

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, FEBRUARY 7, 2019  
[www.somersny.com](http://www.somersny.com)**

---

**A. PLEDGE OF ALLEGIANCE:**

7:00pm – Work Session

**B. PUBLIC HEARING:**

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

**C. PARKS & RECREATION:**

1. Authorize the following per January 29, 2019, January 30, 2019, and January 31, 2019 memos from Steven Ralston, Superintendent of Parks and Recreation:
  - a. Execute the Concession Agreement with O'Neill's Concessions.
  - b. Permission to go to bid for Summer Camps Trip Transportation.
  - c. Permission to replace the 2006 Chevy pickup with a dump bed truck from the County Contract not to exceed \$57,000.

**D. TOWN BOARD:**

1. Westchester Power Presentation – Dan Welsh, Program Director
2. Authorize the Supervisor to execute the Community Choice Aggregation MOA with Sustainable Westchester, Inc. and the ESA in due course, subject to further review and comment by the Town's Attorney.

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

---

3. Update on Town's Sewer Projects and Discussion on Path Forward – Mr. Joe Barbagallo, Town Engineer, Woodard & Curran
4. Marijuana Legalization vs. Prohibition of Marijuana Sales in the Town's NS Zones – Discussion
5. Consideration of Amendment #2 to Somers Crossing Community Benefits Agreement Relative to Sidewalks to Be Constructed Prior to Issuance of Certificate of Occupancy for DeCicco's - Discussion
6. Authorize Supervisor to execute the following for the Petition for the Extension of Heritage Hills Sewer Works to include the boundaries of the Urstadt Biddle Properties Inc. known as the Towne Center at Somers per letter dated January 25, 2019 from Zarin & Steinmetz:
  - a. Accept the petition.
  - b. Declare the Town Board's intent to act as Lead Agency for the purposes of the review pursuant to the New York State Environmental Quality Review Act.
  - c. Schedule a Public hearing before the Town Board in connection with the Application.
  - d. Refer the Application to the Planning Board for concurrent review of the Site Plan and other approvals required to facilitate the construction of the necessary infrastructure.
7. Authorize Waiver of 30-day Advance Notice for Somers Pointe Restaurant & Catering, LLC.

**E. FINANCIAL:**

1. Authorize the following per January 3, 2019 memo from Robert Kehoe, Director of Finance:
  - a. The adoption of 2018 Highway paving budget to be funded by the General Fund Capital Project Fund Balance.
  - b. The adoption of the Solar Panel project at the Highway Department to be funded by the \$100,000 SAM Grant.

**F. HIGHWAY:** No additional business.

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

---

**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. Library Board of Trustees (1 – 4-year term ending 12/31/2022.)
- d. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
- e. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)
- f. Planning Board (1 – 7-year term ending 12/31/2021.)

**2. Upcoming Vacancies - Terms Expiring in 2019:**

- a. Parks and Recreation Board (2 – 3-year terms ending 3/9/2019.)
3. Authorize the reappointment of Ms. Laura M. Parisi to the Somers Library Board of Trustees to a four-year term ending December 31, 2022.
4. Authorize the hiring of Mr. Michael Reape probationary as a part-time Assistant Building Inspector to work no more than 17 hours a week per memo dated January 15, 2019 from Thomas J. Tooma Jr., Building Inspector at an hourly salary of \$36.97 effective January 15, 2019.
5. Authorize the hiring of the previously appointed Mr. Dennis Droган contingent-permanent as a full-time Assistant Building Inspector per memo dated January 15, 2019 from Thomas J. Tooma Jr., Building Inspector at an annual salary of \$70,194.00 effective January 24, 2019.
6. Authorize the following actions per memo dated January 23, 2019 from Rick Morrissey, Town Supervisor:
- a. Rescind April 5, 2018 resolution authorizing the promotion of Mr. John LaGrange from Maintenance Laborer Part-time to Maintenance Laborer Full-time.
  - b. Authorize the hiring of Mr. John LaGrange probationary as a Laborer Part-time in the Parks & Recreation and Water & Sewer Departments at an hourly rate of \$13.00 effective October 21, 2017.
  - c. Authorize the promotion of Mr. John LaGrange probationary as a Park Groundskeeper Full-time, Grade 4, Step 1 at an annual salary of \$41,728.00 effective April 4, 2018.

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

**SOMERS TOWN BOARD  
WORK SESSION 7:00PM  
THURSDAY, FEBRUARY 7, 2019  
[www.somersny.com](http://www.somersny.com)**

---

**I. POLICE:** No additional business.

**J. PROPOSED CONSENSUS AGENDA:**

1. Accept the following Erosion Control Bonds:
  - a. \$300.00 Erosion Control Bond Immediato Wetland Permit –  
TM: 16.06-3-30
  - b. \$500.00 Erosion Control Bond McKenna Subdivision –  
TM: 37.15-1-22
2. Authorize the partial refund of application for special use permit renewal for wireless telecommunication facilities per January 14, 2019 memo from Syrette Dym, Director of Planning.
  - a. \$500.00 Special Use Permit Renewal (Snyder&Snyder LLP)
  - b. \$500.00 Special Use Permit Renewal (Snyder&Snyder LLP)
3. Authorize the return of the following Bond per January 18, 2019 memo from Steven Woelfle, Principal Engineering Technician.
  - a. \$100.00 Erosion Control Bond (Jacob Ringer)

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

---

**2019 Calendar**

February 7, 2019	7:00pm	Town Board Work Session
February 14, 2019	7:00pm	Town Board Regular Meeting
		<b>Continuation:</b>
		<b>Public Hearing</b> - Proposed Amendments to Zoning Regulations, Section 170-3 of the Code of the Town of Somers to add that a mature cockerel be defined as when it starts crowing.
		<b>Public Hearing</b> - Proposed Local Law to amend Chapter 135 of the Code of the Town of Somers entitled <u>Property Maintenance</u> by adding Article II, Section 135-8 entitled <u>Regulation of Bamboo</u> .
March 7, 2019	7:00pm	Town Board Work Session / Regular meeting
April 4, 2019	7:00pm	Town Board Work Session
April 11, 2019	7:00pm	Town Board Regular Meeting

Sent to:  
TB, TA, TC  
2/1/19  
KD

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

Phone: (914)-232-8441  
Fax: (914)-232-8548  
Email: [parks@somersny.com](mailto:parks@somersny.com)  
Web: [www.somersny.com](http://www.somersny.com)

**Steven Ralston**  
**Superintendent**



January 29, 2019

To: Town Board

From: Steven Ralston   
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission for Supervisor Morrissey to execute the Concession Agreement with O'Neill's Concessions.

C: Town Clerk  
Director of Finance  
Park Board  
Town Attorney

## **SOMERS CONCESSION AGREEMENT**

**To be completed by the successful candidate only**

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

**O'Neill's Concessions  
2071 Baldwin Road  
Yorktown Heights, NY 10598**

(hereinafter referred to as the "Contractor").

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of: Concession services. NOW, THEREFORE, the Town of Somers and the Contractor, by and for the considerations hereinafter set forth, agree as follows:

The successful candidate will have the exclusive right to operate the concession stand in Reis Park and the exclusive sale of all food and beverage in Somers Parks under the jurisdiction of Town of Somers Department of Parks & Recreation. Exceptions to this right will be determined by the Superintendent of Parks & Recreation when there are events occurring in Town parks by Town groups. A list of these events will be provided to the concessionaire on a yearly basis prior to the beginning of the season. The Contractor shall provide, furnish and perform all of the work specified in the attached proposal including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed.

For the performance of all of the work in accordance with the provisions of this Agreement, the Contractor will pay the Town

Year 1 Ten Thousand Dollars (\$10,000.00)

Year 2 Ten Thousand Two Hundred Dollars (\$10,200.00)

Year 3 Ten Thousand Four Hundred Four Dollars (\$10,404.00)

**REQUIRED Dates and hours of operation:**

**Weekdays:**

- First week in April – Third week in April, 1-6 p.m.
- Fourth Week in April – Third Week in June, 11 a.m. – 9 p.m.
- Last week in June – Last week in August 8 a.m. – 9 p.m.
- First week in September – Third week in November 11 a.m. – 9 p.m.

**Weekends and Holidays:**

- Third week in April – Last week in October, 9 a.m. - 9 p.m.
- First week in November – Last week in November, 11 a.m. – 6 p.m.
- Note: concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.
- Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.

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. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in compliance with this Agreement.

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 as provided herein.

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.

**Contract Termination**

The Town may terminate this Agreement in its sole and exclusive discretion, in whole or in part, upon thirty (30) days notice in writing to the Contractor whenever the Town deems such termination to be in its best interests or, if default, as set forth in default provision of contract,



Contractor shall be held in default of this agreement if:

- a. it shall have failed to pay when due any rent, utility bills or
- b. it or any guarantor of this agreement shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or
- c. Contractor shall have vacated or abandoned the premises for a period of no less than 7 consecutive days.

In the event of such default, Town of Somers may declare the term of this Lease terminated, and may sue to recover said premises by summary proceeding or otherwise. Landlord, further, shall have all rights granted to it under the laws of the state in which the premises are located, including the right, but not the obligation, to re-let the premises.

Additionally, Town of Somers shall have the right to take immediate possession of the premises as a public benefit.

Contractor waives or surrenders any of its rights and privileges which it might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the term hereof after tenant is disposed or ejected therefrom by process of law or under the terms of this agreement. Contractor also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession and of any successor or other law of like import. Town of Somers and tenant waive trial by jury in any action or proceeding and waive any counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this agreement or tenant's use or occupancy of the premises.

#### **Liquidated Damages**

In the event that the concessionaire terminates the concession prior to the completion of the three-season term in violation of this contract, the parties agree that it will be impractical or extremely difficult to fix the amount of the Town's damages. Accordingly, in such event, the concessionaire agrees that it shall be liable to the Town for the full amount payable to the Town under the contract for the full three-year term, less any amount which the concessionaire has actually paid to the Town hereunder, as liquidated damages and not as a penalty

#### **Terms of Payment**

The contract shall provide payment to the Director of Finance equal installments during the contract's effective dates as follows: June 1, July 1, August 1, September 1, October 1, November 1, December 1. A 2% penalty will be added to any late payment and may result in termination of the contract.

This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.

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

**TOWN OF SOMERS**

By: \_\_\_\_\_  
Rick Morrissey, Supervisor

**THE CONTRACTOR**

By: \_\_\_\_\_  
(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 PUBL

**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**

at the sole cost and expense of the concessionaire and shall become property of the Town of Somers immediately upon their completion.

- The Concessionaire shall be directly responsible for purchasing and payment of all utility bills (electric and propane gas.)
- At the end of each season in which this contract is in effect, the concessionaire is to restore and clean the premises and equipment to the condition in which it was found to the satisfaction of the Superintendent of Parks and Recreation. The vent hood shall be professionally cleaned and proof of compliance shall be submitted to the Superintendent of Parks & Recreation. All equipment owned by the concessionaire shall be removed unless the Town agrees to off season storage of equipment only. At the close of the season, concessionaire may make recommendations for changes, additions, etc.
- The Concessionaire agrees to maintain and clean up the park premises within one hundred fifty (150') feet of the location of the concession. The concessionaire must carry all garbage daily or more often as required to the designated dumpster located in the upper Reis lot. No accumulation of garbage will be allowed to accumulate on site.
- All cardboard containers are to be collapsed flat and placed in the appropriate trash/recycling dumpster.
- An authorized representative of the Superintendent of Parks and Recreation may make a daily inspection of the concession stand areas.

#### **Commencement of Work**

**REQUIRED** Dates and hours of operation:

##### **Weekdays:**

- First week in April – Third week in April, 1-6 p.m.
- Fourth Week in April – Third Week in June, 11 a.m. – 9 p.m.
- Last week in June – Last week in August 8 a.m. – 9 p.m.
- First week in September – Third week in November 11 a.m. – 9 p.m.

##### **Weekends and Holidays:**

- Third week in April – Last week in October, 9 a.m. - 9 p.m.
- First week in November – Last week in November, 11 a.m. – 6 p.m.
- Note: concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.
- Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.

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  
2/1/19  
KD

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

Phone: (914)-232-8441  
Fax: (914)-232-8548  
Email: [parks@somersny.com](mailto:parks@somersny.com)  
Web: [www.somersny.com](http://www.somersny.com)

Steven Ralston  
Superintendent



January 30, 2019

To: Town Board

From: Steven Ralston   
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to go to bid for Summer Camps Trip Transportation.

C: Director of Finance  
Town Clerk  
Park Board



## **INSTRUCTION TO BIDDERS**

### **Sealed Bids Requested**

Sealed Bids will be received by the Town Clerk of the Town of Somers, Town House 335 Route 202, Somers, New York 10589 until 10:00 a.m. Tuesday, March 5, 2019 for the Contract entitled: Somers Summer Camps Trip Transportation.

### **Bid Proposal**

The Bid Proposal shall comply with the Bid Documents. All Bids shall be made upon the blank Bid Proposal Form in the Bid Documents, stating the Bid price both in words and in figures. The Bid Proposal shall be signed by the Bidder and include the Bidder's business address. Bids shall be enclosed in a sealed envelope marked as and addressed as follows:

Somers Summer Camps Trip Transportation

Town Clerk  
Town of Somers  
335 Route 202  
Somers, New York 10589

The Bidder shall not remove or submit the Bid Proposal separately from the volume of Bid Documents, but shall submit the Bid Proposal bound in with the complete volume of Bid Documents, including all pages, correctly assembled. Bids not containing all pages of the original Bid Documents may be rejected. Bids which have any omissions, erasures, alterations, additions or items not called for in the Bid Documents, or which contain irregularities of any kind, may be rejected.

The Bid Documents consist of the following: Notice to Bidders; Instruction to Bidders; Bid Specifications; Bid Proposal; Statement of Qualifications; Non-Collusive Bidding Certification and Statement of Equipment.

## **BID SPECIFICATIONS**

The specifications shall be examined by each bidder and should any questions arise with respect to said specifications or the interpretation of any statement therein contained, the bidder shall request the Superintendent of Parks and Recreation to interpret or clarify such provisions. Such request shall likewise be in writing. A copy of this correspondence and the response will be sent to all bidders who have expressed an interest in bidding and have received the specifications.

**Term of Contract**

The contract shall be for a period of six weeks July 1 - August 9, 2019 and may be extended for up to four consecutive summer day camp seasons with a price increase not to exceed the Consumer Price Index upon mutual agreement of both parties.

**Sub-Contractors**

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.

**Scope of Work**

The bidder shall provide buses weekly from July 1 to August 9, 2019 for summer day camp trips as specified in the bid proposal. An exact list of trips, dates, times and number and type of buses will be provided to the successful bidder based on registration for each trip. Several trips will require more than one bus.

**Bus Requirements**

The required school buses shall accommodate at least 44 adults or 66 children and be of a make and type approved by the Division of Education Management of the State Education Department of the State of New York. Air-conditioned buses must be available upon request.

All vehicles must comply with the requirements of the State Education Department of the State of New York, including, but not limited to, Section 3264 of the State Law and the Rules and Regulations of the Commissioner of Education concerning school bus drivers with the Motor Vehicle Laws of the State of New York, regulating transportation of school children, and must have proper maintenance according to the New York State Public Commission Regulations for a Class A operator. If possible, we would like buses assigned to our camps which have retrofitted emissions systems. Any expenses incurred in meeting with these regulations are to be borne by the bus contractor.

Each school bus shall be painted National School Bus Chrome Yellow and shall contain seat belts for the driver and passengers, crossover front mirrors, and any other equipment required by the Education Law. The successful bidder will comply with all new legislation requiring equipment changes during the period of this contract.

Each coach bus shall contain seat belts for the driver and passengers, and any other equipment required by State Law.

In the event of bus break-downs, the contractor will immediately provide a substitute "like" bus or buses to complete the assigned work of the broken vehicle(s).

The Town reserves the right to inspect the buses which the contractor proposes to use, prior to the signing of a formal contract.

### **Safety and Discipline**

1. Only passengers authorized by the Town shall be carried on the bus while it is in operation under the terms of this contract. Unauthorized passengers over whom the driver is acting in the capacity of a babysitter are expressly prohibited.
2. Prior to each daily run, each bus shall be inspected for safety.
3. There shall be no smoking by the driver or passengers while the bus is in operation.
4. Rules affecting Campers
  - a. Drivers shall not allow children to enter or leave the bus while it is motion.
  - b. Drivers are held responsible for reasonable behavior of children in transit.
  - c. Drivers shall not allow campers to thrust their heads or arms out of open bus windows.
  - d. Gas tanks shall not be filled while children are in the bus.
  - e. The buses are to be checked thoroughly for children remaining on the bus at the end of the day.
  - f. Drivers shall be familiar with the Vehicle and Traffic law, regulations of the Commissioner of Motor Vehicles pertaining to child transportation.
  - g. Drivers shall make a full stop at all railroad crossings and at State Highways before crossing, except that no stop need be made at any railroad crossing where a police officer or a traffic control signal or sign directs traffic to proceed.
  - h. Drivers shall give warning before making a left-hand or right-hand turn.
  - i. Drivers shall not leave bus when children are inside, except in case of emergency, and in such cases, before leaving the bus the driver shall stop the motor, remove the ignition key, set the auxiliary brake and leave the transmission in gear.
5. It is the legally established responsibility of the bus driver to maintain order and control aboard the bus. In maintaining order, the driver shall not make physical contact with the child or put a child off the bus at other than his assigned bus stop. When a situation of such a serious nature occurs as to endanger the health, safety and welfare of other passengers, the driver shall stop the bus at the nearest point where such can safely be done and immediately notify his Supervisor. Conduct and control are driver's responsibilities. Discipline is the sole responsibility of the Town.

### **Bidder Qualifications**

The Bidder shall be skilled, experienced and regularly engaged in providing the type of work required under this contract. The Bidder shall complete the Statement of Qualifications accompanying the Bid Proposal and shall submit a minimum of three (3) references with the Bid.

The Town of Somers may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish additional information and data for this purpose as may be required. The Town reserves the right to reject any Bid if the required Statement of Qualifications is not submitted, or if any additional information requested from the Bidder, or the investigation of such Bidder, fails to demonstrate that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time frame designated.

The bidder will submit with his bid a statement of the make and year of manufacture of each vehicle to be used in the performance of the contract, the seating of each such vehicle, and the name of the registered owner of each such vehicle.

The bidder will submit with his bid a statement of the location of his present garage and maintenance facilities for bus maintenance.

The bidder will submit with his bid a statement as to whether all operators are over twenty-one years of age and duly licensed by the State of New York as well as the experience of the operators to be used in the transportation. The names of all prospective drivers, whom the contractor expects may operate a bus with camp passengers under the terms of this contract, must be submitted to the Town by the contractor for Town approval no less than two weeks before commencement of the day camp. The Town shall withhold or withdraw approval of any driver who does not comply with any provisions of this contract. The Town may, in the prudent exercise of its sound discretion withhold or withdraw approval for any other reasons. At no time shall any bus carrying children under this contract be operated other than by an approved driver who, in its representative's opinion is, unsatisfactory the job. The Town reserves the right to interview and approve all drivers before they are assigned to Town runs.

#### **Non-Collusive Bidding Certification**

Each Bidder shall complete the Non-Collusive Bidding Certification in the Bid Proposal. No Bid will be accepted without this form properly completed and included with the Bid Proposal.

#### **Withdrawal of Bid**

No Bid submitted shall be withdrawn for at least a period of forty-five (45) days from the date of the Bid opening.

#### **Contract Execution**

The Bidder awarded the contract shall execute and deliver to the Town of Somers, one (1) fully executed copy of the required written Agreement in the form included in the Bid Documents, together with all required insurance, within ten (10) days after notice from the Town that the contract has been awarded to the Bidder.

#### **Insurance**

The Contractor shall furnish the following insurance required in Schedule A attached at the time of contract execution: Insurance shall be provided as set forth in this agreement, with insurers who are satisfactory to the Town of Somers, and under no circumstances shall those contracts be modified or cancelled without 15 days prior written notice to the Town of Somers by registered mail.

**Errors and Omissions**

If any error or omission appears in the Bid Documents, the Bidder shall within ten (10) days from receiving Bid Documents notify the Town of Somers in writing of such error or omission.

**Commencement of Work**

The Bidder to whom the contract is awarded shall be prepared to start work after signing the Agreement as directed by the Town.

**Acceptance or Rejection of Bid**

The Town of Somers reserves the right, in its discretion, to reject any or all Bids or to waive any informality or irregularity in the Bids received.

**Terms of Payment**

Payment will be made by the monthly submission of a bill and properly itemized claim voucher to the Town by the Bidder awarded the contract after the satisfactory completion of all items and its acceptance by the Town. All claims submitted by the Bidder awarded the contract for payment shall be subject to audit and approval by the Town. The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination. Bidder is to note clearly its cancellation policy for individual buses/trips.

**Affirmative Action**

The Bidder 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.

**Wage and Hour Provisions**

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 contract, 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 contract, 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 contract 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.

## Bid Proposal

To: Town of Somers, Westchester County, New York

Bid Proposal Submitted by or on behalf of:

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Telephone No.) \_\_\_\_\_

\_\_\_\_\_  
(Address) \_\_\_\_\_

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any Plans relating to the above-entitled matter and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.

2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish required insurance, within ten (10) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and furnish the required insurance, that the Town of Somers (Town) shall have the power to rescind said award and pursue such remedies against the bidder to which the Town is entitled. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.

3. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty-five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

**4. Somers Day Camp, and Teen Travel Camp – July 1 -August 9 2019. Indicate cost per bus for each of the listed destinations attached. The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination.** The required school buses shall accommodate at least 44 adults or 66 children Air-conditioned buses must be available upon request.

All trips will be held on weekdays and will depart from and return to Reis Park, Route 139, Somers, NY, Van Tassell Park, Route 139, Somers, NY, or Somers Middle School, Route 202 Somers, NY.

# SOMERS DAY CAMP

July 1 - August 9 , 2019

- Indicate cost per bus for each of the listed destinations.
- Trips will be held on weekdays and will depart from and return either Reis Park, Somers Middle School, addresses are below.
- The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination.

**Day Camp Address:**

**Reis Park**

82 Primrose Street/Route 139  
Somers, NY 10589

**Rain Site Address:**

**Somers Middle School**

250 Route 202  
Somers, New York 10589

## SOMERS DAY CAMP

Trip	Date	Leave/ Return	Bus Type	Price Per Bus
<b>Bounce! Trampoline</b> 21 Prindle Lane Danbury, CT 06811	8/1 8/8	9:15 a.m.- 2:00 p.m.	School Bus	Number: Words:
<b>J.V. Bowling Lanes</b> 3699 Hill Blvd Jefferson Valley, NY 10535	7/15 7/24 7/29 8/7	9:15 a.m.- 1:00 p.m.	School Bus	Number: Words:
<b>Empire Cinemas</b> 1620 New York 22 Brewster, NY 10509	7/17 7/22	9:15 a.m.- 1:00 p.m.	School Bus	Number: Words:
<b>Spins/Grand Prix</b> 333 N. Bedford Rd Mt. Kisco, NY 10549	7/31 8/5	9:15 a.m.- 2:00 p.m.	School Bus	Number: Words:

**NOTE:** An exact list of trips, dates and number of busses will be provided to the successful bidder based on registration for each trip. Several trips will require more than one bus.



# TUSKER TRAX CAMP TRIPS

July 1 - August 8, 2019

- Tusker Trax trips will leave from and return to the Recreation Center in Van Tassell Park rain or shine. In the event of cancellation due inclement weather those trips will be made up on the following Fridays: (7/12, 7/19, 7/26, 8/2 & 8/9).
- The bid is to include all tolls, permits and parking fees. It is the responsibility of the bus company to secure accurate directions to each destination.

**Tusker Trax Camp Address:** Van Tassell Recreation Center 98 Primrose Street, Somers NY 10589

## TUSKER TRAX CAMP SESSION 1 2 buses

Trip	Date	Leave/ Return	Bus Type	Price Per Bus
<b>Bounce! Trampoline</b> 21 Prindle Lane Danbury, CT 06811	7/1	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Spins Hudson</b> 5 John Walsh Blvd. Peekskill, NY 10566	7/2	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Power House Studios</b> 49 East Midland Ave Paramus, NJ 07652	7/3	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Castle Fun Center</b> 109 Brookside Ave Chester, NY 10918	7/8	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Lake Compounce Amusement Park,</b> 822 Lake Avenue Bristol CT	7/9	9:00 a.m. - 6:00 p.m.	School Bus w/AC	Number:  Words:
<b>Dave &amp; Buster's</b> 4661 Palisades Center Dr West Nyack, NY 10994	7/10	9:00 a.m. 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Jordan's IT</b> 40 Sargent Drive New Haven CT 06484	7/11	9:00 a.m. 5:00 p.m.	School Bus w/AC	Number:  Words:

# TUSKER TRAX CAMP

## SESSION 2

**2 buses**

Trip	Date	Leave/ Return	Bus Type	Price Per Bus
<b>Bounce! Trampoline</b> 21 Prindle Lane Danbury, CT 06811	7/15	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Lake Compounce Amusement Park,</b> 822 Lake Avenue Bristol, CT 06010	7/16	9:00 a.m. - 6:00 p.m.	School Bus w/AC	Number:  Words:
<b>Spins Hudson</b> 5 John Walsh Blvd. Peekskill, NY 10566	7/17	9:00 a.m. 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Playland</b> Playland Parkway Rye, NY 10580	7/18	9:00 a.m. - 4:00 p.m.	School Bus w/AC	Number:  Words:
<b>Castle Fun Center</b> 109 Brookside Ave Chester, NY 10918	7/22	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Mountain Creek</b> 200 Route 94 Vernon, NJ 07462	7/23	9:00 a.m. - 6:00 p.m.	School Bus w/AC	Number:  Words:
<b>Dave &amp; Buster's</b> 4661 Palisades Center Dr West Nyack, NY 10994	7/24	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>The Adventure Park</b> 4450 Park Avenue Bridgeport, CT 06604	7/25	9:00 a.m. 6:00 p.m.	School Bus w/AC	Number:  Words:

# TUSKER TRAX CAMP

## SESSION 3

### 2 buses

Trip	Date	Leave/ Return	Bus Type	Price Per Bus
<b>Bounce! Trampoline</b> 21 Prindle Lane Danbury, CT 06811	7/29	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Lake Compounce Amusement Park,</b> 822 Lake Avenue Bristol, CT 06010	7/30	9:00 a.m. - 6:00 p.m.	School Bus w/AC	Number:  Words:
<b>Castle Fun Center</b> 109 Brookside Ave Chester, NY 10918	7/31	9:00 a.m. 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Playland</b> Playland Parkway Rye, NY 10580	8/1	9:00 a.m. - 4:00 p.m.	School Bus w/AC	Number:  Words:
<b>Spins Hudson</b> 5 John Walsh Blvd. Peekskill, NY 10566	8/5	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>Mountain Creek</b> 200 Route 94 Vernon, NJ 07462	8/6	9:00 a.m. - 6:00 p.m.	School Bus w/AC	Number:  Words:
<b>Dave &amp; Buster's</b> 4661 Palisades Center Dr West Nyack, NY 10994	8/7	9:00 a.m. - 3:00 p.m.	School Bus w/AC	Number:  Words:
<b>The Adventure Park</b> 4450 Park Avenue Bridgeport, CT 06604	8/8	9:00 a.m. - 5:00 p.m.	School Bus w/AC	Number:  Words:

**NOTE: An exact list of trips, dates, times, type of bus and number of busses will be provided to the successful bidder based on registration for each trip. Several trips will require more than one bus.**

**TOTAL BID FOR CONTRACT:**

\_\_\_\_\_ (written in numbers)

\_\_\_\_\_  
\_\_\_\_\_ (written in words)

\_\_\_\_\_ (Legal Name of Bidder)

By: \_\_\_\_\_  
(Authorized Signatory)

Type of entity: corporation, partnership, individual (circle one)

I certify that all drivers who will operate buses under the terms of this contract are duly licensed for the operation of buses by the State of New York and meet the age requirements specified by this document.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Print Name of Bidder** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Non-Collusive Bidding Certification**

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

A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid 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 Bid 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 Bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

B. A Bid 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 Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Bid 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 Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (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 Bid, does not constitute, without more, a disclosure within the meaning of Section A (1).

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

\_\_\_\_\_  
Address of Person, Firm or Corporation

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Statement of Qualifications**

**SCHOOL BUSES**

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

**a. Description of Work:**

**Cost:**

**Name and Phone of:**

**Location & Date of Completion:**

**(Approximate)**

**Engineer or Owner:**

---

---

---

**b. Description of Work:**

**Cost:**

**Name and Phone of:**

**Location & Date of Completion:**

**(Approximate)**

**Engineer or Owner:**

---

---

---

**c. Description of Work:**

**Cost:**

**Name and Phone of:**

**Location & Date of Completion:**

**(Approximate)**

**Engineer or Owner:**

---

---

---

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

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

***4. A minimum of three (3) references must be submitted with the Bid.***



**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.i 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  
2/1/19  
KO

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

Phone: (914)-232-8441  
Fax: (914)-232-8548  
Email: [parks@somersny.com](mailto:parks@somersny.com)  
Web: [www.somersny.com](http://www.somersny.com)

Steven Ralston  
Superintendent



January 31, 2019

To: Town Board

From: Steven Ralston   
Superintendent of Parks & Recreation.

Re: Request for Approval

Request permission to replace our 2006 Chevy pickup with a dump bed truck from the County Contract not to exceed \$57,000.00.

C: Director of Finance  
Town Clerk  
Park Board

Sent to:  
TB, TA, TC  
1/22/19  
KS

This Memorandum of Understanding is entered into by and between:

**Sustainable Westchester, Inc, a New York not-for-profit corporation, and the Town of Somers (The Municipality), a local government member of Sustainable Westchester, Inc.**

**1. Background:**

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: "The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order..."
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation ("CCA") throughout New York State (the "PSC CCA Order") and November 15, 2018 issued the "Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program" reauthorizing the CCA program under a Master Implementation Plan.
- c. Sustainable Westchester's Pilot CCA Program ("Sustainable Westchester Pilot CCA Program") enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, five additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the NYSEG utility territory, the Sustainable Westchester Pilot CCA Program will conclude on April 30, 2019.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation").
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester Pilot CCA program, the **Municipality** wishes to continue to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

**2. Definitions:**

- a. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2016 ESA and have not opted-out, or "New Consumers" that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier**: An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Eligible Customers in connection with this CCA Program.

- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
    - i. Residential accounts: 7.38 cents/kwh;
    - ii. Small commercial accounts: 7.46 cents/kwh
  - e. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
  - f. **Electric Service Agreement (ESA):** An agreement that contains all the terms and conditions of the Program.
  - g. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to April 30, 2019.
  - h. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing May 1, 2019 for the NYSEG service territory. The 2019 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining, adoption of the NY State renewable energy definition, and the addition of an optional time-of-use product.
  - i. **February Order:** February 26, 2015 “Order Granting Petition in Part” issued by PSC in Case 14-M-0564, “Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester.”
  - j. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier.
  - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
  - l. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
  - m. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)** under the 2019 ESA.
  - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
  - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), outlined below.

- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties outlined in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, including, but not limited to, the Public Service Commission and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
  - b. Manage the energy procurement bidding process including:
    - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
    - ii. the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
    - iii. the preparation of the 2019 ESA that will be included in the RFP,
    - iv. the acceptance and secure opening of the responses to the RFP, and
    - v. the organizing and procuring of the Credit Review and bid evaluation,all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
  - c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
    - i. the Competitive Supplier is deemed creditworthy for the duration of the 2019 ESA by the Credit Review, and
    - ii. such Competitive Supplier’s response to the energy procurement RFP is deemed a Compliant Bid as defined in Section 2 above.
  - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the 2019 ESA in a timely fashion subject to the conditions that:
    - i. the Competitive Supplier is deemed creditworthy for the duration of the 2019 ESA by the Credit Review, and
    - ii. such Competitive Supplier’s response to the energy procurement RFP is deemed a Compliant Bid as defined in Section 2 above.
- 6. Term and Termination:** Memorandum of Understanding shall expire on the earlier of April 30, 2019 or the date on which the 2019 ESA is signed by all three counterparties to the 2019 ESA. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

**City/Town/Village of Somers**

Authorized Official Name and Title: Rick Morrissey, Town Supervisor

Signature: \_\_\_\_\_

Address: 335 Route 202, Somers, NY 10589

Telephone(s): 914-277-3637

E-Mail Address: [supervisor@somersny.com](mailto:supervisor@somersny.com)

Address for Notices:

Town Clerk

335 Route 202

Somers, NY 10589

**Sustainable Westchester Inc**

Authorized Official Name and Title: Robert Elliott, Executive Director

Signature: \_\_\_\_\_

Address: 55 Maple Ave., Mount Kisco, NY 10590

Telephone(s): (914) 242-4725

E-Mail Address: [belliott@sustainablewestchester.org](mailto:belliott@sustainablewestchester.org)

Address for Notices: 55 Maple Ave., Mount Kisco, NY 10549

Attachments: Exhibit 1, 2019 ESA Template

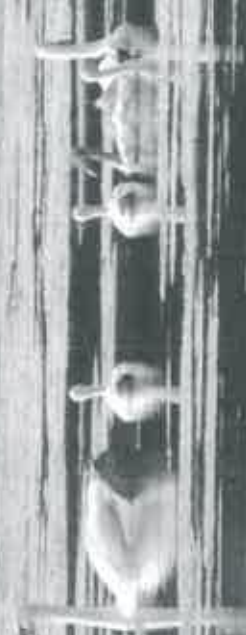


Sent to  
TB, TA, TC  
2/6/19  
K9



# Town of Somers

LAKE COMMUNITY SEWER PROJECTS TO IMPROVE  
WATER QUALITY AND PROTECT PUBLIC HEALTH



## PROJECT UPDATE --

NWWC Meeting Outcome | Review of Alternatives | Town Board Decide Path Forward

COMMITMENT & INTEGRITY DRIVE RESULTS



## Projects Update – NWWC Meeting

On January 12, the Town of Somers submitted funding requests to the NWWC and Westchester County totaling \$71M as follows:

### ■ Project 1 –

Lake Shenorock and Lake Lincolndale (Phase 1)

- Install base infrastructure around Lakes
- 119 Homes
- \$10M funding request

### ■ Project 2 –

Lake Shenorock (full build out)

- Complete collection system for remaining Shenorock Community
- 654 additional homes
- \$31M funding request

### ■ Project 3 –

Lake Lincolndale plus Lake Purdys

- Complete collection system for remaining Lake Lincolndale Community
- Install collection and conveyance system for Lake Purdy's
- 472 additional homes
- \$30M funding request

## NWWC Meeting Details

- A total of \$167M in requests were made by the NWWC Communities
- The NWWC only presently has \$31M in remaining funding
- The NWWC and Westchester County are going to seek additional funding to support expansion of the WC EOH funded program
- Three resolutions passed:
  - 1 – Allocated \$10M each toward Somers, Yorktown and New Castle with any remaining funds from the initial allocation toward Mt. Kisco needs.
  - 2 – Identified an additional \$132M long range need and asked the County to seek funding from NYCDEP
  - 3 – Approved \$175K each to Somers and Lewisboro for Water Quality Projects (Somers Salt Shed)
- Sentiment growing that regardless of funding allocations, progress needs to be made or allocations should be reconsidered.





## Based on NWWC Meeting and the Previous Discussions with Heritage Hills

**THE TOWN HAS TO MAKE A FEW DECISIONS:**

- **Near Term** – Now that the \$10M is allocated, choose a path forward.
- **Long Term** – The Town to consider initiating work on Sewer Projects in Lake Shenorock, Lake Lincolnale, Lake Purdy's and the Business Historic District, to advance those projects and position the Town for future funding cycles at State and EOH (if additional funding secured).



NEW YORK  
HERITAGEHILLS.COM



## **Near Term: With \$10M Allocation in Place,** **the Town Needs to Select Path Forward**

OPTION	RISK
<b><u>Option 1 – Wait for BOL</u></b> <ol style="list-style-type: none"><li>1. The Shenorock portion of Option 1 is subject to approval by the WC BOL to expand the Peekskill Hollow Sewer District</li><li>2. Wait until WC BOL approves Shenorock into the Peekskill Hollow Sewer District before proceeding</li></ol>	An extended process, and in the context of the sentiment emerging at the NWWC to spend the money on projects that are ready regardless of allocation, the Town could lose the \$10M funding
<b><u>Options 2 - Proceed with Project 1 as defined understanding Risks</u></b> <ol style="list-style-type: none"><li>1. Proceed with Project 1 as Conceptualized in both Shenorock and Lincolndale – detailed design of Phase 1 to support CFA Funding in July and Map, Plan, and Report for entire community to support WIIA Funding in September</li><li>2. Continue to pursue expansion of WC Peekskill Hollow Sewer District to include Shenorock</li></ol>	If the not approved by the BOL – expenditures on design in Shenorock portion of the project are not eligible
<b><u>Option 3 - Proceed on Lincolndale while working on BOL Approval</u></b> <ol style="list-style-type: none"><li>1. Proceed with detailed design for Lincolndale portion of \$10M seeking to position the Town to leverage the EOH funding into CFA in July</li><li>2. Prepare Map, Plan, and Report for entire community to position the Town for WIIA Applications for additional funds in September</li><li>3. Continue to pursue Shenorock approvals into County Sewer District</li></ol>	<ol style="list-style-type: none"><li>1. Discussions with public have focused on moving both Shenorock and Lincolndale together using the \$10M</li><li>2. Likely more of the \$10M than originally envisioned will be directed to Lincolndale to maximize matching funds</li><li>3. State funding cycles are July (CFA) and September (WIIA) – delays in proceeding will push additional funding opportunities to future years</li></ol>

## Long Term

The Town to consider initiating work on Sewer Projects in Lake Shenorock, Lake Lincolnale, Lake Purdy's and the Business Historic District, advance those projects and position the Town for future funding cycles at State and EOH (if additional funding secured).

- The following tables outline, by community, the actions suggested to advance to completion sewers in all three communities
- The Project Schedule and Approach assumes that the Town will complete sewers in all three communities by the end of 2024





## Schedule/Approach - LincolnDale

	2019	2020	2021	2022
<b>LincolnDale</b>	<ol style="list-style-type: none"><li>1. Develop and Initiate Public Communications</li><li>2. Final Design Phase 1</li><li>3. Prepare Conceptual Design and Financial Plan for entire community</li><li>4. Develop Map, Plan, and Report for the LincolnDale District</li><li>5. Secure Agreement with Heritage Hills for all of LincolnDale Capacity</li><li>6. Apply for CFA in July</li><li>7. Apply for WIIA in September</li></ol>	<ol style="list-style-type: none"><li>1. Bid Phase 1 (Q1)</li><li>2. Construct Phase 1 (Q2-4)</li><li>3. Design Phase 2 to position for CFA(Q1 -2) and WIIA Funding</li></ol>	<ol style="list-style-type: none"><li>1. Bid Phase 2</li><li>2. Construct Phase 2</li><li>3. Proceed with any future phases Design to position for CFA and WIIA</li></ol>	<ol style="list-style-type: none"><li>1. Bid and Construct any Final Phases</li></ol>



## Schedule/Approach - Shenorock

	2019	2020	2021	2022	2023
Shenorock	Secure BOL Approvals Develop and Initiate Public Communications	1. Design Phase 1 2. Develop Map, Plan, and Report for the Shenorock District 3. Apply for CFA in July 4. Apply for WIIA in September	1. Bid Phase 1 2. Construct Phase 1 3. Design Phase 2 to position for CFA and WIIA Funding	1. Bid Phase 2 2. Construct Phase 2 3. Proceed with any final phase Design to position for CFA and WIIA	1. Bid and Construct any Final Phase





# Schedule/Approach – Purdys and BHP District

	2019	2020	2021	2022	2023	2024
<b>Lake Purdys &amp; Business Historic District</b>	<ol style="list-style-type: none"> <li>Develop Conceptual Design and Financial Plan</li> <li>Negotiate Agreement with Heritage Hills for additional Capacity</li> </ol>	<ol style="list-style-type: none"> <li>Finalize Agreement with Heritage Hills for Purdys and BHD Capacity</li> <li>Develop and Initiate Public Communications</li> </ol>	<ol style="list-style-type: none"> <li>Final Design Phase 1</li> <li>Develop Map, Plan, and Report for the Lincoln Dale District</li> <li>Apply for CFA in July</li> <li>Apply for WIIA in September</li> </ol>	<ol style="list-style-type: none"> <li>Bid Phase 1 (Q1)</li> <li>Construct Phase 1 (Q2-4)</li> <li>Design Phase 2 to position for CFA (Q1 -2) and WIIA Funding</li> </ol>	<ol style="list-style-type: none"> <li>Bid Phase 2</li> <li>Construct Phase 2</li> <li>Proceed with any future phases Design to position for CFA and WIIA</li> </ol>	<ol style="list-style-type: none"> <li>Bid and Construct any Final Phases</li> </ol>



## Decisions Town Board Tonight

- Decide Path Forward
  - Initial \$10M Allocation
  - Long Term Program
- W&C to refine Proposals associated with Path Forward and provide to Town Board by EOD Tuesday, February 12
- Town Board to review and vote on proposals at February 14, 2019 Town Board Meeting
- W&C Begin by March 1



Sent to:  
TB, TA, TC  
1/31/19 KD  
Kim DeLucia

**Subject:**

FW: Discussion of Marijuana Legalization In NYS

Bloomberg

## **New York and New Jersey Governors Call for Marijuana Legalization**

January 15, 2019 2:00 PM EST

The Democratic governors of New York and New Jersey each set goals to legalize recreational marijuana as part of their 2019 agendas, declaring in separate State of the State speeches Tuesday that new laws should raise state revenue and redress past criminal and economic injustice.

“We must ensure that those with a past mark on their records because of a low-level offense can have that stain removed,” said New Jersey Governor Phil Murphy, who advocated legalization of pot during his 2017 election campaign. He cited thousands of jobs created and billions of dollars in tax revenue reaped in Massachusetts and Colorado, two of 10 states where pot is legal. “We can do that here, and in a smart way that ensures fairness and equity for minority-owned businesses and minority communities.”

New York Governor Andrew Cuomo’s proposed legalization law also seeks to “reduce impacts of criminalization affecting communities of color” and would allow counties and cities to opt out of the program. The proposal, contained in a 2019 budget document released Tuesday, would impose taxes on pot cultivation, and wholesale and retail purchases, to be spent on traffic safety, small business development, drug treatment and mental health care.

Cuomo, who in 2017 described marijuana as a “gateway drug” to more dangerous substances, clearly signaled he’d changed his position Tuesday, telling the state legislature in Albany: “Let’s legalize the adult use of recreational marijuana once and for all.”

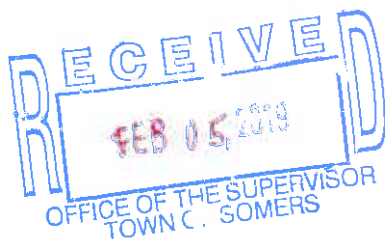
Sent to:  
TB, TA, TC  
2/6/19  
KD

TOWN POLICE  
MICHAEL DRISCOLL  
CHIEF

# Town of Somers

WESTCHESTER COUNTY, N.Y.

PO BOX 342  
SOMERS, N.Y. 10589  
T. 914-232-9622  
F. 914-232-1795  
Email: Police@SomersNY.com



To: Somers Town Board  
From: Michael W. Driscoll  
Date: February 5, 2019  
Re: Legalization of Regulated Marijuana

Please be advised that the undersigned fully concurs with the attached memo from the Westchester County Chiefs of Police Association of which he is a member, in their very strong opposition to any Legislation that would legalize commercially grown recreational marijuana.

In the undersigned's many years as law enforcement experiences including numerous arrests relating to Drug Enforcement he has never encountered a drug abuser who did not start with the use of marijuana.

For your information:

  
Michael W. Driscoll  
Chief

Cc: Partners in Prevention



PRINTED ON RECYCLED PAPER

# Westchester County Chiefs of Police Association

## EXECUTIVE OFFICERS

President, Chief Paul Oliva  
Mt. Pleasant  
1st Vice President, Chief Chris McNamey  
Greenburgh  
2nd Vice President, Chief Andy Matturno  
Scarsdale  
Immediate Past Pres., Chief Tim Bonci  
Bastchester  
Secretary, Chief John Brogan  
Mt. Kisco  
Executive Director, Chief Michael Cerone  
Irvington  
Executive Director Emeritus, Chief Joseph DeBlanco  
Ret., Mamaroneck



## BOARD OF DIRECTORS

1 YEAR:  
Chief Joseph Benefico  
Pelham  
Comm. David Chong  
White Plains  
Chief Jeff Carpenter  
Pelham Manor  
Chief Steven Foster  
Simsford  
Chief Emil Califano  
Ardsley  
Gregory Sullivan, Esq.  
Counsel

2 YEARS  
Comm. Charles Gardner  
Yonkers  
Chief John Costanzo  
Tuckahoe  
Chief Gregory Austin  
Rye Brook  
Chief Kevin Sylvester  
Ossining  
Chief John Poleway  
Larchmont  
Deputy Director, John Elliott  
W.C. 911

January 28, 2019

The Westchester County Chiefs of Police Association is made up of the Police Chiefs, Commissioners, and Command Staff of the 50 agencies that provide public safety services to the County of Westchester in the State of New York. In response to Governor Cuomo's effort to push for the rapid legalization of regulated marijuana in New York State, we as an organization feel compelled to offer our opinion, as stakeholders dealing with the aftermath of such legislation. For the record, our organization was not consulted regarding this initiative.

The Westchester County Chiefs of Police Association is vehemently opposed to the passage of any legislation that would legalize commercially grown recreational marijuana. We are in agreement with the opinion of the New York State Association of Chiefs of Police. They have recently stated their opposition to regulated marijuana legalization.

The Westchester County Chiefs are opposed to legalization based on public safety and public health concerns.

The instances of impaired driving will increase proportionally with the proliferation of regulated marijuana. Simply stated, there will be an increase in impaired driving under the influence of marijuana. This will endanger the general public and increase the number of injuries and fatalities on the roadways of New York State. The state of Colorado has already experienced an increase in impaired driving and vehicular crashes according to the data. Marijuana related traffic deaths in Colorado increased 66% between the four-year averages before and after legalization according to the National Highway Traffic Safety Administration. New York State would be no different. The legislature has been concerned in the past with the safety of drivers and passengers in vehicles. There are laws requiring the usage of safety belts, car seats and booster seats for children, prohibitions on the usage of handheld devices while driving, all legislated with public safety in mind. We would implore the legislature to consider the negative ramifications of legalization on public safety versus the desire of some seeking financial gain and a segment of the public that crave easier access to a potentially dangerous intoxicant.

# Westchester County Chiefs of Police Association

## EXECUTIVE OFFICERS

President, Chief Paul Oliva  
Mt. Pleasant  
1st Vice President, Chief Chris McNamey  
Greenburgh  
2nd Vice President, Chief Andy Matturo  
Scarsdale  
Immediate Past Pres., Chief Tim Bonci  
Eastchester  
Secretary, Chief John Brogan  
Mt. Kisco  
Executive Director, Chief Michael Cerone  
Irvington  
Executive Director Emeritus, Chief Joseph DeBianco  
Ret., Mamaroneck



## BOARD OF DIRECTORS

1 YEAR  
Chief Joseph Benefico  
Pelham  
Comm. David Chong  
White Plains  
Chief Jeff Carpenter  
Pelham Manor  
Chief Steven Foster  
Elmsford  
Chief Emil Califano  
Ardsley  
Gregory Sullivan, Esq.  
Counsel

2 YEARS  
Comm. Charles Gardner  
Yonkers  
Chief John Costanzo  
Tuckahoe  
Chief Gregory Austin  
Rye Brook  
Chief Kevin Sylvester  
Ossining  
Chief John Poleway  
Larchmont  
Deputy Director, John Elliott  
W.C. 911

Our organization is concerned about the negative effects that legalization will have on adolescents. Despite what others may proclaim, we believe that marijuana is a "gateway" drug. Illicit sales and distribution will not evaporate with legalization. Illicit sales will likely be stimulated and fueled by offering a lower cost alternative to regulated sales. This has already occurred in states that have legalization. Dispensaries may abide by age restrictions, but the black market created will not. Adolescents will have easier access to the drug. A drug, which the American Public Health Association reports the health effects are not fully known. The illicit marijuana will continue to have unregulated potencies and unknown adulterants.

Our organization has additional concerns regarding the consumption of the legalized cannabis. It is either ingested or smoked. The edibles are often packaged and designed to look like candy or snacks. The designs are attractive to young children and will likely cause accidental overdoses. Data has shown that marijuana related emergency room visits in Colorado and Oregon have significantly increased after legalization. Over the last few years, New York State has sponsored an aggressive campaign of public service announcements on television to enlighten people on the dangers and consequences of cigarette smoking. It is ironic that this same vigilance appears non-existent when it concerns marijuana.

The governor recently projected revenue from legalization of \$300 million dollars. If history is a guide, it has been reported that Colorado has generated about half of what was projected and California generated only about one quarter of revenue projections. Our organization will predict that the actual costs of dealing with addiction, traffic crashes, and enforcement will far surpass any revenue that is generated. This is what has occurred in states that have legalized regulated marijuana. We feel that any financial benefit from the taxation of regulated marijuana will be eclipsed by the cost of escalating health issues and by the cost of human lives.

# Westchester County Chiefs of Police Association

## EXECUTIVE OFFICERS

President, Chief Paul Oliva  
Mt. Pleasant  
1st Vice President, Chief Chris McNemey  
Greenburgh  
2nd Vice President, Chief Andy Matturo  
Scarsdale  
Immediate Past Pres., Chief Tim Bondi  
Eastchester  
Secretary, Chief John Brogan  
Mt. Kisco  
Executive Director, Chief Michael Cerone  
Irvington  
Executive Director Emeritus, Chief Joseph DelBianco  
Ret., Mamaroneck



## BOARD OF DIRECTORS

1 YEAR  
Chief Joseph Banefico  
Pelham  
Comm. David Chong  
White Plains  
Chief Jeff Carpenter  
Pelham Manor  
Chief Steven Foster  
Elmsford  
Chief Emil Califano  
Ardsley  
Gregory Sullivan, Esq.  
Counsel

2 YEARS  
Comm. Charles Gardner  
Yonkers  
Chief John Costanzo  
Tuckahoe  
Chief Gregory Austin  
Rye Brook  
Chief Kevin Sylvester  
Ossining  
Chief John Polsway  
Larchmont  
Deputy Director, John Elliott  
W.C. 911

In closing, there are many issues regarding legalization that were not covered in this letter that will have a direct negative effect on policing in Westchester County and throughout New York State. Our membership is willing to discuss this complex issue with the representatives of the legislature in an effort to provide them with a common sense law enforcement perspective.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul J. Oliva".

Paul J. Oliva

President of the Westchester County  
Chiefs of Police Association

Sent to:  
TB, TA, TC  
2/1/19  
KB

**Kim DeLucia**

---

**From:** Syrette Dym  
**Sent:** Friday, February 1, 2019 3:56 PM  
**To:** Kim DeLucia  
**Cc:** Rick Morrissey; rbaroni  
**Subject:** DeCicco Sidewalks Item for February town Board Meeting - February 7 and February 14

Kim – Please add the following item to the Town Board Agenda for discussion at the meeting of February 7 and vote at meeting of February 14. The actual legislation needs to be drafted by Roland.

“Consideration of Amendment #2 to Somers Crossing Community Benefits Agreement Relative to Sidewalks to Be Constructed Prior to Issuance of Certificate of Occupancy for DeCicco’s”

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)



Sent to:  
TB, TA, TC  
1/31/19



January 25, 2019

**Via Hand Delivery**

Hon. Rick Morrissey  
Supervisor of the Town of Somers  
and Members of the Town Board  
Town of Somers  
335 Route 202  
Somers, NY 10589

Matthew J. Acocella  
Katelyn E. Ciolino  
David J. Cooper  
Jody T. Cross  
Marsha Rubin Goldstein  
Helen Collier Mauch  
Zachary R. Mintz  
Erik P. Pramschufer  
Daniel M. Richmond  
Kate Robert  
Brad K. Schwartz  
Lisa F. Smith  
David S. Steinmetz  
Edward P. Teyber  
Michael D. Zarin

Also admitted in DC  
Also admitted in CT  
Also admitted in NJ  
Also admitted in MD

**Re: Towne Centre at Somers  
325 Route 100, Somers, NY  
Tax Lot: 17.15-1-13 (the "Property")  
Petition for the Extension of Sewer District**

Dear Supervisor Morrissey and Members of the Town Board:

We represent Urstadt Biddle Properties Inc. ("UBP"), the owner of the above-referenced Property, commonly known as the Towne Centre at Somers shopping center. We submit this letter in connection with UBP's request that the Town extend the Heritage Hills Special Sewer District (the "Sewer District") to incorporate the Property (the "Application"). This Application is being made in accordance with On-Going Condition 14 of Town Planning Board Resolution No. 2017-13 (the "Planning Board Resolution"),<sup>1</sup> which expressly requires UBP to, *inter alia*, "petition the Town Board to extend the Heritage Hills Sewer Works ["HHSW"] to include the boundaries of the [UBP's] property." (See Petition, Exhibit F at 17).

In furtherance of UBP's Application, enclosed please find seven copies of the following:

1. Full Environmental Assessment Form, dated January 22, 2019; and

---

<sup>1</sup> The Planning Board Resolution granted UBP Final Conditional Site Plan Approval, Tree Preservation, Stormwater Management, and Erosion and Sediment Control Permits, and Groundwater Protection Overlay District Special Exception Use Permit, and pertained to unrelated façade, parking, and circulation improvements to the Property.

2. Petition for the Extension of Sewer District, with the following Exhibits:

Exhibit A Metes & Bounds description of the Property

Exhibit B Map, dated April 19, 2018, prepared by JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC ("JMC"), showing the boundaries of the Proposed Extension

Exhibit C Engineering Report, last revised September 4, 2018, prepared by JMC, together with the supporting plans showing the existing manholes and the proposed connection thereto, as well as the location and general description of all other public works

Exhibit D Letter from HHSW to Westchester County Department of Health, dated September 27, 2018, confirming that HHSW will provide sanitary sewage collection and treatment to the Property, and that the Heritage Hills treatment plant has adequate capacity to do so

Exhibit E Planning Board Resolution

Please note that copies of both the Sewer Capacity Agreement and Sewer Service Agreement between UBP and HHSW were provided electronically to the Town Attorney on January 24, 2019.

We respectfully request that the Application be placed on the Town Board's February 7, 2019 work session agenda, for the purposes of the Board considering: (i) accepting the Petition; (ii) declaring the Town Board's intent to act as Lead Agency for the purposes of the review pursuant to the New York State Environmental Quality Review Act; (iii) scheduling a Public Hearing before the Town Board in connection with the Application; and (iv) referring the Application to the Planning Board for concurrent review of the Site Plan and other approvals required to facilitate the construction of the necessary infrastructure.

If you have any questions, or require any additional information, please do not hesitate to contact us. Thank you for your consideration.

Respectfully submitted,

ZARIN & STEINMETZ

By:

Jody L. Cross

Encls.

cc: (via email)  
Patricia Kalba, Town Clerk  
Roland Baroni, Esq.  
Syrette Dym, AICP  
Mr. Willing Biddle  
Robert Aiello, PE  
Richard L. O'Rourke, Esq.

Sent to:  
TB, TA, TC  
2/6/19  
KD

SCHEDULE A

DESCRIPTION OF PARCEL 1

Parcel 1 – is the parcel of land located in the Town of Somers, County of Westchester, State of New York described as follows:

BEGINNING at a point on the westerly side of Somerstown Turnpike at the dividing point of lands leased to Landlord and lands of Episcopal Church of Somers;

THENCE southerly along westerly side of Somerstown Turnpike South 22 degrees 01 minutes 00 seconds West 150.00 feet;

THENCE westerly North 76 degrees 43 minutes 10 seconds West 121.35 feet;

THENCE southerly South 37 degrees 24 minutes 45 seconds West 196.36 feet;

THENCE westerly North 82 degrees 04 minutes 50 seconds West 427.56 feet;

THENCE northerly North 2 degrees 16 minutes 40 seconds West 790.16 feet to the southerly side of Somers Road, a/k/a Route 202;

THENCE easterly along Somers Fire District;

THENCE southerly South 5 degrees 18 minutes 20 seconds West 204.49 feet;

THENCE easterly South 85 degrees 32 minutes 10 seconds East 149.86 feet to lands reserved to the Episcopal Church of Somers;

THENCE southerly South 5 degrees 21 minutes 02 seconds East 260.00 feet;

THENCE easterly along Episcopal Church South 77 degrees 59 minutes 36 seconds East 275.00 feet and South 76 degrees 43 minutes 10 seconds East 184.93 feet to point of BEGINNING, for a total of 6.712 ac.

## DESCRIPTION OF PARCEL 2

Parcel 2-- is the parcel of land located in the Town of Somers, County of Westchester, State of New York described as follows:

BEGINNING at a point in the westerly side of Somerstown Turnpike (also known as New York Route 100) said point is located 520.68 plus or minus feet along said westerly line of Somerstown Turnpike in a southerly direction from the intersection of said westerly line of Somerstown Turnpike with the southerly right-of-way line of Peekskill Road(also known as New York Route 116 & 202;

THENCE southerly along westerly side of Somerstown Turnpike South 22 degrees 01 feet 00 seconds West 150.00 feet to the point of beginning; THENCE

1. South 22 degrees 01 minutes 00 seconds West along said westerly line of Somerstown Turnpike (Route 100) 466.69 feet; THENCE
2. South 22 degrees 46 minutes 10 seconds West along said westerly line of Somerstown Turnpike(Route 100) 53.11 feet; THENCE
3. North 66 degrees 03 minutes 07 seconds West, 500.00 feet; THENCE
4. North 02 degrees 16 minutes 40 seconds East 209.84 feet; THENCE
5. South 82 degrees 04 minutes 50 seconds East, 427.50 feet; THENCE
6. North 37 degrees 24 minutes 45 seconds East, 196.36 feet; THENCE
7. North 76 degrees 43 minutes 10 seconds, West 121.35 feet to the point of beginning for a total of 4.051 acres.

Sent to:  
TB, TA, TC  
2/6/19  
KD

At a meeting of the Town Board of the Town of Somers at the Town Hall, 335 Route 202, Somers, New York in the Town of Somers, Westchester County, New York, on the 7<sup>th</sup> day of February, 2019, at 7:00 p.m.

P R E S E N T :

Hon. Rick Morrissey  
Anthony Ciriaco  
William Faulkner  
Richard Clinchy  
Thomas Garrity

-----X  
In the Matter of the Extension of the Heritage Hills  
Special Sewer District in the Town of Somers,  
Westchester County, New York, pursuant to Article 12  
of the Town Law.

ORDER CALLING  
PUBLIC HEARING

-----X  
WHEREAS, a petition, a map, plan and report have been prepared by URSTADT  
BIDDLE PROPERTIES, LLC in such manner and in such detail as has heretofore been  
determined by the Town Board relating to the extension of the Heritage Hills Special  
Sewer District, and

WHEREAS, said map and plan have been prepared by an engineer, duly licensed  
by the State of New York, showing the boundaries of the proposed extension and a  
general plan of the water system connection, and

WHEREAS, said petition, map, plan and report have been duly filed in the office  
of the Town Clerk of said Town and are available for public inspection during normal  
business hours, and

WHEREAS, said map shows the transmission mains and appurtenant facilities to be connected to the existing sewer mains, and

WHEREAS, the boundaries of the proposed extension to said district to be known as "UBP-HH Sewer Extension" are as follows:

**SEE SCHEDULE A**

WHEREAS, the improvements proposed are as set forth in the petition, and

WHEREAS, the cost of the improvements, including professional fees, will be paid for by the applicant, and

WHEREAS, the maximum amount proposed to be expended for said improvements is Four Hundred Thousand (\$400,000.00) Dollars, and

NOW, on motion of Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, it is hereby

ORDERED, that the Town Board of the Town of Somers shall meet and hold a public hearing at the Somers Town Hall, 335 Route 202 in said Town on the 7<sup>th</sup> day of March, 2019, at 7:00 p.m. in that day to consider said petition, map, plan and report and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

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

Hon. Rick Morrissey	voting Aye
Anthony Ciriaco	voting Aye
William Faulkner	voting Aye
Richard Clinchy	voting Aye
Thomas Garrity	voting Aye

and the order was thereupon declared duly adopted.

Dated: Somers, NY  
February 7, 2019

BY ORDER OF THE TOWN BOARD  
TOWN OF SOMERS  
Patricia Kalba, *Town Clerk*



☐ Original☐ Amended

Date \_\_\_\_\_

**Standardized NOTICE FORM for Providing 30-Day Advance Notice  
to a Local Municipality or Community Board**

1. Date Notice was Sent: **02/01/2019**1a. Delivered by: **Personal Delivery with Proof of Receipt**

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change ☐ Method of Operation Change

For New applicants, answer each question below using all information known to date

For Renewal applicants, answer all questions

For Alteration applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For Corporate Change applicants, attach a list of the current and proposed corporate principals

For Removal applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For Class Change applicants, attach a statement detailing your current license type and your proposed license type

For Method of Operation Change applicants, although not required, if you choose to submit, attach an explanation detailing those changes

**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**3. Name of Municipality or Community Board: **TOWN OF SOMERS****Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): \_\_\_\_\_ Expiration Date (if applicable): \_\_\_\_\_

5. Applicant or Licensee Name: **SOMERS POINTE RESTAURANT & CATERING, LLC**

6. Trade Name (if any): \_\_\_\_\_

7. Street Address of Establishment: **1000 WEST HILL DRIVE**8. City, Town or Village: **SOMERS**, NY Zip Code: **10589**9. Business Telephone Number of Applicant/Licensee: **(914) 276-1000**10. Business E-mail of Applicant/Licensee: **PERRYDINAPOLI@GMAIL.COM**11. Type(s) of alcohol sold or to be sold: ☐ Beer & Cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service:

☒ Full food menu; full kitchen run by a chef or cook ☐ Menu meets legal minimum food availability requirements; food prep area at minimum13. Type of Establishment: **Restaurant (full kitchen and full menu required)**14. Method of Operation: (check all that apply) ☐ Seasonal Establishment ☐ Juke Box ☒ Disc Jockey ☒ Recorded Music ☒ Karaoke☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): **CONTEMPORARY MUSIC BANDS**☒ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel☐ Other (specify): \_\_\_\_\_15. Licensed Outdoor Area: (check all that apply) ☐ None ☒ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure☐ Sidewalk Cafe ☒ Other (specify): **GOLF COURSE FOOD & BEVERAGE CART**

16. List the floor(s) of the building that the establishment is located on: **FIRST FLOOR**
17. List the room number(s) the establishment is located in within the building, if appropriate: **3**
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:  
**SOMERS POINTE PINNACLE CORP** **1312844**  
Name Serial Number
21. Does the applicant or licensee own the building in which the establishment is located? ☒ Yes (if YES, SKIP 23-26) ☐ No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name: **HERITAGE HILLS HOLDINGS, LLC**
23. Building Owner's Street Address: \_\_\_\_\_
24. City, Town or Village: \_\_\_\_\_ State: **NY** Zip Code: \_\_\_\_\_
25. Business Telephone Number of Building Owner: \_\_\_\_\_

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name: **LOUIS M. SPIZZIRRO, ESQ.**
27. Representative/Attorney's Street Address: \_\_\_\_\_
28. City, Town or Village: \_\_\_\_\_ State: **NY** Zip Code: \_\_\_\_\_
29. Business Telephone Number of Representative/Attorney: \_\_\_\_\_
30. Business E-mail Address of Representative/Attorney: \_\_\_\_\_

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: **PERRY DINAPOLI** Title: **MEMBER**

Principal Signature:

 2/1/19

Sent to:  
TB, TA, TC  
1/14/19  
RD

Telephone  
(914) 277-4394

FAX  
(914) 277-3788

EMAIL  
finance@somersny.com

**ROBERT KEHOE**  
**DIRECTOR OF FINANCE**

**FINANCE OFFICE**

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



**TOWN HOUSE**  
**335 ROUTE 202**  
**SOMERS, NY 10589**

To: Town Board

From: Robert Kehoe, Director of Finance *RK*

Date: January 3, 2019

Re: Capital Projects Budget – 2018 Paving and Solar Panels

I request that the Town Board adopt the following Highway paving budget for 2018 to be funded by the General Fund Capital Project Fund Balance.

Revenue:		
54.0054.5031	Interfund Transfers/Cap. Funds	\$732,852.51
Appropriations:		
54.5110.0405	General Repairs. Paving	\$732,852.51

I request that the Town Board adopt the following Solar Panel project at the Highway Department to be funded by a \$100,000 SAM Grant.

Revenue:	
SAM Grant	\$100,000
Appropriations	
54.5110.0400	\$100,000

CC: Town Clerk

Sent To:  
TB, TA, TC  
HWA  
FD

**Rick Morrissey**

---

**From:** Laura Parisi  
**Sent:** Wednesday, January 2, 2019 8:30 PM  
**To:** Rick Morrissey  
**Subject:** Library Board

Mr. Morrissey:

Please allow this email to confirm my earlier telephone message left at your office wherein I confirmed my continued interest in serving the town through my commitment to the Somers Library Board of Trustees for the term beginning January 1, 2019 until December 31, 2022.

Best,  
Laura M. Parisi

Sent to:  
TB, TA, TC  
1/22/19  
KD

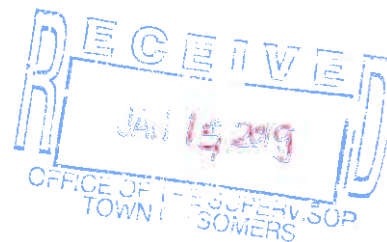
Telephone  
(914) 277-3539

FAX  
(914) 277-3790

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

**TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589**

**THOMAS J. TOOMA JR.**  
Building Inspector



**DATE:** January 15, 2019

**MEMO TO:** Town Board

**FROM:** Thomas J. Tooma Jr.  
Building Inspector *GT.*

**RE:** Michael Reape

I respectfully request the hire of Michael Reape effective January 15, 2019, as Assistant Building Inspector part-time probationary in the Building Department office, for a maximum of 17 hours a week at the rate of \$36.97 per hour.

cc: Town Clerk

Sent to:  
FB, TA, TC  
1/22/19  
KD

Telephone  
(914) 277-3539

FAX  
(914) 277-3790

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

**TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589**

**THOMAS J. TOOMA JR.**  
Building Inspector



**DATE:** January 15, 2019

**MEMO TO:** Town Board

**FROM:** Thomas J. Tooma Jr. GG  
Building Inspector

**RE:** Dennis Drogan

I respectfully request the hire of Dennis Drogan effective January 24, 2019, as contingent permanent Assistant Building Inspector full-time in the Building Department office, for 35 hours a week at the annual salary of \$70,194.00.

cc: Town Clerk

Sent to:  
TB, TA, TC  
Copy to: B. Kehoe  
S. Ralston  
1/25/19  
KB

OFFICE OF THE SUPERVISOR

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

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

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



January 23, 2019

**Memo**

**TO:** Town Board  
**FROM:** Rick Morrissey, Town Supervisor  
**RE:** John LaGrange

According to Westchester County Human Resources, John LaGrange did not meet the minimum qualifications of a Maintenance Laborer (0424-02). They have reviewed his duties from October 21, 2017 – April 3, 2018 and they have approved one Laborer (0425-05) labor class position for the Town of Somers effective 10/21/17. They also reviewed his duties from April 4, 2018 – current day and they have approved an additional Park Groundskeeper (0288-05) labor class position for the Town of Somers effective 4/4/18. Based on this information, I request that the Town Board take the following action at the February 7, 2019 work session:

1. Rescind April 5, 2018 resolution authorizing the promotion of John LaGrange from Maintenance Laborer Part-time to Maintenance Laborer Full-time.
2. Authorize the hiring of John LaGrange probationary as a Laborer (0425-05) Part-time in the Parks & Recreation and Water & Sewer Departments at an hourly rate of \$13.00 effective October 21, 2017.
3. Authorize the promotion of John LaGrange probationary as a Park Groundskeeper (0288-05) Full-time, Grade 4, Step 1 at an annual salary of \$41,728.00 effective April 4, 2018.

Thank you.

Cc: Robert Kehoe – Finance Director  
Patty Kalba - Town Clerk  
Roland Baroni – Town Attorney

RM\kd  
Z:\Supervisor\kdelucia\Memos\Town Board\_J LaGrange.doc

Sent to:  
TB, TA, TC  
1/14/19  
KO

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5266  
Fax  
(914) 277-4993

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

SOMERS TOWN HOUSE  
385 ROUTE 902  
SOMERS, NY 10589  
www.somersny.com

Steven Woellie  
Principal Engineering Technician  
swoellie@somersny.com



Suzette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: January 8, 2019  
To: Director of Finance T10(914)  
From: Wendy Getting *WG*  
Senior Office Assistant  
RE: Erosion Control Bond  
Immediate Wetland Permit  
TM: 16.06-3-30

---

Attached is a check in the amount of \$300.00 posted by James Immediato, P.O. Box 216, Shenorock, NY 10587 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk



Sent to:  
TB, TA, TC  
1/14/19  
RD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5266  
Fax  
(914) 277-4988

Town of Somers  
WESTCHESTER COUNTY, N.Y.

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

Steven Woolfe  
Principal Engineering Technician  
swoolfe@somersny.com



Sylvia Dem, AICP  
Town Planner  
sdym@somersny.com

Date: January 11, 2019  
To: Director of Finance T10(914)  
From: Wendy Getting *WJG*  
Senior Office Assistant  
RE: Erosion Control Bond  
McKenna Subdivision  
TM: 37.15-1-22

---

Attached is a check in the amount of \$500.00 posted by Nigel McKenna, 2793 Ditmars Blvd, New York, NY 11105 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk

Sent to:  
TB, TA, TC  
1/14/19  
KD

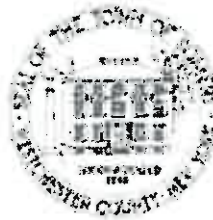
PLANNING AND ENGINEERING DEPARTMENT

Telephone  
(914) 277-5306  
Fax  
(914) 277-4953

Town of Somers  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HALL  
255 ROUTE 100  
SOMERS, NY 10589  
www.somersny.com

Susan Whittle  
Principal Engineering Technician  
swhittle@somersny.com



Syrette Dym, AEP  
Town Planner  
sdym@somersny.com

Date: January 14, 2019

To: Town Board

From: Syrette Dym SD  
Director of Planning

RE: Partial Refund of Application for Special Use Permit Renewal for  
Wireless Telecommunications Facilities  
121 Route 100 (Amato Property)  
TM: 38.17-1-5  
2580 Route 35 (Santaroni Property)  
TM: 37.13-2-3

---

The Town Board recently approved new application fees for the three (3) types of Special Use Permits for Wireless Telecommunication Facilities: Original/New, Amended and Renewal. This office erroneously charged the applicant the Original/New application fee of \$1,000 for the two above applications instead of \$500 for the Renewal application fee.

Therefore, this office is requesting that \$500 for each of the two applications, for a total of \$1,000, be refunded to:

Snyder & Snyder LLP  
94 White Plains Road  
Tarrytown, NY 10591

SD/wg

cc: Town Clerk  
Director of Finance  
Michael Sheridan, Snyder & Snyder

Z:\PE\Site plan files\Homeland Towers\121 Route 100 - Amato\Renewal 2018\Partial Application Refund  
1.14.19.docx

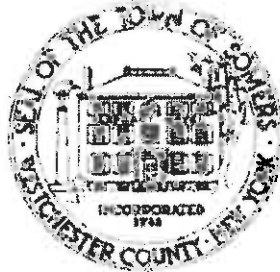
PLANNING AND ENGINEERING DEPARTMENTS

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  
Town Planner  
sdym@somersny.com

Date: December 17, 2018

To: Director of Finance A2115

From: Wendy Getting *wg*  
Senior Office Assistant

RE: Application Fee for Renewal of Special Use Permit – Wireless  
Telecommunication Facility  
Verizon Wireless - 121 Route 100 (Amato)  
TM: 38.17-1-5

Attached is a check in the amount of \$1,000 posted by Snyder & Snyder LLP, 94 White Plains Road, Tarrytown, NY 10591 in payment of an Application Fee for Renewal of Special Use Permit - WTF for Verizon Wireless at 121 Route 100 (Amato).

Please deposit into a Trust & Agency Account.

cc: Town Clerk

4801

SNYDER & SNYDER LLP  
ATTORNEY SPECIAL ACCOUNT  
94 WHITE PLAINS RD.  
TARRYTOWN, NY 10591-5519

1-2 3700  
210

DATE 12/12/18

PAY TO THE ORDER OF Town of Somers

one thousand dollar 1000/100 \$ 1,000.00

DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

Amawalk 2 - Appl

100210000211 670361820914801

PLANNING AND ENGINEERING DEPARTMENTS

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

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

SOMERS TOWN HOUSE  
285 ROUTE 35  
SOMERS, NY 10589  
WWW.SOMERSNY.COM

Steven Woolfe  
Principal Engineering Technician  
swoolfe@somersny.com



Syrette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: December 17, 2018

To: Director of Finance A2115


From: Wendy Getting *wjg*  
Senior Office Assistant

RE: Application Fee for Renewal of Special Use Permit – Wireless  
Telecommunication Facility  
Verizon Wireless - 2580 Route 35 (Santaroni)  
TM: 37.13-2-3

Attached is a check in the amount of \$1,000 posted by Snyder & Snyder LLP, 94 White Plains Road, Tarrytown, NY 10591 in payment of an Application Fee for Renewal of Special Use Permit - WTF for Verizon Wireless at 2580 Route 35 (Santaroni).

Please deposit into a Trust & Agency Account.

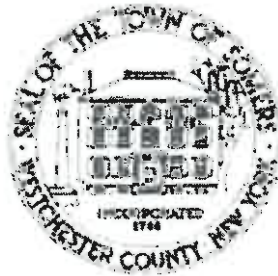
cc: Town Clerk

SNYDER & SNYDER LLP ATTORNEY SPECIAL ACCOUNT 94 WHITE PLAINS RD. TARRYTOWN, NY 10591-5519		1-2 210 3700	4803
DATE 12/12/18			
PAY TO THE ORDER OF <i>Town of Somers</i>		1 \$ 1,000.00	
<i>One thousand dollars</i> 10/100 -		DOLLARS	
CHASE 			
JPMorgan Chase Bank, N.A. www.Chase.com			
MEMO <i>Amawalk 3-App Fee</i>		<i>[Signature]</i>	
⑆021000021⑆		6703618209⑆4803	

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.



Telephone  
(914) 277-5266  
Fax  
(914) 277-4093

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

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com

Sylvette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: January 18, 2019  
To: Town Board  
From: Steven Woelfle *SW*  
Principal Engineering Technician  
RE: Ringer Wetland Permit #AW2013-29  
TM: 26.12-2-21  
Release of Erosion Control Bonds  
Checks received August 8, 2013

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

Please return to:

Jacob Ringer  
31 Richard Somers Road  
Granite Springs, NY 10527

SW/wg  
cc: Town Clerk  
Director of Finance  
Jacob Ringer