

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 4, 2021  
[www.somersny.com](http://www.somersny.com)**

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6:15PM – Executive Session

**A. PLEDGE OF ALLEGIANCE:**

**B. PUBLIC HEARING:**

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

**C. TOWN BOARD:**

1. Town of Somers Covid-19 – Update
2. Green Building Code Presentation – Don Bleasdale, Chairman of the Somers Energy Environment Committee
3. Authorize the Supervisor to execute the following:
  - a. The Renewal Contract for the Town's 2021 Tax Map Maintenance with CAI Technologies, per email from Teresa Stegner, Assessor, dated January 7, 2021.
  - b. A two-year renewal with ONSOLVE, LLC for CodeRED® and CodeRED Weather Warning services in the amount of \$15,000 for the period of April 13, 2021 through April 12, 2023.

**SOMERS TOWN BOARD  
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4. Refer request for stop signs at Warren Street & Hachaliah Brown Drive and at Westridge Drive & Lovell Street to the Somers Police Department, Highway, and Engineering for evaluation.
5. Rescind the December 30, 2020 resolution related to Executive Order 202.83 suspending the requirements of renewal applications as a condition to granting exemptions under Sections 459-c and 467 of the Real Property Tax Law and replace it with a required amended resolution.
6. Request permission to purchase one (1) One New 2021 Freightliner Dump Truck 11' x 12' Munibody model 114SD with Cab and Chassis. From Henderson Products/New York Freightliner in the amount of \$221,597.00 to be reimbursed from CHIPS per memo dated January 26, 2021 from Nicholas DeVito, Superintendent of Highways.
7. Rescind the resolution from March 7, 2019 approving the purchase of a Ford Transit 250 Cargo Van to replace the existing E250 Cargo Van through the Westchester County Bureau of Purchase and Supplies for a cost not to exceed \$32,000 due to the unavailability of the vehicle.
8. Request permission to purchase a 2021 RAM 2500 Promaster Cargo Van which will replace the existing E250 Cargo Van from John Vance Motors for a cost not to exceed \$28,000, the cost of this vehicle shall be shared between the three water districts and the sewer district per referral from Adam Smith, Water Superintendent.

**D. PARKS & RECREATION:**

1. Authorize the following per January 28, 2021 memo from Steven Ralston, Superintendent of Parks and Recreation:
  - a. Execute the contract with Raymond Michael Ltd. in the amount of \$152,430.00 for the purchase, delivery, and installation of playground equipment (on the Sourcewell Contract) to replace the original equipment donated in 1998 by the Donnelly Family.
  - b. Allocate \$157,000.00 from recreation fees to include the above contract, purchase of safety surfacing (fibar) from the County Contract, old equipment removal, and surface preparation.

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**E. FINANCIAL:** No additional business.

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

**G. PERSONNEL:**

1. **Current Vacancies:**

- a. Affordable Housing Board (2- 2-year terms ending 7/11/2021.)
- b. Assessment Board of Review (1-5-year term ending 9/30/2025.)
- c. Library Board of Trustees (1- 5-year term ending 12/31/2024.)
- d. Partners in Prevention (3- 3-year terms ending 12/31/2023.)
- e. Partners in Prevention (2- 3-year terms ending 12/31/2022.)

2. **Upcoming Vacancies - Terms Expiring in 2021:**

- a. Architectural Review Board (1- 3-year term ending 3/31/2021.)
- b. Parks and Recreation Board (3- 3-year terms ending 3/9/2021.)

3. Authorize the hiring of Mr. Tim Lewis as Part-Time School Crossing Guard for the Somers Police Department at an hourly rate of \$18 per memo dated January 12, 2021 from Michael Driscoll, Chief of Police. Effective date is contingent upon the successful results of a physical, drug test, reference, background, and NYS driver's license checks.

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

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

**J. PROPOSED CONSENSUS AGENDA:**

1. Authorize Supervisor to execute proposal from Christopher Kurtz, Esq., Bond Schoeneck & King, PLLC dated January 13, 2021 as special labor counsel to the Town for the calendar year 2021.

**SOMERS TOWN BOARD  
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**2021 Calendar**

February 4, 2021	7:00pm	Town Board Work Session
February 11, 2021	7:00pm	Town Board Regular Meeting
		<b>Public Hearing via Remote Access:</b> Proposed revisions to Town of Somers Comprehensive Plan Update adopted February 11, 2016 with regard to the creation of a new MFR- 100 Zoning District in the Town of Somers.
		<b>Public Hearing via Remote Access:</b> Proposed Local Law to amend Chapter 170 entitled <u>Zoning</u> , Section 170-13 entitled <u>Multifamily</u> <u>Residence MFR Districts</u> of Code of the Town of Somers.
March 4, 2021	7:00pm	Town Board Work Session
March 11, 2021	7:00pm	Town Board Regular Meeting
April 1, 2021	7:00pm	Town Board Work Session
April 8, 2021	7:00pm	Town Board Regular Meeting

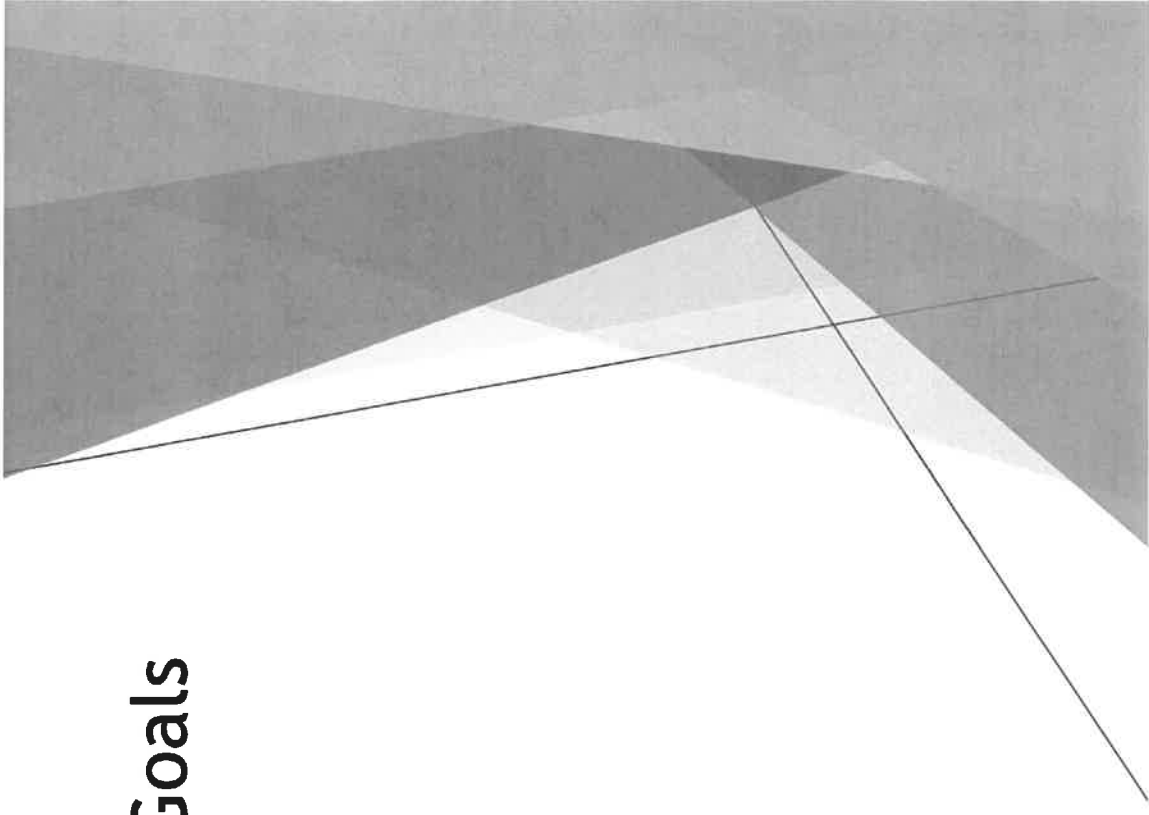
Sent to:  
Tb, ATC  
21/12/2021  
KD

# Town of Somers Building Code Upgrade

Proposal by the SEEC Committee

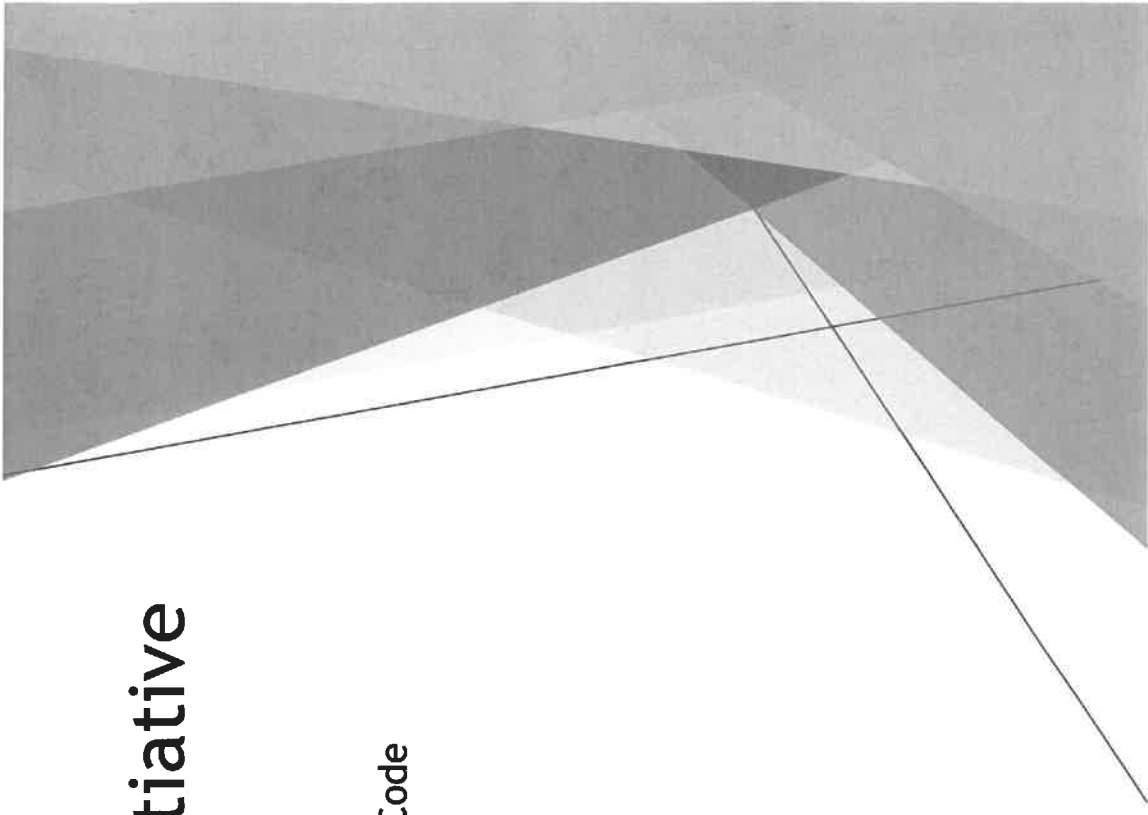
# Town of Somers: Sustainability Goals

- ▶ We are a “climate smart community”
- ▶ Many successful initiatives
- ▶ Energize campaign
- ▶ Solarize campaign
- ▶ Community choice aggregation
- ▶ Currently Community Solar is signing up new members



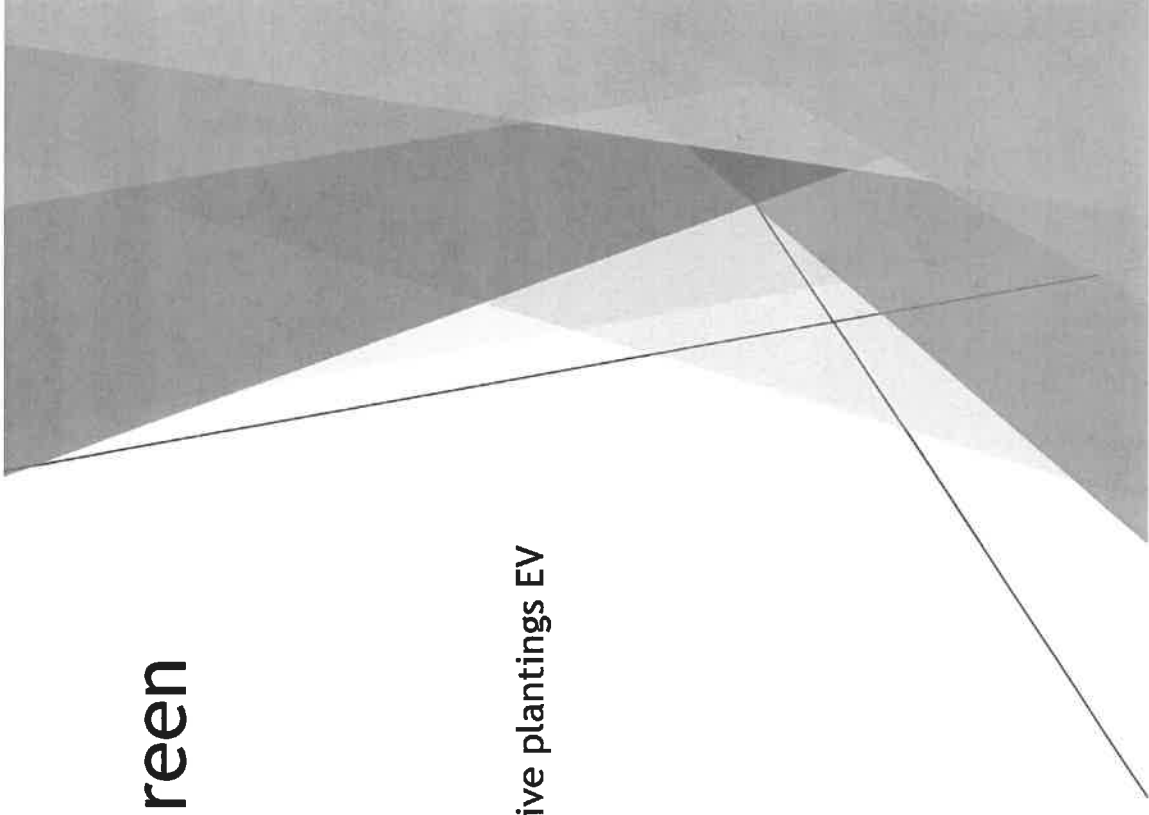
# New York State Stretch Code Initiative

- ▶ More stringent than 2020 Energy Conservation Construction Code
- ▶ Leading to on average 10-12% energy efficiency and saving
- ▶ Significant energy and utility cost saving
- ▶ Reduced building operational costs
- ▶ Reduced environmental impact
- ▶ Increased occupant comfort and health
- ▶ Increased real estate value



# Example: Hastings-On-Hudson Green building code

- ▶ Point Value system provides choice and flexibility
- ▶ Custom code exceeds NYS stretch code
- ▶ Includes elements such as stormwater runoff, irrigation, native plantings EV charging stations, light trespass among others
- ▶ Enacted in 2013





Use this checklist if your Applicable Project is subject to Part 3 of the Code as specified in §160-2(C) and is New Construction, or an Addition or Alteration in excess of the lesser of 1000 square feet or 50% of the aggregate area of the individual unit.

Indicate below how you will achieve 5 points

additional requirement	Point Value	points earned
Rainwater Harvesting §160-18(A)	2	
Construction Waste Management §160-18(B)	1	
Economy of Wood Construction Framing §160-18(C)	1	
Whole-Building Energy Simulation §160-18(D)		
New Buildings		
15%	2	
25%	3	
35%	4	
Existing Building Renovations		
12%	2	
20%	3	
25%	4	
Primary Geothermal Heating and Cooling §160-18(E)	3	
Heat Recovery Ventilation §160-18(F)	1	
Solar Electricity (Photovoltaics) §160-18(G)	3	
Passive Solar Heating Strategies §160-18(H)		
Impacts on Addition or Alteration	2	
Impacts Entire Structure	3	
Solar Hot Water §160-18(I)	2	
High Efficiency Cooling System §160-18(J)	1	
High Efficiency Heating Equipment §160-18(K)		
5 percentage points or greater than AFUE	1	
10 percentage points or greater than AFUE	2	
Green/Vegetated Roofs §160-18(L)	2	
Light Emitting Diodes §160-18(M)	1	
Recycled Content Materials §160-18(N)		
10% - 19.99% (by cost)	1	
20% or greater (by cost)	2	
Salvaged or Reused Materials §160-18(O)(1)	1	
Salvaged or Reused Materials §160-18(O)(2)	2	

# Bonniello Brothers Somers Crossing Townhouse Condos Project

- ▶ Would SURPASS the code that this committee is suggesting—goes beyond the basic code
- ▶ Those buildings use  $\frac{1}{4}$  of a non-energy efficient building would use
- ▶ For example, if a standard 2000 sq ft would cost \$4-5,000/year in energy costs, these new buildings/single family homes/townhomes would cost \$1500 or give you a savings of several thousands of dollars a year
- ▶ Homes have greater comfort and stability and are more valued
- ▶ <https://www.bonniellodevelopment.com/energy>

# This is what our committee is suggesting

- ▶ (recap)
- ▶ We can **phase** it in!
- ▶ Its only for renovation and new construction projects above a certain dollar amount
- ▶ Cost-efficient
- ▶ At some point, everyone will be doing this and the next code iteration will require this for all construction. Somers has been adopting sustainable measures for the last many years and this is an opportunity to further demonstrate our commitment

Sent to:  
TB, RA, TC  
1/27/2021  
KD

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

For processing data recorded 01/01/2021 through 12/31/2021

January 7, 2021

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

### SCOPE OF SERVICES

#### A. Compilation

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

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

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

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

#### C. GIS

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

#### D. Responsibilities of the CLIENT

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

### ADMINISTRATIVE

#### A. Documenting Progress

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

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

### TIMING

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

### COST

Map/GIS Maintenance Service	\$4,100.00
Building Footprints (if building sketches are provided as described above)	\$15.00/building added or changed

### DELIVERABLES

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

### PAYMENT

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

### GUARANTEE

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

Sent to:  
TB, TA, TC  
1/27/2021  
KD

# TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF SOMERS, NY

This is a contract made this 7 day of January, 2021, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Somers, NY, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated January 7, 2021, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$4,100.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$15.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

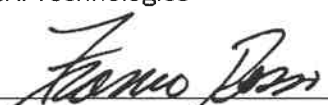
This contract shall be construed under the laws of the State of New York.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Somers, NY

CAI Technologies

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

  
\_\_\_\_\_  
Franco D. Rossi  
President

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

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

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

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

Tammi Savva, Senior Office Assistant  
Town of Somers, NY  
335 Route 202  
Somers, NY 10589

The current Notification Services Subscription Agreement (the "Agreement") for the **Town of Somers, NY** for the provision of the CodeRED® and CodeRED Weather Warning® services will expire at **12:01 am on April 13, 2021**. The Agreement contains a clause that enables us to renew it with the same terms and conditions, providing both parties agree to the renewal. We would like to renew the Agreement for the period of **April 13, 2021** through **April 12, 2023**, for a total cost of **fifteen thousand dollars (\$15,000.00) (\$15,000.00 for CodeRED® and \$0.00 for CodeRED Weather Warning®.)**, which may be paid in annual installments of **seven thousand five hundred dollars (\$7,500.00) per year**.

If you have any questions regarding the submission of this form or renewal process, please contact me at 386-676-0294 ext. 1170. If you have any questions regarding the details of the Agreement, you may contact our Assistant General Counsel, Amanda Bowman at ext. 1209, who will set up a call with the appropriate member of our team who is best able to answer your questions.

Jodi Baker  
Contract Manager

If you do not wish to renew the Agreement please call 888-848-6337 and speak with Amanda Bowman, who may refer you to the appropriate member of our team, so we can begin the account deactivation process.

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

Sent to:  
TB, TA, TC  
2/1/2021  
KO

**RESOLVED**, that the Town Board of the Town of Somers does hereby direct the Town Assessor -- pursuant to subpart D (Part B) of Chap. 381 of 2020 NY State Law (Bill S9114/A11141) signed by New York Governor Andrew M. Cuomo on December 28, 2020 which authorizes every governing body of an assessing unit and local assessor to extend to the 2021 assessment roll, the renewal of the exemptions received on the 2020 assessment roll pursuant to sections 467 and 459-c of New York State Real Property Tax Law relating to persons age sixty-five and older and for certain persons with disabilities and limited income -- be allowed to require a renewal application to be filed when that Town Assessor has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died.

**WHEREAS**, on December 28, 2020, the Governor signed Chap. 381 of NY State Law per Senate bill 9114 and Assembly bill 11141 (subpart D) (Part B),

**WHEREAS**, the portion of Chap. 381 of 2020 NY State Law (subpart D) (Part B) allowed for the governing body of the assessing unit to provide further that such governing body may adopt a local law or resolution which includes procedures by which the assessor may require a renewal application pertaining to Senior Citizens' or Persons with Disabilities and Limited Incomes' partial property tax exemptions be filed when the assessor has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died; and provided further that no governing body of an assessing unit or the Assessor may require eligible recipients to appear in person to file a renewal application for any reason. This act shall take effect immediately and shall expire May 1, 2021. This act shall be deemed to have been in full force and effect on and after March 7, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Somers does hereby adopt such resolution to allow the Assessor to require a renewal application be filed when the Assessor has reason to believe that an owner who qualified for the exemption on the 2020 Assessment Roll may have since changed primary residence, added another owner to the deed, transferred the property to a new owner, or died.



Sent to:  
TB, TA, TC  
2/1/2021  
KS

Highway Department

# Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

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

NICHOLAS DEVITO  
Superintendent of Highways

THOMAS DEAGAN  
Deputy Supt. of Highways



MEMO TO: SUPERVISOR  
TOWN BOARD

FROM: NICHOLAS DEVITO  
SUPT. OF HIGHWAYS

DATE: JANUARY 26, 2021

RE: Purchased One New 2021 FREIGHTLINER DUMP TRUCK  
11'X12' MUNIBODY MODEL 114SD

The Superintendent of Highways requests to purchase One New 2021 Freightliner Dump Truck 11' x 12' Munibody model 114SD with Cab and Chassis. From Henderson Products/New York Freightliner in the amount of \$221,597.00 to be reimbursed from CHIPS Funds.

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

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NICHOLAS DEVITO  
SUPT. OF HIGHWAYS

cc: Town Clerk

**HENDERSON PRODUCTS, INC.**

PHONE: 414-362-3859 FAX: 414-362-3822

Page: 000001

REMIT TO:  
HENDERSON PRODUCTS, INC.

28401 NETWORK PLACE  
CHICAGO, IL 60673-1284

230365	0	02		230380		326808
6/16/2020	12/18/2020	702067	VOUCHER		260	12/18/2020

Bill to:

TOWN OF SOMERS, NY  
TOWN GARAGE  
ROUTE 100  
SOMERS, NY 10589

Sold to:

TOWN OF SOMERS, NY  
TOWN GARAGE  
ROUTE 100  
SOMERS, NY 10589

				NET
	TOWN OF SOMERS VIN#1FVAG3DV6MHMP7471 Serial # RSP-766278-1 Serial # HT-766278-1 Serial # MB2-766278-1 INSTALL 11'/12' MUNIBODY, FRONT CENTER, SS, DUAL AUGER - FLAT FLOOR INSTALL 11'X42" REVERSIBLE PLOW, POLY INSTALL HERCULES PIN HITCH INSTALL FORCE AMERICA HYDRAULICS			
5	EA	1	1	0
	IDCINSTALL		107,600.00	107,600.00
	INSTALL,ALL IDC LOCATIONS			
			Sales Amount	107,600.00
			Misc. Charges	.00
			Freight	.00
			Sales Tax	.00
Please pay from this invoice.				

The purchaser is liable for any federal, state or local taxes assessed against the sale or INVOICE unless they are collected as a specific part of the INVOICE. No goods are to be returned for credit without prior authorization. Returns which are not due to a Henderson issue are subject to a 20% restocking fee. A 1.5% per month delinquency charge will be added to unpaid balance of the INVOICE if not paid within 30 days from date of INVOICE. Annual percentage rate is 18%.

TERMS: Net 30 Days

INVOICE TOTAL

\$107,600.00

**Discount terms offered on sale amount only.**

**No discount allowed on freight charges.**

Cash, check or ACH transfer are acceptable cash discount payments

Prepared for:  
 NICK DEVITO  
 TOWN OF SOMERS  
 135 ROUTE 282  
 SOMERS, NY 10589  
 Phone: 914-610-1701

Prepared by:  
 NEW YORK FREIGHTLINER  
 129-01 ATLANTIC AVENUE  
 RICHMOND HILL, NY 11418  
 Phone: 718-846-8150 x118

## TOWN OF SOMERS QUOTATION

2020 114SD 4X2 CONVENTIONAL CHASSIS

	# of Units	Per Unit	Total
VEHICLE BASE PRICE PER ONEIDA CONTRACT #2025	1	\$ 91,983	\$ 91,983
OPTION C DETROIT DD13 w/6W4 5yr/100,000 WARRANTY		\$ 3,768	\$ 3,768
OPTION F ALLISON 4500RDS AUTOMATIC w/5YR WARRANTY		\$ 10,750	\$ 10,750
OPTION K SET BACK AXLE CREDIT		\$ (701)	\$ (701)
DISCOUNT ADDITIONAL FACTORY OPTIONS \$10,571.00 MINUS 35.80%		\$ 6,786	\$ 6,786
DELIVERY FROM FACTORY TO BODY COMPANY PDI, NYS INSPECTION AND FINAL DELIVERY TO CUSTOMER INCLUDED		\$ -	\$ -
 CUSTOMER PRICE		\$ 112,586	\$ 112,586
 OPTIONS AND EXTENDED WARRANTY			
AXLES 3 YEARS/100,000 MILES		\$ 161	\$ 161
TOWING 5 YEAR/UNLIMITED MILES \$550.00 CAP WARRANTY RELATED		\$ 300	\$ 300
ON SERVICE KIT NON CONTRACT		\$ 450	\$ 450
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
OPTIONS SUB TOTAL		\$ 1,411	\$ 1,411
BALANCE DUE		\$ 113,997	\$ 113,997

PLEASE MAKE PURCHASE ORDER OUT TO  
 DIEHL AND SONS INC DBA NEW YORK FREIGHTLINER  
 129-01 ATLANTIC AVE  
 RICHMOND HILL, NY 11418  
 ATTN: DOUG AUSTIN

COMMENTS: Projected delivery on \_\_\_/\_\_\_/\_\_\_ provided the order is received before \_\_\_/\_\_\_/\_\_\_  
 APPROVAL: Please indicate your acceptance of this quotation by signing below

CUSTOMER X [Signature] Date 4/13/22



ONEIDA 2025 2 0070

Sent to:  
TB, TA, TC  
2/1/2021  
KD

**Somers Department of Parks & Recreation**

PO Box 46 Somers, New York 10589

OFF: (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 28, 2020

To: Town Board

From: Steven Ralston  
Superintendent of Parks and Recreation

Re: Request for Approval

After review and unanimous approval by the Park Board at their January 27 meeting, request permission to execute the attached contract with Raymond Michael Ltd in the amount of \$152,430 for the purchase, delivery and installation of playground equipment (on the Sourcewell Contract) to replace the original equipment in donated in 1998 by the Donnelly Family.

Request permission to allocate 157,000.00 from recreation fees to include the above contract, purchase of safety surfacing (fibar) from the County Contract, old equipment removal and surface preparation.

C: Director of Finance  
Town Clerk  
Park Board

# Raymond Michael, Ltd.

439 North Terrace Avenue

Mount Vernon, NY 10552

Phone: 914-667-6800 Fax: 914-665-8011

Toll-Free: 800-922-0599

PLAYGROUND SALES - CONSULTATIONS  
INSTALLATIONS - FULLY INSURED

DATE: 12/18/2020

TERMS: Purchase Order

MISC: Sourcewell Contract #030117-LTS

## PROPOSAL & ORDER FORM

ORDER #	CUST. P.O.	CODE	SHIP VIA	Truckload
S O L D T O	Town of Somers Parks & Recreation 82 Primrose Street Katonah, NY 10536 914-232-8441	S H I P T O		
		Reis Park 82 Primrose Street Katonah, NY 10536		

QTY.	PROD #	DESCRIPTION	UNIT PRICE	TOTAL
		PLAYWORLD 2021		
1	reis park 12-18	Steel Playmaker Composite Structure for Ages 5-12/ Designed to Accommodate 118 Users/ Brown Decks, White Posts, Forest Green Components & Blue/Beige Plastic		\$ 130,625.00
		Subtotal		\$ 130,625.00
		(Less Sourcewell Discount & Add't Manufacturer Incentive)		\$ (19,595.00)
		Equipment Total		\$ 111,030.00
		Installation of Equipment		\$ 38,900.00
		Purchase Order To Be Made Out To: Playworld, Inc 1000 Buffalo Road Lewisburg, PA 17837		

\*ORDERS MUST BE SIGNED AND DATED

X

Purchase Authorized By \_\_\_\_\_ Date \_\_\_\_\_

Signing of this Proposal/Order Form constitutes  
approval of the purchase of goods and/or  
services itemized herein.

Provide Certificate of Capital Improvement. No Sales  
Tax on Installation. ☐

SUBTOTAL	\$ 149,930.00
PLUS INSTALLATION	
PLUS FREIGHT	\$ 2,500.00
SALES TAX ON FREIGHT & EQUIP. (If Applicable)	
LOCALE	
TOTAL	\$ 152,430.00
LESS DEPOSIT DUE	
BALANCE DUE	On Completion \$ 152,430.00

TERMS: All merchandise is F.O.B. shipping point. Net 30 days from date of invoice to established accounts. All others by deposit with  
balance due on a C.O.D. basis or Net 10 Days at the discretion of the company.

"Playgrounds of Distinction"

# REIS PARK

Proposed Site Plan for 5-12 Play Area

PLAYWORLD



**Raymond Michael, Ltd.**

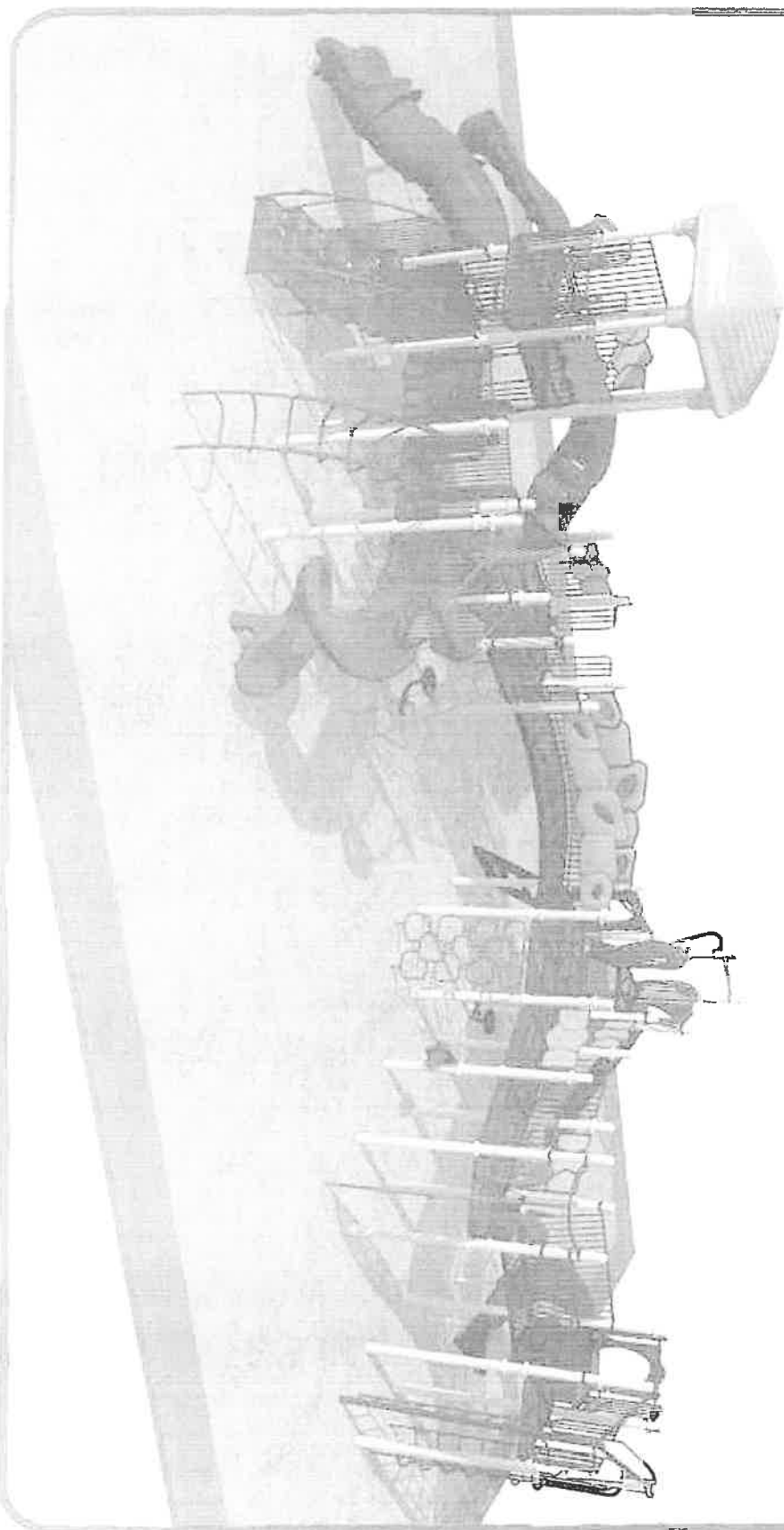
419 South Broadway, Suite  
Pawcatuck, CT 06355  
Pawcatuck, CT 06355  
800-922-0589

Proposed Site Plan for 5-12 Play Area

# REIS PARK

Proposed Site Plan for 5-12 Play Area

PLAYWORLD



**Raymond Michael, Ltd.**

420 N. 4th St., Suite 200  
New York, NY 10038  
Tel: 212-447-6813 Fax: 212-447-6811  
800-922-0590

Proposed Site Plan for 5-12 Play Area

# REIS PARK

Proposed Site Plan for 5-12 Play Area

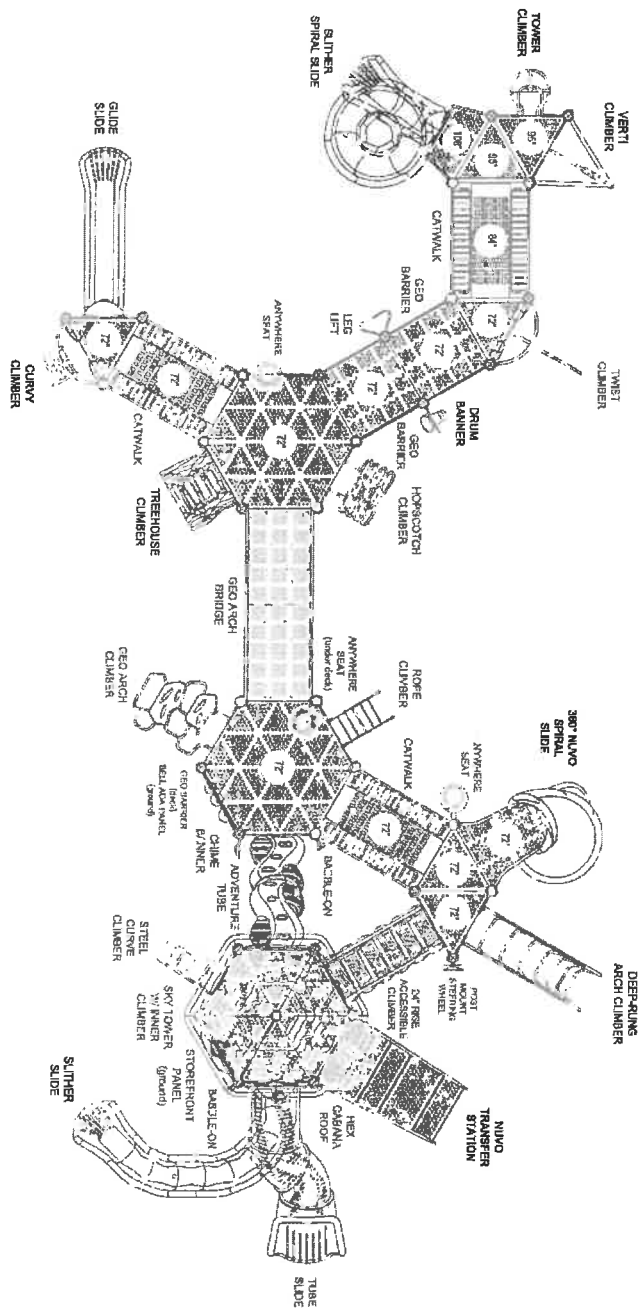


**Raymond Michael, Ltd.**  
100 South 7th Street  
Hollywood, FL 33020  
Tel: 314-677-4600 Fax: 314-445-9011

800-922-0590

The Playworld of Tomorrow Starts Here





**PLAYWORLD**  
TM

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Reis Park

Proposed Site Plan for 5-12 Play Area



**2021  
SITE PLAN**

- COMPLIES WITH**
- ☒ ASTM F1487-17
  - ☐ ASTM F1487-98
  - ☒ CPSC #325
  - ☒ ADA - ADAAG
  - ☐ CSA Z614-03

**SITE PLAN**

PROJECT NO: **Reis Park**

DATE: **12-18-20**

SCALE: **NTS**

DRAWN BY: **RM/L**

Raymond Michael, Ltd.  
439 North Tornado Ave.  
Mount Vernon, NY 10552  
914-667-6900

**CHRISTOPHER T. KURTZ, ESQ.**

[ckurtz@bsk.com](mailto:ckurtz@bsk.com)

P: 516.267.6392

F: 516.267.6301

January 13, 2021

**VIA EMAIL ONLY**

Mr. Rick Morrissey  
Town Supervisor  
Town of Somers  
335 Route 202  
Somers, New York 10589

Re: *Retention of Bond, Schoeneck & King, PLLC for Legal Services*

Dear Supervisor Morrissey:

We are pleased to confirm our continued representation of the Town of Somers ("Town") as special counsel for labor and employment legal services.

We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," as well as below.

Our billings will be based on the time (in tenth of an hour increments) that our attorneys and other service professionals devote to the Town's matters. I, Christopher T. Kurtz, will be the attorney primarily responsible for this representation, but we may assign other attorneys or paralegals as necessary and appropriate to meet the needs of the Town's representation.

This letter will confirm that you have agreed to the following hourly rates for attorneys who may work on the Town's matters: Effective January 1, 2021 – \$265 per hour for Members (Partners); \$220 per hour for Senior Counsel and Associates; \$150 per hour for Paralegals and Law Clerks; and Effective January 1, 2022 – \$275 per hour for Members (Partners); \$225 per hour for Senior Counsel and Associates; \$150 per hour for Paralegals and Law Clerks. These rates reflect the knowledge, experience and expertise of each individual assigned. Any work I perform will be billed at the Members rates herein

If the Town fails to pay our fees and disbursements as provided in this letter and the enclosed Terms of Representation, then we may, consistent with our obligations to the Town under the Rules of Professional Conduct, discontinue our representation of the Town and/or take other appropriate action.

Supervisor Morrissey  
Town of Somers  
January 13, 2021  
Page 2

If these terms, including the enclosed Terms of Representation, are acceptable, please sign where indicated below, and return the signed letter to me via email and mail. Our representation of the Town will continue upon receipt of a signed copy of this agreement.

We appreciate the opportunity to continue to be of service, and look forward to working with you, the Town Board, and your entire Town team. If you have any questions about this letter, or about any aspect of our representation and arrangement, please do not hesitate to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC

A handwritten signature in black ink, appearing to read 'CTK', is written over a horizontal line.

Christopher T. Kurtz

Attachment

**Agreed and Accepted:**

\_\_\_\_\_  
Town of Somers  
By: Rick Morrissey, Town Supervisor

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

## BOND, SCHOENECK & KING, PLLC

### TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter. If you disagree with any of these terms, please notify Bond immediately so that we can resolve any differences at the outset of this engagement.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. Client understands that it should not provide us with confidential information regarding any affiliated or related entity during the course of this representation (and doing so will not make the affiliate or related entity a client).

2. **Our Services.** The scope of our services is described in the accompanying engagement letter. That scope may change over time, but changes must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation or notifying any insurance carrier of the existence of, or our involvement in, a matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, it is important that you keep us informed of any relevant information or developments relating to your matter and to provide Bond with all relevant information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, to take any action that Bond believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting a number of factors, including the knowledge, experience and expertise of each individual assigned. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. Expenses incurred to third parties will either be forwarded to Client for payment or, if paid by our firm, billed at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action.

We will similarly bill Client for our time and expense in responding to subpoenas or other judicial orders or proceedings arising out of our representation of Client in this matter.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice, and the failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Communications.** We expect that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we believe, and we understand that you agree, that the benefits of using this technology outweigh the risk of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you will advise us. You should make sure that any computer or device you use in communicating with us is password protected and not accessible for use by any third party, as that could impact the attorney-client privilege.

6. **In-Firm Privilege.** Our firm has a General Counsel who provides assistance to our lawyers and staff. You agree that if any of Bond's lawyers representing you consult with Bond's General Counsel (or designee) regarding your representation, those are privileged and confidential communications of Bond. You will not be billed for any such communications or consultations.

7. **Files.** Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession (we may convert file materials to electronic form, at our discretion). Client may be charged reasonable costs associated with compiling and/or copying file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc. prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain client materials of significance for a period of seven years following the end of the matter. Thereafter, we may destroy them without further notice to you.

8. **Termination of Representation.** You have the right to terminate our representation at any time for any reason, and we may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses;

(2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct.

In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide.

9. **Governing Law and Venue.** The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the State of New York, without regard to conflicts of laws principles. You agree that any lawsuit between us arising out of our representation of Client must be brought in a court with appropriate subject matter jurisdiction located in and/or for the county in which our office which issued your engagement letter is located and each of us consents to personal jurisdiction before such court.