

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, JANUARY 3, 2019
www.somersny.com**

6:30PM – Executive Session

A. PLEDGE OF ALLEGIANCE:

Immediately Following Organizational Meeting – Work Session

B. PUBLIC HEARING:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

C. PARKS & RECREATION: No additional business.

D. TOWN BOARD:

1. Authorize Supervisor to execute the following for the Preservation League of New York State – Elephant Hotel Building Condition Survey Technical Assistance Grant per memo dated December 11, 2018 from Syrette Dym, Director of Planning:
 - a. Agreement with the Preservation league.
 - b. The letter of Understanding between the Town and Stephen Tilly Architect.
 - c. A check for \$500 from the Town of Somers to Stephen Tilly Architect.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
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2. Authorize the following per December 20, 2018 memo from Steven Ralston, Superintendent of Parks & Recreation:
 - a. Set fee schedule for 2019 programs and services.
 - b. Permission to include Day Camp trip as pre-pay vouchers.
 - c. Supervisor to execute North East Westchester Special Recreation Interagency Agreement for 2019 program year.
3. Request permission to accept the proposal and request the Supervisor to execute the contract with Sport-Tech Acrylics Corp. in the amount of \$19,500.00 for the repair and resurfacing of the Reis Park basketball courts, to be paid from the Recreation fee account per December 19, 2018 memo from Steven Ralston, Superintendent of Parks & Recreation.
4. Request permission to extend the Concession Contract RFP deadline to January 25, 2019 per December 21, 2018 memo from Steven Ralston, Superintendent of Parks & Recreation.

E. FINANCIAL: No additional business.

F. HIGHWAY: No additional business.

G. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (1- 2-year term ending 7/11/2019.)
 - b. Affordable Housing Board (1- 2-year term ending 7/11/2020.)
 - c. Parks and Recreation Board (1 – 3-year term ending 3/9/2019.)
 - d. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
 - e. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)
2. **Terms Expired 12/31/2018:**
 - a. Library Board of Trustees (1 – 4-year term.)
 - b. Planning Board (1 - 7-year term.)
 - c. Zoning Board (1 - 5-year term.)
3. Authorize the reappointment of Mr. Eugene Godenberg to the Somers Planning Board to a seven-year term ending December 31, 2025.

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4. Acknowledge resignation of Mr. Jason Crawford as a member of the Somers Energy Environment Committee effective December 12, 2018.
5. Acknowledge resignation of Ms. Jan Corning as a member of the Somers Planning Board effective December 13, 2018.

H. PLANNING & ENGINEERING: No additional business.

I. POLICE: No additional business.

J. PROPOSED CONSENSUS AGENDA:

1. Authorize the return of the following Bond per December 12, 2018 memo from Steven Woelfle, Principal Engineering Technician.
 - a. \$500.00 Erosion Control Bond (Boniello Land and Realty LTD.)
 - b. \$500.00 Erosion Control Bond (James White)
2. Authorize the return of the following Bond per December 21, 2018 memo from Thomas Chiaverini, Superintendent of Highways.
 - a. \$91.00 Street Opening Bond (Paul Weisenburger)

2019 Calendar

January 3, 2019	7:00pm	Town Board Organizational Meeting Town Board Work Session
January 10, 2019	7:00pm	Town Board Regular Meeting
February 7, 2019	7:00pm	Town Board Work Session
February 14, 2019	7:00pm	Town Board Regular Meeting
March 7, 2019	7:00pm	Town Board Work Session / Regular meeting

Sent to:
TB, TA, TC
12/21/18
KO

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



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

MEMORANDUM

TO: Town of Somers Town Board
FROM: Syrette Dym, Director of Planning
DATE: December 11, 2018
RE: Preservation League of New York State – Elephant Hotel Building Condition Survey Technical Assistance Grant

The Town of Somers is in receipt of a Technical Assistance Grant from the Preservation League of New York State to undertake an updated building condition survey for the Elephant Hotel that will document conditions of the basement of the building. The survey work will be undertaken by Stephen Tilly Architect of Dobbs Ferry, a firm highly regarded in the field of historic preservation.

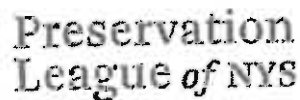
Stephen Tilly Architect has submitted a Scope of Work dated December 6, 2018 which outlines the work his firm will perform for a total compensation of \$3,500. This report will be completed within six months of the grant award. The Town's financial responsibility is the \$500 match with the \$3,000 to be paid by the Preservation League.

At its meeting of January 10, 2019, the Town Board needs to undertake the following actions:

- Authorize the Supervisor to sign the agreement with the Preservation League
- Authorize the Supervisor to execute the Letter of Understanding between the Town and Stephen Tilly Architect
- Authorize execution of a check for \$500 from the Town to Stephen Tilly Architect

Once this report is completed and accepted by the Preservation League, the Town will be in a position to apply for additional grants for either further building condition updates and/or grants for building improvements.

Z:\PE\General files\Grants\Elephant Hotel\2018 Application Preservation League\Contract Execution\Cover Letter to Town Board 12-11-18.docx



1. The grant will be used as support for costs associated with the completion of a Building Condition Survey for the Town of Somers.
2. The work will be completed by Stephen Tilly Architects, who will serve as the consultant to the Town of Somers.
3. The project will be completed in accordance with the Secretary of the Interior's Standards for Rehabilitation.
4. The final product will be a Building Condition Survey, including supporting documentation.
5. The Town of Somers will submit a copy of the final product no later than six months from the date of contract signature.
6. The Town of Somers will notify the Preservation League of any changes to the project prior to the commencement of work. Any changes to the scope, consultant or timetable will require the prior approval of the Preservation League.
7. Use the following language when crediting the grant in print: *The Technical Assistance Grant Program is made possible by the New York State Council on the Arts with the support of Governor Andrew Cuomo and the New York State Legislature. Generous additional support for this project has been provided by the Hudson River Valley National Heritage Area.* The consultant must be notified of this requirement.

Please sign and return a copy of the following:

1. Counter-signed copy of this agreement. Return copy to the Preservation League and retain the original for your files.
2. A copy of your contract or letter of understanding between your organization and your consultant.
3. A copy of your organization's check of \$500 made out to your consultant.

Failure to respond within 30 days may cause the award to be withdrawn.

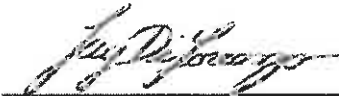
Upon our receipt of the above and following NYSCA's release of funds to the Preservation League, we will issue a check for the grant amount and mail it directly to you.

The Preservation League will issue a media release announcing this grant when we have received all the above required documents from you.

We will provide your group with a copy of the media release and ask that you use it in making the official announcement of your award. Please wait until you have received our official press notification before publicizing your grant award. Once that has happened, please send copies of and links to any articles about this project (including your own newsletter and website).

On behalf of the Preservation League, I send our best wishes and congratulations.

Sincerely,



Jay DiLorenzo, President
Preservation League of New York State

Rick Morrissey, Supervisor
Town of Somers

November 2, 2018

(date)

(date)

Sent to:
TB, TA, TC
12/21/18
KW

Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

Email: parks@somersny.com

WEB: www.somersny.com



Steven Ralston
Superintendent



December 20, 2018

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to adopt the attached 2019 fee schedule for programs and services.

Request permission to include Day Camp trip vouchers on the pre-pay list.

Request permission for the Supervisor to execute the 2019 North East Special Recreation Inc. interagency agreement.

C: Director of Finance
Town Clerk
Park Board

PARKS & RECREATION 2019 FEE SCHEDULE

PARK USE

PERMIT	SESSION	DURATION	2018 FEE(S)	2019 FEE(S)	LAST INCREASE
Pavilion Use	Daily	March - November			
• Groups up to 100 people			\$75.00	\$75.00	2017
• Groups larger than 100 people			\$125.00	\$125.00	2017
• Company/Corporate rate			\$200.00	\$200.00	2017
• Security Deposit			\$150.00	\$150.00	2010
Includes Pavilion Key					
Recreation Center	Daily	January - December	\$0.00	\$0.00	N/A
Pony/JR/Softball Field Lights	Hourly	April – November	\$125.00	\$125.00	N/A
for non-sanctioned teams					
Dog Park	Yearly	January 1 December 31	\$40.00 resident \$25.00 after July 1 \$100.00 non- resident	\$40.00 resident \$25.00 after July 1 \$100.00 non- resident	2014

CAMPS

PROGRAM	SESSION	DURATION	2018 FEE(S)	2019 FEE(S)	LAST INCREASE
Day Camp K-6	Summer	6 wks	\$625.00, 3/6-5/28	\$625.00, 4/2-5/6	2017
			\$675.00 after 5/28	\$675.00 after 5/6	2017
Day Camp PK	Summer	6 wks	\$325.00 ½ Day 3/6-5/28	\$325.00 ½ Day 3/6-5/28	2017
			\$375.00 after 5/28	\$375.00 after 5/6	2017
• Extended Day PK-6	Summer	8-9 a.m.	\$130.00	\$135.00	2011
• Extended Day K-6	Summer	3-6 p.m.	\$210.00	\$215.00	2011
Additional T-shirt	Summer		\$10.00	\$10.00	2017
All Camps					
Teen Travel	Summer	6 weeks	Three two-week sessions \$520.00 per session	Three two-week sessions \$525.00 per session	2017
Tennis	Summer	1 week - 5, 1 hr lessons	\$90.00	\$90.00	2017
Summer Camps, run by outside organizations.	Summer	1-2 weeks	20% of total gross registration fee	20% of total gross registration fee	N/A
SYSO Sports Camps	Weekly	Seasonal	20% of total gross registration fee	20% of total gross registration fee	N/A

YOUTH PROGRAMS

PROGRAM	SESSION	DURATION	2018 FEE(S)	2019 FEE(S)	LAST INCREASE
After School/Pre School Instructional	Spring, Fall, Winter	6/7 - 1-1 1/2 hr classes	\$65.00-\$125.00	\$65.00-\$150.00	2013
After School/Pre School Instructional	Spring, Fall, Winter	6/7 - 1-1 1/2 hr classes	20% of total gross registration fee	20% of total gross registration fee	N/A
Tennis Lessons	Spring & Fall	5 - 1 hr lessons	\$90.00	\$90.00	2017

ADULT PROGRAMS

PROGRAM	SESSION	DURATION	2018 FEE(S)	2019 FEE(S)	LAST INCREASE
Basketball	Spring, Fall, Winter	1.5hr/wk, Oct- May	\$85.00	\$85.00	2018
Tennis Lessons	Spring & Fall	5 - 1 1/2 hr lessons	\$95.00	\$95.00	2017
Women's Tennis Team	Spring	12 weeks	\$30.00	\$30.00	2017
Men's Softball	Spring-Fall	24 games	\$1,300 team	\$1,300 team	2015
Programs run by outside organizations.	Summer	4-8 weeks	20% of total gross registration fee	20% of total gross registration fee	N/A

NORTH EAST WESTCHESTER SPECIAL RECREATION, INC.

INTERAGENCY AGREEMENT

This agreement made on the (1st.) day of (January), (2019), by and between North East Westchester Special Recreation Inc., a NFPC organized pursuant to laws of State of New York and the Town of Mount Pleasant, a municipal corporation of the State of New York, the Town of New Castle, a municipal corporation of the State of New York, the Town of Bedford, a municipal corporation of the State of New York, the Town of Somers, a municipal corporation of the State of New York, the Town of Lewisboro, a municipal corporation of the State of New York, the Town of North Castle, a municipal corporation of the State of New York, the Village-Town of Mount Kisco, a municipal corporation of the State of New York, the Village of Sleepy Hollow, a municipal corporation of the State of New York, the Village of Pleasantville, a municipal Corporation of the State of New York, The Town of North Salem, a municipal corporation of the State of New York, The Town of Pound Ridge, a municipal corporation of the State of New York, The Village of Briarcliff Manor, a municipal Corporation of the State of New York; shall enable said municipalities the opportunity to provide a collective program of Therapeutic Recreation services for individuals with disabilities through participation in (North East Westchester Special Recreation Inc.)

Now, therefore, the parties hereto agree as follows:

- FIRST:** The parties shall jointly operate a therapeutic recreation program for individuals with disabilities residing or domiciled within the corporation limits of their respective municipalities irrespective of age or degree of the disabling condition.
- SECOND:** The program shall be funded through each municipality in accordance with a schedule of fees attached hereto and made part hereof establishing respective local shares which shall be in addition to any third party sources of funding. Additionally, the parties agree to help with fund raising events in support of North East Westchester Special Recreation Inc. Said local share shall be paid to North East Westchester Special Recreation in two installments; the first before the last day of February, and the second on the last day of July in any calendar year in which this agreement shall be operative.

- THIRD: The substantive program policy shall be the joint responsibility of all the parties; but shall be carried out administratively by North East Westchester Special Recreation, Inc.; in the manner as any other programs for which said municipality would otherwise individually be responsible. Administrative services include, but are not limited to, accounting, payroll, legal, personnel, insurance, and risk management. In addition, the agency on behalf of the program may apply and receive grants and other third party sources of revenue and may further enter into agreements on behalf of the program with other governmental agencies and non-profit organizations providing full or partial support of any program or activity to be provided hereunder.
- FOURTH: The Board of Directors, consisting of the Recreation Department Chief Administrator from each of the parties shall have policy making power for the program and which shall further have the power to adopt rules, regulations and procedures for the governing of the program affairs in a manner consistent herewith.
- FIFTH: North East Westchester Special Recreation shall procure and maintain liability insurance at its own cost and expense relating to all activities sponsored by and performed by the program, which insurance shall protect the interest of the parties hereto as named insured. Members of the North East Board of Directors shall be indemnified should suit be brought against them. A copy of the insurance coverage is submitted herewith naming North East Westchester Special Recreation, Inc. as the insured party to the benefit of the individual municipality.
- SIXTH: The chief fiscal officer of North East Westchester Special Recreation shall be the Treasurer.
- SEVENTH: Programs shall be held throughout the participating municipalities, utilizing existing community facilities.
- EIGHTH: North East Westchester Special Recreation shall provide services for residents of participating communities and will accommodate non-resident participants in accordance with agency guidelines currently enforced.
- NINTH: This agreement shall be effective for the calendar year and upon

further agreement of the parties, may be amended and/or extended from year to year thereafter.

TENTH: This Agreement may be executed by the separate signatures of the parties hereto on any number of counterpart copies hereof, and each of said executed copies shall become effective when so executed by North East Westchester Special Recreation, Inc. and each particular municipality, and only after all of the municipalities to this Interagency Agreement have been signed, which would then bind all parties thereto. Each counterpart signed copy shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date appearing next to their signature below.

NORTH EAST WESTCHESTER
SPECIAL RECREATION INC.

1/1/2019
Date

By: _____

Ellie Arnemann

Title: Executive Director

Municipality/Town/Village of: _____

Date

By: _____

Name Printed

Title

2019
Municipal Match Contributions

	2019	2019	2019
TOTALS	Per Capita	Per Part	Total
Bedford	7,719.92	9,578.24	17,298.16
Briarcliff	3,503.47	4,276.00	7,779.47
Lewisboro	5,527.08	5,815.36	11,342.44
Mt. Kisco	4,843.93	10,946.56	15,790.49
Mt. Pleasant	11,993.38	6,841.60	18,834.98
New Castle	7,824.13	5,966.40	13,810.53
North Castle	5,273.24	1,710.40	6,983.64
Sleepy Hollow	4,395.48	2,736.64	7,132.12
North Salem	2,273.00	1,539.36	3,812.36
Pleasantville	3,125.82	4,447.04	7,572.86
Pound Ridge	2,273.00	3,762.88	6,035.88
Somers	9,100.02	9,578.24	18,678.26
Total	67,852.47	67,218.72	135,071.19

Per Capita: .4453372 (Cost divided by Municipal Population)
Per Participant \$171.04

Sent to TB, TA, TC
12/21/18 KD

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

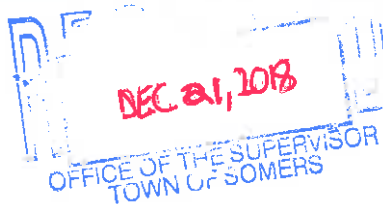
Phone: (914)-232-3441

Fax: (914)-232-8543

Email: parks@somersny.com

Web: www.somersny.com

Steven Ralston
Superintendent



December 19, 2018

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to accept the proposal from and the Supervisor to execute the contract with Sport-Tech Acrylics Corp. in the amount of \$19,500.00 for the repair and resurfacing of the Reis Park basketball courts, to be paid from the Recreation fee account.

C: Park Board
Director of Finance
Town Clerk
Town Attorney

BASKETBALL COURT REPAIR CONTRACT

THIS AGREEMENT made the ____ day of _____, 2019, 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

Sport-Tech Acrylics Corp.
410 Route 22
Brewster, NY 10509

Hereinafter referred to as the "Contractor".

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of Repair and Resurfacing of two (2) all weather basketball courts in Reis Park, 82 Primrose Street, Katonah, NY 10536, as specifically described in the RFP attached.

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 including all materials, labor, tools, containers and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed in accordance with the Town's specifications and requirements.

3. For the satisfactory performance of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor \$19,500.00. 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 (including supporting documentation) 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 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.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor

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.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service agreement, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

The successful candidate awarded the contract must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

5. The Contractor shall furnish the following insurance as noted in **SCHEDULE A**, required at the time of contract execution.

6. 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.

7. The Town may terminate this Agreement, in whole or in part, upon ten (10) day 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. Upon any

such termination, the Town may pursue such rights and remedies against the Contractor as may be provided by law.

3. 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.

9. 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.

10. 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.

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

TOWN OF SOMERS

By: _____ Date _____
Rick Morrissey, Supervisor

The CONTRACTOR

By: _____ Date _____
Authorized to sign as Contractor

Town Acknowledgment

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

On the _____ day of _____ in the year 2019, 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 2019, 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

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

2. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$1,000,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. The General Liability Insurance policy shall name the Town of Somers as an additional insured using ISO

endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent. Coverage shall be evidenced using Acord 25 (2014/01) including the **ACORD 855 NY (2014/05) addendum**. Policy shall not contain any exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.
- (v) Per project aggregate

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) **Umbrella Liability** with a minimum limit of liability per occurrence of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than \$5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Somers (including its employees and their agents and agencies) it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Somers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Somers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

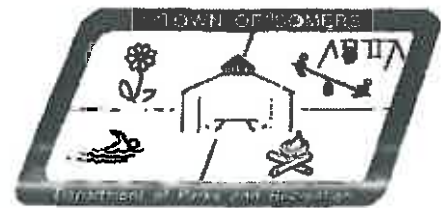
4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of

action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

Sent to:
TB, TA, TC
12/21/18
KD

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

OFF: (914)-232-8441
FAX: (914)-232-8548
Email: Ralston@somersny.com



Steven Ralston
Superintendent

Request For Proposal

The Town of Somers is soliciting proposals for the **Repair and resurfacing of two (2) all weather basketball courts** in Reis Park 82 Primrose Street, Katonah, New York.

Submittals

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Monday, December 10, 2018 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

Scope of Work

The Contractor shall perform the requested work according to manufactures specifications including all materials, labor, tools and equipment to the following Town buildings, as follows:

CRACK REPAIR & RESURFACING OF TWO (2) ALL-WEATHER BASKETBALL COURT(S) -- Total area comprises approximately (747) Square Yards.

1. Thoroughly air blow and clean the entire surface.
2. Thoroughly scrape, by hand scraper, power washing machine and remove all loose surfacing material. Clean thoroughly and apply LAYKOLD ACRYLIC TACK COAT. Shim with multiple applications of LAYKOLD ACRYLIC DEEP PATCH CRACK AND LEVELING BINDER until patch is smooth.
3. Rout, air blow and clean and total of approx. (220) lineal feet of existing structural cracks on court surface and next to Aco Drains and concrete edges. Fill to refusal with LAYKOLD DEEP PATCH ACRYLIC CRACK AND LEVELING BINDER. Overlay all structural crack repairs with ARMOR CRACK REPAIR SYSTEM. Make any necessary asphalt repairs under the baskets.
4. Furnish and apply one (1) coat(s) of LAYKOLD ACRYLIC RESURFACER to peeled areas and then one (1) coat(s) to entire court area.
5. Furnish and apply two (2) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (Dark Green) inbound and (Red) keys.
6. Layout and hand paint two (2) set(s) of basketball playing lines, as per existing layout, as per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXTURED WHITE LINE PAINT.

Inspection

Personal inspection of the conditions of the work and the work site will be necessary to obtain information to prepare the proposal. No allowance will be made for any claim that a proposal was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. Please contact Steve Ralston, Superintendent of Parks & Recreation at 914-232-8441, to schedule an appointment.

Work Schedule

The project shall commence in the spring of 2019 and be completed within a reasonable time of the request.

Work area

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. The contractor shall provide and place a safety fence as may be necessary to protect the public using the courts. Upon completion of the work all construction material will be removed from the premises promptly by the contractor.

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. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the proposal.

Warranty

- a. The Contractor warrants to the Owner that materials furnished under the contract will be of good quality and new. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.
- b. A Manufacturer's warranty will be submitted to the Town at the completion of the work.
- c. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than two (2) 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 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.

Affirmative Action

Contractors must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

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.

Wage and Hour Provisions

This is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

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.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service agreement, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Required Insurance

As specified in Schedule A attached.

References

A minimum of three (3) references must be submitted with all proposals.

Payment

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 (including supporting documentation) to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

Request For Proposal

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the proposal for the **Repair and resurfacing of two (2) all weather basketball courts in Reis Park 82 Primrose Street, Katonah, New York.**

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Monday, December 10, 2018 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589

Cost of Materials: \$ 7,000.⁰⁰

Cost of Labor: \$ 12,500.⁰⁰

Incidentals: \$ 0

Please list Incidentals

N/A

Total Cost: \$ 19,500.⁰⁰

Nineteen thousand five hundred dollars and zero cents (\$19,500.⁰⁰)
(written in numbers)

Nineteen thousand five hundred dollars and zero cents.
(written in words)

Project Start Date Spring 2019

Project Completion Date 2 weeks after start date, weather permitting

Company Name Sport-Tech Acrylics Corp

License # EIN: 92-4254940 Westchester Cty: WC-30459-118

Mailing Address 410 Route 22 Brewster, NY 10509

Telephone # 914.232.1640

Facsimile 914.232.1802

Email medgerton@sporttechaerlynics.com

Contact name Mike Edgerton

Title President

Signature Mike Edgerton

Dated December 5, 2018

Non-Collusive Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

A. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

B. A Proposal shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Proposal, does not constitute, without more, a disclosure within the meaning of Section A (1).

Sport-Tech Acrylics Corp.
Legal Name of Person, Firm or Corporation

410 Route 22

Brewster, NY 10509
Address of Person, Firm or Corporation

Signature: Mike Edgerton

Print Name & Title: Mike Edgerton Dated: December 5, 2018
President

Statement of Qualifications

1. The following is a list of places where the Contractor has performed work of similar character and magnitude, together with references:

Description of Work	Cost	Name and Phone of
<u>Location & Date of Completion</u>	<u>(Approximate)</u>	<u>Engineer or Owner</u>
a. State University of NY - New Paltz - 8/2013 Various Parks	\$80,950.00	Clayton Nock - 845-257-3276 Grassroots Land Mgmt.
b. Town of Bedford - 10/2013 Various Parks	\$91,200.00	William Hildebrink - 914.666.7001 Superintendent of Recreation & Parks
c. Town of Chaghtown - 7/2013 Various Parks	\$40,160.00	Arie Gordon - 845-359-6503 Superintendent of Recreation
d. Town of Ramapo - 10/2013 ATV Park	\$81,750.00	Michelle Antosca - 845-357-6100 Director, Parks & Rec.
e. Town of Greenburgh - 10/2013	\$12,900.00	Gerald Byrne - 914-959-1800 Commissioner, Parks & Rec.

2. The full names and places of residences of all officers and principals in the Proposal entity of the foregoing proposal are as follows:

Name <u>Michael Edgerton</u>	Address <u>34 Rocky Hill Road, New Fairfield, CT 06812</u>
Name <u>Eric Pugliese</u>	Address <u>139 Mitchell Road, Somers, NY 10589</u>
Name <u>Robert Tranchida</u>	Address <u>14 Scotts Lane, South Salem, NY 10590</u>

3. A minimum of three (3) references including contact name and phone number must be submitted with the Proposal.

- Town of Bedford William Hildebrink 914.666.8994 (direct)
- Town of Carmel James Gulenist 845.628.7888
- Town of Lewisboro Dana Mayheim 914.232.6162

Sent to:
TB, TA, TC
12/21/18

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

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent

December 21, 2018



To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to extend the Concession Contract RFP deadline to January 25, 2019.

C: Park Board
Director of Finance
Town Clerk
Town Attorney

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

**Steven Ralston
Superintendent**

**Ph: 914 232-8441
Fax: 914 232-8548
Email: Parks@somersny.com
Web: www.somersny.com**



INVITATION TO SUBMIT PROPOSALS FOR THE PROVISION OF

Concessions operation in Reis Park, 82 Primrose Street, Katonah NY 10536, along with the right to the exclusive sale of all food and beverage in the Town of Somers Parks.

Interested parties may obtain the complete Request for Proposals ("RFP"), by contacting the Superintendent of Parks and Recreation at 914-232-8441. Monday – Friday, 8:00 a.m. – 3:30 p.m.

Proposals will be received in person at the office of the Town Clerk, Monday – Friday, 9:00 a.m. – 4:00 p.m. or by mail to Somers Town Clerk, 335 Route 202 Somers, NY 10589 until 4:00 p.m. Friday, January 25, 2019.

NORTH EAST WESTCHESTER SPECIAL RECREATION, INC.

INTERAGENCY AGREEMENT

This agreement made on the (1st.) day of (January), (2019), by and between North East Westchester Special Recreation Inc., a NFPC organized pursuant to laws of State of New York and the Town of Mount Pleasant, a municipal corporation of the State of New York, the Town of New Castle, a municipal corporation of the State of New York, the Town of Bedford, a municipal corporation of the State of New York, the Town of Somers, a municipal corporation of the State of New York, the Town of Lewisboro, a municipal corporation of the State of New York, the Town of North Castle, a municipal corporation of the State of New York, the Village-Town of Mount Kisco, a municipal corporation of the State of New York, the Village of Sleepy Hollow, a municipal corporation of the State of New York, the Village of Pleasantville, a municipal Corporation of the State of New York, The Town of North Salem, a municipal corporation of the State of New York, The Town of Pound Ridge, a municipal corporation of the State of New York, The Village of Briarcliff Manor, a municipal Corporation of the State of New York; shall enable said municipalities the opportunity to provide a collective program of Therapeutic Recreation services for individuals with disabilities through participation in (North East Westchester Special Recreation Inc.)

Now, therefore, the parties hereto agree as follows:

- FIRST:** The parties shall jointly operate a therapeutic recreation program for individuals with disabilities residing or domiciled within the corporation limits of their respective municipalities irrespective of age or degree of the disabling condition.
- SECOND:** The program shall be funded through each municipality in accordance with a schedule of fees attached hereto and made part hereof establishing respective local shares which shall be in addition to any third party sources of funding. Additionally, the parties agree to help with fund raising events in support of North East Westchester Special Recreation Inc. Said local share shall be paid to North East Westchester Special Recreation in two installments; the first before the last day of February, and the second on the last day of July in any calendar year in which this agreement shall be operative.

- THIRD:** The substantive program policy shall be the joint responsibility of all the parties; but shall be carried out administratively by North East Westchester Special Recreation, Inc.; in the manner as any other programs for which said municipality would otherwise individually be responsible. Administrative services include, but are not limited to, accounting, payroll, legal, personnel, insurance, and risk management. In addition, the agency on behalf of the program may apply and receive grants and other third party sources of revenue and may further enter into agreements on behalf of the program with other governmental agencies and non-profit organizations providing full or partial support of any program or activity to be provided hereunder.
- FOURTH:** The Board of Directors, consisting of the Recreation Department Chief Administrator from each of the parties shall have policy making power for the program and which shall further have the power to adopt rules, regulations and procedures for the governing of the program affairs in a manner consistent herewith.
- FIFTH:** North East Westchester Special Recreation shall procure and maintain liability insurance at its own cost and expense relating to all activities sponsored by and performed by the program, which insurance shall protect the interest of the parties hereto as named insured. Members of the North East Board of Directors shall be indemnified should suit be brought against them. A copy of the insurance coverage is submitted herewith naming North East Westchester Special Recreation, Inc. as the insured party to the benefit of the individual municipality.
- SIXTH:** The chief fiscal officer of North East Westchester Special Recreation shall be the Treasurer.
- SEVENTH:** Programs shall be held throughout the participating municipalities, utilizing existing community facilities.
- EIGHTH:** North East Westchester Special Recreation shall provide services for residents of participating communities and will accommodate non-resident participants in accordance with agency guidelines currently enforced.
- NINTH:** This agreement shall be effective for the calendar year and upon

further agreement of the parties, may be amended and/or extended from year to year thereafter.

TENTH: This Agreement may be executed by the separate signatures of the parties hereto on any number of counterpart copies hereof, and each of said executed copies shall become effective when so executed by North East Westchester Special Recreation, Inc. and each particular municipality, and only after all of the municipalities to this Interagency Agreement have been signed, which would then bind all parties thereto. Each counterpart signed copy shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date appearing next to their signature below.

NORTH EAST WESTCHESTER
SPECIAL RECREATION INC.

1/1/2019
Date

By: _____

Ellie Arnemann

Title: Executive Director

Municipality/Town/Village of: _____

Date

By: _____

Name Printed

Title

2019
Municipal Match Contributions

	2019	2019	2019
TOTALS	Per Capita	Per Part	Total
Bedford	7,719.92	9,578.24	17,298.16
Briarcliff	3,503.47	4,276.00	7,779.47
Lewisboro	5,527.08	5,815.36	11,342.44
Mt. Kisco	4,843.93	10,948.56	15,790.49
Mt. Pleasant	11,993.38	6,841.60	18,834.98
New Castle	7,824.13	5,986.40	13,810.53
North Castle	5,273.24	1,710.40	6,983.64
Sleepy Hollow	4,395.48	2,736.64	7,132.12
North Salem	2,273.00	1,539.36	3,812.36
Pleasantville	3,125.82	4,447.04	7,572.86
Pound Ridge	2,273.00	3,762.88	6,035.88
Somers	9,100.02	9,578.24	18,678.26
Total	67,852.47	67,218.72	135,071.19

Per Capita: .4453372 (Cost divided by Municipal Population)
Per Participant \$171.04

Sent to:
TB, TA, TC
12/21/18

Rick Morrissey

KD

From: Hannah & Gene Golden erg
Sent: Thursday, December 20, 2018 10:07 AM
To: Rick Morrissey
Subject: Planning board

December 20, 2018 Dear Rick,

Thank you so much for your kind words of December 13, 2018. It was Indeed my pleasure to serve on the Planning Board of Somers. It was a most worthwhile experience that helped me to truly love the beautiful town I live in. I would like to continue in this capacity.

May I wish you and your family a very Merry Christmas and a Happy and Healthy New Year.

Sincerely ,
Gene Goldenberg

S

Sent to:
TB, TA, TC
12/21/18 Kim DeLucia

KD

From: Denise Schirmer
Sent: Wednesday, December 12, 2018 9:16 AM
To: Kim DeLucia
Subject: Resignation - Jason Crawford from Somers Energy Environment Committee

Hello Don, Denise,

As you know, I've moved to Seattle, so I will regretfully have to resign from the SEEC. I wish much success for the committee.

Thanks for all you do.

And happy holidays.

Jason.

Sent to:
TB, TA, TC
12/21/18
KD

Jan V. Corning

December 13, 2018

Ms. Syrette Dim
Somers Planning Department
335 Route 202
Somers, NY 10589

Dear Syrette;

It is with great sadness that I submit my formal resignation from the Planning Board. As you know, we are relocating to another part of the state and I cannot continue. I wish you, and the rest of the board well as you continue with this important work.

Regards,



Jan Corning

Sent to:
TB, TA, TC
12/13/18
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4053

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
535 ROUTE 292
SOMERS, NY 10589
www.somersny.com

Steven Woolfe
Principal Engineering Technician
swolfe@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: December 12, 2018
To: Town Board
From: Steven Woolfe *SW*
Principal Engineering Technician
RE: Gus Boniello and Boniello Land and Realty, LLC Steep Slope/Tree
Permit #AST2005-02
TM: 58.08-1-11
Release of Erosion Control Bonds
Checks received January 7, 2005

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

Please return to:

Boniello Land and Realty LTD.
165 Waccabuc Road
Goldens Bridge, NY 10526

SW/wg

cc: Town Clerk
Director of Finance
Boniello Land and Realty LTD.

Sent to:
TB, TA, TC
12/12/18
KD

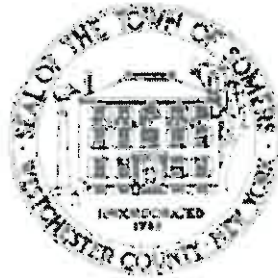
PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589
WWW.SOMERSNY.COM

Telephone
(914) 277-5500
Fax
(914) 277-4092

Steven Woolfe
Principal Engineering Technician
swolfe@somersny.com



Sylvia Dean, AICP
Town Planner
sylvia@somersny.com

DATE: December 11, 2018

TO: Town Board

Steven Woolfe
Principal Engineering Technician

RE:

RE:

This office tried to contact Mr. and Mrs. White a number of times with regards to the return of their Erosion Control Bond and there was no response. Therefore, the Town Board authorized the Erosion Control Bond be transferred to the General Fund by Town Board resolution dated October 22, 2013.

However, on December 10, 2018, Mr. James White requested the return of his Erosion Control Bond. Therefore, this office has no objection to the return of the Erosion Control Bond in the amount of \$500.00.

Please return to:

James White

SW/wg

cc: Town Clerk
Director of Finance
James White

Highway Department

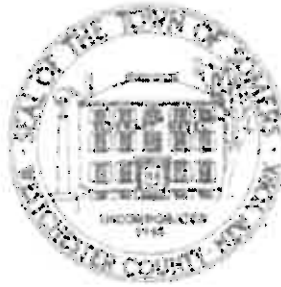
TELEPHONE
(914) 232-4343
FAX
(914) 232-0190

Town of Somers
WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

THOMAS E. CHIAVERINI
Superintendent of Highways

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



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT OF HIGHWAYS

RE: RELEASE OF THE STREET OPENING BOND

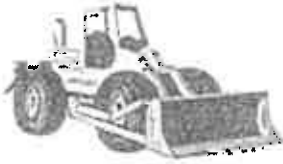
DATE: DECEMBER 21, 2018

After final inspection of street opening located on 37 Crest Dr, Yorktown NY
I recommend release of bond in the amount of \$91.00 to Paul Weisenburger
85 Fairwater Ave., Massapequa, NY 11758

THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

cc: Director of Finance
Town Clerk

TOWN OF SOMERS
HIGHWAY DEPARTMENT
TOWN HIGHWAY WORK PERMIT # 820-17



Date 5/25/17

Thomas E. Chigvorini
Superintendent of Highways

Louis Nuto
Deputy Superintendent of Highways

Job Address 17 Crest Drive

Section 16.10 Sheet 1 of 1

Owner's Name Paul Weisenburger Contractor Paul Weisenburger

Address 17 Crest Drive

City/Town/Village Massapequa City/Town/Village Massapequa

State & Zip NY 11758 State & Zip NY 11758

Phone 516-222-2222 Phone 516-222-2222

Emergency Number 516-222-2222 Emergency Number 516-222-2222

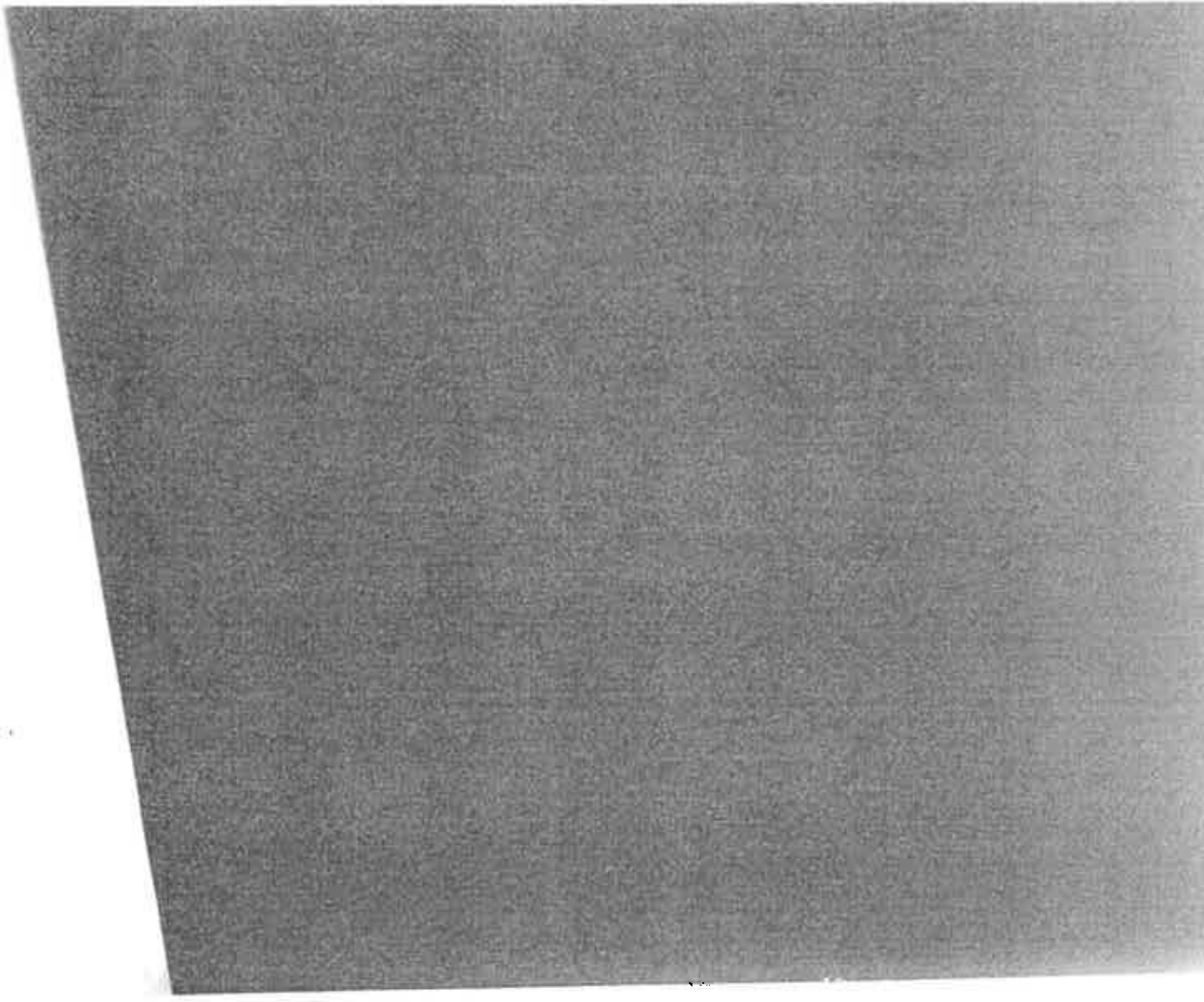
Issued By Thomas E. Chigvorini Date 5/25/17

Bond Release Process

First Inspection By Thomas E. Chigvorini Date 12/21/17

Second Inspection By Thomas E. Chigvorini Date 12/21/17

Third Inspection By Thomas E. Chigvorini Date 12/21/17



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