation, prior to release of order for manufacture and following receipt of order by Kohler, there will be a charge of fifteen percent (15%) of selling price, with additional charges related to unique part procurement and engineering fees. Once a Kohler accepted order is released for manufacture, paralleling switchgear and DPS orders are non-cancellable.

**ATS: Standard, Programmed or Closed Transition (30-1200A):** Orders cancelled at least two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled within two (2) weeks of acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

**ATS: Standard, Programmed or Closed Transition (1600 to 4000A):** Orders cancelled at least four (4) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled less than four (4) weeks prior to acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

**ATS: Bypass Isolation (up to 1200A):** Orders cancelled at least three (3) weeks prior to acknowledged ship date from the vendor will be subject to a charge of thirty percent (30%) of selling price. Orders cancelled less than three (3) weeks prior to acknowledged ship date from the vendor will be subject to a charge of sixty percent (60%) of selling price.

**ATS: Bypass Isolation (1600A to 4000A):** Orders cancelled at least five (5) weeks prior to acknowledged ship date from the vendor will be subject to a charge of thirty percent (30%) of selling price. Orders cancelled less than five (5) weeks prior to acknowledged ship date from the vendor will be subject to a charge of sixty percent (60%) of selling price.

**ATS: Service Entrance:** Orders cancelled at least two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of twenty percent (20%) of selling price. Orders cancelled less than two (2) weeks prior to acknowledged ship date from the vendor will be subject to a charge of fifty percent (50%) of selling price.

**Engineered Specials & Standard Accessories:** In the event of order cancellation, once the order has been submitted to Kohler and the order is outside of standard product parameters by Kohler, there will be a charge of fifteen percent (15%) of the selling price plus additional unique parts and engineering charges. Standard accessories cancelled or changed after order acknowledgement are subject to a charge of eight percent (8%) of the value of the accessory or Fifty Dollars (\$50.00) (whichever is greater) plus a charge for unique parts.

Order changes without Kinsley Power Systems' written consent, shall be subject to, in Kinsley's sole discretion, the following:

**Rescheduling Product Shipment Dates:** Requests to extend the acknowledged ship date from the vendor will be considered on an individual basis. The extended date cannot be greater than three months following the original acknowledged ship date, and storage fees will be assessed. Requests for improved shipping dates will be considered on an individual basis subject to availability of material and manufacturing capacity.

**Product Changes:** Requests for factory modifications, on an individual basis, will be reviewed and may be possible if received thirty (30) calendar days prior to production start date. Product change requests to orders within the factory frozen schedule (factory will need to be contacted - frozen schedule varies based on generator, tank and enclosure) will be subject to a Five Hundred Dollar (\$500.00) fee in addition to any product or components deemed as unusable by the factory after the change has taken place. All other requests for modifications, including Switchgear and Engineering Specials that are in production at time of order acknowledgement, will be reviewed on an individual basis and will be subject to availability of material. Any product changes may affect the acknowledged shipping date and the acknowledged price. Product deletions will be subject to the conditions of the cancellation policy.

**Storage Policy:** Products not accepted at acknowledged ship date are subject to a two percent (2%) storage fee per month assessed at time of confirmed ship date. The base date for determination will be the distributor requested shipping date or the Kohler confirmed product availability date, whichever is latest.

**Shipping Policy:** A claim for a shortage or shipment error must be submitted to Kinsley within thirty (30) days of the product invoice date.

**2.6 Return Merchandise:** Electrical parts/components and special orders are not returnable. There will be a minimum of a twenty-five percent (25%) restocking charge on all other parts and equipment returns. All sales are final after ninety (90) days. Prior written authorization is required before returning any merchandise. All merchandise must be returned prepaid to Kinsley's designated outlet, unless otherwise instructed when the authorization is granted. Kinsley reserves the right to deny authorization for return of any items in its sole discretion.

Kinsley reserves the right to refuse unauthorized returns in its sole discretion.

All claims on returned goods must be made within thirty (30) days from shipment and accompanied by receipt on which original delivery was made.

In cases where Kinsley sells a product on an "exchange" basis, a "core charge" is payable by the Customer if an acceptable "core" is not returned to Kinsley, freight prepaid, within thirty (30) days after shipment of the exchange product. Kinsley reserves the right to determine if the "core" is "acceptable" (i.e., reasonably and economically suitable for repair and resale).

**2.7 Force Majeure.** Kinsley shall not be liable in any way for any default or delay due to conditions or contingencies beyond its control, which prevents or interferes with Kinsley or its suppliers or subcontractors making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, weather conditions, floods, droughts and any other condition or contingency affecting Kinsley, its suppliers, or subcontractors; and Kinsley shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event of one or more of such conditions or contingencies. In the event of delay or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as a part of the purchase price.

**2.8 Third Party Vendors.** Kinsley may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Kinsley's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Kinsley will not be responsible for their products or services.

**2.9 Taxes.** In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes

The Energy Solutions Company

# Proposal



and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason of these General Terms and Conditions or any of the services or products purchased from Kinsley. The Customer shall promptly pay Kinsley for any such Taxes paid by Kinsley on behalf of the Customer or which are required to be collected and paid by Kinsley. Kinsley may bill the Customer separately for such Taxes.

**2.10 General:** Any claims for shortages or deductions for erroneous charges must be made in writing within thirty (30) days after receipt of goods or services or shall be deemed waived. All manufacturer's names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.

All clerical errors on the part of Kinsley are subject to corrections.

Prices are subject to change without notice.

Unless otherwise stated, prices are FOB point of manufacture.

Delivery dates may be quoted by Kinsley. Such dates are estimates only and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

**2.11 No Hire Clause.** During the term of any Related Agreement under which Kinsley is providing products or services, and for a period of one (1) year thereafter, neither the Customer nor its affiliates shall: (a) employ or hire, or engage as a consultant or subcontractor, any employee or subcontractor of Kinsley or any of its affiliates, (b) solicit any employee or subcontractor of Kinsley or any of its affiliates to become an employee of, or consultant or subcontractor to Customer or any of its affiliates, or (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions, Kinsley shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or contract with Kinsley or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

**2.12 Governing Law and Jurisdiction.** These General Terms & Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions and conditions of any Related Agreement. All suits under this agreement shall be brought and filed in the State of Connecticut.

**2.13 Assignment and Transfer.** Except as otherwise provided in any Related Agreement, these General Terms and Conditions and any Related Agreement may not be assigned or transferred by Customer, and shall be binding upon and for the benefit of Kinsley and the Customer, as well as the Customer's and Kinsley's respective legal representatives, successors and assigns.

**2.14 Invalid Provisions.** These General Terms and Conditions and any Related Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements, and the remainder of these General Terms and Conditions, or Related Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**2.15 Entire Agreement Modification.** These General Terms and Conditions and any Related Agreements constitute the entire agreement between Kinsley and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations, whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Kinsley and the Customer.

**2.16 Notices.** Any written notice or other written communication to a party under these General Terms & Conditions or any Related Agreement shall be delivered personally, sent by fax, or sent by express carrier for next business day delivery evidenced by a receipt, or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address or fax number set forth at the beginning of the agreement or purchase order in which these General Terms and Conditions are incorporated or such other address or fax number as such party may specify in writing in accordance with these notice provisions.

**2.17 Waiver of Failure to Act.** No failure or delay by Kinsley in exercising any right or remedy under these General Terms and Conditions or a Related Agreement shall be deemed to be a waiver. The waiver by Kinsley in any respect of any right provided for in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

**2.18 Third Party Beneficiaries.** These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Kinsley's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

**2.19 Affiliate.** As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly (by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

**2.20 Security Interest.** Customer hereby grants Kinsley, and Kinsley will retain, a purchase money security interest and lien on any and all equipment, goods or merchandise sold hereunder wherever located, and all replacements or proceeds of the same, until the invoice for the applicable equipment, goods or merchandise is paid in full, including any late charges and costs of collection. Customer consents to Kinsley's use of these General Terms and Conditions, as well as product invoices, as financing statements under the Uniform Commercial Code ("UCC") and to create additional financing statements for protecting this security interest, and appoints Kinsley as Customer's agent for any necessary signatures on such filings and hereby authorizes Kinsley, at Customer's expense, to take such action as may be necessary to perfect and protect Kinsley Power Systems' security interest, including the filing and/or recording of UCC financing statements, and grants Kinsley the right and power of attorney to execute Customer's name thereto. Customer agrees to pay or reimburse Kinsley for any

searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. In the event of a default by Customer of any of its payment obligations hereunder, Kinsley shall be entitled to any of the rights and remedies provided by law. Customer will not change its name, principal place of business, or state of incorporation without Kinsley's prior written consent, and Customer will notify Kinsley in writing of any change in the location of any other place of business prior to making such change, and of the acquisition of any new place of business prior to such acquisition. Customer shall at its expense protect and defend Kinsley's rights against all persons claiming against or through Customer at all times, keeping the equipment, goods or merchandise sold hereunder free from any other legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Kinsley immediate written notice thereof and shall indemnify and hold Kinsley harmless from any loss caused thereby.

**3.0 LIMITED WARRANTY STATEMENT** Kinsley makes no express or implied warranties, including without limitation, implied warranties of merchantability and fitness for a particular purpose, on equipment, parts or devices or any other goods or products sold or rented by Kinsley. The Customer's sole remedy is under the warranty of the manufacturer. At the Customer's request, Kinsley may furnish specific manufacturers' express limited warranty policies. The Customer accepts the goods or products sold "as is" and "with all faults" except only as provided by the warranty of the manufacturer of the goods or products sold.

Kinsley may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Kinsley disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

**SOLE LIMITED WARRANTY BY KINSLEY.** Kinsley warrants that for ninety (90) days beginning on the date of invoice, service labor by Kinsley technicians shall be free from material defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized or performed by Kinsley, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kinsley. This warranty does not cover replacement or repair of materials due to normal wear. Kinsley's responsibility is limited to repair or replacement at its designated facility, and the decision as to location of the repair work shall be made in the sole judgment of Kinsley.

**IN NO EVENT SHALL KINSLEY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FEES OR FINES), EVEN IF KINSLEY HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.**

Kinsley's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract, tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Kinsley, the amount of the fees paid by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Kinsley, the amount of Kinsley's labor services paid by Customer and associated with the product sale.

Kinsley makes no warranties beyond those stated in this warranty statement. Furthermore, no personnel of Kinsley are authorized to make warranties of any nature, orally or otherwise.

**4.0 Indemnification.** Customer shall save harmless, indemnify, and at Kinsley's option, defend Kinsley, and Kinsley's owners, directors, officers, agents, representatives, affiliates and successors and assigns, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising or growing out of or in any way connected with Kinsley's selling, repairing, evaluating, starting up, testing or maintaining equipment or other items or providing other services or products to or for the benefit of Customer or its affiliates, unless it is determined by a court of competent jurisdiction, after expiration of applicable appeal rights, that such matters were directly caused by Kinsley's gross negligence or willful misconduct.

**5.0 Waiver of Subrogation.** Customer and all parties claiming to be related to customer hereby agree to release and discharge Kinsley from all claims and/or liabilities arising from or caused by any casualty or hazard which may arise out of or in connection with activities associated with Kinsley's work on equipment or premises at the request or direction of Customer except as specifically stated herein, and Customer agrees to waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver as may be required by Customers' insurance policies.

**6.0 Acknowledgment.** Customer acknowledges that it engages in the conduct of trade or commerce. Customer acknowledges that this transaction is in a business context and is not for personal services or for personal goods sold or delivered as a consumer.

The Energy Solutions Company

Sent to: TC 2/5/18 KD  
TB, TA, Telephone  
(914) 277-3539

FAX  
(914) 277-3790

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

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

**Efrem Citarella  
Building Inspector**



**MEMO TO:** Rick Morrissey, Town Supervisor

**FROM:** Efrem Citarella, Building Inspector

**RE:** Requests for Proposal and Bid

**DATE:** February 2, 2018

As you know, the boiler at the Police Station and the central AC system at the Parks and Recreation Office are in need of replacement. Permission is being requested to solicit Requests for Proposal for these two projects.

In addition, a suggestion has been made to install ductless split systems on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the Town House that would provide both air conditioning and heat. They are much more energy efficient and quieter than the window units that we currently have. Permission is also being requested to solicit a Request for Bid for this project.



Sent to:  
TB, TA, TC 2/5/18 KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5966  
Fax  
(914) 277-4093

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

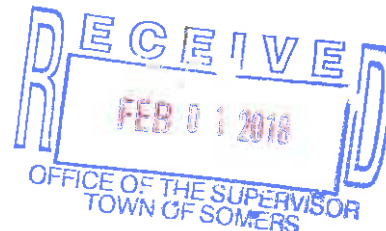
SOMERS TOWN HOUSE  
835 ROUTE 282  
SOMERS, NY 10589  
www.somersny.com

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: January 30, 2018  
To: Director of Finance T10(914)  
From: Wendy Getting  
Senior Office Assistant *WJG*  
RE: **Erosion Control Bond**  
**Somers Crossing – Residential Component**  
TM: 17.15-1-15.1



Attached is a check in the amount of \$24,787 posted by Boniello Land and Realty Ltd., 165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk



Sent to:  
TB, TA, TC 2/5/18  
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5366  
Fax  
(914) 277-4098

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

SOMERS TOWN HOUSE  
365 ROUTE 9W  
SOMERS, NY 10589  
www.somersny.com

Steven Woolfie  
Principal Engineering Technician  
swolfie@somersny.com



Sylvia Dym, AICP  
Town Planner  
sdym@somersny.com

Date: January 30, 2018  
To: Director of Finance T10(914)  
From: Wendy Getting *WJ*  
Senior Office Assistant  
RE: Erosion Control Bond  
Towne Centre at Somers Site Plan  
TM: 17.15-1-13



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Attached is a check in the amount of \$7,194 posted by Urstadt Biddle Properties Inc.,  
321 Railroad Avenue, Greenwich, CT 06830 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk

Sent to:  
TB, TA, TC  
2/5/18  
KD

**STEPHENS, BARONI, REILLY & LEWIS, LLP**

**ATTORNEYS AND COUNSELORS AT LAW**

**ROLAND A. BARONI, JR.  
STEPHEN R. LEWIS**

**COUNSEL  
GERALD D. REILLY  
JOSEPH P. ERIOLE**

**NORTHCOURT BUILDING  
175 MAIN STREET  
WHITE PLAINS, NY 10601  
(914) 761-0300  
(914) 683-5185**

**FAX (914) 761-0995  
E-MAIL: sbri@sbriiaw.com**

**NORTHERN WESTCHESTER OFFICE  
OLD POST ROAD PROFESSIONAL BUILDING  
CROSS RIVER, NEW YORK 10518**

**SERVICE NOT ACCEPTED  
BY FAX OR E-MAIL**

January 30, 2018

**CONFIDENTIAL**

To: Supervisor Rick Morrissey & Town Board

From: Roland A. Baroni, Jr.

Re: Tax Certiorari Settlement

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Subject to your authorization, Teresa Stegner and I have concluded settlement of the following case on the basis as outlined on the attached:

**Somers Pointe Country Club, LLC**

**Tax Map No: 6.13/20/1.23; 6/17/20/1.21; 6.18/10/11; and 6/18/20/1.22**

*[see attached]*

Please consider authorization as follows:

“Authorize the Town’s Attorneys to execute a Consent Order & Judgment in the following matter: HNA Property Holdings, LLC Somers Pointe Country Club, LLC, vs. Town of Somers - Index Nos. 66214-14 et al.”

 Roland A. Baroni, Jr.

RABjr:wf

cc: Patricia Kalba, Town Clerk  
Teresa Stegner, Assessor

ASSESSMENT YEAR:	TAX MAP NO.	ORIGINAL A.V.	REDUCTION	FINAL A.V.
2014	6.13/20/1.23	\$178,700	\$126,114	\$52,586
2014	6.17/20/1.21	\$618,000	\$436,123	\$181,877
2014	6.18/10/11	\$324,500	\$229,006	\$95,494
2014	6.18/20/1.22	\$78,800	\$55,597	\$23,203
		\$1,200,000	\$846,840	\$353,160
ASSESSMENT YEAR:	TAX MAP NO.	ORIGINAL A.V.	REDUCTION	FINAL A.V.
2015	6.13/20/1.23	\$178,700	\$126,637	\$52,063
2015	6.17/20/1.21	\$618,000	\$437,930	\$180,070
2015	6.18/10/11	\$324,500	\$229,955	\$94,545
2015	6.18/20/1.22	\$78,800	\$55,828	\$22,972
		\$1,200,000	\$850,350	\$349,650
ASSESSMENT YEAR:	TAX MAP NO.	ORIGINAL A.V.	REDUCTION	FINAL A.V.
2016	6.13/20/1.23	\$178,700	\$125,431	\$53,269
2016	6.17/20/1.21	\$618,000	\$433,759	\$184,241
2016	6.18/10/11	\$324,500	\$227,764	\$96,736
2016	6.18/20/1.22	\$78,800	\$55,296	\$23,504
		\$1,200,000	\$842,250	\$357,750
ASSESSMENT YEAR:	TAX MAP NO.	ORIGINAL A.V.	REDUCTION	FINAL A.V.
2017	6.13/20/1.23	\$178,700	\$131,536	\$47,164
2017	6.17/20/1.21	\$618,000	\$454,874	\$163,126
2017	6.18/10/11	\$324,500	\$238,851	\$85,649
2017	6.18/20/1.22	\$78,800	\$57,989	\$20,811
		\$1,200,000	\$883,250	\$316,750

Sent to:  
TB, TA, TC 1/30/18  
KD

12/1/2016 1:59 PM      Littering Camera Local Law

A LOCAL LAW to amend Chapter 201 of the Code of the Town of Yorktown entitled "LITTERING," by amending §201-2 entitled "DEFINITIONS" and adding a new §201-10 entitled "RECORDED IMAGES VIOLATIONS"

Be it enacted by the Town Board of the Town of Yorktown as follows:

Section I.      Statement of Authority.

This Local Law is authorized by the New York State Constitution, the provisions of the New York Municipal Home Rule Law, the provisions of the Statute of Local Governments, the relevant provisions of the Town Law of the State of New York, the laws of the Town of Yorktown and the general police power vested with the Town of Yorktown to promote the health, safety and welfare of all residents and property owners in the Town.

Section II.      Chapter 201-2 of the Town Code entitled "LITTERING:DEFINITIONS," is amended to include the following definitions:

**§245-5: DEFINITIONS**

**OWNER.**      Any person, corporation, partnership, firm, agency, association, lessee, or organization who at the time of the notice of violation is issued pursuant to this chapter in which a vehicle is operated:

- (1) is the beneficial or equitable owner of such vehicle; or
- (2) has title to such vehicle; or
- (3) is the registrant or co-registrant of such vehicle which is registered with the department of motor vehicles of this state or any other state, territory, district, province, nation or other jurisdiction; or
- (4) uses such vehicle in its vehicle renting and/or leasing business.

**LESSEE.**      Any person, corporation, firm, partnership, agency, association that rents, bails, leases or contracts, for the use of one or more vehicles and has the exclusive use thereof for any period of time.

**LESSOR.** Any person, corporation, firm, partnership, agency, association or organization engaged in the business of renting or leasing vehicles to any lessee or bailee under a rental agreement, lease or otherwise, wherein the lessee or bailee has the exclusive use of the vehicle for any period of time.

**RECORDED IMAGES.** Images recorded on photographs, microphotographs, videotape, electronic or digital images, or any other medium, showing the front or rear of a vehicle, clearly identifying the registration plate number of the vehicle.

**VEHICLE.** Every vehicle operated or driven upon a public highway which is propelled by any power other than muscular power.

Section III.

Chapter 201 of the Town Code entitled "**LITTERING**," is amended by the addition of a new section §201-10 entitled "**RECORDED IMAGES VIOLATIONS**" to read as follows:

1. Legislative Intent. The Town hereby finds and determines that littering within the Town is a threat to the health, well-being and safety of the residents of the Town. As a result the Town has determined to utilize any permissible technological means available to reduce the incidence of littering. Therefore, the Town has established a policy and procedure set forth in this section to impose liability on the owner of a vehicle in any instance where the image of the operator of such vehicle is captured digitally or otherwise recorded throwing or depositing litter from such vehicle upon any street or other public place within the Town or upon private property.
2. Owner Liability. The owner of a vehicle shall be liable for a civil penalty imposed pursuant to this law if such vehicle is used or operated with the permission of the owner; express or implied, in any instance where a recorded image is obtained showing the operator throwing or depositing litter from such vehicle upon any street or other public place within the Town or upon private property.
3. Notice of Liability. A notice of liability shall be sent by the Town's code enforcement officer by first class mail to each person alleged to be liable as an owner of a vehicle in violation of this section. A notice of liability shall contain the name and address of the person to be liable for the violation as the owner; the registration of the vehicle involved in such violation, the location where the violation occurred, the date and time of such violation. Further, the notice of liability shall advise the person charged of the court having jurisdiction to adjudicate the liability of the violation and the time in which he or she may contest the liability alleged in the notice and that a failure to contest the notice in the manner and time proscribed shall be deemed an admission of liability.
4. Certificate as Prima Facie Evidence. A certificate sworn to or affirmed by the Town's code enforcement officer primarily responsible for enforcing the

provisions of this chapter based upon a review of the recorded images shall be prima facie evidence of the facts contained therein. Any recorded images shall be available for inspection in any proceeding commenced in a court of competent jurisdiction to adjudicate the liability of such violation.

5. Penalties. An owner shall be required to pay to the Town for a violation of this section a monetary civil penalty not to exceed \$500.00 for each violation, in addition to any addition to any other penalties contained in any other provision law. In the event the Town is required to institute legal proceedings in a court of competent jurisdiction to adjudicate the liability of the violation and to recover such civil penalty, upon such adjudication the Town shall be entitled to recover from the owner any and all associated costs and disbursements incurred by the Town, if any, including attorney's fees and interest upon any unpaid civil penalty calculated at the statutory rate.
6. Indemnification. If the owner of a vehicle liable for the civil penalty imposed in accordance with this section was not the operator of the vehicle at the time of violation, the owner may maintain an action for indemnification against the operator for any civil penalties paid as well as any costs, disbursements or attorney's fees assessed against the owner.
7. Defenses.
  - A. An owner shall have a valid defense to an allegation of liability under this section if the vehicle in question had been reported to a police department or agency as stolen prior to the time the violation occurred, and had not been recovered by the time the violation occurred. For the purposes of asserting this defense, it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail to the court having jurisdiction to adjudicate the liability of the violation.
  - B. An owner who is a lessor of a vehicle to which a notice of liability is issued shall not be liable for the violation, provided that he or she sends to the court having jurisdiction to adjudicate the liability of the violation a copy of the rental, lease or other such contract covering such vehicle on the day of the violation, with the name and address of the lessee clearly legible, within 30 days after receiving notice of such violation. Failure to send such information within the 30 days shall render the owner liable for the penalty prescribed in this article. When the lessor complies with the provisions of this subsection, the lessee of such vehicle on the date of the violation shall be deemed to be the owner of such vehicle for the purposes of this article.
  - C. No owner of a vehicle shall be subject to a monetary fine under this article, if the operator of such vehicle was operating the vehicle without the consent of the owner at the time of the violation. However, there shall be a presumption that the operator of such vehicle was operating the vehicle with the consent of the owner at the time the violation occurred.

8. Nothing in this section shall preclude the Town's code enforcement officer or any other law enforcement officer take such other action in connection with violations of any other applicable rules, regulations, statutes or laws.

#### Section IV. Severability.

If any clause, sentence, phrase, paragraph or any part of this local law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this local law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this local law would have been adopted had any such provisions been excluded.

#### Section V. Repeal

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

#### Section VI. Effective Date.

This Local Law shall become effective upon filing in the office of the Secretary of State in accordance with the provisions of the Municipal Home Rule Law.