

OFFICE OF THE SUPERVISOR

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

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, APRIL 8, 2021
www.somersny.com**

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS (Via Remote Access):

1. For the placement of Stop Signs at Warren Street & Hachaliah Brown Drive and at Westridge Drive & Lovell Street
2. Proposed Comcast Franchise Agreement between the Town of Somers, NY and Comcast

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

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

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VI. BUSINESS OF THE BOARD:

A. TOWN BOARD:

1. Town of Somers Covid-19 – Update
2. Telecommunications Task Force – Update
3. Sustainable Westchester - Presentation
4. Woodard and Curran Professional Engineering Services Proposal – BHD Water District Study - Town House and Annex Water Supply – Discussion
5. Authorize the 2021 License Application Renewal to Collect Refuse within the Town of Somers for Oak Ridge Hauling, LLC, and AAA Carting & Rubbish Removal, Inc. per April 2, 2021 memo from Patricia Kalba, Town Clerk, dated April 2, 2021.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. Current Vacancies:

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

2. Upcoming Vacancies - Terms Expiring in 2021:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2021.)

3. Authorize the reappointment of Mr. Jim Boniello to the Somers Parks and Recreation Board to a three-year term ending March 9, 2024.

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4. Authorize the hiring of Mr. Frederick McQuillan, for the position of full-time Water Maintenance Worker Grade 1 in the Water and Sewer Department for 40 hours a week effective April 23, 2021 with a delayed start date of May 3, 2021 contingent upon the successful results of a physical, drug test, reference, background, and driver license checks and in accordance with the CSEA Contract Appendix B at Grade 6, Step 10 at an annual salary of \$73,615.00 per memo dated April 2, 2021 from Adam Smith, Water Superintendent.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: - No additional business.

H. CONSENSUS AGENDA:

1. Accept the following Bond per March 18, 2021 memo from Steven Woelfle, Principal Engineering Technician:
 - a. \$720.00 Erosion Control Bond – NYAW Dykeer GAC Site Plan, Tree Removal, Stormwater Management and Erosion and Sediment Control Permit and GPOD SEUP Resolution #2020-08 - TM: 16.16-3-1
2. Schedule a Public Hearing for the out of district water billing impacting twelve (12) customers in the Amawalk-Heights Water District, for May 13, 2021.
3. Schedule a Public Hearing for the proposal for Signage Multi-Occupancy Properties for May 13, 2021.
4. Refer to Town of Somers Planning Board and Westchester County Planning the Proposed Code Modification for the Groundwater Protection Overlay District.
5. Acknowledge completion and receipt of the Town Justice Court Audit by our Certified Public Accountants O'Connor Davies., LLP in accordance with Section 2019-a of the Uniform Justice Court Act for the year ending December 31, 2020.
6. Authorize a 2020 General Fund Budget Transfer per March 5, 2021 email from Robert Kehoe, Director of Finance.
7. Acknowledge the retirement of Syrette Dym as Director of Planning for the Planning and Engineering Department for the past 9 years effective March 31, 2021.

SOMERS TOWN BOARD
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8. Authorize the reappointment of Mr. John Papalia to the Somers Parks and Recreation Board to a three-year term ending March 9, 2024.
9. Authorize the reappointment of Mr. Kevin Westerman to the Somers Parks and Recreation Board to a three-year term ending March 9, 2024.
10. Authorize the reappointment of Mr. Richard Nash to the Somers Architectural Review Board to a three-year term ending March 31, 2024.
11. Authorize the Supervisor to execute the 2020 Contract with the South Salem Animal Hospital for the boarding of impounded dogs from the Town of Somers per memo from Patricia Kalba, Town Clerk, dated April 2, 2021.

**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, APRIL 8, 2021
www.somersny.com**

2021 Calendar

April 8, 2021	7:00pm	Town Board Regular Meeting Public Hearing via Remote Access: For the placement of Stop Signs at Warren Street & Hachaliah Brown Drive and at Westridge Drive & Lovell Street. Public Hearing via Remote Access: Proposed Comcast Franchise Agreement between the Town of Somers, NY and Comcast.
May 6, 2021	7:00pm	Town Board Work Session
May 13, 2021	7:00pm	Town Board Regular Meeting
June 3, 2021	7:00pm	Town Board Work Session
June 10, 2021	7:00pm	Town Board Regular Meeting
July 1, 2021	7:00pm	Town Board Work Session
June 8, 2021	7:00pm	Town Board Regular Meeting

4/7/2021 1:54 PM
Z:\Supervisor\kdelucia\TB Agendas\2021\Apr 8, 2021 Regular Meeting.docx

Sent to:
TB, TA, TC
4/2/21
KD

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on April 8, 2021 at 7:00 p.m. via Remote Access on a proposed Local Law to amend to amend Chapter 158 entitled Vehicles & Traffic of the Town of Somers

1. Article V entitled Stop and Yield Intersections Section 158-19 Stop Intersections

Designated is hereby amended to add the following:

Stop signs at Warren Street & Hachaliah Brown Drive and at Westridge Drive & Lovell Street

Meeting Access details are as follows:

View on TV:

Residents can view the meeting live on the Town's local Cablevision Channel 20 or Comcast Channel 12 (Heritage Hills).

View on the Internet:

The meeting will be streamed live on the Town of Somers NY YouTube page:

https://www.youtube.com/channel/UCd_Bfxhc_GFW8ilyrKAgOCw

Call In during designated time during the meeting to provide comments and ask questions:

Dial any of the following Zoom phone numbers:

1 253-215-8782, 1 301-718-8592, 1 312-626-6799, 1 346-248-7799, 1 408-638-0968, 1
646-876-9923, 1 669-900-6833

Enter Meeting ID: 599 874 6566

Please wait in the queue for your call to be answered.

Text comments/questions:

914-804-6613

Email comments/questions:

Town Board -- tbmeeting@somersny.com

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

By Order of the Town Board
of the Town of Somers

Patricia Kalba
Town Clerk

Dated: March 25, 2021

Sent to:
TB, TA, TC
4/8/21
KD

TOWN OF SOMERS

Local Law No. _____ for the Year 2021

A Local Law to amend the Code of the Town of Somers by amending Chapter 158 entitled Vehicles and Traffic.

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

1. Section 158-19 Stop Intersections Designated is hereby amended as follows:

SSS. Pursuant to Section 1660 Subdivision 1 of the Vehicle and Traffic Law, stop signs shall be installed at the following locations:

1. Northwest corner of Lovell Street at intersection with West Hill Drive.
2. Southeast corner of Lovell Street at intersection with West Hill Drive.
3. Northwest and southeast corners of Warren Street at intersection of Hachaliah Brown Road.

2. Effective Date. This Local Law shall be effective upon filing of same with the Secretary of State of the State of New York.

Sent to's
TB, TA, TC 4/8/21
KD

Kim DeLucia

From: Steve Woelfle
Sent: Wednesday, February 24, 2021 4:22 PM
To: Patricia Kalba; Mike Driscoll; Nick DeVito
Cc: Rick Morrissey; Kim DeLucia
Subject: RE: Proposed Stop Signs

After further discussions with the Police Chief and Highway Super we offer the following:

Warren Street and Hachaliah Brown

- We would like to explore the installation of a mirror, prior to the use of stop signs, to see if that would alleviate the sight distance issue with the large sycamore tree.

Westridge and Lovell Street

- Do we have any accident history reports to help determine the need for stop signs at this intersection? The existing stop sign at the exit from Westridge should be made more visible due to existing vegetation and a stop bar should be added.

Steven Woelfle
Town of Somers-Engineering Dept.
Phone: (914) 277-5366
Fax: (914) 277-4093

From: Patricia Kalba <pkalba@somersny.com>
Sent: Friday, February 5, 2021 12:24 PM
To: Mike Driscoll <mdriscoll@somersny.com>; Nick DeVito <ndevito@somersny.com>; Steve Woelfle <swoelfle@somersny.com>
Cc: Rick Morrissey <supervisor@somersny.com>; Kim DeLucia <kdelucia@somersny.com>
Subject: Proposed Stop Signs

I am aware that most, if not all of you have looked into the placement of the proposed stop signs. We are formally referring this at this time. Please let me know if there are any objections.

"Refer out request for stop signs at Warren Street & Hachaliah Brown Drive and at Westridge Drive & Lovell Street."

Best,

Patty

Patricia Kalba, RMC, CMC
Town Clerk

Town of Somers
335 Route 202
Somers, New York 10589

Sent To:
TB, TA, TC
4/8/21 KD

Rick Morrissey

From: Milano, Clarissa {PBC} <Clarissa.MilanoCiciola@pepsico.com>
Sent: Monday, March 1, 2021 10:59 AM
To: Rick Morrissey
Subject: Stop Sign Installation on Warren St

March 1, 2021

Clarissa Milano
15 Warren Street
Somers, NY 10589

Office of the Supervisor – Town of Somers
335 Route 202
Somers, NY 10589

Town Supervisor Morrissey,

I would like to express my support for the installation of stop signs at the intersection of Warren Street and Hachaliah Brown Drive.

Although officially classified as a Somers residential Street, Warren street has in the past decade become a major thoroughfare for both commercial trucks and passenger vehicles from surrounding communities. The volume and excessive speed of such traffic has increased even further since the opening of DeCicco's.

Currently, residents must enter Warren Street from the East or West side of the Hachaliah Brown intersection into a high volume of speeding trucks and cars. Installing the stop signs will enable residents to access Warren street safely.

Moreover, the installation of such stop signs will decrease the speed and volume of such traffic and dramatically reduce the risk to all residents of Warren Street and their children.

Thanking you,

Clarissa Milano
914-263-6683 Sent from my iPhone

Sent to:
T&TA, TC 4/8/21
KO

Rick Morrissey

From: Vicki DiSanto <vdisanto@wlsmail.org>
Sent: Monday, March 29, 2021 1:19 PM
To: tbmeeting@somersny.com
Subject: Placement of Stop Signs public hearing

Good afternoon, I disagree that stop signs should be posted at these places. These are continuous well-traveled roads in Somers, and not major intersections.

Thank you.

Vicki DiSanto

Sent to:
TB, TA, TC 4/8/21 KD

Rick Morrissey

From: Serena <curlyotr@optonline.net>
Sent: Monday, March 29, 2021 7:16 PM
To: tbmeeting@somersny.com
Subject: Stop signs

I think a stop sign at the intersection of Hachaliah Brown and Warren only makes sense facing Hachaliah Brown. (If the residents on the street would find it helpful at night for guests. On Warren St I don't think it's necessary given that it is a "T" and a stop sign will likely go unnoticed by drivers on Warren. Visibility to traffic both ways is quite open. On Lovell it makes sense as so many people come and go from Heritage Hills and if you don't live around here you would have no idea to expect a turn there. It's not easy to see.

I appreciate the opportunity to comment.

Sincerely,
Serena Berger
58 Driftwood Dr.
Somers

Sent to:
TB, TA, TC 4/8/21 KD

Rick Morrissey

From: Jason Kaufman <j.kauf17@gmail.com>
Sent: Monday, March 29, 2021 7:47 PM
To: Wendy Getting; Steve Woelfle; tbmeeting@somersny.com
Subject: Placement of Stop Signs on Warren St and Lovell St

Good evening - I received a notification today regarding the Public Hearing for placement of stop signs on Warren St and Lovell St. I have a few questions:

Are all-way stops being proposed at both intersections?

Has the Town conducted a study for each location utilizing recent speed and volume data?

Do these locations meet Warrants?

Have other alternatives been considered to address speeding (assuming the data confirms that to be the case)?

Are there a high number of crashes at these intersections?

I look forward to hearing from you.

Jason Kaufman

Sent to:
TB, TA, TC 4/8/21
KD

Rick Morrissey

From: picco <jenpicco@optonline.net>
Sent: Friday, April 2, 2021 1:00 PM
To: tbmeeting@somersny.com
Subject: 4/8 Meeting- Stop Sign at Hachaliah Brown Drive

Dear Member of the Town Board of Somers,

My family and I live at 2 Hachaliah Brown Drive, which is the corner of Hachaliah Brown and Warren Street. We feel that we DESPERATELY need a stop sign at this location. My children stand at the corner of Hachaliah Brown and Warren Street and wait for the bus every day. Countless times, we see drivers speeding past them, often distracted and unaware that there are children just feet away from them. My children often have to stand farther up the road for fear of getting hit by a speeding driver. We ask the board to please place a stop sign at this location for the safety of the drivers, pedestrians, and families on both Warren Street and Hachaliah Brown Drive.

Sincerely,

Jen and Keith Picco

914-844-6040

Sent to:
TB, TA, TC 4/8/21 RD

Rick Morrissey

From: Liz Battista <lizbattista@yahoo.com>
Sent: Tuesday, April 6, 2021 2:19 PM
To: tbmeeting@somersny.com; Kim DeLucia
Subject: Warren/Hachaliah Stop Sign Proposal Inquiry

Good Afternoon,

We are the residents of 20 Warren st.. In preparation for this week's public hearing on the proposed stop signs at Warren st., and Hachaliah Brown Dr., can you provide us with specific information about where the proposed stop sign would be placed in relation to our driveway? Assuming it is between our driveway and the driveway of 18 Warren st, approximately how many feet would it be away from our mailbox? We would like this information prior to the meeting if possible, so that we can have a clearer idea of what is being proposed.

There is a photo attached for your reference.

Thanks very much in advance.

Anthony and Liz Battista



Sent to:
TB, TA, TC 4/8/21 KO

Rick Morrissey

From: Liz Battista <lizbattista@yahoo.com>
Sent: Wednesday, April 7, 2021 10:26 AM
To: tbmeeting@somersny.com; Rick Morrissey
Cc: Kim DeLucia
Subject: Comments/Questions for April 8th Public Hearing for Placement of Stop Signs
Attachments: speeding petition.pdf

To the Somers Town Board,

We are the residents of 20 Warren St. and we are writing to follow up about an issue that was raised at the February 4, 2021 town board meeting regarding the proposed stop signs at Hachaliah Brown Dr. and Warren St.

According to my recent communication with the town, the newly installed traffic mirror at our driveway (20 Warren st) may be taking the place of the proposed stop signs that were discussed at the Board Meeting that was held on Feb. 4th. While the mirror is helpful, it still does not help with the very high speeds that people travel the road.

At the Feb. 4th meeting, Supervisor Morrissey accurately explained "... what's happening is that (Warren st.) becomes a speedway that people fly down, to the stop sign at 202...If you take a left (out of our driveway) it's very, very difficult because cars come flying down the hill and are not stopping."

If at the upcoming Board meeting on April 8th, the Board is saying that the proposed stop sign is not needed, I wanted to provide you with some of my questions and concerns ahead of time:

1. The mirror does not assist with the issue of speeding that was previously acknowledged. Instead of slowing people down to abide by the speed limit, should the onus of safety now be on us as we leave our driveway?
2. Do we have speed and volume data for Warren St. that dictates stop signs or other measures are not necessary?
3. I plan to attend the upcoming meeting on April 8th, and I have spoken to other concerned Somers residents who live on or near Warren St., or who travel the road frequently, and some of these residents have signed the *attached petition* calling for greater measures to be taken to reduce the speeding on Warren St.. Please see attached.

We very much appreciate your consideration with this issue, and thank you in advance for your time.

Respectfully Submitted,
Liz and Anthony Battista
and Concerned Citizens

Recipient: Somers Neighbors

Letter: Greetings,

Stop Speeding on Warren St.-Somers

If you live on or near Warren st. in Somers or travel that way frequently (Heritage Hills) you probably know that people speed up and down the road, sometimes upwards of 60mph. They fly! We live right on Warren and we have a 4 year old son. Our neighbors also have two young children. The way people have driven down this road is terrifying.

We also have a large tree that blocks us from seeing out of our driveway to oncoming traffic. The town owns the tree and will not take it down, so instead they put a mirror up to allow us to see down the road. While this is helpful, it certainly does not slow down the **CONSTANT SPEEDING** that takes place on the road. The town has proposed putting a stop sign in the middle of the straight away to get people to slow down, however now that they put a mirror at our driveway they feel that the stop signs are not necessary.

There will be a public hearing on April 8th regarding this matter and I plan to present this petition before hand. If you're as concerned about the speeding as we are, please **SIGN THIS PETITION** to let the town know.

Thanks in advance,

Signatures

Name	Location	Date
Liz Battista	US	2021-03-30
Kristy DiDona	Somers, NY	2021-03-30
Jean Rosenfeld	South Salem, NY	2021-03-30
Liz Battista	Somers, NY	2021-03-30
Adam Eliassof	Somers, NY	2021-03-30
Diana Lore	New York, NY	2021-03-30
Fran Battista	Katonah, NY	2021-03-30
Karen Doman	Somers, NY	2021-03-30
William Baldwin	Somers, NY	2021-03-30
Meagan Doman	Somers, NY	2021-03-30
? Rachael Smothers	Peosta, US	2021-03-30
? Danielle Ottino	Mahopac, NY	2021-03-31
? Nekesha Saint-Louis	Chestnut Hill, US	2021-03-31
? Alyssa Gresham	Summerville, US	2021-03-31
? John Ferguson	Mahopac, NY	2021-03-31
? jennah rogers	Mauston, US	2021-03-31
? Davidson Laurent	Spring Valley, US	2021-04-01
? Ashleigh Sanders	Macon, US	2021-04-01
? Sophia Denisi	Voorhees, US	2021-04-01

Sent to: TB,TA,TC
4/8/21 KD

Rick Morrissey

From: Joan Traber <joantraber@yahoo.com>
Sent: Monday, April 5, 2021 11:08 AM
To: tbmeeting@somersny.com
Subject: Stop signs at Warren and Hachaliah Brown Drive for April 8th meeting

I am writing to comment on the three way stop sign being considered for the corner of Warren Street and Hachaliah Brown Drive. Having been on my Neighborhood Association's leadership in White Plains we were informed that the only reason for signs at three way stops were for safety and not speed according to NYS. I trust that that would also pertain to the proposed signage at Westridge Drive & Lovell Street. We were told if there is a documented history accidents on or near the proposed intersection. Have there been documented accidents in the areas of these two locations?

Please refer to page 28 from the Traffic Signs Handbook For New York State Local Roads 2011. This I believe is still i affect. See Below.



New York State Traffic Sign Handbook for Local Roads

1 - Intersections

Stop signs shall not be used at intersections controlled by three-color traffic signals. This does not prevent using them to control separately channelized turn lanes.

R1-1

Where roads intersect at a sharp angle, the stop sign should be installed so that it is clear to the traffic on the other road that it does not apply to them. It can be moved back from the intersection or angled away from traffic on the other road.

Stop signs are to be used at intersections where it has been determined that a stop is necessary. They can improve safety by assigning right-of-way and reducing the number of right-angle collisions at an intersection. However, stop signs cause substantial inconvenience and delay to motorists. Excessive use of stop signs can lead to disregard for them. Many drivers will run a stop sign, or only come to a rolling stop. Stop signs should not be used for speed control. There is some evidence that frequent stop signs may actually increase traffic speed between the signs. On roads with high traffic volumes, stop signs may also increase the number of rear-end accidents.

Thank you for considering the above guidance from NYS.

Sincerely,
Joan Traber
305 C Heritage Hills Unit C
Somers, NY 10589

Sent to:
TB PAITC 4/6/21
KO

Rick Morrissey

From: JOHN & EVELYN MAHONEY <jmahoney854@comcast.net>
Sent: Sunday, April 4, 2021 11:59 AM
To: tbmeeting@somersny.com
Subject: Lovell Stop Sign

Recommend the stop sign...During the growing season, hedges, bushes etc . on left side of Heritage exit road significantly limit the visibility on Lovell Street. Thank you.

Sent to:
TB, TA, TC
4/2/21
KO

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on April 8, 2021 at 7:00 p.m. via Remote Access on a proposed Comcast Franchise Agreement between the Town of Somers, NY and Comcast.

Meeting Access details are as follows:

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Residents can view the meeting live on the Town's local Cablevision Channel 20 or Comcast Channel 12 (Heritage Hills).

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The meeting will be streamed live on the Town of Somers NY YouTube page:
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Call In during designated time during the meeting to provide comments and ask questions:

Dial any of the following Zoom phone numbers:

1 253-215-8782, 1 301-718-8592, 1 312-626-6799, 1 346-248-7799, 1 408-638-0968, 1
646-876-9923, 1 669-900-6833

Enter Meeting ID: 599 874 6566

Please wait in the queue for your call to be answered.

Text comments/questions:

914-804-6613

Email comments/questions:

Town Board -- tbmeeting@somersny.com

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

By Order of the Town Board
of the Town of Somers

Patricia Kalba
Town Clerk

Dated: April 1, 2021

Sent to:
TB, TA, TC
3/1/21
KB



February 25, 2021

Rick Morrissey, Town Supervisor
Town of Somers
335 Route 202
Somers, NY 10589

Re: Renewal of Cable Television ("CATV") Franchise Agreement between the Town of Somers and Comcast

Dear Supervisor Morrissey:

As we have discussed, the Federal Communications Commission (FCC) has issued further guidance regarding cable related in-kind contributions contained in cable franchises. The August 2019 FCC 621 Order established that cable related in-kind obligations such as complimentary or reduced cost cable service constitute franchise fees and the fair market value of the services shall count against the maximum 5% franchise fee cap.

This letter shall serve as notice and memorialization of the agreement between the Town and Comcast whereby Comcast will continue to provide complimentary/reduced cost basic cable services to the below listed locations voluntarily and independent of the renewal franchise, but for a period of time consistent with the term of the franchise.

- a) Cable accounts located at 8 Heritage Hills, Somers, NY 10589:
 - 1. Heritage Hills Fitness Building.
 - 2. Heritage Hills Society Office (located within Heritage Hills Activity Center).
 - 3. Heritage Hills Administration Building at Heritage Hills Lake Lodge.

- b) Cable account located at 83 Warren Street, Somers, NY 10589:
 - 1. Heritage Hills Maintenance Building.

Comcast appreciates the opportunity to serve the residents of Heritage Hills and looks forward to continuing to provide our cable services. If you have any questions or concerns relating to this matter, please feel free to contact me at any time. Thank you.

Sincerely,

Matt Skane
Manager, Government & Regulatory Affairs
Western New England Region

**Cable Franchise Agreement
by and between the
Town of Somers
and
Comcast of New York, LLC**

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THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the Town of Somers, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA", also referenced herein as "Franchising Authority") and Comcast of New York, LLC, (the "Franchisee");

WHEREAS, Franchisee is the duly authorized holder of a Franchise to operate a cable television system in the Town of Somers, said Franchise having commenced on March 8, 2011;

WHEREAS, the LFA wishes to renew Franchisee's nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Town of Somers;

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Federal Cable Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, and has determined that Franchisee's plans for the construction, operation and maintenance of its Cable System are adequate and feasible in a full public proceeding affording due process;

WHEREAS, the Franchisee's technical ability, financial conditions and character were considered and approved in a full public proceeding affording due process;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with the franchise standards of the New York State Public Service Commission ("NY PSC") and the renewal of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions;

WHEREAS, the LFA finds that Franchisee has complied with the terms of its previous franchise;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated August 6, 2018 in conformity with the Cable Communications Policy Act of 1984 ("Federal Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Federal Cable Act and Section 891.2(a) of the rules of the New York State Public Service Commission (at 16 NYCRR Part 891);

NOW, THEREFORE, in consideration of the LFA's renewal of its franchise awarded to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the "Cable Act"), and Article 11 of Chapter 48 of the New York Consolidated Laws, as amended from time to time, unless otherwise defined herein. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video channel, which Franchisee may make available without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee excluding any entity related to the operations of NBC Universal.

1.3. *Basic Service*: The lowest tier of service which includes the retransmission of local television broadcast signals.

1.4 *Cable Act*: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 *et seq.*, amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

1.5. *Cable Law*: As used herein, the New York State statute and rules governing cable service franchises and service, as described in Article 11 of the new York State Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of

New York, as amended, to the extent authorized under and consistent with applicable federal law, including the Cable Act.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Federal Cable Act, 47 USC § 522(6), as amended.

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Federal Cable Act, 47 USC § 522(7), as amended.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Federal Cable Act, 47 U SC § 522(4), as amended.

1.9. *Drop*: The coaxial cable that connects a home or building to the feeder cable of the Subscriber Network.

1.10. *Educational Access Channel*: Pursuant to 47 U.S.C. 531, an Access Channel designated for noncommercial use by school districts, other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents, or municipal, county and State government, or agencies thereof.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, public health emergencies, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired, including the community of Heritage Hills, located in the Town of Somers, New York.

1.14. *Franchisee*: Comcast of New York, LLC and its lawful and permitted successors, assigns and transferees.

1.15. *Franchise Fee*: The percentage, as specified in this franchise, of Franchisee's "Gross Annual Revenues" remitted to the LFA in exchange for the rights

granted pursuant to the franchise, which shall have the meaning as set forth in Section 622(g) of the Federal Cable Act.

1.16. *Government Access Channel*: An Access Channel available for the noncommercial use of the LFA.

1.17. *Gross Annual Revenues*: Revenue received by Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include fees on subscriber fees, advertising or home shopping revenues, leased access fees, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Licensee on behalf of such entity.

1.18. *Local Franchise Authority (LFA)*: The Town of Somers, New York, or the lawful successor, transferee, or assignee thereof.

1.19. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.20. *NY PSC*: The New York Public Service Commission.

1.21. *PEG*: Public, Educational, and Governmental, as such are related to Access Channels.

1.22. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.23. *Primary Service Area*: That geographic portion of the Franchise Area in which Franchisee has provided, and continues to provide, cable service to residents of the LFA, as described on Exhibit A appended hereto; such Primary Service Area shall include all residences within the Heritage Hills Community area of the LFA as well as any locations adjacent thereto, to which cable service is not offered by any other VSP authorized by the LFA, and to which service may be extended without a contribution-in-aid-of-construction consistent with the requirements of Section 895.5 of the rules of the NY PSC.

1.24. *Public Access Channel*: A channel designated for noncommercial use by the public on a first-come, first-served, nondiscriminatory basis.

1.25. *Public Buildings*: Those buildings owned or leased by the Franchising Authority for government administrative purposes and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.26. *Public Rights-of-Way*: The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, including all streets, sidewalks, ways, lanes, drives, land path, alley, court or circle within the LFA or the roads, lanes and ways of the Heritage Hills community, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.27. *Renewal Agreement*: Means this Agreement or any amendments or modifications in accordance with the terms herein.

1.28. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.29. *Subscriber Network*: The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

1.30. *Title VI*: Title VI of the Federal Cable Act, Cable Communications, as amended.

1.31. *Transfer of the Franchise*:

1.31.1. Any transaction in which:

1.31.1.1. a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.31.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.31.2. However, notwithstanding Sub-subsections 1.31.1.1 and 1.31.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.32. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Federal Cable Act, 47 U.S.C. § 522(20), as amended.

1.33. *Video Service Provider ("VSP")*: Any entity using the public rights-of-way or other mechanism to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Pursuant to the Cable Act, the regulations of the FCC and the Cable Law, the LFA hereby grants a non-exclusive franchise to Franchisee. subject to the terms and conditions of this Agreement, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain not otherwise available to Franchisee under law is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. Nothing herein shall preclude Franchisee from offering any other service over the Cable System as may be lawfully allowed.

2.2. *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation or an Order Approving Renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.3. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's Network.

2.4. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable lawful provisions of federal law and state law and FCC and NY PSC rules, regulations, standards, and orders, as may be amended, including but not limited to the Federal Cable Act.

2.5. *No Waiver:*

2.5.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.6. *Construction of Agreement:* Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Federal Cable Act, 47 U.S.C § 545, as amended.

2.7. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders

2.8. *Restoration of Municipal Property:* Any municipal property damaged or destroyed by the Franchisee's employees or agents shall be promptly repaired or replaced by the Franchisee and restored to a serviceable condition.

2.9 *Restoration of Property:* Franchisee shall upon written request promptly and reasonably repair and restore property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within a reasonable time, weather permitting.

3. **PROVISION OF CABLE SERVICE**

3.1. *Area to be served:*

3.1.1. The Franchisee shall continue to make Cable Service available to every residential dwelling unit within the Primary Service Area or receiving service from Franchisee at the time of the execution of this Agreement and shall extend cable service upon request within the Primary Service Area or within the service area defined as the Heritage Hills community within the Town of Somers (as described in Exhibit A appended hereto) where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile provided however, that such dwelling units are within one (1) mile of the existing Cable System, at a location not otherwise served by another VSP, and that the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with state law or the Federal Cable Act.

3.1.2. The Franchisee may impose a contribution-in-aid-of-construction in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the standards set forth in 16 NYCRR §895.5. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth in 16 NYCRR §895.5.

3.1.3. Installation costs shall conform with the Cable Law and the Federal Cable Act. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation Charge, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e., concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation Charge.

3.1.4. Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

3.1.5. If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in the Franchise Area are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Franchisee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in the Franchise Area. Such reimbursement may be through payment from the LFA. In any area of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Primary Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service based upon the income in a local area.

3.3. *Pole and Conduit Attachment Rights:* Permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

3.4. *Tree Trimming:* The Franchisee shall have the authority to trim trees or other natural growth upon and overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any damage caused by such trimming.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. The Cable System shall be designed and operated in compliance and accordance with Federal regulations and with a minimum bandwidth of 750 MHz

4.2.2. The Cable System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected at the Franchisee's sole discretion with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and regulations and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

4.5. *Parental Control:* Upon request by any Subscriber, and where technologically feasible, the Franchisee shall provide, at applicable rates, such requesting Subscriber with a parental control device. The Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5. PEG ACCESS CHANNEL(S) AND SUPPORT

5.1. *PEG Access Channels:* Use of a channel position for public, educational and governmental (“PEG”) access shall be provided by Franchisee in accordance with the Federal Cable Act, Section 611, and as further set forth below. “Channel position” means a number designation on the Franchisee’s channel lineup. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel position so designated. Franchisee shall not exercise editorial control over any public, educational, or governmental use of a channel position, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or profanity. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

5.2. Franchisee shall continue to designate three (3) access channels as follows:

5.2.1. Franchisee will continue to provide for government access programming to Heritage Hills residents from the current interconnection point at Somers Town House;

5.2.2. Franchisee will continue to provide for educational access programming to Heritage Hills residents from the current interconnection point at Somers Town House;

5.2.3. Franchisee will continue to make available a Heritage Hills public access channel to Heritage Hills residents;

5.3. *PEG Payment:* Franchisee shall provide a one-time payment in the amount of \$20,000.00 to the Heritage Hills Society for the purpose of purchasing equipment for the Heritage Hills access studio located in the Heritage Hills Activity Center.

5.4. *Franchisee Use of Fallow Time:* Because blank or under-utilized PEG channels are not in the public interest, in the event the Franchising Authority or other PEG access user elects not to fully program its channel(s), Franchisee may program unused time on those channels subject to reclamation by the Franchising Authority upon no less than 60 days’ notice.

5.5. *Indemnification:* The Franchising Authority shall indemnify Franchisee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the Franchising Authority’s rules for or administration of the public access channel.

5.6. *Video Return Lines:* Franchisee shall continue to maintain the existing return lines at the Somers Town House (located at 335 Route 202 in Somers) and Heritage Hills Activities Center to allow for upstream signal capability. The demarcation point between the equipment owned, operated and maintained by the Franchisee and the equipment owned operated and maintained by the Franchising Authority or its designee shall be the input of the encoder.

5.7. *Programming Exclusivity and Non-Competition:* The Franchising Authority, or its designee, agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Franchisee's business. In addition, any Video Programming produced under the provisions of this Article 5 shall not be commercially distributed to a competing Multichannel Video Programming Distributor or VSP without the written consent of the Franchisee.

5.8. *Prices and Charges:* The Franchising Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, costs of PEG Access and other franchise requirements may be passed through to the Subscribers in accordance with federal law.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of Gross Annual Revenues (the "Franchise Fee"). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be computed semi-annually for the preceding half year, as of December 31 and June 30, and semi-annual payments shall be due and payable no later than forty-five (45) days after the stated dates for computation. The payments are subject to any offsets arising from Article 11, Sections 217 and 218 of the Public Service Law, with documentation and timing of the offsets to be agreed upon by the LFA and Franchisee. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the semi-annual Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. In accordance with Section 622(b) of the Federal Cable Act, the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any amounts included in the definition of "Franchise Fee" pursuant to Section 622(g)(1) of the Federal Cable Act, but shall not include the following: (i) interest due herein to the Franchising

Authority because of late payments; and (ii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Federal Cable Act.

6.3. All payments by the Franchisee to the LFA pursuant to this Section shall be made payable to the Town of Somers and deposited with the Town Treasurer unless otherwise agreed by the parties.

6.4. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.5. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be three (3) years from the date on which payment by Franchisee is due but cannot exceed the date of records retention reflected in Section 7.

6.6. *Section 626 Set-Off:* Franchisee agrees that it will cease to apply the Franchise Fee as an offset against the special franchise tax provided for in N.Y. Real Property Tax Law Section 626 in the next full calendar month following the issuance by the NY PSC of an order confirming an amended or renewal agreement of each of the existing providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area if such agreements contain a full and complete waiver of the special franchise tax offset. In addition, the LFA agrees that it shall impose the same full and complete waiver of the special franchise tax offset upon all new providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area to be expressed in writing in the franchise agreement of each new cable provider. The operation of this Section 6.6 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service and shall not be construed to affect the Franchisee’s rights under any provision of State or Federal law regarding the provision of Cable Service or of services other than Cable Service.

7. REPORTS AND RECORDS

7.1. Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR Part 76 in the manner prescribed therein.

7.2. To the extent not inconsistent with applicable privacy provisions contained in state or federal law and subject to the provisions of Section 7.3, the LFA reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of the Franchisee, upon reasonable notice and during Normal Business Hours, for the purpose of reviewing Franchisee’s compliance with the terms and conditions of this Franchise Agreement. Notice of not less than twenty-one (21) business days shall be deemed “reasonable” for purposes of this section. Notwithstanding

anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. The LFA, its employees, representatives, and agents may be required to execute a non-disclosure agreement. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Federal Cable Act, 47 USC. §551.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the Town.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than five million dollars (\$5,000,000).

8.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage

8.1.2. The LFA shall be designated as an additional insured under each of the insurance policies required in this Article except Worker's Compensation Insurance, Employer's Liability Insurance, and excess liability or umbrella coverage. Such additional insured requirement shall be indicated on the original Certificates of Insurance.

8.1.3. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.5. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage under this Agreement on or before the Effective Date and providing at least thirty (30) days written notice to be given to LFA of cancellation.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the

event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. **TRANSFER OF FRANCHISE**

9.1. *Transfer:* Subject to Section 617 of the Federal Cable Act, 47 U SC §537, as amended, no transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.31 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of this Article, the Cable Law and Section 626 of the Federal Cable Act, 47 USC § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Federal Cable Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will

have adequate time to submit a proposal under 47 US C § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article to be consistent with the express provisions of 47 USC § 546 and the Cable Law.

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, except as excused by Force Majeure, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing, by certified mail, of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been affected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) business days prior written notice, by certified mail, of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising

Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

11.4.1. In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to 11.1 above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 11.2 above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 11.3 above; and/or (iv) the Franchising authority fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 11.4 above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

11.5. *Enforcement:* Subject to applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.5.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.5.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.5.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.6.

11.6. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice, by certified mail, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.6.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by

law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.6.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure if the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.6.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.7. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. **MISCELLANEOUS PROVISIONS**

12.1 *Franchisee Representative:* The Franchisee shall provide the Town with contact information at which a representative of the Franchisee may be contacted related to the terms and conditions of this Franchise.

12.2. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof; such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.3. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.4. *Preemption, Incorporation by Reference:*

12.4.1. In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4.2. All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to Article 11 of the New York State Public Service Law, and the rules and regulations of the FCC and the NY PSC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such generally applicable local laws, rules or regulations.

12.4.3. Should the State of New York, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

12.5. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.5.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a

receipt as proof of delivery to the addressees below, each party may change its designee by providing written notice to the other party.

12.6.1. Notices to Franchisee shall be mailed to:

Comcast Cable Communications, Inc.
Attn: VP, Government/Regulatory Affairs & Community Impact
222 New Park Drive
Berlin, CT 06037

with copies to:

Comcast Cable Communications, Inc.
Attn: Senior Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103

12.6.2. Notices to the LFA shall be mailed to:

Town Supervisor
Town of Somers, Town House
335 Route 202
Somers, NY 10589

12.6.3. with a copy to:

Heritage Hills Society Board President
Heritage Hills of Westchester
8 Heritage Hills
Somers, NY 10589

12.7. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement

12.10. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Identification of Franchisee's Employees, Contractors and Subcontractors:* Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their

places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee.

12.17. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Part 76 of the rules of the FCC, and Parts 890 and 896 of the NY PSC rules and regulations, including, without limitation, those relating specifically to service outage credits, customer service and complaint resolution standards (such as those now set forth in federal rules at 47 U.S.C. §76.309, and New York State rules at 16 NYCRR §§890.65, 890.70 and 890.90).

12.18. *No Third-Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.19. *LFA Official:* The Town Supervisor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.20. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS ____ DAY OF _____, 2021.

TOWN OF SOMERS

By:

Rick Morrissey
Town Supervisor

COMCAST OF NEW YORK, LLC

By:

Dennis Mathew
Regional Senior Vice President
Western New England Region

EXHIBIT – A

PRIMARY SERVICE AREA

Primary Service Area: That geographic portion of the Franchise Area in which Franchisee has provided, and continues to provide, cable service to residents of the LFA, consisting of all that area within the Town of Somers that is occupied and operated as the Heritage Hills residential community, the condominiums of which have established the Heritage Hills Society.

Sent to:
TB, TA, TC
4/7/21
KD

SUSTAINABLE WESTCHESTER

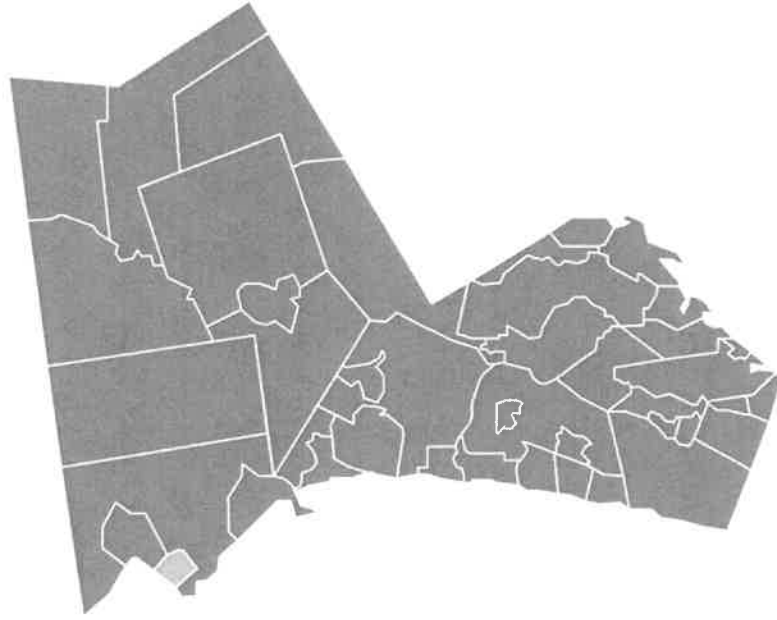


Community Choice Aggregation Program Update - NYSEG



April 6, 2021

SUSTAINABLE WESTCHESTER



Sustainable Westchester is a nonprofit, consortium of Westchester County local governments that creates and administers socially responsible, environmentally sound, and economically viable solutions for its member governments and their residents and businesses.

Ardley	Hastings-on-Hudson	North Castle	Rye Brook
Bedford	Irvington	North Salem	Rye City
Briarcliff Manor	Larchmont	Ossining Village	Rye Town
Bronxville	Lewisboro	Ossining Town	Scarsdale
Cortlandt	Mamaroneck Village	Peekskill	Sleepy Hollow
Croton-on-Hudson	Mamaroneck Town	Pelham Manor	Somers
Dobbs Ferry	Mount Kisco	Pelham Village	Tarrytown
Eastchester	Mount Pleasant	Town of Pelham	Tuckahoe
Elmsford	Mount Vernon	Pleasantville	White Plains
Greenburgh	New Castle	Port Chester	Yonkers
Harrison	New Rochelle	Pound Ridge	Yorktown

And Westchester County itself



SUSTAINABLE
WESTCHESTER

OUR PROGRAMS

Community Energy



Electrification Solutions



Grid Efficiency



Zero Waste

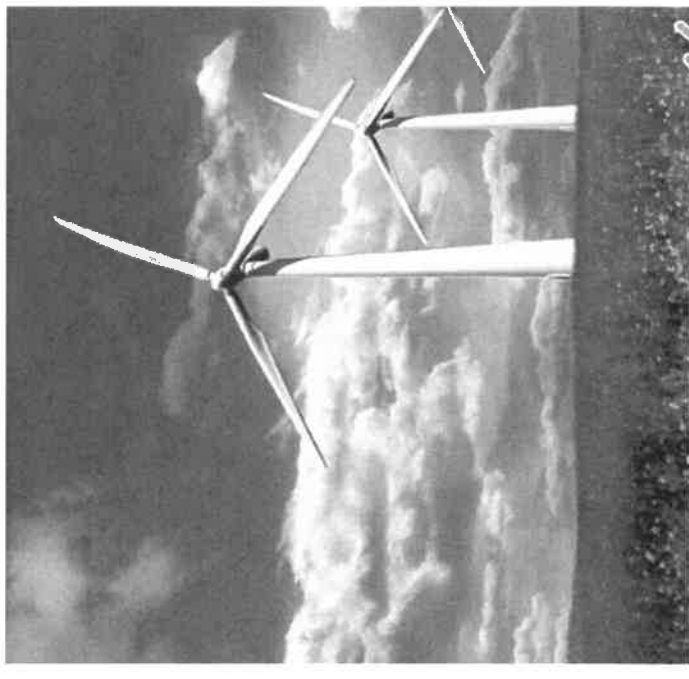


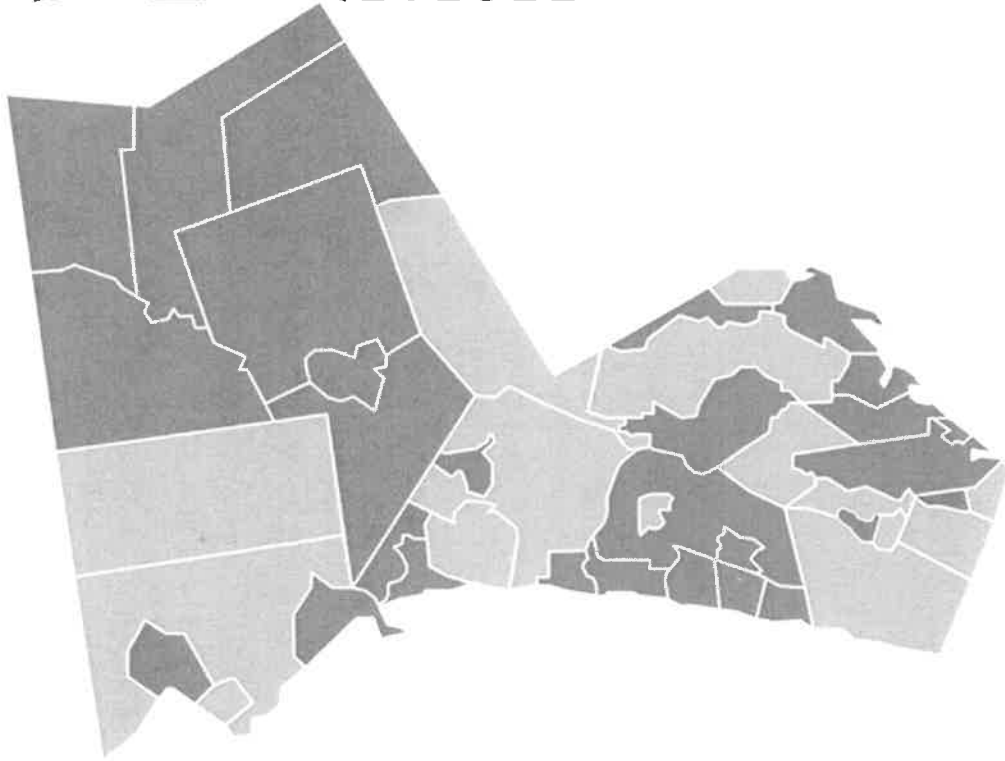
SUSTAINABLE
WESTCHESTER

WESTCHESTER POWER PROGRAM OVERVIEW

Westchester municipalities taking charge of their energy future.

- Cities, towns, and villages buy electricity in bulk for their residents and small business.
- Proactively setting criteria for supply.
- Educate and advocate for clean energy.
- Advancing local and NYS energy goals.
- Position for certifications and grants.





WESTCHESTER POWER CCA

MUNICIPAL PARTICIPATION

- | | | | |
|------------------|--------------------|------------------|----------------------|
| Ardsley | Larchmont | North Salem | Rye Brook |
| Bedford | Lewisboro | Ossining Village | Rye City |
| Croton-on-Hudson | Mamaroneck Village | Ossining Town | Sleepy Hollow |
| Dobbs Ferry | Mamaroneck Town | Peekskill | Somers |
| Greenburgh | Mount Kisco | Pelham Village | Tarrytown |
| Hastings | New Castle | Pleasantville | Tuckahoe (1/12/2021) |
| Irvington | New Rochelle | Pound Ridge | White Plains |

28
Municipalities

115,000
Residents and Small
Businesses



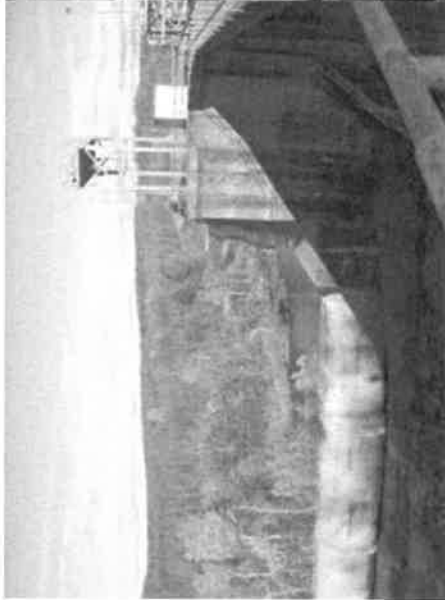
PROGRAM-WIDE GREENHOUSE GAS MITIGATION



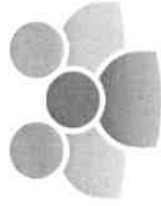
METRIC TONS OF CO ₂ MITIGATED	CARS TAKEN OFF THE ROAD FOR 1 YEAR	TREE SEEDLINGS FOR 10 YEARS
830,000	180,000	13.7 million

100% EMISSIONS-FREE NY HYDROPOWER

Little Falls, NY	Watertown, NY	Colton, NY	Hadley, NY
Caroga Lake, NY	Colton, NY	Granby, NY	Prospect, NY
Colton or Ausable, NY	Cohoes, NY	Queensbury, NY	Moreau, NY
Trenton, NY	Grahamsville, NY		



WESTCHESTER POWER BENEFITS



Vetted Community Program



Cost Control & Stability

We are a community non-profit, **not an ESCO**

- The program is **municipally vetted**
- **Residents retain the choice** to stay in the CCA or return to the utility at any time.

Cost control & stability is driven by buying in bulk

- Competitive prices – large customer base attracts the best market price

The supplier is chosen through a **public bidding process**

- **No penalties or termination fees**
- **No surprises** – fixed rate insures against volatility and price spikes
- **Notice of new pricing will be sent** before contract renewal



SUSTAINABLE
WESTCHESTER

WESTCHESTER POWER BENEFITS



Advocacy & Education

Support:

- **In-office support** Monday -Friday from 9am – 5pm.
- **Email 24/7** at info@sustainablewestchester.org.
- We take as much time as needed to answer questions; our customer service guarantee.
- Spanish language customer service.
- Outreach events and workshops, e.g. “How to read your bill”



Mitigating Climate Change

Mitigating Climate change:

- We have offset hundreds of thousands of metric tons of carbon dioxide.
- Participation helps municipalities achieve **Clean Energy Community certification & positions them for grants.**
- **26 municipalities** have chosen the green supply as their default.



WESTCHESTER POWER RATES & PERFORMANCE

CURRENT WESTCHESTER POWER RATES



GREEN SUPPLY

100% Renewable NYS

Hydropower

**7.19 cents per
kWh**



BASIC SUPPLY

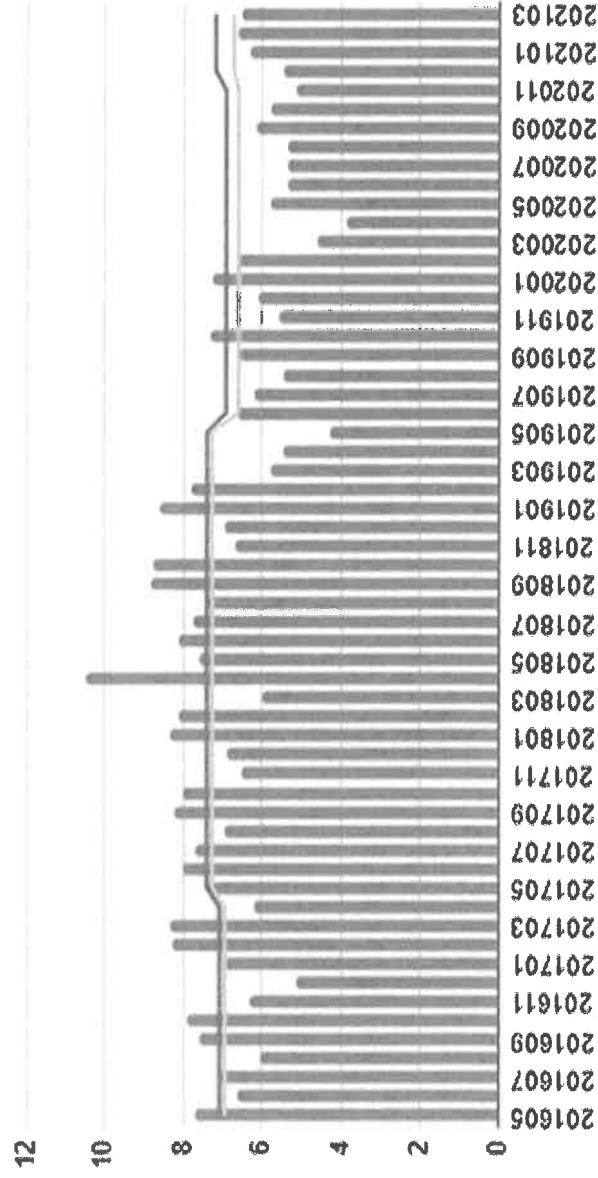
Largely non-
renewable sources

**6.72 cents per
kWh**

WESTCHESTER POWER FIXED RATES VS NYSEG

NYSEG - Residential

■ NYSEG ■ WP Renewable ■ WP Standard



WESTCHESTER POWER: BY THE NUMBERS

FOR MEDIAN RESIDENTIAL ACCOUNT OF 900 KWH/MO

	Contract 2 5/2019-12/2020	From launch 5/2016-3/2021
Standard	(\$6.85)	(\$1.20)
Renewable	(\$10.59)	(\$3.14)

WESTCHESTER POWER: A FOUNDATION FOR FURTHER INITIATIVES

MORE GREEN ENERGY & SAVINGS: COMMUNITY SOLAR

- **Further leverages the power of aggregation**
- **Additional environmental benefits**
- **Drives demand for new solar development**
- **Complements Westchester Power program**
- **Increases access and equity**
- **Guaranteed savings of up to 10% on SOLAR CREDITS**
- **No upfront installations/payments**
- **No cancellation fees**

AND IN 2021 CONSOLIDATED BILLING INTEGRATES COMMUNITY SOLAR!

PSC has ordered utilities to provide for “**consolidated billing**” for Community Solar in early 2021 [*now mid-yr*]:

- **Offer credits on an opt out basis** through the CCA
- **Greatly expand access** to savings and environmental impact
- **Removes barriers for low income customer** participation
- Expanded customer base will **attract and drive accelerated solar development**

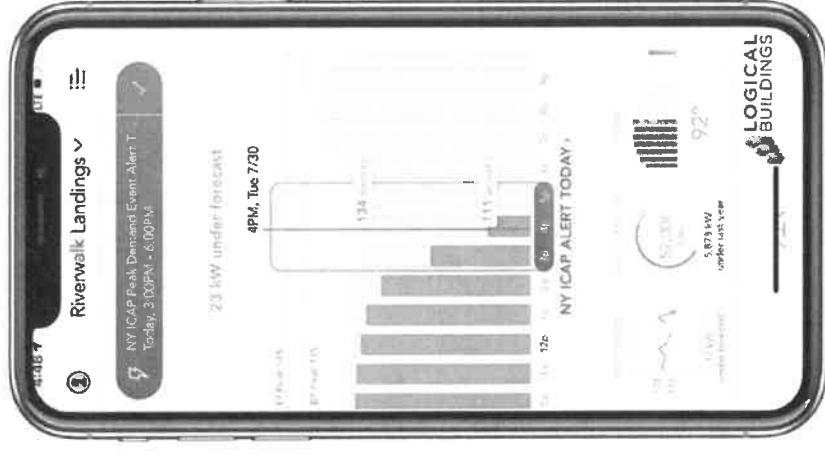


GridRewards

- More efficient grid management
- **Save money & EARN CASH!**
- Elimination of “peaker” plants and a huge step forward to environmental justice

GridRewards Program:

personal control = reducing energy use + carbon footprint



HOW DO I SIGN UP?

Two Easy Energy Actions – in Less 12 minutes!

COMMUNITY SOLAR

- Sign up today. It takes 7 minutes or less: <https://sustainablewestchester.org/solar/>
- You can sign up for any of our projects in the Con Ed Utility territory.

GridRewards

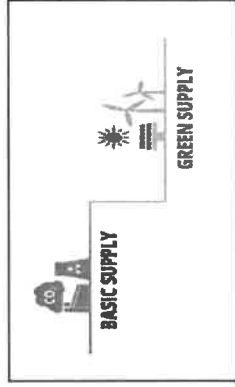
- Download the GridRewards app today (available on Google Play and Apple App Store)
- Enable access to your Con Ed account
- Sign up is free easy and you can begin to learn about energy usage and savings
- Participate in Demand Response events to make an environmental impact & earn cash back.

WESTCHESTER POWER THE RENEWAL PROCESS

2021 CONTRACT GOALS: NYSEG

We set the criteria and evaluate bids based on several key pillars:

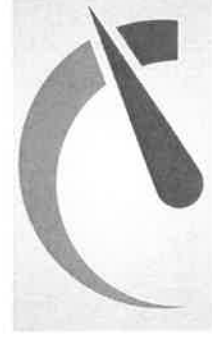
TWO SUPPLY RATES



FIXED RATES



NOT-TO-EXCEED PRICING



**COMMITMENT TO NY
STATE REC's**



RENEWAL PROCESS TIMELINE

Activity	WD	St	End	Days	3/28	4/5	4/12	4/19	4/26	5/3	5/10	5/17	5/24	5/31	6/7	6/14	6/21	6/28	7/5	7/12	7/19	7/26	8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29		
Schedule Highlights																																										
Information/update sessions	29																																									
Joint Chief Electeds Session																																										
Towns sign MOU																																										
RFP process to award																																										
Detailed Schedule																																										
Finalize new contract concepts																																										
Information/update sessions	29	4/23	5/23	30																																						
Joint Chief Electeds Session	29	5/23	5/24	1																																						
Contract drafting	55	4/30	6/29	60																																						
Implementation plan update	73	6/24	7/24	30																																						
MOU/Contract draft to munis	44	6/6	6/13	7																																						
Towns sign MOU	73	6/14	7/24	40																																						
RFP - notification of RFP	77	6/30	7/30	30																																						
RFP filing	73	7/24	7/25	1																																						
RFP process to award																																										
Contracts signed by munis	103	8/20	9/4	15																																						
Post contract public mtgs	123	9/4	10/4	30																																						
SW Mailing data prep	118	9/23	9/27	4																																						
ESCO Mailing prep																																										
ESCO mails notification letters	9/28	10/3	5																																							
Opt out period	10/4	10/9	5																																							
ESCO provide opt-out IDs to SW	10/9	11/8	30																																							
ESCO provide final enrollment data	11/8	11/11	3																																							
SW provide final enrollment data	11/11	11/14	3																																							
ESCO subm. Enrollments to NYSEG	11/15	11/30	15																																							
Rolling enroll on read date	12/1																																									

KEY DATES/MILESTONES: NYSEG

- ↑ **July** - Memorandum of Understanding (MOU) signed
- ↑ **July 30th** - Request for Proposal Process begins
- ↑ **Early October** - Notification Letters mailed
- ↑ **December 1st** - Enrollment begins

CUSTOMER NOTIFICATION PROCESS

Outreach is ongoing and a robust emphasis on digital outreach that includes:



County
&
Local Press



Social Media
Posting



Digital collateral &
consumer education video
series
westchesterpower.org

or
Sustainable Westchester Media on YouTube



Virtual community
education sessions
(transitioning to in
person & events as
allowable)



SUSTAINABLE
WESTCHESTER

THANK YOU
ANY QUESTIONS?

Sent to:
TB,TA,TC
4/2/21
KD



Via Electronic Mail

March 25, 2021

Adam Smith
Water Superintendent, Town of Somers
40 Lakeview Drive
Shenorock, NY 10587

Re: Professional Engineering Services Proposal
Town House Water Supply

Dear Adam:

Woodard & Curran (W&C) is pleased to provide this proposal to assist the Town with options analysis for the Town House Water Supply. Below please find our project understanding and proposed scope of work.

PROJECT UNDERSTANDING

The Town recently had a positive coliform detection at the raw water sampling tap of the Non-Transient Non-Community water supply at the Somers Town House. The presence of coliform bacteria was also confirmed within the plumbing system in the building during the investigation. The water softener was disconnected, the plumbing system was disinfected, and subsequent coliform tests have been non-detect.

The water softener had been installed in response to a boiler service technician's recommendation. Historically, the water supply has had issues with high levels of sodium and chloride. If the softener is re-connected, additional review of the installation, understanding of water quality impacts, determination of what caused the coliform contamination, and approval by the Westchester County Department of Health (WCDOH), including for backwash disposal, would be required.

Subsequently, the Town has also had detections of perfluorinated compounds (PFCs) that exceed the new Maximum Contaminant Levels in New York State.

There are several other Non-Community water supplies surrounding the Town House that also have water quality issues. The Town would like to undertake a study to identify options to solve its water quality issue at the Town House and determine if there is a feasible regional solution involving the surrounding parcels that all likely have similar issues.

SCOPE OF WORK

Task 1 - Regional Water Supply Options Analysis

Woodard & Curran will discuss the potential for a new Water District that would consist of the Town House, as well as neighboring commercial properties. This analysis will include:

- Discussions with nearby commercial property owners to understand their water supply issues and interest in a district;
- Review of well construction, water quality, and water quantity information as provided by nearby commercial properties;
- Review of recent supply capacity analyses for the Heritage Hills system; and
- Discuss interest by Heritage Hills in supplying a new District with water, and cost of water supply from that system.



The Town will initiate discussions with the nearby property owners to discuss their water supply system capacity and condition and determine if they are interested in participating in a new Water District. Woodard & Curran will compile this information into an assessment of two options for formation of a new Water District and Community Water System:

- Interconnecting the existing Non-Community sources supplied by two or more existing non-community system wells; and
- Establish an interconnection with the Heritage Hills Community Water system.

For each of these options, we will analyze infrastructure needs, including treatment, storage, and distribution; district establishment processes; permitting requirements; and planning-level cost estimates for construction, and operation and maintenance.

Deliverables and Meetings

Woodard & Curran will prepare Draft and Final versions of the Technical Memorandum, issued to the Town in electronic (PDF) format.

Task 2 - Town House Water Treatment Design

If the recent PFAS exceedances require remedy prior to formation of a water district, Woodard & Curran will develop design and permitting documents for the installation of a treatment system for PFCs and the existing water softener. This task would include the following:

- Develop of 90% draft drawings, specifications, and Engineer's Report for the proposed improvements;
- Review of the 90% draft design with the Town;
- Submit Final Design drawings, specifications, Engineer's Report, and DOH348 form, and application fee to the Westchester County Health Department (WCHD) for permitting review;
- One round of revisions to the design based on WCHD comments;
- Provide technical support to the Town for procurement, anticipated to be through use of an on-call contractor or solicitation of 3 quotes and not a full public bidding process;
- Provide construction phase services, including review of product submittals and up to three (3) site visits.
- Develop and submit Construction Completion certification to WCHD.

Project Schedule

The project will be initiated upon authorization by the Town to proceed. We estimate the development of a Draft Technical Memorandum for Task 1 will take approximately 4-6 weeks, depending on the availability of information and the Town's ability to obtain information from the adjacent systems. The Final memorandum will be issued approximately 2 weeks following the receipt of comments from the Town.


The Treatment Plant design will be on hold until authorized by the Town, but is anticipated to take 3 weeks to develop the 90% design, with Final Design and permitting documents completed 2-3 weeks from receipt of comment from the Town. The schedule for review by WCHD and permitting is not known.

Project Fee

Woodard & Curran will complete Task 1 of the Scope of Services described above for a lump sum fee of \$8,000. Services in Task 2 will be completed for a lump sum amount of \$12,000.

Upon receiving authorization, we will provide services in accordance with our existing Master Services Agreement with the Town of Somers.

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES, P.A., P.C.


Steven Robbins, P.E. LEED AP
Project Manager

Town of Somers, NY Date



George Latimer
County Executive

Sherlita Amler, M.D.
Commissioner of Health

March 25, 2021

Hon. Rick Morrissey, Supervisor
Town of Somers
335 Route 202
Somers, NY 10589

RE: Violation ID: 2021 1112, 2021 1113
Somers Townhouse
Somers (T)
PWS ID: NY5906659

Dear Supervisor Morrissey:

A review of Perfluorooctanesulfonic acid (PFOS), Perfluorooctanoic acid (PFOA), and 1,4-Dioxane sampling results for the first quarter 2021 monitoring period for the above referenced public water supply revealed that the PFOA and PFOS levels exceeded the Maximum Contamination Level (MCL) of 0.0000100 milligrams per liter (mg/L) for both with an average value for the quarter of 0.0000115 mg/L and 0.0000394 mg/L respectively. This constitutes non-compliance with Part 5, Subpart 5-1, Section 5-1.52, Table 3 of the New York State Sanitary Code (NYSSC).

You are reminded that Tier 2 Public Notification must be made within thirty (30) days from the date of this notice in accordance with Part 5, Subpart 5-1, Section 5-1.52 (Table 13) and 5-1.78 of the New York State Sanitary Code, and that within ten (10) days of completing the Public Notification, certification shall be submitted to the Department with a copy of the notice which was distributed. A draft of the notice must be submitted to this Department for review prior to distribution.

Please find the attached Notices of Violation generated by the New York State Department of Health Safe Drinking Water Information System (SDWIS) and recorded on its database.

Please be advised that water system must continue PFAS monitoring on quarterly basis and analyzed for all contaminants listed under full analytical method in accordance with one of the following approved laboratory methods; EPA 533, EPA 537.1 and the Isotope Dilution Method (ISO).

It is requested that a proposal to provide a corrective action to the above MCL violations must be submitted to this Department no later than May 31, 2021.



Should you have any questions or require additional information, please contact the undersigned at (914) 864-7299.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Smith', written in a cursive style.

Matthew Smith MS
Senior Sanitarian
Bureau of Environmental Quality

Encl.

cc: Adam Smith, Designated Operator
Andy Tse, NYSDOH
Zaw Thein, PE, WCDOH
File

March 25, 2021
NOTICE OF VIOLATION
New York State Sanitary Code, 10 NYCRR Part 5

Mr. ADAM J SMITH
AMAWALK SHENOROCK WATER DIST.
PO BOX 618
SHENOROCK, NY 10587

Re: 02 - MCL, AVERAGE
Violation ID: 2021 1112
Determination Date: March 24, 2021
SOMERS TOWN HOUSE/HALL
PWS ID: NY5906659
SOMERS (T), WESTCHESTER County

Dear Mr. ADAM J SMITH;

THIS IS A BASIC VIOLATION REPORT.

Violation ID: 2021 1112
Determination Date: 3/24/2021
Violation Type:
Name: 02 - MCL, AVERAGE
Analyte Group: PERFLUOROCTANOIC ACID (PFOA) - 2806
Analyte Name: PERFLUOROCTANOIC ACID (PFOA)
Analyte Code: 2806
Compliance Period Begin: 1/1/2021
Compliance Period End: 3/31/2021
Violation Period Begin Date: 1/1/2021
Violation Period End Date: 3/31/2021

Sincerely,

Compliance Officer

Reference Enforcement ID: 2021 2011

March 25, 2021
NOTICE OF VIOLATION
New York State Sanitary Code, 10 NYCRR Part 5

Mr. ADAM J SMITH
AMAWALK SHENOROCK WATER DIST.
PO BOX 618
SHENOROCK, NY 10587

Re: 02 - MCL, AVERAGE
Violation ID: 2021 1113
Determination Date: March 24, 2021
SOMERS TOWN HOUSE/HALL
PWS ID: NY5906659
SOMERS (T), WESTCHESTER County

Dear Mr. ADAM J SMITH;

THIS IS A BASIC VIOLATION REPORT.

Violation ID: 2021 1113
Determination Date: 3/24/2021
Violation Type:
Name: 02 - MCL, AVERAGE
Analyte Group: PERFLUOROCTANE SULFONIC ACID (PFOS) - 2805
Analyte Name: PERFLUOROCTANE SULFONIC ACID (PFOS)
Analyte Code: 2805
Compliance Period Begin: 1/1/2021
Compliance Period End: 3/31/2021
Violation Period Begin Date: 1/1/2021
Violation Period End Date: 3/31/2021

Sincerely,

Compliance Officer

Reference Enforcement ID: 2021 2011

Sent to:
TB, TA, TC
4/2/21
KD

TEL 914-277-3323
FAX 914-277-3980

TOWNCLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

PATRICIA KALBA
TOWN CLERK



MEMO

TO: Supervisor
Town Board

FROM: Patricia Kalba
Town Clerk

RE: Refuse Permit Renewal

DATE: April 2, 2021

Attached please find copies of applications for License to Collect Refuse within the Town of Somers for Oak Ridge Hauling, LLC, 307 White Street, Danbury, Connecticut and AAA Carting & Rubbish Removal, Inc., Cortlandt Manor, New York 10567 for your review and placement on the Town Board Agenda.

If there are any questions or concerns please do not hesitate to contact me.

ec: Police Chief

/pk

Town of Somers

**Application For License To Collect Refuses
Within The Town Of Somers**

NAME AND ADDRESS OF CARTER:

AAA Carting & Rubbish Removal Inc.
480 Furnace Dock Road, Cortlandt Manor, NY 10567

1. EQUIPMENT: a detailed description of all equipment shall be attached with the following information: See attached
VEHICLE NO, AGE, MAKE, CONDITION OF VEHICLE, LINCENSE PLATE NO.

2. FEES: \$ 50.00 per vehicle up to 18,000 pounds # 1
\$100.00 per vehicle in excess of 18,000 pounds # 1

3. DESCRIPTION OF APPLICANT'S WORK FORCE:

Number of Drivers 65 Office Personnel 10 Other _____

4. PROPOSED RATES FOR COLLECTION (attach rate schedule) - See attached

5. OWNERS, STOCK HOLDERS, DIRECTORS, OFFICERS AND CREDITORS:

List name and addresses, actual or beneficial.

Addendum

Pat Caralemi - 480 Furnace Dock Rd, Cortlandt Manor

Linda Caralemi - 480 Furnace Dock Rd, Cortlandt Manor

6. CUSTOMERS: list No. of Customers N/A - we don't have over 20 yet
Must attach minimum of 20

7. CONTINGENCY PLAN: By separate attachment, submit plan for providing service in the event of equipment failure, labor or other factors causing interruption of service. - See attached

8. METHOD OF BILLING: Carter must submit residential tonnage collected daily and monthly for tonnage delivered from the Town of Somers to Charles Point or designated transfer station. - See attached

9. OFFICE LOCATION AND 24 HOUR TELEPHONE NUMBER:

3 Greentown Road, Buchanan, NY 10511 914-739-9527

10. FINANCIAL:

Deposit sum equaling to cost of one month of total tipping fees. N/A

11. INSURANCE

Name of Insurance Carrier (Certificate or Affidavit of Insurance to be attached) - See attached

Equipment:

Vehicle No.	Age	Make	Condition of Vehicle	License Plate No.
20SP	2020	Kenworth	Excellent	84374NA
13FL	2013	Mack	Excellent	96473MM

Contingency Plan:

In the event of equipment failure, labor or other factors causing interruption of service, we have over 50 trucks that can be used and all managers have CDL licenses.

Method of Billing:

Residential Tonnage (delivered from Town of Somers to Charles Point):

Daily – 2-7 tons per day

Monthly – 8-28 tons per month

AAA Carting & Rubbish Removal Inc.

Residential Pricing:

1. Curbside - \$40.00 per month + tax
2. Driveway Service (under 50 feet) - \$50 per month + tax
3. Driveway Service (more than 50 feet) - \$60 per month + tax

Commercial Pricing:

Between \$8.00-\$15 per Yard depending on what type of service you need.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Trisure LLC DBA TCE Insurance Services

10 Wheeler Road

Suite 251

Albany, NY 11788

PRODUCER

A Carting & Rubbish Removal Inc

0 Furnace Dock Rd

Stamford, NY 10567

VERAGES

CERTIFICATE NUMBER: CL2111964028

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	AGOL INSD. SUBR. INSD. W/O	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
					AMOUNT	PER OCCURRENCE
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 100,000
<input checked="" type="checkbox"/> Blanket Additional Insured		EPH-A-WST1010-21	1/18/2021	1/18/2022		\$ 5,000
GENERAL AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC						
OTHER:						
AUTOMOBILE LIABILITY						
<input type="checkbox"/> ANY AUTO						
<input type="checkbox"/> ALL OWNED AUTOS						
<input checked="" type="checkbox"/> SCHEDULED AUTOS		CA WINS-1007-21	1/18/2021	1/18/2022		
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> UMBRELLA LIAB						
<input checked="" type="checkbox"/> EXCESS LIAB						
<input type="checkbox"/> RETENTION \$		IXG671182	1/18/2021	1/18/2022		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						
Excess Liability		XSBD11821	1/18/2021	10/18/2021		\$1,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only)
AAA Carling & Rubbish Removal, Inc.
480 Furnace Dock Road
Cortlandt Manor, NY 10567

1b. Business Telephone Number of Insured
(914) 739-9527

1c. NYS Unemployment Insurance Employer Registration Number of Insured

Work Location of Insured (*Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy*)

1d. Federal Employer Identification Number of Insured or Social Security Number
13-4068572

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

Town of Somers
335 Route 202
Somers, NY 10589

3a. Name of Insurance Carrier
Berkshire Hathaway Homestate Companies

3b. Policy Number of Entity Listed in Box "1a"
AAW/C032060

3c. Policy effective period
11/01/2020 to 11/01/2021

3d. The Proprietor, Partners or Executive Officers are
☐ included. (Only check box if all partners/officers included)
☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ryder

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) AAA Carting & Rubbish Removal, Inc. 480 Furnace Dock Road Cortlandt Manor, NY 10567	1b. Business Telephone Number Of Insured (914) 739-9527 1c. Federal Employer Identification Number of Insured Or Social Security Number 13-4068572
Work Location Of Insured (Only required If coverage is specifically limited To certain locations in New York State, i.e., a Wrap-Up Policy)	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Somers 335 Route 202 Somers, NY 10589	3a. Name of Insurance Carrier Shelterpoint Life Insurance 3b. Policy Number of entity listed in box "1a." DBL576076 3c. Policy effective period: 1/01/2021 to 1/01/2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 02/23/2021 By

Kathleen R. B. [Signature]

(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 800-535-2711

Title

Vice President

IMPORTANT:

If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days if a policy is cancelled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by his article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract or or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



WESTCHESTER COUNTY DEPARTMENT OF HEALTH - BUREAU OF ENVIRONMENTAL QUALITY
REFUSE COLLECTION PERMIT

Application having been duly made as required by Article VIII of the Sanitary Code, Laws of Westchester County, permission is hereby granted to:

FACILITY INFORMATION:

WCDH Facility Number: 00-0403

Business Name: AAA Carting and Rubbish Removal Inc.

Telephone: (914) 739-9527

Mailing Address: 480 FURNACE DOCK RD., CORTLANDT MANOR, NY 10567

FACILITY OWNER INFORMATION:

Business Name: PAT CARTALEMI

Telephone: (914) 739-9527

Mailing Address: 480 FURNACE DOCK RD., CORTLANDT MANOR, NY 10567

To engage in the business of removing, collection and/or transporting within the County of Westchester, the following types of waste indicated:

TYPES OF WASTE:

DISPOSAL SITES:

- | | | |
|---|---|-----------------------------------|
| <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> Regulated Medical/Infectious | Wheelabrator Westchester — 2021 |
| <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Construction Demolition | Tiboro Fibers Inc. — 2021 |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Meat | Latwela Sanitation Service — 2021 |
| <input type="checkbox"/> Other: | | |

In the vehicles listed on reverse side of this permit, subject to the provisions of the aforementioned Sanitary Code and provided that:

1. Work shall be performed only under the direction of the permittee, who shall use only the vehicles listed on reverse side of this permit.
2. Removal, collection, and transportation of waste shall be in such a manner as not to cause a public health or other nuisance.
3. During transportation, waste shall be either completely enclosed and maintained entirely in the vehicles or so covered as to prevent the loss of any material.
4. The vehicles and containers must prevent the loss or discharge of waste during transportation.
5. Disposal of waste at sites owned, operated and/or maintained by the County of Westchester shall be in complete conformity with the requirements of the Westchester County Department of Environmental Facilities.
6. Disposal of waste shall be in complete conformity with the requirements of and written consent of the local authority in charge of the disposal site.
7. Disposal sites shall be limited to the facilities that are currently permitted by the regulatory government agency (agencies) to accept such material.
8. Disposal sites shall be limited to the facilities stated on the permit application.
9. Regulated Medical/Infectious Waste shall be removed, collected and transported in accordance with the requirements of the New York State Department of Environmental Conservation i.e. 6 NYCRR Part 364, Subdivision 364.9.
10. Waste shall be removed, collected and transported in compliance with all applicable municipal, county, state and federal ordinances, laws and regulations.
11. A copy of this permit shall be kept in each vehicle listed on reverse side and shall be shown to a representative of the Westchester County Department of Health or the New York State Department of Environmental Conservation, on demand.
12. This permit is not transferable to vehicles other than listed on reverse side.
13. The owner or business name as stated on the permit application must be prominently shown on each vehicle listed on reverse side.

This permit shall become null and void and may be suspended or revoked for cause if the said business is not conducted in accordance with this permit or as stated on the application, or if vehicles other than those described on page 2 of this permit are used. Nothing contained in this permit shall be construed to invalidate any local, county, state or federal ordinances, regulations or laws affecting the conduct of this business.

Date Issued: 02/18/2021

Pat Cartalemi

AAA Carting & Rubbish Removal, Inc.

480 Furnace Dock Road

Cortlandt Manor, NY 10567

Phone (914) 739-9527

Fax (914) 739-4967

I have received a copy of and read and understand and shall comply with all of the provisions of the Garbage, Rubbish and Refuse Ordinance of the Town of Somers.

3/25/2021
Dated


Signature of Applicant

NAME AND ADDRESS OF CARTER: Oak Ridge Hauling LLC
307 WHITE STREET
DANBURY, CT 06810

1. EQUIPMENT: a detailed description of all equipment shall be attached with the following information:
VEHICLE NO, AGE, MAKE, CONDITION OF VEHICLE, LINCENSE PLATE NO.

2. FEES: \$ 50.00 per vehicle up to 18,000 pounds # N/A
\$100.00 per vehicle in excess of 18,000 pounds # 9

3. DESCRIPTION OF APPLICANT'S WORK FORCE: ✓

Number of Drivers 90 Office Personnel 65 Other 105

4. PROPOSED RATES FOR COLLECTION (attach rate schedule)

5. OWNERS, STOCK HOLDERS, DIRECTORS, OFFICERS AND CREDITORS:

List name and addresses, actual or beneficial.

Addendum

JOHN DECKER, CEO, 88 ALLOVE RD, COEYMAN'S HOLLOW, NY, 1204

BRIAN D'AMICO, CHAIRMAN, 74 WILLOWOOD LN, ORCHARD PARK, NY, 14127

MICHAEL BRENNAN, COO, 307 WHITE ST, DANBURY, CT, 06810

6. CUSTOMERS: list No. of Customers 64
Must attach minimum of 20

7. CONTINGENCY PLAN: By separate attachment, submit plan for providing service in the event of equipment failure, labor or other factors causing interruption of service. ✓

8. METHOD OF BILLING: Carter must submit residential tonnage collected daily and monthly for tonnage delivered from the Town of Somers to Charles Point or designated transfer station.

9. OFFICE LOCATION AND 24 HOUR TELEPHONE NUMBER: ✓

307 WHITE STREET, DANBURY, CT, 06810 (203) 743-0405

10. FINANCIAL:

Deposit sum equaling to cost of one month of total tipping fees.

11. INSURANCE

Name of Insurance Carrier (Certificate or Affidavit of Insurance to be attached)

12. Submit proof of Westchester County Health Department Certificate.

13. Statement must be submitted by the Applicant acknowledging that they have received a copy of the ordinance and agrees to abide by provisions thereof. ✓

0 / 1 / 1



Street, Danbury, CT 06810
05

4, 2020

2a – Town Clerk
ners – 335 Route 202
10589

ns #3, 7, 9, & 13 on the 2020 Refuse Collection Permit Application

Ridge Hauling is a full service waste management company, with over 70 waste collection
ermitted refuse transfer stations handling local MSW, construction/demolition, single
riables, cardboard and office paper, employing 260 workers.

have received the Town of Somers Articles of Residential and Commercial Refuse Collection
abide by them. Our service contingency plans are that we have spare vehicles for
ssues, a good working relationship with our drivers' union and managerial staff qualified to
in the highly unlikely event of a work stoppage. There are 6 holidays where we do not
Years, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. Services for
ill be done on the next work day, excluding Sundays. We look forward to working with the
ppreciate the opportunity to provide waste services. Our Sales Dept. can answer any
our services, applicable rates and customer information at 203-743-0405.


<
Registrations Department

re

mission

nt, Esq.

laghan, Esq.

sday, December 2, 2020

Re: License status Oak Ridge Waste & Recycling of CT LLC

on It May Concern:

re advised that Oak Ridge Waste & Recycling of CT LLC, operating at 307 White
Danbury, CT 06810, is licensed and in good standing with the Westchester County
Waste Commission as license # 400. Oak Ridge was most recently renewed in 2018
and the process of renewing their license.

ave any questions, please feel free to contact the Solid Waste Commission at (914)
10.



se Kadanoff, Esq.
re Director



WESTCHESTER COUNTY DEPARTMENT OF HEALTH - BUREAU OF ENVIRONMENTAL QUALITY
REFUSE COLLECTION PERMIT

being duly made as required by Article VIII of the Sanitary Code, Laws of Westchester County, permission is hereby granted to:

PERMIT INFORMATION:

Number: 13-933

OAK RIDGE WASTE AND RECYCLING of CT LLC

Telephone: (203) 743-0405

307 WHITE ST. DANBURY, CT 06810

OTHER INFORMATION:

OAK RIDGE WASTE and RECYCLING of CT LLC

Telephone:

307 WHITE ST. DANBURY, CT 06810

business of removing, collection and/or transporting within the County of Westchester, the following types of waste indicated:

TYPE:

DISPOSAL SITES:

- ☐ Regulated Medical/Infectious OAK RIDGE TRANSFER STATIONS of CT LLC — 2020
☒ Construction Demolition
☐ Meat

to be disposed on reverse side of this permit, subject to the provisions of the aforementioned Sanitary Code and provided that:

to be performed only under the direction of the permittee, who shall use only the vehicles listed on reverse side of this permit.
collection, and transportation of waste shall be in such a manner as not to cause a public health or other nuisance.
transportation, waste shall be either completely enclosed and maintained entirely in the vehicles or so covered as to prevent the loss of any

leakage and containers must prevent the loss or discharge of waste during transportation.
waste at sites owned, operated and/or maintained by the County of Westchester shall be in complete conformity with the requirements
of the Westchester County Department of Environmental Facilities.

waste shall be in complete conformity with the requirements of and written consent of the local authority in charge of the disposal site.
as shall be limited to the facilities that are currently permitted by the regulatory government agency (agencies) to accept such material.
as shall be limited to the facilities stated on the permit application.

Medical/Infectious Waste shall be removed, collected and transported in accordance with the requirements of the New York State
of Environmental Conservation i.e. 6 NYCRR Part 364, Subdivision 364.9.

be removed, collected and transported in compliance with all applicable municipal, county, state and federal ordinances, laws and

the permit shall be kept in each vehicle listed on reverse side and shall be shown to a representative of the Westchester County
Department of Health or the New York State Department of Environmental Conservation, on demand.

the permit is not transferable to vehicles other than listed on reverse side.

the permit business name as stated on the permit application must be prominently shown on each vehicle listed on reverse side.

the permit is void and may be suspended or revoked for cause if the said business is not conducted in accordance with this permit
application, or if vehicles other than those described on page 2 of this permit are used. Nothing contained in this permit shall be
valid in any local, county, state or federal ordinances, regulations or laws affecting the conduct of this business.

2020
Date Expired: 03/31/2021

Paula M. Danbury MD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES IFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED PRODUCER, AND THE CERTIFICATE HOLDER.

ertificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on of confer rights to the certificate holder in lieu of such endorsement(s).

ces, Inc.
ite 610

CONTACT
NAME:
PHONE:
FAX:
LA/C. No. EXT:
E-MAIL:
ADDRESS: Impero Waste Services COI@aillant.com
INSURER(S) AFFORDING COVERAGE
NAIC #

License#: 0C36861

IMPEVMS-01

INSURER A : ACE American Insurance Company

22667

INSURER B : Indemnity Insurance Company of

43575

INSURER C : Renaissance Re Syndicate 1458

0

INSURER D : Merchants National Insurance C

12775

INSURER E :

INSURER F :

CERTIFICATE NUMBER: 879294727

REVISION NUMBER:

AT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD TANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

BRANCH	ADDL. SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
INSURANCE	INSURANCE	INSURANCE	INSURANCE	INSURANCE	INSURANCE
RAL LIABILITY	Y	ENV/P0000316-21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> LOC					
APPLIES PER:					
SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	ISA/H25309200	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> OCCUR	Y	N10908279 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
ON \$ 10,000	Y	WLRC67813364	1/1/2021	1/1/2022	PER STATUS OTI- ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit \$ 1,000,000 \$ 5,000,000
Y/N	Y				
EXECUTIVE	N/A				
ED7					
ONS below	Y	ENV/P0000316-21	1/1/2021	1/1/2022	
	Y	EXL0002368	1/1/2021	1/1/2022	

LOCATIONS / VEHICLES (ACCORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations - Pollution - Blanket Additional Insured Waiver of Subrogation/Primary Non-Contributory when required by written contract per

ditional Insured if required by written contract per form CAU74c 0316
any and Non-contributory if required by written contract per form CA0449 1116

ADDITIONAL REMARKS SCHEDULE

s, Inc.		NAMED INSURED Impero Waste Services LLC Oak Ridge Waste and Recycling of CT, LLC Oak Ridge Hauling, LLC 307 White Street Danbury CT 06810
	NAIC CODE	
		EFFECTIVE DATE:

S

ARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation as required by written contract per form XS-41864 1/14
provides additional layer over the General Liability, Auto Liability and Employers Liability policies
Additional layer over Umbrella policy.
LLC is NOT a Named Insured on the W/C policy

as additional insured, ATIMA, when required by written contract.

COUNT	TK #	MAKE	YEAR	BODY TYPE #	PLATE	VIN#	REG STATE	TK CAPACITY CU YDS	PERMIT #	LICENSE #	CON
1	RRL-2	KNWTH	2012	RL	56832A	2NKHNN7X6CM336186	CT	14			G00
2	RL-28	ISUZU	2014	RL	L17394	JALE5W165E7300756	CT	8			G00
3	FL-24	MAC	2015	FL	68253A	1M2AV04COFM012530	CT	40			G00
4	FL-23	MAC	2015	FL	66369A	1M2AV04C4FM012529	CT	40			G00
5	RH-14	FRGT	2019	RO	64209A	1FVACXFE4KHKN9753	CT	20			G00
6	RO-28	MAC	2019	RO	64163A	1M2GR4GC1KMM001659	CT	40			G00
7	FL-41	MAC	2019	FL	65293A	1M2TE2GC4KMM002433	CT	40			G00
8	FL-43	MAC	2016	FL	66188A	1M2AV02CXGM013334	CT	40			G00
9	FL-38	MAC	2013	FL	63507A	1M2AV04C1DM010007	CT	40			G00
TOT											

TOWN OF SOMERS					PERMIT YEAR - 2021				
335 ROUTE 202									
SOMERS, NY 10589									
914-277-3323 PATRICIA KALBA-TOWN CLERK									
no decals									

TOWN OF SOMERS		DECEMBER		914-277-3323 PATRICIA KALBA-TOWN CLERK	
EFFECTIVE DATE	EXPIRATION DATE	1/1/2021	12/31/2021		

STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP
 60 STATE STREET
 Wethersfield, Ct. 06161-1010 TEL: (860) 263-5281
 Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

Effective Date : 05/13/2020

Expiration Date : 04/30/2021

YULING LLC		PLATE NO 66369A		VIN 1M2AV04C4FM012529	
06810	VEH YR 2016	VEH MAKE MACK	VEH MODEL MRU6		
	GROSS WT 53,800	UNLADEN WT 36,700	AXLES 3		
	SEATS	FUEL D	TYPE TK		
	COLOR GRN	DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021		
	TAX TOWN 34	ACCT NO 7121	FLEET NO 001	SUPP NO 000	UNIT NO FL-23

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
 OAK RIDGE HAULING LLC
 307 WHITE ST
 DANBURY CT 06810

be carried in the vehicle to which it is issued or be subject to confiscation. The vehicle described in this cab card has been proportionally registered with this STATE OF CONNECTICUT and the jurisdictions indicated below.

053800	AR	053800	AZ	053800	CA	053800	CO	053800	DC	053800
053800	GA	053800	IA	053800	ID	053800	IL	053800	IN	053800
053800	LA	053800	MA	053800	MD	053800	ME	053800	MI	053800
053800	MS	053800	MT	053800	NC	053800	ND	053800	NE	053800
053800	NM	053800	NV	053800	NY	053800	OH	053800	OK	053800
053800	RI	053800	SC	053800	SD	053800	TN	053800	TX	053800
053800	VT	053800	WA	054000	WI	053800	WV	053800	WY	053800
024403	MB	024403	NB	024403	NL	024403	NS	024403	ON	024403
3 AXLE	SK	024403	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required

STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP
 60 STATE STREET

Wethersfield, Ct. 06161-1010 TEL: (860) 263-5281
 Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

20 Effective Date : 05/13/2020 Expiration Date : 04/30/2021

AULING LLC		PLATE NO 63507A		VIN 1M2AV04C1DM010007	
06810	VEH YR 2013	VEH MAKE MACK	VEH MODEL MR68		
	GROSS WT 53,800	UNLADEN WT 38,560	AXLES 3		
	SEATS	FUEL D	TYPE TK		
ICABLE)	COLOR GRN WHT	DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021		
	TAX TOWN 34	ACCT NO 7121	FLEET NO 001	SUPP NO 000	UNIT NO FL-38

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
 OAK RIDGE HAULING LLC
 307 WHITE ST
 DANBURY CT 06810

be carried in the vehicle to which it is issued or be subject to confiscation. The vehicle described in this cab card has been proportionally registered with this STATE OF CONNECTICUT and the jurisdictions indicated below.

053800	AR	053800	AZ	053800	CA	053800	CO	053800	DC	053800
053800	GA	053800	LA	053800	ID	053800	IL	053800	IN	053800
053800	LA	053800	MA	053800	MD	053800	ME	053800	MI	053800
053800	MS	053800	MT	053800	NC	053800	ND	053800	NE	053800
053800	NM	053800	NV	053800	NY	053800	OH	053800	OK	053800
053800	RI	053800	SC	053800	SD	053800	TN	053800	TX	053800
053800	VT	053800	WA	054000	WI	053800	WV	053800	WY	053800
024403	MB	024403	NB	024403	NL	024403	NS	024403	ON	024403
3 AXLE	SK	024403	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required



**STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP**

60 STATE STREET
Wethersfield, Ct. 06161-1010 TEL: (860) 263-5281
Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

Effective Date : 05/13/2020

Expiration Date : 04/30/2021

HULING LLC		PLATE NO 65293A		VIN 1M2TE2GC4KM002433	
06810		VEH YR 2019	VEH MAKE MACK	VEH MODEL TERRAPRO	
		GROSS WT 66,000	UNLADEN WT 39,200		AXLES 4
		SEATS	FUEL D	TYPE TK	
ICABLE)		COLOR GRN	DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021	
TAX TOWN 34		ACCT NO 7121	FLEET NO 001	SUPP NO 000	UNIT NO FL-41

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
OAK RIDGE HAULING LLC
307 WHITE ST
DANBURY CT 06810

be carried in the vehicle to which it is issued or be subject to confiscation. The vehicle described in this cab card has been proportionally registered with this STATE OF CONNECTICUT and the jurisdictions indicated below.

066000	AR	066000	AZ	066000	CA	066000	CO	066000	DC	066000
066000	GA	066000	JA	066000	ID	066000	IL	066000	IN	066000
066000	LA	066000	MA	066000	MD	066000	ME	066000	MI	066000
066000	MS	066000	MT	066000	NC	066000	ND	066000	NE	066000
066000	NM	066000	NV	066000	NY	066000	OH	066000	OK	066000
066000	RI	066000	SC	066000	SD	066000	TN	066000	TX	066000
066000	VT	066000	WA	066000	WI	066000	WV	066000	WY	066000
029937	MB	029937	NB	029937	NL	029937	NS	029937	ON	029937
4 AXLE	SK	029937	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required



**STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP**

60 STATE STREET

Wethersfield, Ct. 06161-1010 TEL: (860) 263-5281

Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

Effective Date : 05/13/2020

Expiration Date : 04/30/2021

JULING LLC	PLATE NO 66189A		VIN 1M2AV02CXGM013334	
	VEH YR 2016	VEH MAKE MACK	VEH MODEL 600 MRU	
06810	GROSS WT 53,800	UNLADEN WT 32,250	AXLES 3	
	SEATS	FUEL D	TYPE TK	
(CABLE)	COLOR GRN	DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021	
	TAX TOWN 34	ACCT NO 7121	FLEET NO 001	SUPP NO 000
				UNIT NO FL43

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
OAK RIDGE HAULING LLC
307 WHITE ST
DANBURY CT 06810

be carried in the vehicle to which it is issued or be subject to confiscation. The vehicle described in this cab card has been proportionally registered with this STATE OF CONNECTICUT and the jurisdictions indicated below.

053800	AR	053800	AZ	053800	CA	053800	CO	053800	DC	053800
053800	GA	053800	IA	053800	ID	053800	IL	053800	IN	053800
053800	LA	053800	MA	053800	MD	053800	ME	053800	MI	053800
053800	MS	053800	MT	053800	NC	053800	ND	053800	NE	053800
053800	NM	053800	NV	053800	NY	066000	OH	053800	OK	053800
066000	RI	053800	SC	053800	SD	053800	TN	053800	TX	053800
053800	VT	053800	WA	054000	WI	053800	WV	053800	WY	053800
024403	MB	024403	NB	024403	NL	024403	NS	024403	ON	024403
3 AXLE	SK	024403	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required



STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP
 60 STATE STREET
 Wethersfield, Ct. 06161-1010 TEL: (860) 263-5281
 Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

3

Effective Date : 05/13/2020

Expiration Date : 04/30/2021

ULLING LLC 16810	PLATE NO 64209A		VIN 1FVACXFE4KHK9753	
	VEH YR 2019	VEH MAKE FRHT	VEH MODEL M210	
	GROSS WT 33,000		UNLADEN WT 16,900	AXLES 2
	SEATS		FUEL D	TYPE TK
CABLE)		COLOR GRN	DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021
TAX TOWN 135		ACCT NO 7121	FLEET NO 001	SUPP NO 000
				UNIT NO RH-14

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
 OAK RIDGE HAULING LLC
 307 WHITE ST
 DANBURY CT 06810

e carried in the vehicle to which it is issued or be subject to confiscation. The vehicle described in this cab card has been proportionally registered with this STATE OF CONNECTICUT and the jurisdictions indicated below.

033000	AR	033000	AZ	033000	CA	033000	CO	033000	DC	033000
033000	GA	033000	IA	033000	ID	033000	IL	033000	IN	033000
033000	LA	033000	MA	033000	MD	033000	ME	033000	MI	033000
033000	MS	033000	MT	033000	NC	033000	ND	033000	NE	033000
033000	NM	033000	NV	033000	NY	033000	OH	033000	OK	033000
033000	RI	033000	SC	033000	SD	033000	TN	033000	TX	033000
033000	VT	033000	WA	034000	WI	033000	WV	033000	WY	033000
014969	MB	014969	NB	014969	NL	014969	NS	014969	ON	014969
5 AXLE	SK	014969	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required

STATE OF CONNECTICUT

Department of Motor Vehicles
Renewal Application and Registration

SAFETY
SECURITY
SERVICE

DMV

I EXPIRES ON 04/15/2020 FOLLOW INSTRUCTIONS BELOW TO RENEW (ADDITIONAL INSTRUCTIONS SEE REVERSE)

MAKE SURE YOU PAY ALL LOCAL PROPERTY TAXES DUE AND FULFILL ANY REQUIREMENTS LISTED BELOW.
NEW ONLINE, BY PHONE OR TEAR OFF BOTTOM STUB AND MAIL WITH YOUR PAYMENT.

ONLINE AT CT.GOV/DMV OR BY PHONE 860-263-5700.

YOUR PIN NUMBER IS 9831818

28

Ref #
14481834

VEHICLE

1

RL 000683948009831818

L173940024700202004154

CONNECTICUT REGISTRATION CERTIFICATE

KEEP THIS PORTION IN YOUR VEHICLE - DO NOT MAIL
INSURANCE SHALL BE MAINTAINED AS REQUIRED BY CT LAW

VALID ONLY
AFTER PAYMENT
RECEIVED BY
DMV

PLATE CLASS COMMERCIAL		EXP. DATE 04/15/2021	VEHICLE IDENTIFICATION NUMBER JALE5W165E7300756		YR 14	MAKE ISUZU	MODEL NRR
REGISTERED USAGE COMMERCIAL	LIGHT WT 7000	GVWR 19500	DECLARED WT 19500	STAND	SEAT	AXLES	COLOR GREEN
DUE TOTAL FEE \$247.00	PLATE TYPE COMMERCIAL	TOWN 135	TAX TOWN STAMFORD	STYLE TB			
S HAULING OF CT LLC			2/1/2020				

COMMISSIONER OF MOTOR VEHICLES

ROS HAULING OF CT LLC
ST

06810-6934

RENEWAL

Abigail Maguire

3N WITH PAYMENT 1 R2 000683948009831818

L173940024700202004159

IL SEND THIS STUB WITH YOUR CHECK TO DMV PO BOX 150456, Hartford, CT 06115-0456
O CHANGES ALLOWED ON THIS FORM. Visit our website at ct.gov/dmv

CLASS ERCIAL	EXP. DATE 04/15/21	VEHICLE IDENTIFICATION NUMBER JALE5W165E7300756	YR 14	MAKE ISUZU	DW 19500	STAND	SEAT	TAX TOWN
-----------------	-----------------------	--	----------	---------------	-------------	-------	------	----------

**STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP**

60 STATE STREET
Wethersfield, Ct. 06161-1010 TEL: (860) 263-5281
Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

3

Effective Date : 05/13/2020

Expiration Date : 04/30/2021

ULING LLC	PLATE NO 64163A		VIN 1M2GR4GC1KM001659	
16810	VEH YR 2019	VEH MAKE MACK	VEH MODEL GR64	
	GROSS WT 66,000	UNLADEN WT 31,700	AXLES 4	
	SEATS	FUEL D	TYPE TK	
CABLE)	COLOR GRN	DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021	
	TAX TOWN 34	ACCT NO 7121	FLEET NO 001	SUPP NO 000
				UNIT NO RO-28

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
OAK RIDGE HAULING LLC
307 WHITE ST
DANBURY CT 06810

e carried in the vehicle to which it is issued or be subject to confiscation. The vehicle described in this cab card has been proportionally registered with this STATE OF CONNECTICUT and the jurisdictions indicated below.

066000	AR	066000	AZ	066000	CA	066000	CO	066000	DC	066000
066000	GA	066000	IA	066000	ID	066000	IL	066000	IN	066000
066000	LA	066000	MA	066000	MD	066000	ME	066000	MI	066000
066000	MS	066000	MT	066000	NC	066000	ND	066000	NE	066000
066000	NM	066000	NV	066000	NY	066000	OH	066000	OK	066000
066000	RI	066000	SC	066000	SD	066000	TN	066000	TX	066000
066000	VT	066000	WA	066000	WI	066000	WV	066000	WY	066000
029937	MB	029937	NB	029937	NL	029937	NS	029937	ON	029937
4 AXLE	SK	029937	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required



**STATE OF CONNECTICUT
DEPARTMENT OF MOTOR VEHICLES IRP**

60 STATE STREET
 Weathersfield, Ct. 06161-1010 TEL: (860) 263-5281
 Website: www.ct.gov/dmv Email: dmv.irp@ct.gov

Effective Date : 05/13/2020

Expiration Date : 04/30/2021

JLJING LLC		PLATE NO 56832A		VIN 2NKHNN7X6CM336186	
6810	VEH YR 2012	VEH MAKE KW	VEH MODEL T300		
	GROSS WT 33,000	UNLADEN WT 11,309	AXLES 2		
	SEATS	FUEL D	TYPE TK		
COLOR GRN		DATE REGISTERED 05/01/2020	ENFORCEMENT DATE 05/01/2021		
TAX TOWN 34		ACCT NO 7121	FLEET NO 001	SUPP NO 000	UNIT NO RRL-2

List the USDOT and Address of the Motor Carrier Responsible for Safety

ADDRESS
 OAK RIDGE HAULING LLC
 307 WHITE ST
 DANBURY CT 06810

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033000	AR	033000	AZ	033000	CA	033000	CO	033000	DC	033000
033000	GA	033000	IA	033000	ID	033000	IL	033000	IN	033000
033000	LA	033000	MA	033000	MD	033000	ME	033000	MI	033000
033000	MS	033000	MT	033000	NC	033000	ND	033000	NE	033000
033000	NM	033000	NV	033000	NY	033000	OH	033000	OK	033000
033000	RI	033000	SC	033000	SD	033000	TN	033000	TX	033000
033000	VT	033000	WA	034000	WI	033000	WV	033000	WY	033000
014969	MB	014969	NB	014969	NL	014969	NS	014969	ON	014969
2 AXLE	SK	014969	**	*****	**	*****	**	*****	**	*****

No Registration Sticker is Required



Sent to:
TB, TA, TC 4/2/21
KD

Rick Morrissey

From: Sales BDC <sales@boniellodevelopment.com>
Sent: Monday, March 29, 2021 2:55 PM
To: Rick Morrissey
Subject: Rec Board Appointment

Hi Rick,
Please reinstate me for another term on the Rec Board.
Thanks,
Jim Boniello

Boniello Development | Sales
1000 1st St, Suite 100, New York, NY 10589
Tel: 914-368-1100
sales@boniellodevelopment.com

cc: Jim Boniello

1960ajb@gmail.com

Jen@Boniellodevelopment.com

Sent to:
TB, TA, TC
4/5/21

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

Water & Sewer Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

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



Date: April 2, 2021
To: Somers Town Board
From: Adam Smith *AJS*
Water Superintendent

RE: **New Hire - Water Maintenance Worker Grade I**

I am requesting authorization to appoint Frederick McQuillan as Water Maintenance Worker Grade I full-time in the Water and Sewer Department for 40 hours a week effective April 23, 2021 with a delayed start date of May 3, 2021 and the successful results of his physical, drug test, reference, background, and driver license checks and in accordance with the CSEA Contract Appendix B at Grade 6 Step 10 at an annual salary of \$73,615.00.

Mr. McQuillan is currently the first candidate on the County Civil Service eligible list for this position.

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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



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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com

Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: March 18, 2021

To: Director of Finance T10(914)

From: Steven Woelfle *SW*
Engineering Department

RE: **Erosion Control Bond**
NYAW Dykeer GAC Site Plan, Tree Removal, Stormwater Management
and Erosion and Sediment Control Permit and GPOD SEUP
Resolution #2020-08
TM: 16.16-3-1

Attached is a check in the amount of \$720.00 posted by American Water, 1 Water Street, Camden, NJ 08102 in payment of an Erosion Control Bond for NYAW Dykeer GAC.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
3/25/21
KO

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

Water & Sewer Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

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



Date: March 12, 2021

To: Somers Town Board

From: Adam Smith *AJS*
Water Superintendent

RE: Out of District Water Billing

At the Northern Westchester Joint Water Works (NWJWW) Board of Trustees meeting held on February 19, 2021 it was agreed that ownership of the 16 and 24-inch water transmission mains leaving the Amawalk Water Treatment Plant would be transferred to the NWJWW. These mains benefit all NWJWW members and the transfer will spread the cost of maintenance and repairs among the Joint Water Works Members.

A portion of the 16-inch main runs through Somers along Route 35 and provides water to an interconnection at Mahopac Avenue where Somers receives a majority of its water. The main also provides water service to 12 parcels located in Somers. The parcels have been serviced as out-of-district water connections to Yorktown. Yorktown had authorized the connections due to a lack of ground water in this area. It was also agreed that going forward Somers will provide the water service to the above-mentioned customers.

The 12 customers are currently billed tri-annually at twice the Yorktown Water District rate. When authorized by the Somers Town Board the customers will be billed quarterly at twice the Amawalk-Heights Water District rate. Based on historic water billing data provided by Yorktown the average water charges are expected to increase approximately \$550.00 a year. The water rates are as follows;

Yorktown Out of District Water Rate Tri-Annual Billing:

First 9,000 \$128.70

Each 1,000 after \$13.40 up to 250,000 gallons

After 250,000 there is a sliding scale, these accounts should never be that high

250,000 to 499,000 \$14.40

500,000 to 749,000 \$15.50

Amawalk Heights Out of District Water Rate Quarterly Billing:

Quarterly Meter Charge \$112.46

Amawalk Heights Out of District Consumption Charge:

1 to 25,000 gallons \$14.80 per 1,000 gallons or portion thereof.

25,001 to 100,000 gallons \$16.72 per 1,000 gallons or portion thereof.

125,001 gallons and above 24.44 per 1,000 gallons or portion thereof.

Once approved the meters shall be read and billed by Yorktown as a final read. The proposed date of the transfer will take effect on June 30, 2021 which coincides with the end of the next Somers and Yorktown billing period.

Sent to:
TB, TA, TC
3/25/21

KD

Telephone
(914) 277-8228
Fax
(914) 277-3790

BUREAU OF FIRE PREVENTION

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA, JR.
CHIEF



MEMO TO: Town Board

FROM: Bureau of Fire Prevention

RE: Signage Multi-Occupancy Properties

DATE: March 9, 2021

All multi-occupancy structure featuring multiple doors or windows on a common exterior wall shall display each unit's identifying designation (i.e., 355A, 355B, 2A, 2B) on the rear of said structure near each door as follows:

- The manner in which they are displayed shall be universally applied to all the units in the development, community (exceptions whereas new construction practices or designs allow for improved visibility by utilizing an alternative location).
- All numbers should be at least 4 inches in height or the current standard in the New York State Fire Code, whichever is greater, and be located at least 4 feet above the ground at grade and approximately six feet above door sills on subsequent floors.
- The colors of said numbers should be in sharp contrast to the color of their background.
- When practical, the numbers should be placed near a light so that they may be readily seen at night. If the numbers are not illuminated, they should be reflective.

All multi-occupancy residential or commercial structures featuring common exterior walls and multiple utility meters regulators or other hook ups/connections shall have each connection/meter labeled in such a manner as to allow for the quick and easy identification as to which unit they are servicing or connected to.

We respectfully request you consider this addition to the Code of the Town of Somers.

Sent to: TB, TA, TC 3/25/21 KD
Telephone
(914) 277-3539
FAX
(914) 277-3790

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

TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

Thomas J. Tooma, Jr.
Building Inspector



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.
Building Inspector

RE: Groundwater Protection Overlay District
Proposed Code Modification

DATE: March 30, 2021

As stated in Chapter 170-32. Zoning – Article IXA. Groundwater Protection Overlay GP District, § 170-32.7. Prohibited Uses, prohibits below grade (buried) liquid propane tanks under § 170-32.7.H of the zoning ordinance lists the proposed use of propane (hydrocarbon products) tanks as prohibited in the Ground Protection Overlay District. § 170-32.7H states – “The storage of hydrocarbon products except those necessary for residential use in homes and vehicles, provided that such products are stored in appropriate containers.”

The need for this requirement is not necessary as it pertains to liquid propane as it is non-toxic, non-caustic and will not create an environmental hazard if released as a liquid or vapor into the water or soil. and I would request that the Town Board modify this section to read “The storage of hydrocarbon products (excluding liquid propane) except those necessary for residential use in homes and vehicles, and commercial use in buildings and vehicles, provided that such products are stored in appropriate containers.”

The prohibited use would still apply to hydrocarbons such as diesel, oil and gas products.

I have reviewed and discussed with the Principal Engineering Technician and our Engineering Consultant who is in agreement with this modification.

Attachments – Chapter 170. Zoning, Article IXA. Groundwater Protection Overlay GP
District, § 170-32.7. H
Propane 101 Document from Microsoft Bin
An email from Bob Daros, owner of Heritage Fuel and Propane

Sent to:
TB, TA, TC
3/31/21
KD

§ 170-32.1 Purpose.

The purpose of the Groundwater Protection Overlay GP District is to protect the public health, safety and general welfare by preserving the quality and quantity of the Town's major groundwater resources in order to ensure an adequate and safe water supply for present and future residents, employees and the general public. The designation of groundwater protection overlay districts and the establishment of use regulations in such districts will further the preservation of groundwater resources currently in use and those aquifers having a potential for use as a source for substantial public or private water supply.

§ 170-32.2 Findings.

In continuation of the groundwater and aquifer policy adopted in December 1984 and set forth in Chapter 165 of the Code, the Town Board of the Town of Somers has reviewed a Planning Board commissioned report on the status and location of the Town's groundwater titled "Groundwater Supply Overview of the Town of Somers, New York," prepared by Leggette, Brashears & Graham, Inc., and dated December 1988, and hereby finds that:

- A. The groundwater underlying the Town is a major source of existing and potential future water supply, including drinking water, and, as such, should be protected from contamination.
- B. Unregulated development in areas with sensitive hydrogeologic formations of stratified drift aquifers and their primary recharge areas in addition to accidental spills and discharge of hazardous and toxic materials in those areas, can threaten the quality of the groundwater supplies and related water resources in the Town, posing potential health and safety hazards.
- C. Preventive measures and regulations should be adopted to control the development of land and to control the discharge and storage of hazardous materials within the hydrogeologic formations to limit the potential adverse impact that such development and discharge can create.
- D. The foregoing conclusions are set forth in the Water Quality Management Plan of Westchester County prepared pursuant to Section 208 of the Federal Clean Water Act and in Town-commissioned studies.
- E. The Town has the power through zoning to effectuate regulations that promote the public health, safety and general welfare.

§ 170-32.3 Applicability; district boundaries.

- A. Lands. The provisions of this Article shall apply to all real property lying within a Groundwater Protection Overlay District. The "Groundwater Protection Overlay District" is defined as an area designated on the Town of Somers Zoning Map containing a primary recharge area for a stratified drift deposit known or believed to be an aquifer. The boundaries of the district are indicated on the official Zoning Map. The Groundwater Protection Overlay District is based on the maps and report titled "Groundwater Supply Overview of the Town of Somers, New York," prepared by Leggette, Brashears & Graham, Inc., and dated December 1988.
- B. District mapping. The Groundwater Protection Overlay District line shall be determined by the use of the scale appearing on the Zoning Map. From time to time and to reflect new information of a site specific nature, the Town Board may make amendments to the mapping of Groundwater Protection Overlay Districts.
- C. Uses. The provisions, requirements and regulations of this Article shall apply to all uses of land within Groundwater Protection Overlay Districts and no land shall be used except in compliance with the provisions, requirements and regulations of this Article.

§ 170-32.4 General provisions.

- A. Relation to other regulations. The provisions in this Article do not repeal, abrogate or annul any portion of the Code or regulations of the Town of Somers, New York State or federal regulations or existing private or public servitudes. In any case where there are conflicting regulations, whichever regulation imposes the more stringent restriction shall apply.

- B. Relation to underlying district. Nothing in this Article shall be construed to permit any use which is not currently permitted in the applicable underlying zoning district as established and regulated by this Chapter 170.
- C. Types of uses. All uses within the Groundwater Protection Overlay District shall be deemed to fit into one of three categories of uses:
 - (1) Uses permitted without regulation under § 170-32.5 and not requiring a special exception use permit.
 - (2) Uses permitted subject to regulation under § 170-32.6 and requiring a special exception use permit.
 - (3) Prohibited uses.
- D. Nonconforming uses. Any use existing as a lawful use at the effective date of this Article shall be deemed a nonconforming use. The nonconforming use may be continued subject to the provisions of Article XVI of this chapter.

§ 170-32.5 Uses permitted without regulation.

The following uses are permitted without regulation under this Article:

- A. The subdivision of a property into no more than two lots of at least 40,000 square feet each for one-family detached dwellings with roads that are designed to mitigate water quality impacts of first flush runoff.
- B. The construction of a one-family detached dwelling on a lot containing at least 40,000 square feet in area complete with a sanitary sewage disposal system, well and permitted accessory uses as specified in § 170-11.

§ 170-32.6 Uses permitted subject to regulation.

Uses permitted in the underlying district by other sections of this Chapter 170 and not listed in § 170-32.5 as a use permitted without regulation under Article IXA and not listed in § 170-32.7 as a prohibited use, shall require a special exception use permit from the Planning Board pursuant to § 170-32.8, § 170-115, Article XI and Article XVIII.

§ 170-32.7 Prohibited uses.

The following uses are prohibited uses within the Groundwater Protection Overlay District:

- A. The disposal, storage or treatment of hazardous material and solid or liquid waste material, except the storage of such hazardous material in sealed containers for retail sale or for normal household use. "Hazardous material" shall be defined as material which is a present or potential danger to health or the environment when improperly stored, transported, disposed or otherwise managed and also as any other toxic, caustic or corrosive chemicals, radioactive materials or other substance listed in Title 40 of the Code of Federal Regulations or Part 366 of Title Six of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- B. The creation or manufacturing of any hazardous material.
- C. Dry wells directly connected to any storm drainage system for a parking lot with more than four parking spaces, floor drain, garage drain, wash basin or sink.
- D. Gasoline service and filling stations and automobile service and repair facilities.
- E. Dry-cleaning and dyeing establishments and laundries that use cleaning solvents.
- F. Photographic printing and processing labs.
- G. Furniture stripping and refinishing establishments.
- H. The storage of hydrocarbon products except those necessary for residential use in homes and vehicles, provided that such products are stored in appropriate containers.
- I. Disposal of hazardous materials used in medical and dental office operations.



PROPANE 101

Propane and the Environment



Refined fuels and petroleum products are perceived as pollutants and environmentally unfriendly. Propane is not only clean and environmentally friendly in its unused state, it produces exhaust emissions that exceed the requirements for clean fuel vehicles and surpass eco-friendly expectations in all aspects.

Propane Toxicity, Contamination and Spills

Propane is non-toxic, non-caustic and will not create an environmental hazard if released as a liquid or vapor into water or soil. If spilled in large quantity, the only environmental damage that may occur is freezing any organism or plant life in the immediate area. There are no long term effects following a propane spill even if the quantities are excessively large. The only damage and potential danger exists if the vapor is ignited following a spill. And even then, there are no long term effects of ignited propane that can be damaging to the environment.



d vapor are environmentally sound and used states (prior to combustion) if released.

not considered a greenhouse gas.

not damaging to freshwater or saltwater underwater plant or marine life.

not harmful to soil if spilled on the ground.

not cause harm to drinking water supplies.

will not cause air pollution. Propane vapor does not cause air pollution.

is not harmful if accidentally inhaled by plants or people.

- Propane will only cause bodily harm if liquid propane comes in contact with skin (boiling point -44°F).

Although the physical characteristics of propane may cause harm to living things, the chemical makeup of propane will not harm anything. Then again, drinking water is harmless but who would attempt to chew on an ice cube that is 45 degrees below zero or take a 450 degree steam bath. The point is propane will not harm people or the environment and while its harmless attributes are eco-friendly, its temperature characteristics can and will cause harm when handled with carelessness.

Propane Gas Emissions

Combustion is the process of a fuel being burned in a chemical reaction that produces energy. The energy produced during combustion is in the form of heat, light or both. Examples of fuel are wood, paper, coal, gas, oil and of course, propane. Following combustion (after the fuel has burned), byproducts are produced that move into the atmosphere. These byproducts are called greenhouse gases and although emissions from propane combustion are greenhouse gases, the level of damaging emissions following LP Gas combustion is far below that of any readily available carbon based fuel used in vehicles and engines today. Propane is clean burning and environmentally friendly.

In fact, propane is listed as an approved clean fuel by U.S. Government energy policy makers and energy administrative bodies. The Southwest Research Institute in San Antonio, TX has conducted numerous studies on propane emissions and determined that using propane cuts smog producing exhaust by as much as 70 percent. Propane engine exhaust is so clean and friendly to the environment that propane powered forklifts operate inside warehouses throughout the world. Think about

the last time you saw a diesel powered forklift inside a warehouse. Additionally, many propane fueled vehicles are certified by the Environmental Protection Agency (EPA) as meeting the Ultra Low Emission Vehicle standard. Propane is a very clean burning fuel, without a doubt.

[SITEMAP](#) [PRIVACY POLICY](#) [DISCLAIMER](#) [CONTACT](#)

COPYRIGHT © PROPANE 101

Denise Schirmer

From: Denise Schirmer
Sent: Tuesday, March 30, 2021 6:33 AM
To: Denise Schirmer
Subject: FW: Town of Somers - Question

From: Bob Daros <bob@heritagefuel.com>
Date: February 25, 2021 at 1:35:04 PM EST
To: Denise Schirmer <dschirmer@somersny.com>
Subject: Town of Somers - Question

Hi Denise, all is well here. Thanks for reaching out to me.
Propane is very forgiving in many ways and ground water pollution is one of them.
Should an underground propane tank develop a leak, it will not contaminate the soil or ground water like a fuel oil or gasoline tank. If the gas escapes the tank it instantly turns to a vapor and dissipates into the air. It's under pressure and "high pressure always goes to low"
To give you an idea of how harmless it is, the board of health doesn't recognize propane as a contaminant and has zero involvement.
That tells you everything.
One thing I will say is a propane tank buried in a wet area should be tied down to a concrete slab. That's really Tom's call but universally it's common practice.
Best Regards, Bob.

Robert Daros

Heritage Fuel & Propane
8 Front St.
P.O. Box 513
Croton Falls N.Y. 10519
W (914) 277- 8088
C (914) 906- 5520

Fire Commissioner
Croton Falls Fire District
P.O. Box 5
Croton Falls N.Y. 10519

Treasurer, Westchester/Putnam Heating and Cooling Professionals.
P.O. Box 85
Croton Falls N.Y. 10519
A chapter of OESP.

On Feb 25, 2021, at 12:14 PM, Denise Schirmer <dschirmer@somersny.com> wrote:

Hi Bob,

Hope this finds you well.

Tom asked me to reach out to you regarding burying a liquid propane tank in the groundwater protection overlay district.

Currently a variance is needed to do so from the Zoning Board of Appeals and we are ultimately hoping the Town Board would agree to remove requirement from the Code as doing so would not result in something negative if it were to leak as it would just evaporate.

Your thoughts.

Thank you.

Denise

Sent to:
TB, TA, TC
3/26/21
KD



JUSTICE COURT

Town of Somers

WESTCHESTER COUNTY, N.Y.



TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

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

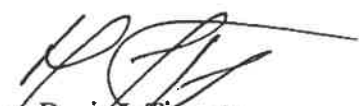
March 19, 2021

Dear Supervisor Morrissey:

Pursuant to Section 2019-a of the Uniform Justice Court Act, it is the duty of every justice to present his/her records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

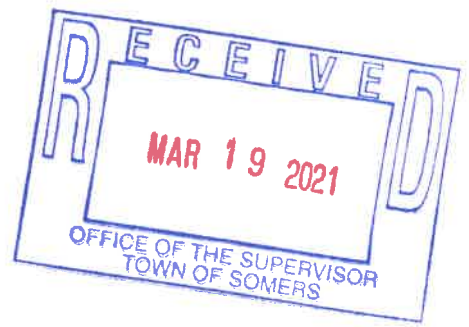
Consistent with Section 2019-a of the Uniform Justice Court Act, I hereby advise that the court's records and docket are available to be presented for such examination. I look forward to working with you to schedule such examination in an expeditious manner.

Very truly yours,


Hon. Denis J. Timone


Hon. Michael J. McDermott

cc: Justice Alan Scheinkman
Arielle Bryant, Esq.



Town of Somers, New York

Town Justice Court

Statement of Cash Receipts, Cash Disbursements
and Cash Balances

Year Ended December 31, 2020

Independent Auditors' Report

**The Honorable Town Supervisor
and Members of the Town Board
of the Town of Somers, New York**

Report on the Financial Statement

We have audited the accompanying statement of cash receipts, cash disbursements and cash balances of the Town Justice Court of the Town of Somers, New York, as of and for the year ended December 31, 2020, and the related note to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the basis of accounting described in Note 1; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to in the first paragraph presents fairly, in all material respects, the cash receipts, cash disbursements and the cash balances of the Town Justice Court of the Town of Somers, New York as of December 31, 2020 and for the year then ended, in accordance with the basis of accounting as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement was prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Restriction on Use

This report is intended solely for the information and use of the Board of Trustees, the Office of Court Administration and management and is not intended to be and should not be used by anyone other than these specified parties.

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Harrison, New York

February 23, 2021

Town of Somers, New York

Town Justice Court

Statement of Cash Receipts, Cash Disbursements and Cash Balances

Year Ended December 31, 2020

		Fines and Parking	
	Joint Bail	Justice McDermott	Justice Timone
CASH RECEIPTS			
Bail	\$ 2,700	\$ -	\$ -
Fines, fees and other	-	72,798	69,250
Total Cash Receipts	2,700	72,798	69,250
CASH DISBURSEMENTS			
Remittances to Town	12,500	67,195	75,698
Bail refunds and bail applied to fines and forfeitures	1,450	-	-
Total Cash Disbursements	13,950	67,195	75,698
Excess (Deficiency) of Cash Receipts Over Cash Disbursements	(11,250)	5,603	(6,448)
CASH BALANCES			
Beginning of Year	15,320	3,632	9,228
End of Year	\$ 4,070	\$ 9,235	\$ 2,780
CASH BALANCES REPRESENTED BY			
Amounts due to Town	\$ -	\$ 9,235	\$ 2,780
Undisposed cases	4,070	-	-
Cash Balances - December 31, 2020	\$ 4,070	\$ 9,235	\$ 2,780

The accompanying note is an integral part of the financial statement.

Town of Somers, New York

Town Justice Court
Note to Financial Statement
December 31, 2020

Note 1 - Summary of Significant Accounting Policies

A. Basis of Accounting

This financial statement was prepared on the basis of cash receipts and cash disbursements in conformity with the accounting principles prescribed in the New York State Handbook for Town and Village Justices and Court Clerks, which is a comprehensive basis of accounting other than generally accepted accounting principles. Under this basis of accounting, revenues are recognized when cash is received and expenditures are recognized when cash is disbursed.

B. Cash and Equivalents, Investments and Risk Disclosures

Cash and Equivalents - Cash and equivalents consist of funds deposited in demand deposit accounts, time deposit accounts and short-term investments with original maturities of less than three months from the date of acquisition.

The Town Justice Court's deposits and investment policies follow the Town of Somers, New York's ("Town") policies. The Town's investment policies are governed by state statutes. The Town has adopted its own written investment policy which provides for the deposit of funds in FDIC insured commercial banks or trust companies located within the state. The Town is authorized to use demand deposit accounts, time deposit accounts and certificates of deposit.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. The Town has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligations that may be pledged as collateral. Such obligations include, among other instruments, obligations of the United States and its agencies and obligations of the State and its municipal and school district subdivisions.

Investments - Permissible investments include obligations of the U.S. Treasury, U.S. Agencies, repurchase agreements and obligations of New York State or its political subdivisions.

The Town follows the provisions of GASB Statement No. 72, "*Fair Value Measurement and Application*", which defines fair value and establishes a fair value hierarchy organized into three levels based upon the input assumptions used in pricing assets. Level 1 inputs have the highest reliability and are related to assets with unadjusted quoted prices in active markets. Level 2 inputs relate to assets with other than quoted prices in active markets which may include quoted prices for similar assets or liabilities or other inputs which can be corroborated by observable market data. Level 3 inputs are unobservable inputs and are used to the extent that observable inputs do not exist.

Risk Disclosure

Interest Rate Risk - Interest rate risk is the risk that the government will incur losses in fair value caused by changing interest rates. The Town does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from changing interest rates. Generally, the Town does not invest in any long-term investment obligations.

Town of Somers, New York

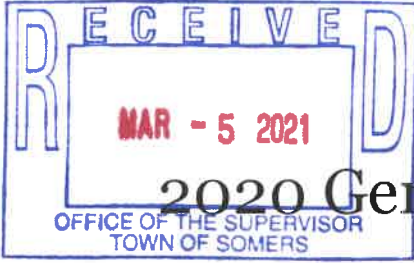
Town Justice Court
Note to Financial Statement (Concluded)
December 31, 2020

Note 1 - Summary of Significant Accounting Policies (Continued)

Custodial Credit Risk - Custodial risk is the risk that in the event of a bank failure, the Town's deposits may not be returned to it. GASB Statement No. 40, "*Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3*", directs that deposits be disclosed as exposed to custodial credit risk if they are not covered by depository insurance and the deposits are either uncollateralized, collateralized by securities held by the pledging financial institution or collateralized by securities held by the pledging financial institution's trust department but not in the Town's name. The Town's aggregate bank balances that were not covered by depository insurance were not exposed to custodial risk at December 31, 2020.

Credit Risk - Credit risk is the risk that an issuer or other counterparty will not fulfill its specific obligation even without the entity's complete failure. The Town does not have a formal credit risk policy other than restrictions to obligations allowable under General Municipal Law of the State of New York.

Concentration of Credit Risk - Concentration of credit risk is the risk attributed to the magnitude of a government's investments in a single issuer. The Town's investment policy limits the amount of deposit at each of its banking institutions.



Sent to:
TB, TA, TC
3/25/21
KO

2020 General Fund Budget Transfer

FROM:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	9060.08	Health Insurance	\$550.00

Total: \$550.00

TO:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	9950.09	Transfer to Capital I	\$550.00

Total: \$550.00

Explanation:

To cover budget shortfalls for 2020.

Signature:

Bob Kehoe, Director of Finance

3/2/2021

Sent to
TB, TA, TC
3/25/21
KD

Kim DeLucia

From: Syrette Dym
Sent: Thursday, March 11, 2021 9:54 AM
To: Rick Morrissey; Tom Garrity; Richard Clinchy; Anthony Ciriaco; Bill Faulkner
Cc: Kim DeLucia
Subject: Syrette Dym's Retirement

All Town Board Members –

As you may have heard by now, I will be retiring from my position as Director of Planning for the Town of Somers as of March 31, 2021. Although it may seem like short notice, I had informed Rick of my intentions in November of 2020. I told John Currie about my plans a day ago and the rest of the Planning Board at last night's meeting.

I wanted to thank you all for the opportunity you have provided to me over the last nine years to serve the Town in a professional capacity. I have found the last nine years to be both professionally and personally fulfilling and have enjoyed working with the Town's diligent and capable staff, committee and board members and interested citizens. I am happy to have been able to complete the Town's Comprehensive Plan Update and work on the completion of the Planned Hamlet, Route 6 development projects, Somers Crossing and DeCicco's, new zoning and planning legislation and other projects, grants and planning initiatives too numerous to mention.

I wish all of you and your families well as we emerge into a post-Covid world and look forward to hearing good news about Somers and all your continuing endeavors to improve the Town while protecting and preserving its unique character.

Sincerely,

Syrette Dym

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
www.somersny.com

Sent to:
TB, TA, TC
3/25/21
KD

OFFICE OF THE SUPERVISOR

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

RICK MORRISSEY
SUPERVISOR



March 4, 2021

Mr. John Papalia
10 Lalli Drive
Katonah, NY 10536

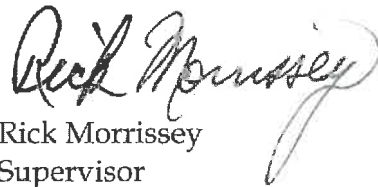
Dear Mr. Papalia,

Your term on the Somers Parks and Recreation Board expires on March 9, 2021. We sincerely appreciate all your service on behalf of the Town of Somers.

If you are interested in being considered for reappointment for a new term extended through March 9, 2024 please notify me at your earliest convenience.

Again, thank you for your continued dedication and for the many contributions you have made to the Town of Somers as a member of the Somers Parks and Recreation Board.

Very truly yours,


Rick Morrissey
Supervisor

RM/kd
C: Town Board

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3/9/21
Spoke with John today. He is interested in continuing as a member of the Parks & Rec Board. 3/9/21 KD

Sent to:
TB, TA, TC 3/26/21
Kim DeLucia KA

From: Westerman, Kevin P <westek3@nationwide.com>
Sent: Friday, March 26, 2021 12:26 PM
To: Rick Morrissey; Kim DeLucia
Subject: Somers Parks and Recreation Board

Supervisor Morrissey,

I request to have my position on the Somers Parks and Recreation Board renewed for a new term. If anything else is needed of me, please do not hesitate to let me know. Thank you very much.

Kevin

Kevin P. Westerman
Managing Trial Attorney
Law Offices of Kevin P. Westerman
565 Taxter Road, Suite 110
Elmsford, New York 10523
Office: 914-409-0163
Mobile: 914-772-7377
Westek3@Nationwide.com

*Employees of Nationwide® Mutual Insurance Company
Not a legal partnership*

Sent to:
TB, TA, TC 3/25/21
KB

Kim DeLucia

From: Tammi Savva
Sent: Thursday, March 11, 2021 3:22 PM
To: Kim DeLucia
Subject: Rich Nash | ARB

Hi Kim,

Rich Nash called and said he received the letter from Rick. He would like to continue to serve on the ARB.

Thank you,
TAMMI SAVVA
SENIOR OFFICE ASSISTANT
OFFICE OF SUPERVISOR RICK MORRISSEY
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
PHONE: 914-277-3637
FAX: 914-276-0082
WWW.SOMERSNY.COM

Sent to:
TB, TA, TC
4/7/21
KD

TEL: 914-277-3323
FAX: 914-277-3960

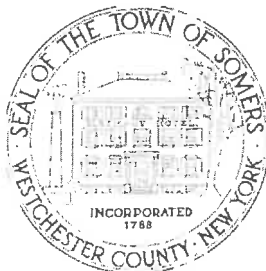
TOWNCLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

PATRICIA KALBA
TOWN CLERK



MEMO

TO: Supervisor
Town Board

FROM: Patricia Kalba, RMC, CMC
Town Clerk

RE: Agreement for Boarding of Impounded Dogs

DATE: April 2, 2021

Attached please find an amended 2021 Agreement with South Salem Animal Hospital for the boarding of impounded dogs from the Town of Somers to be executed by the Supervisor. Please review the attached amendment and place on the next Town Board Agenda.

If there are any questions or concerns please do not hesitate to contact me.

/pk

Agreement with South Salem Animal Hospital

AGREEMENT made this ____ day of April, 2021, by and between the TOWN OF SOMERS, a municipal corporation with principal offices at 335 Route 202, Somers, New York (hereinafter referred to as the Town,) and South Salem Animal Hospital located at 1310 Route 35, South Salem, New York.

WITNESSETH;

WHEREAS, the Town is desirous of obtaining an agreement for the purpose of holding and sheltering of dogs in accordance with the provision of the NEW YORK STATE AGRICULTURE AND MARKET LAW and in accordance with the provisions of Chapter 86 of the Code of the Town of Somers.

WHEREAS, the Town is also desirous of assuring the necessary services for the maintenance of such pound or shelter; and

WHEREAS, the South Salem Animal Hospital is desirous of entering into such an agreement to provide the necessary premises containing such pound or shelter including the necessary services to maintain said pound or shelter;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, it is hereby agreed by and between the Town and South Salem Animal Hospital as follows:

1. The South Salem Animal Hospital shall maintain adequate facilities for sheltering impounded dogs.
2. The services to be provided by the South Salem Animal Hospital are as follows:

- A. To receive stray dogs found in Somers from the Dog Control Officer of the Town of Somers, Police agencies serving the Town of Somers, and anyone authorized by the Dog Control Officer, dogs to be received at reasonable hours.
 - B. To feed, water and otherwise care for all impounded dogs.
 - C. To administer such emergency veterinary care as may be required to preserve the life of the dog or to relieve it from extreme suffering. The cost of such emergency care shall not exceed the sum of \$ \$200.00 without prior telephone authorization from the Town Clerk or the Dog Control Officer.
 - D. To securely confine all impounded dogs at all times to ensure their safety from other animals or from escape.
 - E. The South Salem Animal Hospital will not be liable for the loss of any dog through natural causes.
3. The Town will pay South Animal Hospital, in consideration of the boarding of impounded dogs and the accompanying services, the sum of FORTY DOLLARS (\$40.00) for each twenty-four hours, or part thereof that a stray dog is boarded, upon presentation of a signed claim form.
4. The Town will not be responsible for charges for any dog not brought in by the Dog Control Officer unless said Dog Control Officer is notified by the South Salem Animal Hospital within twenty-four hours.

5. The South Salem Animal Hospital agrees that it will not return any owned dog to the owner without permission from the Town Clerk or the Dog Control Officer.
6. This agreement shall commence on April 1, 2021 and shall terminate on March 30, 2023.
7. Either party may terminate this agreement without cause upon thirty days prior written notice to the other party.
8. Any dog brought in by the Dog Control Officer will receive a Bordetella intranasal vaccine and be charged \$38.00.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first above written.

WITNESS

TOWN OF SOMERS

By: _____
Town Supervisor

WITNESS

SOUTH SALEM ANIMAL HOSPITAL

By: _____
Doctor Hubsher