

OFFICE OF THE SUPERVISOR

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

# Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



**SOMERS TOWN BOARD  
WORK SESSION 7:00PM  
THURSDAY, SEPTEMBER 2, 2021  
[www.somersny.com](http://www.somersny.com)**

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6:00PM – Executive Session

**A. PLEDGE OF ALLEGIANCE:**

**B. PUBLIC HEARING:**

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

**C. TOWN BOARD:**

1. Town of Somers Covid-19 – Update
2. Somers Energy Environment Committee Update – Chairman Don Bleasdale
3. Accept the proposal for engineering support from Woodard & Curran for 2021 dated March 5, 2021.
4. 2021 Fireworks Agreement - Discussion
5. Wireless Facilities Management Proposal - Discussion
6. Double utility Pole Legislation – Discussion

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7. Authorize waiver for a permit fee, estimated to be \$170.00, in conjunction with a Make-A-Wish Foundation request per memo dated August 19, 2021 from Thomas J. Tooma, Building Inspector.
8. Authorize permit fee waivers for owners who were issued a first time Building Permit and Plumbing Permit(s) in conjunction with the Building Permit between March 1, 2019 and September 30, 2020 are candidates for having their Permit(s) renewed at no fee for a period of 12 months with the filing of an appeal to the Zoning Department demonstrating COVID-19 pandemic related hardship per August 30, 2021 memo from Thomas J. Tooma, Building Inspector.
9. Discuss and Approve a 2% Retro Pay Increase for Non-union Employees who did not Receive a Raise in 2021
10. Metro North Railroad Prohibition on Parking - Discussion
11. Adopt-A Road Program for Forest Lane and Eastview Place to Lakeview Drive Renewal Agreement – Discussion
12. Move the November 11, 2021 Regular Meeting to November 18, 2021.

**D. PARKS & RECREATION:** No additional business.

**E. FINANCIAL:**

1. Authorize the adoption of the 2021 Highway paving budget to be funded by the 2021 Paving Bond. Bond Issuance costs will be funded by the General Fund per August 25, 2021 memo from Robert Kehoe, Director of Finance.
2. Authorize 2021 Budget Modifications per email dated August 25, 2021 from Robert Kehoe, Director of Finance.

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

**G. PERSONNEL:**

1. **Current Vacancies:**
  - a. Affordable Housing Board (1- 2-year terms ending 7/11/2023.)
  - b. Partners in Prevention (2- 3-year terms ending 12/31/2022.)
  - c. Partners in Prevention (3- 3-year terms ending 12/31/2023.)

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

- a. Assessment Board of Review (1- 5-year term ending 9/30/2021.)
3. Acknowledge the retirement of Police Officer Thomas J. Dunne from the Somers Police Department effective August 31, 2021. Officer Dunne has been with the Somers Police Department for twenty (20) years.
4. Request permission to increase the hourly rate of Kathie Mollaghan, Part-time Intermediate Clerk, from \$18.26 to \$20.26 per memo dated August 5, 2021 from Steve Ralston, Superintendent of Parks & Recreation effective September 3, 2021.
5. Request permission to transfer Ms. Jeanine Garrity from the Nutrition Department to the Finance Department as a Part-time Senior Account Clerk at an hourly rate of \$25.00 per memo dated August 25, 2021 from Robert Kehoe, Director of Finance effective July 19, 2021.

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

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

**J. PROPOSED CONSENSUS AGENDA:**

1. Accept the following Bond per August 10, 2021 and August 26, 2021 memos from Steven Woelfle, Principal Engineering Technician:
  - a. \$13,327.00 Erosion Control Bond – Cobbling Rock Estates Subdivision, TM: 37.19-1-1
  - b. \$200.00 Erosion Control Bond – Anglebrook Golf Club Site Plan, TM: 27.07-1-1.1
2. Authorize the return of the following Bond per August 27, 2021 memos from Steven Woelfle, Principal Engineering Technician.
  - a. \$200.00 Return of Erosion Control Bond – Lopane Tree Preservation and Erosion and Sediment Control Permit  
TM: 38.05-2-4 & 5
  - b. \$100.00 Release of Erosion Control Bond – Fleury Wetland Permit  
#AW2010-13 - TM: 16.05-332

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c. \$500.00      Return of Erosion Control Bond – North Country Homes,  
Inc. Tree Preservation and Stormwater Management and  
Erosion and Sediment Control Permit  
TM: 16.14-1-15

3. In an effort to retain talented and professional staff and based on current salary surveys for the Receiver of Taxes and Senior Nutrition Director of neighboring municipalities, the Town Board approved the following salary adjustments effective August 1, 2021:
- a. Receiver of Taxes – annual salary adjusted to \$85,000.00.
  - b. Senior Nutrition Director - annual salary adjusted to \$95,000.00.

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**2021 Calendar**

September 2, 2021	7:00pm	Town Board Work Session
September 9, 2021	7:00pm	Town Board Regular Meeting
		<b>Public Hearing:</b>
		Proposed local law to rescind
		Chapter A172 entitled Amawalk
		Heights Water District of the Code
		of the Town of Somers and enact a
		new Chapter A172 entitles Somers
		Consolidated Water District No. 1.
October 7, 2021	7:00pm	Town Board Work Session
October 14, 2021	7:00pm	Town Board Regular Meeting
November 4, 2021	7:00pm	Town Board Work Session
November 18, 2021	7:00pm	Town Board Regular Meeting

Sent to:  
TB,TA,TC  
8/17/2021  
KD

**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

Woodard & Curran Engineering and  
Geological Services P.A. P.C.  
800 Westchester Avenue | Suite N507  
Rye Brook, New York 10573  
www.woodardcurran.com

T 800.807.4080  
T 914.448.2266  
F 914.448.0147



Via Electronic Mail

March 5, 2021

Supervisor Rick Morrissey  
Town of Somers  
Town Hall 335 Rt. 202  
Somers, NY 10589

Re: 2021 Annual Proposal to provide Professional Services to the Town of Somers, NY

Dear Supervisor Morrissey and Town Board:

Woodard & Curran is pleased that our contract with the Town of Somers to provide professional services has been renewed and we look forward to the opportunity to continue to support the Town with this work. Below is a brief scope of work for this calendar year.

**Scope of Work:**


In 2021, Woodard & Curran will continue to provide the scope of services described in the attached Task Orders 1, 2, and 3.

These services will be billed in accordance with the terms and conditions set forth in the Master Services Agreement between Woodard & Curran and the Town of Somers that went into effect on March 11, 2009. Attached please find the updated 2021 Rate Table for our agreement. Please note that we have adjusted some staff labor categories for 2021; however, the rates for the Town of Somers remain at a discount to our Standard Rate Table. As in the past, these rates are primarily for our escrow and on-call services, and any work for Town projects will be a negotiated lump sum fee.

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

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

  
Joseph C. Barbagallo, PE, BCEE  
Principal

Approved by:

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Town of Somers

**COMMITMENT & INTEGRITY  
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**TOWN OF SOMERS**

**2021 RATE SCHEDULE**

This fee schedule describes the basis for compensation for all services requested by the Town of Somers, all rates apply to services rendered in calendar year 2021. Hourly rates for services in subsequent years will be adjusted annually.

Hourly Rates: Labor will be billed in accordance with the following schedule:

<u>Labor Category</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
	<u>Rates</u>	<u>Rates</u>	<u>Rates</u>
Administrative Assistant	\$75	\$75	\$75
Project Assistant	\$98	\$90	\$90
Inspector/Technician 2	\$104	\$115	\$115
Resident Project Representative	\$135	\$140	\$140
CADD Designer	\$135	\$130	\$125
Engineer/Scientist/Geologist 1	\$135	\$120	\$120
Engineer/Scientist/Geologist 2	\$147	\$140	\$140
Engineer/Scientist/Geologist 3	\$157	\$155	\$150
Project Engineer/Scientist/Geologist	\$167	\$165	\$160
Project Engineer/Scientist/Geologist 2	\$180	\$180	\$175
Project Manager/Sr. Project Manager	\$215	\$210	\$200
Director of Practice	\$220	\$235	\$235

**Other Direct Costs:** All expenses incurred by Consultant during course of performing the Scope of Services from outside providers will be invoiced at cost plus 10 percent to cover administrative expenses, unless otherwise agreed upon. Direct costs associated with the Scope of Services may include, but are not necessarily limited to: shipping, printing, supplies, equipment, travel expenses, insurances, licenses, permits, laboratory fees, or subcontractors.

Other direct costs are billed as follows:

- Transportation \$0.56/mile for automobiles

## **Task Order 1**

### **Escrow Based Town Engineering Services**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran provide Town Engineering Services to the Town Board, Planning Board and Zoning Board of Appeals to assist in the review of applications under consideration by the respective Board. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/09.

The services included in this Task Order are escrow-based and will be initiated in accordance with a fixed initial review cost structure for the various application types. The fixed initial review cost structure will establish an initial budget to cover the engineering review fees associated with the initial review, preparation of the initial review memo, and attendance to the Planning Board meeting. Following the submission of the initial review memo, Woodard & Curran will provide the Town with an estimate of additional fees (if any) required through preparation of the Resolution. Woodard & Curran will reach out to the Town if the project requires further review than anticipated and will provide additional estimates for review of any post-approval submissions. All Woodard & Curran escrow-based fees will be billed in accordance with our existing rate structure with the Town at the time of service on a time and materials basis. The fixed initial review cost structure will be used by the Town Planning Department to establish and collect escrow fees that will serve as the basis for payment to Woodard & Curran. The Town will be billed monthly for these escrow services.

#### **SCOPE OF SERVICES**

The scope of services will include providing technical review of applications submitted to one of the various Boards in the Town for conformance with the Town Codes, State and Federal Regulations and good engineering practice. The Boards to be supported are described below.

##### **Phase 1 - General Support to the Planning Board**

The majority of the escrow-based Town Engineering Services will originate from applications to the Planning Board. The types of applications that are reviewed by the Planning Board include Site Plans and Land Subdivisions.

The services that will be provided in support of Planning Board applications include:

- Initial meetings and/or site walks with the Town Planner and Principal Engineering Technician (Civil) to gather background information on the application from Town Planner and Principal Engineering Technician (Civil) and generally discuss the application and anticipated technical issues for more detailed review.
- Upon receipt of the electronic applications, Woodard & Curran will complete a review of the project for compliance with applicable local, state and federal regulations.
- Upon completion of the project review, Woodard & Curran will prepare and provide to the Town Planner and Planning Board a memorandum that details the findings of the project review. The



memorandum will seek to define the issues with the application that need to be addressed such that the applicant and their consultants have a specific roadmap of the engineering issues associated with the project. The memorandum will be provided to the Town Planner and Planning Board by 12:00 pm on the Friday preceding the Wednesday evening Planning Board Meetings.

- Project review will also include the review of resolutions prepared by the Town Planner to ensure that appropriate engineering conditions of the approval are included. Resolutions will be reviewed with comments provided directly to the Town Planner prior to the Planning Board meeting.
- Woodard & Curran principals, Joseph C. Barbagallo or Steven Robbins, will attend all Planning Board meetings to present the findings of the project review, and to provide consultation and input to the Planning Board on the application.
- This process will dictate the approach to application review from initial application to final approval.

In addition to the application for site development to the Planning Board, there will be instances where the Planning Board is reviewing specific permits (wetland and watercourses, steep slopes, tree preservation, and stormwater management and erosion control). In these instances, the fees for services would be included under escrow as outlined below.

### **Phase 2 - Planning Board Environmental Permits**

Projects determined, based on the Environmental Determination completed by the Principal Engineering Technician (Civil), to require review and approval by the Planning Board, will require additional services to those identified for Administrative Permits (Task Order 3). The additional level of effort depends on the application type and proposed activity and will include review of the applications with the Principal Engineering Technician (Civil) and attendance at Planning Board meetings to provide input to the Planning Board on the application. As the level of effort will be wholly specific to the proposed activity and anticipated level of review/input required, an escrow account will be established through consultation with the Principal Engineering Technician (Civil) upon completion of the Environmental Determination (ED) (refer to Task Order 3 for ED Process). The escrow fee will be communicated to the applicant, and collected, prior to review by the Planning Board. Woodard & Curran will work closely with the Principal Engineering Technician (Civil) and department administrative personnel to ensure a well-structured process is employed.

### **Phase 3 - General Support to the Town Board**

On occasion, we anticipate that the Town Board may require engineering support during the review of a Special Use Permit application zoning change or other matter. Special Use Permits will be similarly reviewed for compliance with Town, State and Federal regulations, with memorandum of comments and issues provided directly to the Town Board with copies distributed to the parties identified by the Town Board.

The fee structure for the Escrow services to the Town Board will be determined based on the type of application and the specifics of the application. Upon an initial review of the application, Woodard & Curran will coordinate with the Town Attorney and Town Board to provide a specific budget estimate that will serve as the basis for the Escrow account with the applicant. In the event the application will also require a referral and approval from the Planning Board or Zoning Board, the budget estimate provided will incorporate the Escrow fees associated with referral Board review. The budget estimates will not be

exceeded without prior notification to the Town and applicant with appropriate justification that facilitates the need for the budget increase.

#### **Phase 4 – General Support to the Zoning Board of Appeals**

In general, we do not anticipate that Woodard & Curran would provide direct input on applications to the Zoning Board that are not referrals from either the Town Board or Planning Board. As a result, the escrow fees would be established for the originating Board to include review by all required Boards; and not on a Board by Board basis. In the event there is an individual application that originates at the Zoning Board that requires engineering input, Woodard & Curran will have a discussion with the Zoning Board chair to determine the extent of the required input and level of the escrow account.

#### **Phase 5 – Oversight During Construction**

Once projects are approved by the Town and a building permit issued for construction, on-site inspections during construction are required to confirm that the projects are being completed in conformance with Town code and the approved site plan, permit, or subdivision. The construction inspection will be completed using a combination of resources from the Principal Engineering Technician (Civil) and Woodard & Curran. The level of effort required by Woodard & Curran will vary dependent upon the application and specific features of the site.

The inspections that will be required will be established as part of the Planning Board review process. Based on the required inspections, the level of effort for Woodard & Curran during construction will be determined through consultation with the Principal Engineering Technician (Civil). This level of effort will be estimated, and an Escrow amount identified. This Escrow amount will be compared to the standard construction inspection fee of 5% of the estimated construction cost to ensure adequate funds.

#### **FEE STRUCTURE**

The fee structure for the Escrow Based Town Engineering Services has been established based on our experience with application reviews in Somers. These fees will be reviewed on a bi-annual basis based on actual level of effort. In the event an adjustment (increase or decrease) is warranted, Woodard & Curran will provide the Town Board with an amended Fee Structure for review and approval. The request for an amendment to the Fee Structure will include the appropriate backup information to demonstrate the rationale for the amendment.

The fixed initial review fee structure for Escrow Based Town Engineering Services to the Planning Board is included below. These fixed initial review fees will not be exceeded without submission of additional fee estimates to the Town, and prior authorization from the Town. Remaining Escrow balances not being billed would be returned to the applicant at the Town's discretion.

##### Subdivision

- Preliminary Subdivision Approval - \$5,000
- Final Subdivision Approval - \$5,000

##### Site Plan

- Site Plan Approval
  - Less than 1 Acre - \$2,000
  - More than 1 Acre - \$4,000

#### Special Use

- Special Use Permit Approval – Wireless Telecommunications Facility
  - Original/New - \$1,500
  - Amended - \$1,000
  - Renewal - \$800
- All Others - \$1,500

#### Environmental

- Special Exception Use Permit – Groundwater Protection Overlay District - \$1,000
- Tree Removal Permit - \$50
- Wetland and Watercourse Permit - \$750
- Steep Slopes Permit - \$300
- Stormwater Management and Erosion and Sediment Control - \$1,000

#### Zoning Changes

- Budget to be established on a project by project basis, for approval by the Town Board.

#### Other Matters

- Budget to be established on a project by project basis, for approval by the Town Board.

Example: For a project with more than 1 acre of disturbance that requires site plan review, has wetland disturbance, steep slope disturbance, and requires a SWPPP, the initial fee would be **\$6,050**.

#### ***Construction Oversight***

This Escrow Fee for construction inspections and oversight will be established as part of the project approval for review and approval of the approving Board. This amount will not be exceeded without prior notification to the applicant. Any increases in Escrow fees during construction would be a result of changed conditions, and subject to subsequent approval by the approving Board.

#### **AUTHORIZATION**

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

#### **Submitted by:**



Joseph C. Barbagallo, P.E., BCEE  
Sr. Vice President  
Woodard & Curran

#### **Authorization to Proceed:**

Rick Morrissey  
Supervisor  
Town of Somers

## **Task Order 2**

### **Non-Escrow Based Town Engineering Support**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran prepare a Task Order to include the services required to support the general operations of the Town. These services will be Non-Escrow based, and paid directly by the Town to Woodard & Curran. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/2009.

The activities have been identified based on the functions of the engineering department to include:

- Respond to drainage complaints by meeting with the public and Highway Department personnel to resolve the complaint.
- Provide engineering consulting services to the Town Board, Planning Board, Zoning Board of Appeals (for other than pending applications); and other Town Departments such as Parks, Library, Highway Department, Water and Sewer Department.
- Meet with the public upon request.

In addition, based on discussions with the Town Planner, there may be other Non-Escrow based needs, including:

- Assistance with improving the process for SPDES MS4 compliance monitoring and reporting;
- Assistance with engineering matter that is associated with ongoing Town-initiated projects.

#### **SCOPE OF SERVICES AND FEE**

The scope of services associated with Non-Escrow Based Engineering Support will be focused on providing engineering input and guidance to ensure compliance with local, State and Federal regulations as well as sound engineering judgment and practice. The fee for these services will be billed on a time and materials basis in accordance with the standard rates schedule.

As the total amount of the Fee for these services is difficult to estimate because they are provided on an as-needed basis, we are proposing that the Town Board establish a line-item allocation for these activities. For the purposes of this Task Order we suggest an initial allocation of \$20,000.

Woodard & Curran will provide these Non-Escrow based services only after specific notification to and approval of the Town Supervisor and a specific level of effort and budget. Upon completion of the activity, Woodard & Curran will provide detailed documentation of the specific activity completed.

**AUTHORIZATION**

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

**Submitted by:****Authorization to Proceed:**

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Joseph C. Barbagallo, P.E., BCEE  
Sr. Vice President  
Woodard & Curran

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Rick Morrissey  
Supervisor  
Town of Somers

### **Task Order 3**

#### **Fee Based Town Engineering Services**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran provide Town Engineering Services in support of the issuance of environmental permits, and response to environmental violations. The support would be provided to the existing Principal Engineering Technician (Civil), and will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/09.

The services included in this Task Order are Fee based and will be completed in accordance with a fixed cost structure for the various permit types. The fixed cost structure will establish the Woodard & Curran fee to assist with the review of each permit type. This fee was determined in accordance with our existing rate structure with the Town on a time and materials basis.

#### **SCOPE OF SERVICES AND FEE STRUCTURE**

The scope of services is organized into two categories: Permit Review and Approval, and Assistance with Violations. The specific activities that will be completed as part of each activity are provided below.

##### **Phase 1 - Permit Review and Approval**

The Town of Somers issues several environmental permits, including: Stormwater Management and Erosion Control; Tree Preservation; Wetland and Watercourse Protection; and Steep Slope Protection. The permits that are required for a specific project or building permit application are identified based on an Environmental Determination completed by the Town Engineering Department. The permits are then issued, depending upon the extent of the activity, administratively (based on a review of the engineering department), or after review and approval of the activity by the Planning Board.

Based on discussions with the Town Planner, we anticipate that the Environmental Determination will be prepared and completed by the Principal Engineering Technician (Civil), with little or no routine input from Woodard & Curran. The services that will be provided in support of Permit Issuance at the Administrative and Planning Board level are as follows:

*Administrative Permits* — Projects determined to be administrative will be reviewed in detail by the Principal Engineering Technician (Civil). Where requested by the Principal Engineering Technician, Woodard & Curran will meet with the Principal Engineering Technician (Civil) to review the project and findings after or as part of a brief site visit. Based on this review meeting, the Principal Engineering Technician (Civil) will issue any follow-up memoranda to the applicant and prepare the final permit documentation that is required.

Woodard & Curran has established a set Fee associated with the review and approval of Administrative Permits. The Fee is based on the assumption that on balance the administrative permit review process would be completed within an average 30 minute period per application, for a fee of \$150 per Application. This Fee will be billed on a time and materials basis in accordance with our approved rate table. The Fee for administrative permit review and approval will be reviewed and adjusted annually to account for the actual time spent. The Fee applies as follows:

<b><i>Administrative Permit</i></b>	<b><i>2021 Fee</i></b>
Environmental Determination	No Fee
Tree Preservation	No Fee
Stormwater Management and Erosion Control	\$150
Wetland and Watercourse Protection	\$150
Steep Slope Protection	\$150

***Planning Board Permits*** - Project determined, based on the Environmental Determination completed by the Principal Engineering Technician (Civil), to require review and approval by the Planning Board will require additional services to those identified for Administrative Permits. An escrow account will be established through the Planning Board to cover the engineering costs associated with these services. Applications for Environmental Permits determined to require Planning Board approval will be identified by the Principal Engineering Technician (Civil) at the Environmental Determination stage, and an escrow fee established to provide the necessary review with the Planning Board. These services will be included in Task Order 1 Escrow Based Town Engineering Services.

## **Phase 2 - Assistance with Violations**

Based on a review of the duties and functions of the Town Engineer, it may also be necessary for Woodard & Curran to support the Principal Engineering Technician (Civil) in response to complaints from Town residents regarding violations of Town codes. The process for responding to resident complaints is as follows:

1. Complaint received and documented by the Principal Engineering Technician (Civil).
2. Principal Engineering Technician (Civil) to conduct a site visit to determine whether there is a condition that is a violation of Town Code. The Principal Engineering Technician (Civil) will photo-document the condition and will prepare a report/memorandum summarizing the complaint, response, and findings.
3. In the event of a confirmed violation, the Principal Engineering Technician (Civil) will notify Woodard & Curran of the occurrence and provide appropriate documentation.
4. If required, Woodard & Curran principal engineer will visit the site to understand the condition and supplement (if necessary) the documentation prepared by the Principal Engineering Technician (Civil).
5. If required, Woodard & Curran will meet with the Principal Engineering Technician (Civil) to determine a course of action to address the condition. Based on this meeting, the Principal Engineering Technician (Civil) will prepare paperwork associated with the violation.

6. The Principal Engineering Technician (Civil) will monitor the remediation of the condition that resulted in the violation, and Woodard & Curran will provide support to the Principal Engineering Technician (Civil) during this process until restoration is complete.

The Fee for these services will be billed on a time and material basis in accordance with our approved rate schedule. The Woodard & Curran Fee will not exceed restitution from the violating party. The restitution includes the doubling of the application fee for any resulting Environmental Permit required to rectify the violation and fines established through legal proceedings. The Fee will not exceed restitution amounts without prior approval and authorization from the Town Supervisor.

#### **AUTHORIZATION**

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

**Submitted by:**

**Authorization to Proceed:**

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Joseph C. Barbagallo, P.E., BCEE  
Sr. Vice President  
Woodard & Curran

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Rick Morrissey Supervisor  
Town of Somers



Sent to:  
TB, TA, TC  
9/1/2021  
KN

THIS AGREEMENT is made on this **30 day of September, 2021**, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; **Town of Somers NY** hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

- 1 The Party of the First Part agrees to furnish to the Party of the Second Part **Reis Park Grounds on September 18, 2021** in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
- 2 The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all Necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
- 3 ***See page #2***
- 4 The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of **FIVE MILLION DOLLARS** for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
- 5 The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
- 6 The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
- 7 The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC. as the primary contractor for the said display.
- 8 ***See page #2***
- 9 Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope before of immediately following the discharging of the display.
- 10 Total contract amount **\$10,000.00** United State dollar **(excluding permit fees)**

WITNESS:

\_\_\_\_\_

WITNESS

\_\_\_\_\_

GARDEN STATE FIREWORKS, INC.

BY \_\_\_\_\_

**Town of Somers NY**

BY \_\_\_\_\_

**GARDEN STATE FIREWORKS CONTRACT WITH THE TOWN OF SOMERS, NY**  
**PAGE #2**

3. The party of the First Part and the party of the Second part agree to a cancellation of the said display in the event of inclement weather. Postponements may be scheduled only within the period terminating **January 1, 2022** after the original scheduled date of the display, thereafter the display will be considered to be cancelled.
8. The Party of the First Part will submit a completed voucher to the Town of Somers in September 2021. Payment will be made for the fireworks in September abstract of the Town of Somers after the fireworks exhibition.

\_\_\_\_\_  
TOWN OF SOMERS NY

\_\_\_\_\_  
GARDEN STATE FIREWORKS.

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

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

Sent to:  
TB, TA, TC  
8/12/2021  
KD



May 4, 2021

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

***RE: Proposal for Legal Services Pertaining to Wireless Facilities Management***

Dear Mr. Morrissey:

We appreciate being contacted by Roland Baroni regarding wireless facilities regulation by the Town of Somers. As you know, advances in wireless technology have led to greater broadband capacity and more internet applications for smart phones, digital tablets, and in the future, autonomous vehicles. Meanwhile, the demand for broadband services continues to skyrocket. Wireless data traffic is expected to increase six-fold over a six-year time period.<sup>1</sup> The wireless industry has responded with new facilities to boost broadband capacity. A critical aspect of these facilities, known as distributed antenna systems ("DAS") or "small cells", is that they all are located in the public rights-of-way.

**Background**

DAS systems deploy a network of poles, antennae, fiber, and other equipment. A DAS system may include 5-foot high antennas, control boxes and other equipment on existing utility poles. It also may include new fiberglass poles that are 25 to 120 feet in height. The number of DAS networks is expected to grow dramatically within the next several years. According to S&P Global Market Intelligence, there are an estimated 150,000 DAS facilities today. That number is expected to increase to 800,000 by the end of 2026.

This new infrastructure improves wireless broadband capacity for residents and businesses, but it also creates challenges for local governments. It places a physical burden on the public rights-of-way, which municipalities have the responsibility of maintaining as a public trust. It also can create an adverse aesthetic impact on residential neighborhoods. Finally, it adds new costs for municipalities as they respond to the installation requests of wireless providers, perform permitting, inspect the new equipment, and monitor this new activity within a narrow ribbon of real estate, the public rights-of-way, which is already occupied by many utilities and other companies.

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<sup>1</sup> According to Ericsson, mobile data traffic in North America was 1.8 exabytes per month in 2016. By 2022, it is expected to increase to 10.8 exabytes per month. An exabyte is the equivalent of 1 billion gigabytes.

Many local governments currently have no wireless facilities ordinance at all or have not revised their old cell tower ordinance for many years. These local laws typically address only traditional towers outside the rights-of-way and include many requirements that are not applicable to new wireless facilities in the rights-of-way. As such, **these municipalities are not prepared for the upcoming wave of new wireless facilities.**

There have also been major changes in the law in the last decade, including the Federal Communication Commission's ("FCC's") Shot Clock Rule of 2009 and the FCC's 2014 Wireless Infrastructure Report and Order. The most consequential new regulations, however, are contained in the FCC's most recent Third Report and Order of 2018.

Wireless contractors demand "speed to market" and municipalities must be prepared to respond quickly to these demands. It is critical, therefore, that local governments take a proactive approach and design a regulatory structure that enables them to respond to wireless providers quickly, fairly and in a manner that protects their neighborhoods. In addition, it will allow these municipalities to strike a balance between the need for wireless broadband and the equally important desire to preserve the character of their communities.

Our law firm is well equipped to assist the Town of Somers in revising its draft wireless facilities local law and drafting design guidelines to address these new technologies and new regulations. We are uniquely qualified to assist the Town in this effort. For over 23 years, we have specialized exclusively in representing municipalities in cable, wireless, and broadband matters. This is all that we do as a law firm. Collectively, our attorneys have represented over 500 municipalities in six states in these areas of the law. In the last 10 years, we have assisted over 200 local governments, including several in Westchester County, in drafting or amending their wireless facilities ordinances.

### **Benefits of Wireless Facilities Regulation**

There are significant benefits available to the Town in assisting in drafting a new wireless facilities local law and design guidelines. The benefits available to the Town depend on its specific needs and its current zoning processes. The following is a list of some of these benefits, along with a brief description of each.

**1. Application to New Technologies.** The new wireless facilities local law will apply to new wireless technologies, including new towers and antennae as part of a distributed antenna system (DAS) and small cells. This includes defining new terms pertaining to applicability of the local law, developing new regulations to manage these new technologies, and establishing approval processes for these facilities.

**2. Requirements for Wireless Facilities in the Rights-of-Way.** The new regulatory framework will include requirements for wireless facilities in the public rights-of-way. These may include, but are not limited to, application approval requirements, zones or specific streets/roads in which such facilities are permitted, height limitation for poles,

maximum usable space on poles, rules for collocation of antennae, and approval processes for increasing the height or configuration of poles.

**3. Requirements for Wireless Facilities Outside the Rights-of-Way.** The wireless facilities local law should include revised requirements for wireless facilities and equipment located outside the public rights-of-way. These may include, but are not limited to, measures for mitigation of visual impact, setback requirements, height limits, safety requirements, and criteria for accessory facilities, such as an equipment building and fiber from the wireless facility to its hub site.

**4. Design Guidelines.** We recommend that the Town establish aesthetic standards for wireless facilities in the public rights-of-way. If such standards are not in place when an application is received, there would be no legal support for imposing aesthetic requirements on a proposed site. This also would limit a municipality's authority to deny applications for facilities that are aesthetically obtrusive. Aesthetic requirements include, but are not limited to, the design and types of antennas, the design of support structures, the design and placement of accessory equipment required at the site, and "stealth" requirements.

**5. Fees.** For wireless facilities that are located on Town property or in the public rights-of-way, there are fee opportunities available. Facilities located on Town property are subject to negotiated lease payments by wireless carriers. Facilities located in the public rights-of-way can be subject to application fees and recurring right-of-way fees in accordance with the FCC's "presumptively reasonable" fee ceilings or higher fees based on the Town's actual costs in managing these facilities.

**6. "New Generation" Facilities.** A wireless local law should address antennas that have been added onto towers and poles, known as "new generation" facilities. As the demand for broadband continues to grow, wireless carriers not only seek approval for new structures, but add "load" to existing structures. The additional load can create safety hazards. The Town may also wish to encourage "collocation" of wireless facilities to avoid the installation of new towers. A well-crafted local law can strike a balance between these two priorities.

**7. Incorporation of Regulatory Changes.** The basis for most local wireless local laws on the books today is the federal Telecommunications Act of 1996, which is 25 years old. There have been significant regulatory changes since that time, including the FCC's most recent Third Report and Order of 2018. A comprehensive wireless local law must incorporate the key changes from these new regulations.

**8. Legal Protections.** It is critical to include legal protections for the municipality in the event of liability resulting from wireless facility accidents. Among other protections, these include, but are not limited to, comprehensive indemnification of the municipality, strong insurance coverage requirements, and construction and/or performance bonds.

**9. Enforcement Tools.** Enforcement mechanisms are necessary in the event that a provider fails to comply with the requirements in the new or revised wireless facilities local law.

Rick Morrissey  
Town of Somers  
May 4, 2021

Such enforcement mechanisms must be strong enough to ensure compliance, as well as be practical in their application.

### **Scope of Services**

The following is the scope of services that we would propose if the Town engages our firm to assist in completing a new wireless facilities local law and design guidelines.

#### **A. Project Launch Conference Call and Local Law Review**

The first step of the project will be for our firm to ascertain the Town's regulatory posture with respect to wireless facilities. We will review the Town's current local, district classifications, zoning map, and approval processes (e.g. administrative approvals, conditional uses, and special exceptions). We will also review its current draft local law. We will then arrange a conference call with Town officials to provide our legal assessment, listen to the Town's needs and concerns, decide on priorities for wireless regulation, and make specific recommendations regarding its current draft local law.

#### **B. Preparation of Wireless Facilities Local law and Design Guidelines**

We will then revise the Town's draft wireless local law and prepare design guidelines for the Town. The local law will be specifically written to amend the Town's existing Zoning Code so that any outdated local law provisions are removed and replaced by updated sections. It will address the newest wireless technologies, incorporate recent regulatory changes, add a fee schedule, and be crafted to preserve the character of the Town's neighborhoods. It will include any provisions from the Town's current local law that are worth retaining and will incorporate the Town's priorities regarding siting of wireless facilities and approval processes.

#### **C. Refinement and Finalization of Local law and Design Guidelines**

After our proposed revisions to the local law and design guidelines have been reviewed, there will likely be one or two follow-up calls with Town officials to provide comments and answer questions. We will incorporate the Town's comments into the final local law and design guidelines as appropriate. The distribution of the final documents will complete the scope of services for the project. It is anticipated that the Town Attorney will: 1) incorporate the law into the current Code; 2) remove or amend outdated or inconsistent local laws in light of the new law; and 3) advertise the new local law for Town Board consideration.

#### **D. Consulting Services**

In addition to completing a wireless facilities local law and design guidelines as outlined above, our firm will be available to assist the Town with any other issues relating to wireless facilities as they arise. This may include, but is not limited to, reviewing and/or negotiating required agreements and applications, reviewing and making recommendations to the Town regarding its treatment of any wireless facilities applications, or responding to communications

Rick Morrissey  
Town of Somers  
May 4, 2021

from wireless providers. This aspect of the engagement will be performed on an as-needed basis as determined by the Town and is not included in the fee estimate below.

### **Cost of Services**

The following represents the cost of services if engaged by the Town of Somers to revise the new or amended wireless facilities local law and draft design guidelines. This project will be performed on an hourly basis at the blended rate of \$350 per hour. It is difficult to predict the exact amount of time necessary to complete the project. Much depends on the Town's specific needs. That being said, based on our experience in performing this project for other local governments, we estimate that the number of hours of legal work and fee to complete this task is as follows:

### **Fee Estimate for Local Law and Design Guidelines: 16 hours or \$5,600**

Please note that this estimate does not include expenses, such as copying and postage charges, which are kept to a minimum. They also do not include any unforeseeable developments or extraordinary requests outside the scope of services in this proposal. If such developments arise or the Town requests services not contemplated in the scope of services in this proposal, CLG will charge an hourly rate of \$350 per hour. While we do not anticipate that travel will be necessary for this project, we bill travel time at \$175 per hour. As noted above, any additional consulting work will be performed at the same hourly rate of \$350 per hour. We bill on a monthly basis and ask that our invoices be paid within 30 days of receipt.

Thank you for the opportunity to submit this proposal to assist the Town of Somers in wireless facilities management. If the terms of this engagement are acceptable, please have the appropriate person sign this letter and send a copy back to me. Thank you for your consideration.

Sincerely yours,

Joel S. Winston

Accepted on Behalf of the Town of Somers:

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

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

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

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

Sent to:  
TB ITC  
8/27/2021  
KS

**LOCAL LAW NO. \_\_\_\_ OF 2021**

**TOWN BOARD**

**TOWN OF SOMERS**

**PROPOSED LOCAL LAW CREATING**

**CHAPTER 111, ARTICLE IV**

**OF THE TOWN OF SOMERS**

**A LOCAL LAW to create  
Chapter 111, Article IV of  
The Code of the Town of  
Somers concerning  
Double Utility Poles**

LOCAL LAW NO. \_\_\_\_ OF 2021 TOWN BOARD TOWN OF SOMERS PROPOSED LOCAL LAW CREATING CHAPTER 111, ARTICLE IV OF THE CODE OF THE TOWN OF SOMERS A LOCAL LAW to create Chapter 111, Article IV of the Code of the Town of Somers concerning Double Utility Poles. BE IT ENACTED, by the Town Board of the Town of Somers, as follows: Section 1. Chapter 111, Article IV entitled "Double Utility Poles," Section 111-30 of the Code of the Town of Somers is hereby added as follows: § 111-30 Findings, purpose and applicability. A. The Town Board hereby finds that Double Utility Pole Conditions, as defined herein, are a problem throughout the Town of Somers. The Town Board finds that the incomplete transfer of utilities and failure to remove old utility poles pose safety and aesthetic concerns for the Town and its residents. Double Utility Pole Conditions clutter and obscure visibility on sidewalks and roadways. They are also unnecessary eyesores on Town streets, obstructions for pedestrians and detriments to local aesthetics. B. The Town Board also finds that public safety can be compromised when utility lines and equipment remain affixed to utility poles that weathered or otherwise are damaged. The Town Board finds further that there is often an unreasonable delay of months to years before responsible utility providers relocate their equipment and remove weathered or damaged utility poles. C. Town Board finds and determines that local governments have the authority to regulate their highways, streets, roads and rights-of-way to protect the public. D. The Town Board finds and determines that the interest of the public is best served by cooperation and communication between public utilities and the Town. E. Therefore, the purpose of this Article is to require utilities that use the Town of Somers highways, streets, roads and rights-of-way to promptly remove their plants, cables, 1820/06/602140v3 9/20/19 - 2- lines, equipment and terminals from old and damaged poles and to further require the prompt removal of double poles once all plants, cables, lines, equipment and terminals



have been removed from said poles. §111-31 Definitions. DANGEROUS/DAMAGED POLE Any utility pole or any portion thereof that is structurally compromised due to weather, a traffic incident, and/or age and poses a potential threat to public safety. DOUBLE UTILITY POLE CONDITION Any utility pole which is placed in close proximity to another utility pole. PLANT The transformers, terminals, conductors, utility boxes, wires, cables, lights, antennas and any other fixtures used for the transmission of utilities and attached or affixed to a utility pole. PUBLIC UTILITY Any corporation, authority, or other entity that provides electric, telephone, cable television, or other service, including telecommunications service, to the residents of the Town of Somers.

§ ----- Street opening permit required. No person, firm or corporation shall place or erect any pole for any purpose on any Town highway, street, road or right-of-way, or change the location of any existing pole on any Town highway, street, road or right-of-way, without first having obtained a street opening permit from the Superintendent of Highway. Application for a permit under this section shall be made upon a form to be provided by the Superintendent of Highway and upon payment of a permit fee to be set by resolution of the Town Board.

§111-33 Removal of dangerous/damaged utility poles. A. When the Superintendent of Highway, or his or her designee, determines that a utility pole on a Town highway, street, road or right-of-way is damaged or otherwise poses a potential threat to public safety, the Superintendent of Highway shall provide written notice to the pole owner and any public utility with a Plant on the damaged pole that the pole must be repaired, replaced or removed within 15 days or such shorter reasonable time period as may be necessary to protect the public safety. B. It shall be the joint and several obligation of the pole owner and any other public utility maintaining a Plant on the dangerous/damaged utility to repair, replace or remove the dangerous/damaged pole within 15 days or such other reasonable period designated by the Superintendent of Highway.

1820/06/602140v3 9/20/19 -3- §111-34 Double Utility Pole Conditions Prohibited. A. When a public utility installs a utility pole which is directly next to or in close proximity to another utility pole on a Town highway, street, road or right-of-way, the public utility shall, within 30 days of installation of the new pole, provide written notice to all other public utilities maintaining a Plant on the existing pole that a new pole has been installed and that the Plant on the existing pole must be relocated to the new pole within 90 days of the date of the notice. A copy of such written notice shall be simultaneously transmitted to the Superintendent of Highway. B. It shall be the joint and several obligation of the public utility installing the new pole and any other public utility maintaining a Plant on the existing pole to remove the existing pole within 30 days after installation of the new pole.

§111-35 Extensions of time. A. Notwithstanding any provision of this article to the contrary, the Commissioner of Public Works may extend the time frame of any action under this article for an additional period not exceeding the original statutory time frame set forth in this Article. The public utility shall make a request for an extension in writing to the Commissioner of Public Works prior to the expiration of the time frame contained in the original written notice, together with the basis for the request. The Superintendent of Highway shall determine whether the request for extension should be granted or denied, and provide a written response to

the public utility. B. In the event of an emergency that affects the repair, replacement, removal or installation of utility poles or Plants, the Superintendent of Highway may temporarily suspend the deadlines described above for periods not exceeding 30 days.

§----- Penalties. A. Any person, firm, corporation or public utility convicted of a violation of the provisions of this Article shall be guilty of a violation, for a first conviction, punishable by a fine not exceeding \$500; for a second or subsequent conviction, punishable by a fine not exceeding \$1,000. Every day that the violation continues shall be deemed a separate violation. Each location of a double utility pole condition or dangerous/damaged utility pole shall be a separate violation. B. Any person, firm, corporation or public utility found guilty of violating this Article and that fails to remove its Plant from a damaged pole, the damaged pole and/or the double utility pole within 15 days from receipt of the order of the court shall be punished by a penalty of up to \$1,000 for each such violation. Each day that the violation continues shall be a separate violation. 1820/06/602140v3 9/20/19 -4- C. If a person, firm or corporation or public utility violates the provisions of this article, the Town Attorney may commence an action in the name of the Town of Somers in a court of competent jurisdiction seeking any remedy provided by law or equity, including any civil and/or injunction proceeding necessary to enforce compliance and/or enjoin noncompliance with this article. Such action may seek to remove damaged/dangerous poles and/or any double utility pole condition and may be commenced against a third-party Plant owner to remove Plant from such poles, the imposition of civil penalties as authorized by this Article, the recovery of costs of the action and such other remedies as may be necessary to prevent or enjoin a dangerous condition from existing on a Town highway, street, road, or right-of-way. § 111-37

Applicability. A. The provisions of this Article shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations, and nothing in this Article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other applicable state or local laws, codes or regulations. In case of conflict between any provision of this Article and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail. B. This Article shall apply to all utility poles located on any Town highway, street, road or right-of-way as of the enactment of this Article and to all utility poles installed after the enactment of this Article. C. Any person, firm, corporation or public utility which maintains a double pole condition as of the date of the adoption of this Article shall fully comply with the regulations set forth herein within 30 days of enactment of this Article. Any failure to timely comply with this Subsection C shall be enforced in accordance with the provisions of this Article. Section 2. Severability. If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudicated in any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered, and such invalidity shall not be deemed to affect the remaining portions

thereof. Section 3. This local law will take effect immediately upon filing in the Office of the Secretary of State.

Telephone  
(914) 277-3539

FAX  
(914) 277-3790

*Sent to:  
TB, TA, TC  
8/19/2021  
KD*

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

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

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



**DATE:** August 19, 2021

**MEMO TO:** Town Board

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

**Re: Make a Wish Hot Tub Request**

I am requesting a waiver for a permit fee in conjunction with a Make-A-Wish Foundation request made by Linnie Marina on August 9<sup>th</sup> to the Building Department. They are working on a wish for a teenage boy named Michael who lives in Somers to have a hot tub. The estimated permit fees will be approximately \$170.00.

cc: Town Clerk

Telephone  
(914) 277-3539

FAX  
(914) 277-3790

Thomas J. Tooma, Jr.  
Building Inspector

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

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



**MEMO TO:** Town Board

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

**RE:** Proposed Policy to Waiver Building Permit and Associated Plumbing Permit  
Renewal Fees

**DATE:** August 30, 2021

As a result of the COVID-19 pandemic related hardships, the following is being  
proposed:

**Proposed Policy to Waiver Building Permit and Associated Plumbing Permit  
Renewal Fees**

Owners who were issued a first time Building Permit and Plumbing Permit(s) in  
conjunction with the Building Permit between March 1, 2019 and September 30, 2020  
are candidates for having their Permit(s) renewed at no fee for a period of 12 months  
with the filing of an appeal demonstrating COVID-19 pandemic related hardship. In the  
event you have already renewed a qualified Permit, you may request a refund upon  
filing an appeal with the Zoning Department no later than December 31, 2021.

Sent to:  
TB, TA, TC 9/1/2021  
KD

**Rick Morrissey**

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**From:** Mannix, Mark <Mannix@mnr.org>  
**Sent:** Wednesday, August 18, 2021 6:15 PM  
**To:** Rick Morrissey  
**Subject:** Resolution on Route 202 No Parking  
**Attachments:** No Parking.pdf; RE: Metro-North Croton Falls Parking

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Supervisor,

Hope all is well and you are enjoying your summer.

Thank you for returning my call regarding a Town resolution to eliminate parking along Route 202 between Stoneleigh Ave (to the east of Croton Falls Road) and the bridge on Route 202 (west of Croton Falls Road). I appreciate the Town will take up a resolution at your September 2 Town Board Meeting and have attached a plan of the designated area for no parking for your convenience.

NYS Department of Transportation has requested a resolution be passed by the Town in order to install "No Parking" signs at the location, which is in the immediate vicinity of the new parking lot being built on Croton Fall Road for cars to be able to park safely (see attached email).

Demolition activities for our future Croton Falls parking project site have been completed. Also, we're currently waiting for bids to come in for the Parking Lot construction contract – we're anticipating awarding the construction contract in the Fall.

As you know, street parking locations currently used by Metro-North customers on property owned by NYCDEP and New York State Department of Transportation along New York State Route 202, Croton Falls Road and Stoneleigh Road will be converted to "No Parking" zones in concert with the opening of the new parking facility. The purpose is to eliminate any undesignated street parking and direct customers to use the new parking facility instead. As we have discussed, plans are underway to eliminate parking on Route 202, Croton Falls & Stoneleigh Roads as part of the constructing the new parking facility and we appreciate the Town's cooperation on this effort.

During the planning for the Croton Falls parking facility project it was discussed that once "free" parking along local roads is removed after the parking lot is built, customers would likely drive and park "for free" along Rt. 116/Purdys Road due to the close proximity between Croton Falls and Purdy's stations. I know the Somers Town Board is not in favor of eliminating parking on the west side of the Route 116 Bridge and the Town of North Salem recently passed a resolution allowing for the elimination of parking on the east side of the water/bridge on Route 116 in North Salem.

I can always be reached at 917-327-0156. Thank you for your continued cooperation on this project,

Mark

Confidentiality Note: This e-mail, and any attachment to it, may contain privileged and confidential information and is intended for the use of the individual(s) or entity named on the e-mail. Unauthorized disclosure of this message is prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and destroy this message and all copies thereof, including all attachments.



## 1.1 COMP

- |     |                                  |
|-----|----------------------------------|
| 1.1 | COMPLETION OF THE LANE DRAWN     |
| 1.2 | INSTALLATION OF MITIGATION DRAWN |
| 1.3 | INSTALLATION OF SERIES MNR C     |
| 1.4 | INSTALLATION OF TREE DRAWN       |
| 1.5 | COMPLETION OF TRAFFIC            |
| 1.6 | INSTALLATION OF PARKING C-600    |

**No Parking Signs along  
route 202 from:  
Stoneleigh Ave to the  
bridge**

## LEGEND

A horizontal scale bar labeled "SCALE IN FEET" is positioned at the bottom of the page. The bar has tick marks at 0, 60, and 120 feet.

CONTRACT NO. 142486	SCALE 1"=60'	DATE 05-18-2021
	DRAWING NO.	
CS-101		SHEET 55 OF 105

**HARLEM PARKING IMPROVEMENTS  
AT CROTON FALLS  
PACKAGE 2 -  
SURFACE PARKING LOT**

**CONSTRUCTION  
SEQUENCING PLAN  
STAGE 1**



**AECOM**

[illegible]

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER A DOCUMENT IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT. IF THIS DOCUMENT BEARING THE SEAL AND REGISTERED ARCHITECT HAS BEEN ALTERED, THE ALTERING ENGINEER/ARCHITECT SHALL AFFIX TO THE DOCUMENT THEIR SEAL AND THE NOTATION "ALTERED BY \_\_\_\_\_". IT IS FURTHER REQUIRED THAT THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION,

NO.	DATE

L.M.	
DRAWN	
D.C.Y.	
CHECKED	
E.B.	
APPROVED	
E.B.	

		REVISIONS
C:\Users\jvaughn\ACORN_Directory\MWR_Groton_Falls	Documents\General\9803_040_615\910_CAD\20-SHEETS\Fall - "CDM"	CONSTRUCTION SEQUENCING PLAN STAGE   PK2.dwg

5/17/2011 3:19:56 PM

## Rick Morrissey

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**From:** Zimmer, Lee (DOT) <Lee.Zimmer@dot.ny.gov>  
**Sent:** Wednesday, April 21, 2021 4:24 PM  
**To:** Calbitaza, Margarita  
**Cc:** Cumberbatch, Barry; Mondello, Lisa (DOT); Parker, David S. (DOT)  
**Subject:** RE: Metro-North Croton Falls Parking

The responsibility for parking is "shared" with the local municipality. The Department would not add or delete parking without obtaining a consent to make a change from the local elected officials. This is usually contained in the form of a resolution.

If you wish to restrict parking along a State Route please work with the local municipality to enact a resolution and forward this to the Department for review.

Dave Parker is our investigator for Westchester County and can provide further background information. Any other question please let me know.

Lee A. Zimmer P.E.  
Traffic Signals & Highway Work Permits  
Asst. Region 3 Traffic Engineer

New York State Department of Transportation, Hudson Valley This is usually  
4 Hunter Boulevard, Poughkeepsie, NY 12603  
(845) 437-3320 | [lee.zimmer@dot.ny.gov](mailto:lee.zimmer@dot.ny.gov) | [www.dot.ny.gov](http://www.dot.ny.gov)



Department of  
Transportation

**From:** Calbitaza, Margarita <Calbitaza@mnr.org>  
**Sent:** Wednesday, April 21, 2021 3:13 PM  
**To:** Zimmer, Lee (DOT) <Lee.Zimmer@dot.ny.gov>  
**Cc:** Cumberbatch, Barry <Cumberbatch@mnr.org>  
**Subject:** Metro-North Croton Falls Parking

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Lee,

We're inquiring regarding potential removal of parking along Rt 116 as related to the new Metro-North Croton Falls parking lot project which is currently underway. I've cc'ed the MNR PM for the Croton Falls parking project, Barry Cumberbatch, so he can coordinate further with you on this matter.

Thank you,  
Margarita

Margarita Calbitaza, PE  
Senior Engineer  
Stations | Capital Delivery  
MTA C&D Metro-North Railroad  
C 973.477.3072



Kim DeLucia

Sent to:  
TB, TA, TC 8/20/2021 KD

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**Subject:** FW: Adopt-A-Road Program | September Town Board Agenda Item  
**Attachments:** Adopt a Road Agreement.pdf; Adopt a Road Agreement Richard Detz 5.15.15 to 5.15.17.pdf

**From:** Tammi Savva <[tsavva@somersny.com](mailto:tsavva@somersny.com)>  
**Sent:** Friday, August 13, 2021 3:19 PM  
**To:** Kim DeLucia <[kdelucia@somersny.com](mailto:kdelucia@somersny.com)>  
**Cc:** Rick Morrissey <[supervisor@somersny.com](mailto:supervisor@somersny.com)>  
**Subject:** Adopt-A-Road Program | September Town Board Agenda Item

Hi Kim,

Mr. Richard Detz of [REDACTED] stopped by our office today. He participates in the Adopt-A-Road Program for Forest Lane and Eastview Place to Lakeview Drive. His Adopt-A-Road Agreement has expired and he would like to renew his agreement once again.

Please place this on the September Town Board Agenda for the Supervisor to execute the agreement.

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](http://WWW.SOMERSNY.COM)

## TOWN OF SOMERS

### ADOPT-A-ROAD AGREEMENT

This Agreement made this      day of      200\_\_, by and between the Town of Somers, a municipal corporation of the State of New, York, having offices at 335 Route 202, Somers, New York 10589, acting by and through the Superintendent of Highways of the Town of Somers, hereafter called the "SUPERINTENDENT", and the organization known as the following and using the mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: \_\_\_\_\_

\_\_\_\_\_

hereafter known as the segment, and

WHEREAS, this Agreement is intended to enable the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the pavement or shoulders of the traveled way.
2. No participants' vehicles may be parked on the travel lanes or shoulders of the roadway.

3. Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the SUPERINTENDENT.

4. The GROUP will organize and supervise all activities.

5. The GROUP will organize and conduct a "safety briefing." Each day that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The SUPERINTENDENT will provide a representative to present the safety briefing for the first meeting and after that a designated person from the GROUP will conduct such briefings.

6. All participants must attend the safety briefing before participating in the field activity. The briefing should be held on-site to ensure that all participants are in attendance.

7. The SUPERINTENDENT will provide shirts or vests and head gear and participants must wear approved safety gear including shirts or vests and approved protective gear.

8. The GROUP may provide itself approved safety gear. The GROUP will pick up supplies and materials from the Town Highway Garage during normal working hours. Unused materials and supplies will be returned to the Town Highway Garage during normal working hours within one week following each field activity.

9. The collected waste from the location specified in this agreement shall be delivered to the Town Highway Garage in accordance with any instructions of the SUPERINTENDENT. The SUPERINTENDENT will be responsible for disposing of such waste.

10. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a park-like appearance along the adopted road segment. Except as modified by the SUPERINTENDENT, minimum frequency of pick up along a road segment is four (4) times a year with the first pick up occurring in the April-May "Spring Cleanup" time period, and at rest areas or scenic overlooks, the minimum frequency of pickup is weekly.

11. The SUPERINTENDENT will waive any permit fee. Each group participant (or parent or guardian if participant is 12 to 18 years of age) will sign and date the "Adopt-A-Road General Release" protecting the Town for the duration of the Agreement.

12. The SUPERINTENDENT will publicize the execution of this Agreement and will highlight it at various periods thereafter.

13. The SUPERINTENDENT will furnish and erect Adopt-A-Road signs at the beginning of each adopted Highway segment, or in each adopted rest area or scenic overlook.

14. This agreement shall be for a two (2) year period commencing on

\_\_\_\_\_ (starting date) and terminating at 12:01 a.m. on

\_\_\_\_\_ (ending date).

15. Notwithstanding any other provisions of this agreement, the SUPERINTENDENT, in his sole judgment, may terminate this agreement on 30 days notice to the Group, or summarily if based on unsafe activity, and take such other action as the SUPERINTENDENT it deems appropriate.

16. The SUPERINTENDENT recognizes the GROUP is the adopting organization for the segment and the GROUP accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

17. The relationship of the GROUP to the Town of Somers arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this Agreement, shall be considered agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the GROUP employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the GROUP. The GROUP shall secure Workers' Compensation insurance, for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

18. The GROUP hereby agrees to indemnify, save and hold harmless the Town of Somers, and all of its officials, departments, boards, agents and employees from any and all claims, demands, actions or cause of action or whatsoever nature or character arising out of or by reason of this execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising hereunder.

Town of Somers

\_\_\_\_\_  
Name of Group/Organization

By:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Signature of Organization Leader

\_\_\_\_\_  
Organization Leader Title - Please Print

\_\_\_\_\_  
Organization Coordinator - Please Print

\_\_\_\_\_  
Coordinator's address

\_\_\_\_\_  
Coordinator's Daytime Phone Number

\_\_\_\_\_  
Coordinator's Evening Phone Number

**TOWN OF SOMERS  
ADOPT - A - ROAD PROGRAM  
Release**

KNOWN ALL MEN BY THESE PRESENTS, that I

\_\_\_\_\_ (Participant's Name)

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

\_\_\_\_\_ (Town, State & Zip)

in consideration of \$1.00 payment of which is hereby waived, and other good and valuable consideration given by the Town of Somers, for myself and my representatives in any capacity release and discharge, and agree to refrain from instituting or aiding any suit or proceeding against the Town of Somers, its departments, officers, employees, representatives, successors and assigns from and/or regarding all causes of action, controversies, claims, judgments or liabilities I may have now or in the future against said Town of Somers and its departments, officers, employees, representatives, successors and assigns arising out of my participation in the Adopt-A-Road Program developed by the Town of Somers pursuant to Section 277 of the General Municipal Law.

IN WITNESS WHEREOF, I have executed this instrument on \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

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

On the        day of        in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

TOWN CLERK'S OFFICE

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

## Town of Somers

WESTCHESTER COUNTY, N.Y.

KATHLEEN R. PACELLA  
TOWN CLERK



### RESOLUTION

**RESOLVED**, that the Town Board does hereby authorize the Supervisor to execute an Adopt-A-Road Agreement with Richard Detz for Forest Lane and Eastview Place to Lakeview Drive in Shenorock.

I hereby certify that the foregoing copy of resolution was unanimously adopted by the Town Board of the Town of Somers at a Regular Meeting held on May 14, 2015.

Dated: May, 15, 2015

  
Town Clerk

Cc: Supervisor  
Director of Finance  
Superintendent of Highways  
Richard Detz



TÉL:914-277-3323  
FAX:914-277-3960

TOWN CLERK'S OFFICE

## Town of Somers

WESTCHESTER COUNTY, N.Y.

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

KATHLEEN R. PACELLA  
TOWN CLERK



June 4, 2015

Mr. Richard Detz

Dear Mr. Detz,

Enclosed please find a copy of an executed Adopt-A-Road-Agreement signed by Supervisor Rick Morrissey and a resolution passed by the Town Board at their May 14, 2015 Regular Meeting.

If you have any questions regarding this matter, please do not hesitate to call my office.

Sincerely,

Kathleen R. Pacella  
Town Clerk

Cc: Supervisor  
Superintendent of Highways

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

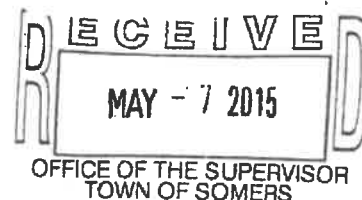
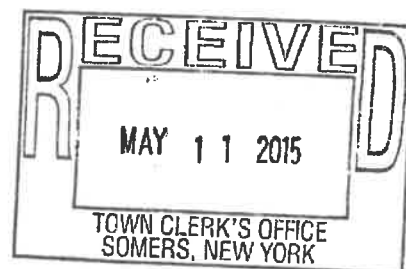
TOWN CLERK'S OFFICE

TOWN HOUSE  
335 ROUTE 202  
SOMERS, N.Y. 10589

Town of Somers  
WESTCHESTER COUNTY, N. Y.



BARBARA SOLDANO  
Acting Town Clerk



RESOLUTION:

ADOPT-A-ROAD PROGRAM

WHEREAS, Section 277 of the General Municipal Law authorizes the Town Board to authorize and direct such of its officers or agencies as it shall designate to enter into adopt-a-roadway program agreements with volunteers or groups in an effort to reduce and remove litter from roadway, to provide and coordinate services by volunteers or groups to reduce the amount of litter including providing trash bags and trash bag pick up and, in designated areas where volunteers may be in close proximity to moving vehicles, providing safety briefing and reflective safety gears; and

WHEREAS, Section 277 of the General Municipal Law further provides that notwithstanding any inconsistent provision of law, the town or its employees shall not be liable for damages suffered by any persons resulting from the actions of such volunteers or groups; and

WHEREAS, it is in the best interests of the Town of Somers to establish an adopt-a-road program for town roads and highways.

NOW, THEREFORE, BE IT RESOLVED, that the Superintendent of Highways of the Town of Somers be and hereby is authorized to:

- a. Receive and review requests from volunteers and groups wishing to participate in the Town of Somers Adopt-A-Road Program; and
- b. To recommend to the Town Board approval of Adopt-A-Road Program agreements with particular volunteers or groups wishing to participate in the Town of Somers Adopt-A-Road Program; and
- c. To supervise, administer and conduct the Town of Somers Adopt-A-Road Program.

I hereby certify that the foregoing copy of resolution was unanimously adopted by the Town Board of the Town of Somers at a Regular Monthly Meeting held on September 12, 2002.

Dated: September 13, 2002

  
Acting Town Clerk

cc: Supervisor ✓  
Town Attorney  
Highway

## TOWN OF SOMERS

### ADOPT-A-ROAD AGREEMENT

This Agreement made this 7 day of MAY 2015, by and between the Town of Somers, a municipal corporation of the State of New, York, having offices at 335 Route 202, Somers, New York 10589, acting by and through the Superintendent of Highways of the Town of Somers, hereafter called the "SUPERINTENDENT", and the organization known as the following and using the mailing address of:

Ricco IETZ

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: \_\_\_\_\_

hereafter known as the segment, and

WHEREAS, this Agreement is intended to enable the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the pavement or shoulders of the traveled way.
2. No participants' vehicles may be parked on the travel lanes or shoulders of the roadway.

3. Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the SUPERINTENDENT.

4. The GROUP will organize and supervise all activities.

5. The GROUP will organize and conduct a "safety briefing." Each day that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The SUPERINTENDENT will provide a representative to present the safety briefing for the first meeting and after that a designated person from the GROUP will conduct such briefings.

6. All participants must attend the safety briefing before participating in the field activity. The briefing should be held on-site to ensure that all participants are in attendance.

7. The SUPERINTENDENT will provide shirts or vests and head gear and participants must wear approved safety gear including shirts or vests and approved protective gear.

8. The GROUP may provide itself approved safety gear. The GROUP will pick up supplies and materials from the Town Highway Garage during normal working hours. Unused materials and supplies will be returned to the Town Highway Garage during normal working hours within one week following each field activity.

9. The collected waste from the location specified in this agreement shall be delivered to the Town Highway Garage in accordance with any instructions of the SUPERINTENDENT. The SUPERINTENDENT will be responsible for disposing of such waste.

10. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a park-like appearance along the adopted road segment. Except as modified by the SUPERINTENDENT, minimum frequency of pick up along a road segment is four (4) times a year with the first pick up occurring in the April-May "Spring Cleanup" time period, and at rest areas or scenic overlooks, the minimum frequency of pickup is weekly.

11. The SUPERINTENDENT will waive any permit fee. Each group participant (or parent or guardian if participant is 12 to 18 years of age) will sign and date the "Adopt-A-Road General Release" protecting the Town for the duration of the Agreement.

12. The SUPERINTENDENT will publicize the execution of this Agreement and will highlight it at various periods thereafter.

13. The SUPERINTENDENT will furnish and erect Adopt-A-Road signs at the beginning of each adopted Highway segment, or in each adopted rest area or scenic overlook.

14. This agreement shall be for a two (2) year period commencing on

MAY 15, 2015 (starting date) and terminating at 12:01 a.m. on  
MAY 15, 2017 (ending date).

15. Notwithstanding any other provisions of this agreement, the SUPERINTENDENT, in his sole judgment, may terminate this agreement on 30 days notice to the Group, or summarily if based on unsafe activity, and take such other action as the SUPERINTENDENT it deems appropriate.

16. The SUPERINTENDENT recognizes the GROUP is the adopting organization for the segment and the GROUP accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

17. The relationship of the GROUP to the Town of Somers arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this Agreement, shall be considered agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the GROUP employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the GROUP. The GROUP shall secure Workers' Compensation insurance, for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

18. The GROUP hereby agrees to indemnify, save and hold harmless the Town of Somers, and all of its officials, departments, boards, agents and employees from any and all claims, demands, actions or cause of action or whatsoever nature or character arising out of or by reason of this execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising hereunder.

Town of Somers

Richard IETZ  
Name of Group/Organization

By:

Rich Morrissey  
Supervisor

Richard IETZ  
Signature of Organization Leader

Rich IETZ  
Organization Leader Title - Please Print

Richard IETZ  
Organization Coordinator - Please Print

Coordinator's address

                      
Coordinator's Daytime Phone Number

Coordinator's Evening Phone Number



**TOWN OF SOMERS  
ADOPT - A - ROAD PROGRAM  
Release**

KNOWN ALL MEN BY THESE PRESENTS, that I

ic/a1 1 ETZ

(Participant's Name)

(Street Address)

(Town, State & Zip)

in consideration of \$1.00 payment of which is hereby waived, and other good and valuable consideration given by the Town of Somers, for myself and my representatives in any capacity release and discharge, and agree to refrain from instituting or aiding any suit or proceeding against the Town of Somers, its departments, officers, employees, representatives, successors and assigns from and/or regarding all causes of action, controversies, claims, judgments or liabilities I may have now or in the future against said Town of Somers and its departments, officers, employees, representatives, successors and assigns arising out of my participation in the Adopt-A-Road Program developed by the Town of Somers pursuant to Section 277 of the General Municipal Law.

IN WITNESS WHEREOF, I have executed this instrument on M 7 0.

Signature

ic/a1 d 1 ETZ

Print Name

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

On the 7 day of May, ~~2002~~ <sup>2015</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Detz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

PATRICIA KALBA  
Notary Public, State of New York  
No. 01KA6080159  
Qualified in Westchester County  
My Commission Expires Sept. 9, 2018

Sent to:  
TB, TATC  
8/30/2021  
KD

**FINANCE OFFICE**

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

Telephone  
(914) 277-4394

FAX  
(914) 277-3788

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

EMAIL  
finance@somersny.com

**ROBERT KEHOE  
DIRECTOR OF FINANCE**



To: Town Board

From: Robert Kehoe, Director of Finance *RK*

Date: August 25, 2021

Re: Capital Project Budget 2021 Paving:

I request the Town Board to adopt the following budget for Paving funded by a bond.  
Issuance costs will be funded by the General Fund:

Revenue:	
054.0054.2710 Bond Issuance Premium	\$568,088.78
54.0054.5710 Bond Proceeds	\$2,435,000
054.0054.5031 Transfer In from General Fund	\$37,590.22
Appropriations:	
54.5110.0405 Paving	\$3,003,088.78
54-5110.4 Contractual (Issuance Costs)	\$37,590.22

CC: Town Clerk

Sent to:  
TB, TA, TC  
8/30/2021  
KD

# 2021 Budget Modification

INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	001.0001.3005	Mortgage Tax	\$685,516.43


INCREASE:

<u>FUND</u>	<u>ACCOUNT CODE</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
1	001.9950.0900	Transfer Out to Capital Fund	\$685,516.43

Explanation:

To expense 2020 Paving.

Signature:

  
Robert Kehoe  
Finance Director

Date: 8/30/21

Sent to:  
TB, TA, TC  
8/20/2021  
KD

August 15, 2021

Chief B. Linkletter, Somers Police Department  
99 Route 139  
Somers, NY. 10589



Dear Chief Linkletter:

I, Thomas J. Dunne, hereby resign from my position of Police Officer #29 for the Somers Police Department effective immediately. I have enjoyed my time on the force and respectfully look forward to my retirement. I wish you all the best and thank you for the time I've spent here serving the citizens of Somers and Westchester County. It is with great pride that I submit this request effective date 08/31/2021.

Sincerely

PO Thomas J. Dunne  
Thomas Dunne (SPD # 29) # 29



# Somers Department of Parks & Recreation

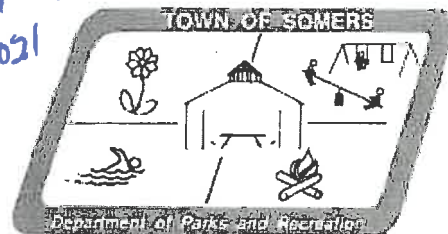
PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

**Steven Ralston**  
Superintendent

Sent to:  
TB, TA, TC  
8/17/2021  
KD



August 5, 2021

To: Town Board

From: Steven Ralston   
Superintendent of Parks and Recreation

Re: Staff Request

Request permission to increase the salary of Kathie Mollaghan, Intermediate Clerk Part Time, from \$18.26 to \$20.26 per hr. effective September 3, 2021.

C: Park Board  
Director of Finance  
Town Clerk

*Sent to:  
TB, PA, TC  
8/25/21  
LD*

Telephone  
(914) 277-4394

FAX  
(914) 277-3788

EMAIL  
finance@somersny.com

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

**FINANCE OFFICE**

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



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

To: Town Board

From: Robert Kehoe, Director of Finance *RK*

Date: August 25, 2021

Re: Part-Time Position in Finance

Jeanine Garrity, who has an Accounting Degree from Marist College, has agreed to transfer from the Nutrition Department to the Finance Department as a Part –Time Senior Account Clerk, effective July 19, 2021.

I am requesting the Board to approve Jeanine's \$25 hourly rate change when working in Finance.

CC: Town Clerk

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.com](http://www.somersny.com)

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

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



Date: August 10, 2021  
To: Director of Finance T10(914)  
From: Steven Woelfle SW  
Engineering Department  
RE: Erosion Control Bond  
Cobbling Rock Estates Subdivision  
TM: 37.19-1-1

Attached is a check in the amount of \$13,327.00 posted by Jerry Iodice,  
in payment of an Erosion Control Bond for Cobbling  
Rock Estates Subdivision.

Att.  
cc: Town Board  
Town Clerk

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.com](http://www.somersny.com)



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

Date: August 26, 2021

To: Director of Finance T10(914)

From: Steven Woelfle *SW*  
Engineering Department

RE: **Erosion Control Bond**  
**Anglebrook Golf Club Site Plan**  
**TM: 27.07-1-1.1**

---

Attached is a check in the amount of \$200.00 posted by Anglebrook Golf Club, 100 Route 202, P.O. Box 700, Lincolndale, NY 10540 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk



Sent to:  
TB, TA, TC  
8/27/2021  
KS

PLANNING AND ENGINEERING DEPARTMENTS

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

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

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.com](http://www.somersny.com)

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



**Date:** August 27, 2021

**To:** Town Board

**From:** Steven Woelfle *SW*  
Engineering Department

**RE:** **Lopane Tree Preservation and Erosion and Sediment Control Permit**  
**TM: 38.05-2-4 & 5**  
**Release of Erosion Control Bond**  
**Check received October 24, 2008**

This office has no objection to the return of the Erosion Control Bond in the amount of \$200.

Please return to:

Joseph Lopane

SW/wg  
cc: Town Clerk  
Director of Finance  
Joseph Lopane

Sent to:  
FB, TA, TC  
8/27/2021  
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

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

SOMERS TOWN HOUSE  
835 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.com](http://www.somersny.com)

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



Date: August 27, 2021

To: Town Board

Steven Woelfle *SW*  
Engineering Department

**Fleury Wetland Permit #AW2010-13**  
**TM: 16.05-332**  
**Release of Erosion Control Bond**  
**Received Check May 12, 2010**

---

This Office has no objection to the return of the Erosion Control Bond in the amount of \$100.00. Please return to:

Donald J. Fleury

SW/wg

cc: Town Clerk  
Director of Finance  
Donald Fleury

Sent to:  
TB, TA, TC  
4/27/2021  
KD

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
885 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.com](http://www.somersny.com)

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

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



**Date:** August 27, 2021

**To:** Town Board

**From:** Steven Woelfle *SW*  
Engineering Department

**RE:** **North County Homes, Inc. Tree Preservation and Stormwater Management and Erosion and Sediment Control Permit #ATSMESC2017-49**  
**TM: 16.14-1-15**  
**16 Lakeside Drive, Yorktown Heights, NY 10598**  
**Return of Erosion Control Bond**  
**Received Check September 13, 2017**

---

This Office has no objection to the return of the Erosion Control Bond in the amount of \$500.00. Please return to:

North County Homes Inc.  
156 Tomahawk Street  
Yorktown Heights, NY 10598

SW/wg

cc: Town Clerk  
Director of Finance  
North County Homes

Sent to:  
TB, TA, TC 8/13/2021  
KD

**Kim DeLucia**

**From:** Kim DeLucia  
**Sent:** Friday, August 13, 2021 3:12 PM  
**To:** Roland Baroni - Stephens Baroni Reilly Lewis LLP ; Patricia Kalba; Anthony Ciriaco (aciriaco@somersny.com); Bill Faulkner (wfaulkner@somersny.com); Richard Clinchy (rclinchy@somersny.com); Rick Morrissey (supervisor@somersny.com); Tom Garrity (tgarrity@somersny.com)  
**Subject:** September 2, 2021 Work Session Agenda Item: Salary Adjustments - Rec. of Taxes & Senior Nutrition Dir.

Please see below email from Supervisor Morrissey.

*Kim*

**Kim DeLucia**  
Executive Assistant to  
Rick Morrissey, Town Supervisor  
TOWN OF SOMERS  
335 ROUTE 202  
SOMERS, NY 10589  
Phone: 914-277-3637  
Fax: 914-276-0082  
[WWW.SOMERSNY.COM](http://WWW.SOMERSNY.COM)

**From:** Rick Morrissey <supervisor@somersny.com>  
**Sent:** Thursday, August 12, 2021 10:57 AM  
**To:** Kim DeLucia <kdelucia@somersny.com>  
**Cc:** Bob Kehoe <rkehoe@somersny.com>  
**Subject:** Salary Surveys

Kim:

In an effort to retain talented and professional staff and based on current salary surveys for the Receiver of Taxes and Senior Nutrition Director of neighboring municipalities the Town Board in Executive Session approved the following salary adjustments:

Receiver of Taxes - annual salary adjusted to \$85,000.00

Senior Nutrition Director - annual salary adjusted to \$95,000.00

Salary adjustments are to be effective August 1, 2021. Please place on the upcoming Town Board agenda for approval.

Thanks,

***Rick Morrissey, MPA***

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