

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, SEPTEMBER 9, 2021
www.somersny.com**

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS(Via In-Person and Remote Access):

1. 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.

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

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

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VI. BUSINESS OF THE BOARD:

A. TOWN BOARD:

1. Town of Somers Covid-19 – Update
2. Wireless Information Presentation - CityScape Consultants, Inc.
3. Double Utility Pole Legislation – Discussion
4. Authorize the Supervisor to execute the Justice Court Assistance Program (JCAP) Grant in the 2021-22 grant cycle not to exceed \$30,000.00 for the Somers Justice Court, per memo from Barbara Lloyd, Court Clerk, dated September 3, 2021.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (1- 2-year 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.)

2. Upcoming Vacancies - Terms Expiring in 2021:

- a. Assessment Board of Review (1- 5-year term ending 9/30/2021.)
3. Authorize the hiring of Ms. Nicole Brownstein as Part-Time Availability (PTA) Intermediate Clerk for the Somers Senior Services/Nutrition Department at an hourly rate of \$17.50 per memo dated September 1, 2021 from Barbara Taberer, Seniors and Nutrition Program Director effective August 30, 2021.
4. Acknowledge the resignation of Mr. Mark Brown as a member of the Somers Architectural Review Board effective August 28, 2021.

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F. PLANNING & ENGINEERING: No additional business.

G. POLICE: - No additional business.

H. 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 and Aug 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
 - 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
 - d. \$200.00 Return of Erosion Control Bond – Realbuto Wetland and Watercourse Protection Permit #AW2018-09, TM: 26.16-2-1
 - e. \$100.00 Return of Erosion Control Bond – Fischer Annual Wetland Permit #AW2010-36, TM: 48.13-1-11
3. Authorize the Supervisor to execute:
 - a. The annual proposal for engineering support from Woodard & Curran for 2021 dated March 5, 2021.
 - b. The proposal for legal services pertaining to Wireless Facilities Management from the Cohen Law Group estimated to \$5,600.00 for 16 hours of work dated May 4, 2021.
 - c. The Adopt-A-Road Agreement with Mr. Richard Detz for Forest Lane and Eastview Place to Lakeview Drive in Shenorock.
4. 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.

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5. 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.
6. 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.
7. Authorize 2021 Budget Modifications per email dated August 25, 2021 from Robert Kehoe, Director of Finance
8. In an effort to retain talented and professional staff and based on current salary surveys for the Secretary to Town Superintendent of Highway, Receiver of Taxes, Senior Nutrition Director, Executive Assistant to the Supervisor/HR of neighboring municipalities, the Town Board approved the following salary adjustments:
 - a. Secretary to Town Superintendent of Highway – annual salary adjusted to \$66,000, retro to January 1, 2021.
 - b. Receiver of Taxes – annual salary adjusted to \$85,000.00, effective August 1, 2021.
 - c. Senior Nutrition Director - annual salary adjusted to \$95,000, effective August 1, 2021.
 - d. Executive Assistant to the Supervisor/HR - annual salary adjusted to \$90,000, effective August 1, 2021.

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2021 Calendar

September 9, 2021	7:00pm	Town Board Regular Meeting Public Hearing (In-person and Remote Access): 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
October 19 & 21 Department Budget Hearings		
November 4, 2021	7:00pm	Town Board Work Session
November 18, 2021	7:00pm	Town Board Regular Meeting
December 2, 2021	7:00pm	Town Board Work Session
December 9, 2021	7:00pm	Town Board Regular Meeting

9/8/2021 4:36 PM

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Sent to:
TB, TA, TC
9/8/2021
KD

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on September 9, 2021 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York or via remote access to be dictated by the requirements then in effect by virtue of COVID-19-related Executive Orders on the 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 entitled Somers Consolidated Water District No.1. Please check the Town's website www.somersny.com or contact the Town Clerk's Office 914-277-3323 for updated meeting format information.

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

By Order of the Town Board
of the Town of Somers

Patricia Kalba
Town Clerk

Dated: August 26, 2021

Sent to:
TB, TA, TC
7/29/2021
KB

TOWN OF SOMERS

Local Law No. _____ for the Year 2021

A Local Law to rescind Chapter A172 entitled Amawalk Heights Water District of the Code of the Town of Somers and to enact a new Chapter A172 entitled Somers Consolidated Water District No. 1.

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

ARTICLE I General Provisions

- § A172-1. **Applicability.**
- § A172-2. **Definitions.**
- § A172-3. **Observance of rules and regulations.**
- § A172-4. **Applications and contracts.**
- § A172-5. **Permit required for use of fire hydrants.**

ARTICLE II Tapping and Service Lines

- § A172-6. **Taps and connections.**
- § A172-7. **Size of service lines.**
- § A172-8. **Installation of service line from main to property line.**
- § A172-9. **Cost of service line.**
- § A172-10. **Curb boxes.**
- § A172-11. **Installation of service line from curb box to building.**
- § A172-12. **Valves and fixtures.**
- § A172-13. **Service line trenches; testing of line.**
- § A172-14. **Application required prior to connection; setting of meter.**
- § A172-15. **Separate taps and service lines required for each building.**

ARTICLE III

Meters

- § A172-16. Meters to be furnished by District; setting**
- § A172-17. Inspection of meter and fixtures; correction of violations.**
- § A172-18. Interference with system or fixtures.**
- § A172-19. Damaged meters; charges for repair.**
- § A172-20. Accessibility of meter.**
- § A172-21. Defective meters; testing.**
- § A172-22. One meter only for each tap.**

ARTICLE IV

Discontinuation of Service

- § A172-23. Temporary discontinuation.**
- § A172-24. Permanent discontinuation.**

ARTICLE V

Control of System

- § A172-25. Operation by District only.**

ARTICLE VI

Liability and Responsibility of District and Owner

- § A172-26. Damages from shutoff of water supply.**
- § A172-27. Boilers.**
- § A172-28. Deduction for periods when water is shut off.**
- § A172-29. Damages from water shortage.**
- § A172-30. Faulty lines and fixtures.**
- § A172-31. Reservation of rights by town.**
- § A172-32. Damage from freezing or frost.**
- § A172-33. Maintenance of hydrants and surrounding area.**
- § A172-34. Responsibility of consumer.**
- § A172-35. Responsibility of District.**

ARTICLE VII
Water Rates and Water Fees

- § A172-36. Consolidated Water Rates and Water Fees.**
- § A172-37. Users outside the District.**
- § A172-38. New subscribers.**
- § A172-39. Building construction charges.**

ARTICLE VIII
Billing and Notices

- § A172-40. Submission of bills; payment; unpaid bills.**
- § A172-41. Collection of unpaid bills; responsibility for payment.**
- § A172-42. Service of notices.**

ARTICLE IX
Water Conservation

- § A172-43. Leaks; testing.**
- § A172-44. Emergencies.**

ARTICLE X
Cross-Connection Control Program

- § A172-45. Purpose.**
- § A172-46. Authority.**
- § A172-47. Responsibility of Town Engineer.**
- § A172-48. Definitions.**
- § A172-49. Administration.**
- § A172-50. Responsibilities of Department and owners.**
- § A172-51. Degree of hazard.**
- § A172-52. Permits.**

- § A172-53. Existing in-use backflow prevention devices.
- § A172-54. Periodic testing.
- § A172-55. Records and reports.
- § A172-56. Residential dual check.
- § A172-57. Strainers.
- § A172-58. Effective date.

ARTICLE I General Provisions

§ A172-1. Applicability.

The following rules and regulations established by the Town Board of the Town of Somers, New York, are hereby made a part of the contract between the Somers Consolidated Water District No. 1 and each and every party taking and/or using water furnished by said District or making connections with its mains. The Town Board reserves the right to make such changes in these rules and regulations as it may, from time to time, deem desirable.

§ A172-2. Definitions.

As used in this resolution, the following terms shall have the meanings indicated:

OWNER, CONSUMER and/or USER -

The person or persons or corporation owning the premises connected with the mains and/or using water therefrom.

TOWN BOARD -

The Town Board of the Town of Somers.

TOWN ENGINEER -

The Town Engineer of the Town of Somers as appointed by the Somers Town Board.

WATER DISTRICT -

The Amawalk Heights Water District

§ A172-3. Observance of rules and regulations.

Every consumer or taker of water from the system of said Water District shall be in all respects bound by and shall be considered to have assented to the rules, regulations and requirements of said Board, as herein set forth or as hereinafter amended, as a condition precedent to the rights to service from said water system.

§ A172-4. Applications and contracts.

No person or corporation shall be allowed to use the water of the Water District for any purpose whatever or to connect with the mains without first making application therefor and signing a contract for its use on a form provided. Contracts for water must be signed by the owner of the property or by an agent holding legal authorization to sign for said owner. In the case of a signature by an agent, a copy of the owner's authorization to sign must be filed with the application.

§ A172-5. Permit required for use of fire hydrants.

No person or persons shall be permitted to take water from the fire hydrants to sprinkle any street or portions of the streets or for any other purpose without having first obtained a permit from the Town Engineer, which permit shall be good only for the time named therein. This shall not preclude the inspection and operation of the fire hydrants by members of fire companies in performance of their official duties.

ARTICLE II
Tapping and Service Lines²

§ A172-6. Taps and connections.

All tapping and the making of connections with the mains or water pipes of the Water District shall be made by the Water District or its duly authorized agent. Violation of this regulations shall authorize the Town Engineer to cause the water to be shut off without notice. A separate tap and service pipe shall be required for each consumer taking water through a separate meter, but any number of families or business units in a single building may be supplied by the owner thereof through a single meter.

Editor's Note: The following description of a service line was included at the end of this chapter: "A complete service line for a residence from main to inside plumbing includes the following material: A 3/4" corporation cock set in the main, a length of 3/4 copper tubing from the corporation cock to the curb or meter box, a curb box and curb cock or meter box and meter yoke. This material to be furnished and set by the District for service connection charge. From the meter or curb box to the inside of plumbing a length of 3/4" copper tubing, a shut-off valve or cock and check valve, pressure reducing valve, and a meter spool piece, all to be furnished and set by the consumer."

§ A172-7. Size of service lines.

The size of the service line will be three-fourths (3/4) inch unless otherwise designated by the Town Engineer in accordance with information to be furnished by the consumer as to his probable requirements.

§ A172-8. Installation of service line from main to property line.

Service lines from the main to a point approximately on the property line will be installed complete by the Water District acting as the agent for and at the expense of the property owner and will consist of a corporation cock inserted in the main, a section of copper tubing lines and a curb cock and box to be located approximately on the property line.

§ A172-9. Cost of service line.

The standard price for the installation of a three-fourths-inch service line from the main to the property line shall be as set forth in the fee schedule duly adopted by the Town Board.³ In the case of service lines larger than three-fourths (3/4) inch, the owner will be required to pay the difference in cost between a three-fourths-inch line and the larger line.

§ A172-10. Curb boxes.

All curb boxes once set shall be adjusted to changes in grade and shall be kept accessible and in repair by the District at the cost of the owner if such change is caused by the owner. No person shall turn on or shut off any curb cock controlling any service line without the permission of the Town Engineer.

§ A172-11. Installation of service line from curb box to building.

From the curb box to and into the owner's building, the service line is to be installed by the owner's plumber and at his sole expense. The service line is to be of three-fourths-inch type K copper tubing unless otherwise ordered. The open trench installation shall be inspected by the Town Engineer prior to backfill.

§ A172-12. Valves and fixtures.

A stop cock or valve is to be placed inside the foundation wall. A pressure-reducing valve must be placed adjacent to the valve, then a spool piece left for the five-eighths-inch meter, which will be furnished and set by the District. On the outlet side of the meter, the owner shall provide a check valve and also a tee with a drain cock, so that water in the house system can be drained. The pressure-reducing valve must be on the street side of the water meter. Pipe shall be laid at a minimum depth of four (4) feet.

³ Editor's Note: the Table of Water District Charges is included at the end of this chapter.

§ A172-13. Service line trenches; testing of line.

All trenches for service lines shall be excavated at least four (4) feet in depth and at right angles to the main, unless otherwise ordered by the Town Engineer. When the trench is ready, the owner shall connect the service line with the curb cock and shall lay the service line into the building. When the service line has completely installed within the property limits by the owner or his agent, he shall notify the Town Engineer, who will inspect the connections and will turn on the water and test the line. If the test is satisfactory, the owner shall then back fill the trench, but if said test is not satisfactory, the owner shall make such alterations as requested by the Town Engineer, who shall retest the line before permission to backfill is granted. If any service line is backfilled before testing in the presence of the Town Engineer, the trench shall be re-excavated.

§ A172-14. Application required prior to connection; setting of meter.

No connection is to be made until an application has been filed with and approved by the Town Engineer. No water is to be used prior to the settling of the meter.

§ A172-15. Separate taps and service lines required for each building.

A separate tap and service shall be installed for each building used for residential purposes and located on the street in which there is a District water main, and no consumer shall be allowed to supply water to other persons or premises. No connection of any kind shall be made to the service pipe between the main and the meter.

**ARTICLE III
Meters**

§ A172-16. Meters to be furnished by District; setting.

- A. Five-eighths-inch meters will be furnished and set by the Water District and will remain the property of the Water District. In the event that a meter larger than the five-eighths-inch meter is required by the applicant, the applicant shall pay the difference between the five-eighths-inch meter and the larger meter installed. The consumer shall provide the valves and appurtenances described in § A172-12.
- B. The meter stool piece shall be set by the owner's plumber, who shall make suitable provision so that the meter may be set by the District in a horizontal position not more than three (3) feet from the point where the service enters the building.

§ A172-17. Inspection of meter and fixtures; correction of violations.

A. The Town Engineer shall be permitted to enter the premises of any consumer between the hours of 8:00 a.m. and 6:00 p.m. to examine the meter, pipes and fixtures and to make a record of the quantity of water used, including the manner of its use.

B. If any violation of these rules and regulations is found to exist, the Town Engineer may order its correction, and, if it is not corrected within twenty-four (24) hours thereafter, water may be shut off until such violation is remedied.

§ A172-18. Interference with system or fixtures.

No persons other than employees or agents of the Water District shall interfere with or remove any water meter, coupling or shutoff from any service pipe after it has once been installed, and the owner of the premises shall be held strictly responsible for any violation of this regulation.

§ A172-19. Damaged meters; charges for repair.

Any meter damaged by frost or freezing or by hot water backing into the meter or in any other way due to the negligence of the consumer shall be repaired by the Water District at the expense of the property owner, who shall pay for said repairs within thirty (30) days after presentation of the bill therefor. The cost for such repairs shall include the cost of removing, repairing and replacing of said meter and shall be as set forth in the fee schedule duly adopted by the Town Board.⁴

§ A172-20. Accessibility of meter.

Every meter shall be kept unobstructed and accessible to the District employees.

§ A172-21. Defective meters; testing.

A. All meters are tested for accuracy before installation. If any meter is found to be defective, it will be changed as required by the Town Engineer. In case of its ceasing to register accurately, the account will be adjusted by taking the average shown by another meter or an amount equivalent or proportional to that charged during a previous corresponding period.

B. Should a consumer feel that the meter is not registering properly, he shall file a written request to have the meter tested by the Town Engineer upon the payment of a fee as set forth in the fee schedule duly adopted by the Town Board,⁵ which fee shall be remitted if the meter so tested is found to register inaccurately by three percent (3%) either way. This test may be witnessed by the applicant. No refund will be made if the meter is found to register within three-percent accuracy. The inaccurate meter shall be repaired or replaced by the District.

⁴ Editor's Note: The Table of Water District Charges is included at the end of this chapter.

⁵ Editor's Note: The Table of Water District Charges is included at the end of this chapter.

C. If a leak is suspected, because of a high meter reading, a leak inspection of the toilet tank and other fixtures should be made by the homeowner or his plumber at their expense. If the leak is located inside the home or on the street side of the meter, it shall be repaired immediately at the expense of the homeowner.

§ A172-22. One meter only for each tap.

No more than one (1) meter will be furnished for each tap.

**ARTICLE IV
Discontinuation of Service**

§ A172-23. Temporary discontinuation.

Written notice must be given by the owner to the Town Engineer when he wishes to discontinue the use of water, and it will be turned off at the curb box when the property is temporarily vacated.

§ A172-24. Permanent discontinuation.

Should an owner wish to permanently discontinue the service line, he shall notify the Town Engineer, who will cause the service line to be cut off at the main and the main to be plugged. The owner shall be liable for any expenses incident to such permanent disconnection and, in the event of his later desiring to renew the service, shall pay for the same just as if the original service had never existed.

**ARTICLE V
Control of System**

§ A172-25. Operation by District only.

A. Water shall be turned on and off at the curb box only by an employee or agent of the Water District, except in cases of emergency when immediate notice thereof must be given to the Town Engineer. Violation of this rule shall be sufficient cause for the cutting off of the supply of water.

B. Fire hydrants shall be operated by the District only, except in cases of emergency when firemen make appropriate use and connections to the fire hydrant.

ARTICLE VI
Liability and Responsibility of District and Owner

§ A172-26. Damages from shutoff of water supply.

The Water District shall not be liable for any damages which may result to consumer's pipes, appliances, etc., from the shutting off of water mains or service pipes for any purpose whatever, whether previous notice has been given or not.

§ A172-27. Boilers.

In cases where boilers are directly supplied with water, the owner shall provide a suitable valve or other device to prevent collapse or explosion in case the water is shut off in the street mains.

§ A172-28. Deduction for periods when water is shut off.

No deductions from water bills will be made for periods when the service is shut off due to accident or repairs.

§ A172-29. Damages from water shortage.

The Water District shall not be held liable for any damage sustained by reason of its failure to supply water to any consumer at any time or for any cause and reserves the right to control the amount of water supplied in the event that the supply becomes short for any reason.

§ A172-30. Faulty lines and fixtures.

The Water District does not guarantee service from curb box to house or through any piping, valves or connections therein. Faulty service or inadequate supply is frequently due to corroding or stopping of pipes and fixtures. Any necessary changes in piping, valves or connections to increase the water supply or its efficiency must be made by the owner at his own expense.

§ A172-31. Reservation of rights by the town.

The Town Board reserves to itself the control of all taps, mains, curb cocks and meters. It also reserves the right, whenever the Board deems it proper or whenever there is a violation of the rules and regulations, to take charge of and control the service pipes.

§ A172-32. Damage from freezing or frost.

The Water District will not be accountable for any breaks or obstructions caused by frost or otherwise or from any damage arising by leakage from service pipes, fixtures or pipes owned by individuals. The Water District will not thaw out or pay for the thawing out of frozen service lines.

§ A172-33. Maintenance of hydrants and surrounding area.

The Water District will maintain hydrants, valves and connections to mains but is not responsible for the cutting of grass, weeds or brush in their vicinity and is not responsible for the removal of snow.

§ A172-34. Responsibility of consumer.

A. The owner must keep the service pipes from curb box at the property line to building curb boxes and his plumbing fixtures in good repair and, at his own expense, must prevent all unnecessary waste of water.

B. The water consumer shall be liable for such repairs as may be deemed necessary to prevent water waste. Upon failure of the consumer to comply with this rule, the Town Engineer may cause to turn off the water and not turn it on again until the repairs are made.

C. The consumers are warned that high pressures are maintained in the water district, and the installation of a pressure-reducing valve by the owner is required.

D. The owner is liable for any accidents due to curb boxes protruding above grade.

E. The owner must provide access to the meter at all times.

§ A172-35. Responsibility of District.

A. The Water District will process the tap application.

B. The Water District will furnish and install service line meters.

C. The Water District will maintain and repair the water main (generally in the street), fire hydrants and main valves.

D. The Water District will maintain the service line from the main to the curb box (generally located at the property line).

**ARTICLE VI
Water Rates and Water Fees**

§ A172-36. Consolidated Water District Rates.

A. Consolidated Water Rates shall be charged in accordance with Appendix A.

Meters will be read quarterly during the period immediately preceding the expiration of the quarter and billed accordingly.

B. Water Fees shall be charged in accordance Appendix B and billed accordingly.

§ A172-37. Users outside the District.

For users outside of the Water District, the charges will be 1.25 times the charges as set forth in Appendix A.

§ A172-38. New subscribers.

New subscribers coming in during a quarter need pay only the consumption charge.

§ A172-39. Building construction charges.

A. Water for building construction will be charged for at a flat rate. The minimum charge for any building shall be as set forth in the fee schedule duly adopted by the Town Board.⁶

B. The Town Board reserves the right to regulate the purpose for which the water may be used during construction and may at its option require the water to be metered.

C. No water shall be obtained from the mains of the Water District for any purpose, except properly authorized building construction, except through a metered service.

D. When meters are furnished for temporary service, a deposit will be required, to be fixed by the Town Engineer in each case.

ARTICLE VIII
Billing and Notices

§ A172-40. Submission of bills; payment; unpaid bills.

Bills will be mailed to the owner. Checks or money orders for the payment of water bills and water charges shall be made payable to Amawalk Heights Water District. Meters will be read and bills rendered at regular quarterly intervals. Bills for the previous quarter shall be due and payable within thirty (30) days. If bills remain unpaid at the end of sixty (60) days after they become due, the water may be shut off and shall not be turned on again until the bill is paid. The cost to turn the service back on will be as set forth in the fee schedule duly adopted by the Town Board.⁷

⁶ Editor's Note: The Table of Water District Charges is included at the end of this chapter.

⁷ Editor's Note: The Table of Water District Charges is included at the end of this chapter.

§ A172-41. Collection of unpaid bills; responsibility for payment.

The payment of water bills must include all arrears and charges to date. No payment will be received which leaves a previous charge unpaid. Unpaid water bills are a lien on the property. When unpaid water charges are placed on the annual tax roll, a penalty of ten percent (10%) of such charges shall be added thereto. If requested by the owner, the Town Board will send bills to and receive payments from agents or tenants; it should be noted, however, that the owner is responsible for the payment of water bills.

§ A172-42. Service of notes.

Service of any notice, authorized or directed by or on behalf of the Water District, may be made upon the owner or consumer personally or by leaving the notice at the premises where water is supplied or by sending the same by mail to such party at the last address furnished to the Water District.

**ARTICLE IX
Water Conservation**

§ A172-43. Leaks; testing.

A leak the size of a pencil point will waste more water than a family of five (5) persons needs; therefore, it is in the interest of the owner to stop all leaks, no matter how small they appear to be. Leaks in toilet fixtures are largely the cause of high water bills. To determine whether or not your plumbing fixtures are in good order, stop the flow of water from all openings; if the meter is in proper working condition, the lowest denomination hand [ten (10) gallons] will continue to move in the event that there is leakage in the house plumbing system. The leak should be found and repaired immediately at the expense of the homeowner.

§ A172-44. Emergencies.

A. Whenever, in the judgment of the Town Board, the water supply of the Water District is or is about to be diminished to the extent that it will be inadequate to supply all water users in the District for the normal purposes of bathroom, toilet, lavatory and kitchen and fire protection, said Board may declare an emergency by posting notices to that effect at the Amawalk Heights Post Office.

B. During such period of emergency as so posted, no person shall use water by hose, lawn sprinklers, pipes or similar equipment or facilities for:

- (1) The sprinkling or watering of gardens, lawn or other plant life;
- (2) The washing of cars, animals, patios, porches or walks;

- (3) Pools;
- (4) Yard showers;
- (5) The wetting of sides or roofs of any building; or
- (6) Any purpose other than those normal purposes and fire protection as hereinbefore defined.

C. A violation of this section is hereby declared to be a misdemeanor punishable by a fine not exceeding five hundred dollars (\$500.) or imprisonment for a period not to exceed thirty (30) days, or both; and the Board may institute an action for the purpose of recovering a civil penalty not to exceed one thousand dollars (\$1,000.) for each violation from each person violating the provisions of this section. Each violation on any particular day or night shall constitute a separate violation.

ARTICLE X

Cross-Connection Control Program

§ A172-45. Purpose.

A. The purpose of this Article is to:

- (1) Protect the public potable water supply served by the Somers Consolidated Water District No. 1 from the possibility of contamination or pollution by isolating, within its customers' internal distribution systems, such contaminants or pollutants which could backflow or back-siphon into the public water system.
- (2) Promote the elimination or control of existing cross-connections, actual or potential, between public water supply and its customers' in-plant potable water system and nonpotable systems.
- (3) Provide for the maintenance of a continuing program of cross-connection control which will effectively prevent the contamination or pollution of all potable water systems by cross-connection.

B. Based on information provided by the County Health Department, the Town Board finds that the majority of existing residential customers will present a very low risk to the public water supply and, accordingly, will not be ordinarily required, except in special circumstances, to install protective devices on water service connections.

§ A172-46. Authority.

A. Under Part 5 of the New York State Sanitary Code (5-1.31), the water purveyor has a responsibility to establish a program with the aim of preventing water from unapproved sources, or any other substances, from entering the public potable water system.

§ A172-47. Responsibility of Town Engineer.

The Town Engineer shall be responsible for administering this cross-connection control program for the protection of the public potable water distribution system from contamination or pollution due to the back flow or back-siphonage of contaminants or pollutants through the water service connection. If, in the judgment of the Town Engineer, an approved backflow device is required at the water service connection to any customer's premises, the Town Engineer, or his delegated agent, shall give notice in writing to said customer to install an approved backflow prevention device at each connection to his premises. The customer shall, within ninety (90) days, install such approved device, or devices, at his own expense, and failure or refusal or inability on the part of the customer to install said device or devices within (90) days shall constitute a ground for discontinuing water service to the premises until such device or devices have been properly installed.

§ A172-48. Definitions.

As used in this Article, the following terms shall have the following meanings unless the context shall otherwise require:

APPROVED - Plans/specifications accepted by the Town Engineer and Westchester County Health Department as meeting an applicable specification stated or cited in this regulation or as suitable for the proposed use.

AUXILIARY WATER SUPPLY - Any water supply, on or available to the premises, other than the purveyor's approved public potable water supply.

BACKFLOW - The flow of water or other liquids, fixtures or substances, under positive or reduced-pressure in the distribution pipes of a potable water supply from any source other than its intended source.

BACKFLOW PREVENTER - A device or means designed to prevent backflow or back-siphonage; most commonly categorized as air gap, reduced-pressure-principle device, double-check-valve assembly, pressure vacuum breaker, atmospheric vacuum breaker, hose bibb vacuum breaker, residential dual check, double check with intermediate atmospheric vent and barometric loop.

A. **AIR GAP** - A physical separation sufficient to prevent backflow between the free-flowing discharge end of the potable water system and any other system; physically defined as a distance equal to twice the diameter of the supply side pipe diameter but never less than one (1) inch.

- B. **ATMOSPHERIC VACUUM BREAKER** - A device which prevents back-siphonage by creating an atmospheric vent where there is either a negative pressure or sub-atmospheric pressure in a water system.
- C. **BAROMETRIC LOOP** - A fabricated piping arrangement rising at least thirty five (35) feet at its topmost point above the highest fixture it supplies. It is utilized in water supply systems to protect against back-siphonage.
- D. **DOUBLE-CHECK-VALVE ASSEMBLY** - An assembly of two (2) independently operating spring-loaded check valves with tightly closing shutoff valves on each side of the check valves, plus properly located test cocks for the testing of each check valve.
- E. **DOUBLE-CHECK VALVE WITH INTERMEDIATE ATMOSPHERIC VENT** - A device having two (2) spring-loaded check valves separated by an atmospheric vent chamber.
- F. **HOSE BIBB VACUUM BREAKER** - A device which is permanently attached to a hose bibb and which acts as an atmospheric vacuum breaker.
- G. **PRESSURE VACUUM BREAKER** - A device containing one (1) or two (2) independently operated spring-loaded check valves and an independently operated spring-loaded air inlet valve located on the discharge side of the check or checks. This device includes tightly closing shutoff valves on each side of the check valves and properly located test cocks for the testing of the check valve(s).
- H. **REDUCED-PRESSURE-PRINCIPLE BACKFLOW PREVENTER** - An assembly consisting of two (2) independently operating approved check valves with an automatically operating differential relief valve located between the two (2) check valves, tightly closing shutoff valves on each side of the check valves plus properly located test cocks for the testing of the check valves and the relief valve.
- I. **RESIDENTIAL DUAL CHECK** - An assembly of two (2) spring-loaded, independently operating check valves without tightly closing shutoff valves and test cocks; generally employed immediately downstream of the water meter to act as a containment device.

BACK PRESSURE - A condition in which the owner's system pressure is greater than the supplier's system pressure.

BACK-SIPHONAGE - The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

COMMISSION - The State of New York Water Supply and Pollution Control Commission.

CONTAINMENT - A method of backflow prevention which requires a testable backflow prevention device (RPZ or a DBL check valve) at the water service entrance.

CONTAMINANT - A substance that will impair the quality of the water to a degree that it creates a serious health hazard to the public leading to poisoning or the spread of disease.

CROSS-CONNECTION - Any actual or potential connection between the public water supply and a source of contamination or pollution.

DEPARTMENT - The Town of Somers Engineering Department or its delegated representative in charge of the cross-connection program.

FIXTURE ISOLATION - A method of backflow prevention in which a backflow preventer is located to correct a cross connection at an in-plant location rather than at a water service entrance.

OWNER - Any person who has legal title to a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present.

PERSON - Any individual, partnership, company, public or private corporation, political subdivision or agency of the State Department, agency or instrumentality of the United States or any other legal entity.

PERMIT - A document issued by the Town Engineer which allows the installation and use of a backflow preventer.

POLLUTANT - A foreign substance that, if permitted to get into the public water system, will degrade its quality so as to constitute a moderate hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably effect such water for domestic use.

WATER SERVICE ENTRANCE - That point in the owner's water system beyond the sanitary control of the district; generally considered to be the outlet end of the water meter and always before any unprotected branch.

TOWN ENGINEER - The Town Engineer, or his delegated representative in charge of the cross-connection program, is invested with the authority and responsibility for the implementation of a cross-connection control program and for the enforcement of the provisions of this Article.

§ A172-49. Administration.

A. The Department will operate a cross-connection control program, to include the keeping of necessary records, which fulfills the requirements of the Commission's cross connection regulations and is approved by the Commission.

B. The owner shall allow his property to be inspected for possible cross-connections and shall follow the provisions of the Department's program and the Commission's regulations if a cross-connection is permitted.

C. If the Department requires that the public supply be protected by containment, the owner shall be responsible for water quality beyond the outlet end of the containment device and should utilize a containment device for that purpose.

D. The owner may utilize public health officials or personnel from the Department, or their delegated representatives, or a private contractor to assist him in the survey of his facilities and to assist him in the selection of proper containment devices and the proper approval and installation of these devices.

§ A172-50. Responsibilities of Department and owners.

A. Department.

- (1) On new installations, the Department will provide on-site evaluation and/or inspection of plans in order to determine the type of backflow preventer, if any, that will be required, will issue permits and perform inspections. In any case, a minimum of a dual-check valve will be required in any new construction.
- (2) For premises existing prior to the start of this program, the Department will perform evaluations and inspections of plans and/or premises and inform the owner by letter of any corrective action deemed necessary, the method of achieving the correction and the time allowed for the correction to be made. Ordinarily, ninety (90) days will be allowed; however, this time period may be shortened depending upon the degree of hazard involved and the history of the device(s) in question.
- (3) The Department will not allow any cross-connection to remain unless it is protected by an approved backflow preventer for which a permit has been issued and which will be regularly tested and rebuilt every five (5) years to ensure satisfactory operation.

- (4) The Department shall inform the owner, by letter, of any failure to comply, by the time of the first reinspection. The Department will allow an additional fifteen (15) days for the correction. In the event that the owner fails to comply with the necessary correction by the time of the second reinspection, the Department will inform the owner, by letter, that the water service to the owner's premises will be terminated within a period not to exceed five (5) days. In the event that the owner informs the Department of extenuating circumstances as to why the correction has not been made, a time extension may be granted by the Department but in no case will exceed an additional thirty (30) days.
- (5) If the Department determines at any time that a serious threat to the public health exists, the water service will be terminated immediately.
- (6) The Department shall have on file a list of private contractors who are certified back flow device testers. All charges for these tests will be paid by the owner of the building or property.
- (7) The Department will begin initial premises inspections to determine the nature of existing or potential hazards, following the approval of this program by the Commissioner, during the calendar year (1994). Initial focus will be on high-hazard industries and commercial premises.

B. Owner.

- (1) The owner shall be responsible for the elimination or protection of all cross-connections on his premises.
- (2) The owner, after having been informed by a letter from the Department, shall, at his expense, install, maintain and test or have tested any and all backflow preventers on his premises.
- (3) The owner shall correct any malfunction of the backflow preventer which is revealed by periodic testing.
- (4) The owner shall inform the Department of any proposed or modified cross-connections and also any existing cross-connections of which the owner is aware but has not been found by the Department.
- (5) The owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Owners who cannot shut down operation for testing of the device(s) must supply additional devices necessary to allow testing to take place.
- (6) The owner shall install back flow preventers in a manner approved by the Department.

- (7) The owner shall install only backflow preventers which are approved by the Department and listed on the New York State Department of Health list of acceptable devices.
- (8) Any owner having an existing private well or other private water source must have a permit if the well or source is cross-connected to the District's system. Permission to cross-connect may be denied by the Department. The owner may be required to install a backflow preventer at the service entrance if a private water source is maintained, even if it is not cross-connected to the District's system.
- (9) In the event that the owner installs plumbing to provide potable water for domestic purposes which is on the Department's side of the back flow preventer, such plumbing must have its own backflow preventer installed.
- (10) The owner shall be responsible for the payment of all fees for permits, annual or semi-annual device testing, retesting in the case that the device fails to operate correctly and second re-inspections for noncompliance with Department requirements.

§ A172-51. Degree of hazard.

The Department recognizes the potential threat to the public water system arising from cross-connections. All potential threats will be classified by degree of hazard and will require the installation of approved reduced-pressure-principle backflow prevention devices or double check valves.

§ A172-52. Permits.

The Department shall not permit a cross-connection within the public water supply system unless it is considered necessary and that it cannot be eliminated.

- A. Cross-connection permits that are required for each backflow prevention device are obtained from the Department. A fee of twenty-five dollars (\$25.) will be charged for the initial permit and three dollars (\$3.) for the renewal of each permit.
- B. Permits shall be renewed every three (3) years and are nontransferable. Permits are subject to revocation and become immediately revoked if the owner should so change the type of cross-connection or degree of hazard associated with the service.
- C. A permit is not required when fixture isolation is achieved with the utilization of a non-testable backflow preventer.

§ A172-53. Existing in-use backflow prevention devices.

Any existing in-use backflow preventer shall not be allowed by the Department to continue in service if its use results in an unreasonable risk to public health or if the degree of hazard is such as to supersede the effectiveness of the present backflow preventer, or if the installation does not meet the requirements. If the device is over five (5) years of age, the device must be rebuilt to meet these requirements. Where the degree of hazard has increased, as in the case of a residential installation converting to a business establishment, any existing backflow preventer must be upgraded to a reduced-pressure-principle device, or a reduced-pressure-principle device must be installed in the event that no backflow device was present.

§ A172-54. Periodic testing.

A. Reduced-pressure-principle backflow devices shall be tested and inspected at least annually with copies of the certification submitted to the Department.

B. Periodic testing shall be performed by the owner's certified tester. This testing will be done at the owner's expense.

C. Any backflow preventer which fails during a periodic test will be repaired or replaced at the owner's expense. High-hazard situations will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. In other situations, a compliance date of not more than thirty (30) days after the test date will be established. The owner is responsible for spare parts, repair tools or a replacement device for the rebuilding of the device every five (5) years. Parallel installation of two (2) devices is an effective means of the owner insuring uninterrupted water service during testing or repair of devices and is strongly recommended when the owner desires such continuity.

D. Backflow prevention devices will be tested more frequently than specified in Subsection A above in cases where there is a history of test failures and the Department feels that due to the degree of hazard involved, additional testing is warranted. Cost of the additional test will be borne by the owner.

§ A172-55 . Records and reports.

A. Records. The Department will initiate and maintain the following:

- (1) The master files on customer cross-connection tests and/or inspection.
- (2) Master files on cross-connection permits.
- (3) Copies of permits and permit applications.
- (4) Copies of lists and summaries supplied to the Department.

B. Reports. The Department will submit the following to the Commission:

- (1) Initial listing of low-hazard cross-connections to the state.
- (2) Initial listing of high-hazard cross-connections to the state.
- (3) Annual update lists of items in Subsection B(1) and (2) above.
- (4) Annual summary of cross-connection inspections to the state.
- (4) Annual summary of cross-connection inspections to the state.

§ A172-56. Residential dual check.

A. Effective the date of adoption of this Cross-Connection Control Program for the Town of Somers, all new residential buildings within the Water District boundaries will be required to install a residential dual check device immediately downstream of the water meter. Installation of this residential dual check device on a retrofit basis on existing service lines will be instituted at a time and at a potential cost to the homeowner as deemed necessary by the Department.

B. The owner must be aware that installation of a residential dual check valve results in a potential closed plumbing system within his residence. As such, provisions may have to be made by the owner to provide for thermal expansion within his closed loop system, i.e., the installation of thermal expansion devices and/or pressure relief vales.

§ A172-57. Strainers.

The Department strongly recommends that all new retrofit installations of reduced-pressure-principle devices and double check valve backflow preventers include the installation of strainers located immediately upstream of the backflow device. The installation of strainers will preclude the fouling of backflow devices due to both foreseen and unforeseen circumstances occurring to the water supply system such as water main repairs, water main breaks, fires, periodic cleaning and flushing of mains, etc. These occurrences may stir up debris within the water main that will cause fouling of backflow devices installed without the benefit of strainers.

§ A172-58. Effective Date.

This Local Law shall be effective immediately upon the later of filing of same with the Secretary of State of the State of New York or January 1, 2022.

APPENDIX A

Consolidated Water District Rates

Quarterly Service Charge: (Based on Meter Size)

Meter Size	In District	Out of District : (In Districts Rate Multiplied By 1.25)
5/8"	\$56.23	\$70.29
3/4"	\$83.02	\$103.78
1"	\$112.90	\$141.13
1.5"	\$219.17	\$274.63
2"	\$352.00	\$440.00
4"	\$1069.30	\$1336.63
6"	\$1594.00	\$1992.50
8"	\$2243.20	\$2804.00

In District:

1 to 25,000 gallons \$7.40 per 1,000 gallons or portion thereof.

25,001 to 100,000 gallons \$8.36 per 1,000 gallons or portion thereof.

100,001 gallons and above \$12.22 per 1,000 gallons or portion thereof.

Out of District: (In Districts Rate Multiplied By 1.25)

1 to 25,000 gallons \$9.25 per 1,000 gallons or portion thereof.

25,001 to 100,000 gallons \$10.45 per 1,000 gallons or portion thereof.

125,001 gallons and above 15.28 per 1,000 gallons or portion thereof.

Bulk Hauler Rate.

All bulk hauler purchasers of water shall pay \$20.00 per 1,000 gallons inside the district and \$40.00 per 1,000 gallons outside the district. Minimum bulk hauler purchase shall be deemed to be 1,000 gallons.

APPENDIX B

Town of Somers Water District Fee Schedule		
Somers Consolidated Water District No. 1		
Reference	Fee	
Water Main Extension (But-in-Fee): For all extensions of water mains without an existing water district, the applicant for such an extension shall pay the sum of \$8,000 per dwelling unit serviced or to be serviced by such extension. The fee shall be paid at the time the building permit is issued.	\$8,000 Per dwelling unit to be serviced	
Service Line Connections (residential & commercial): The application fee for all residential and commercial water service connections are as set forth in the following table. The application fee for three-fourths- and one-inch service connections includes the tap application, the service line inspection and either one five-eighths by three-fourths-inch meter or a one-inch meter. The application fee for service connections 1 1/4 inches through eight inches includes the tap application and the service line inspection.	In-District	Out of District
3/4 inch	\$600	\$8,000
1 Inch	\$800	\$8,000
1.25 Inch	\$900	\$8,000
1.5 inch	\$1,000	\$8,000
2 Inch	\$1,100	\$8,000
4 Inch	\$1,200	\$8,000
6 Inch	\$1,500	\$8,000
8 Inch	\$1,500	\$8,000
Damaged Water Meter Charge:		
5/8 x 3/4 Inch	\$235.00	
1 Inch	\$300.00	
1.25 inch and larger	At owners expense	
Replacement of Radio Transmitter:	\$250.00	
Restoring water service:	\$50.00	
Final reading:	\$20.00	
Backflow Prevention:	\$100.00 Per device to review and submit plans	

Sent to:-
TB, TA, TC
9/9/2021
120

Northern Westchester County DRAFT Wireless Telecommunications Infrastructure Master Plan

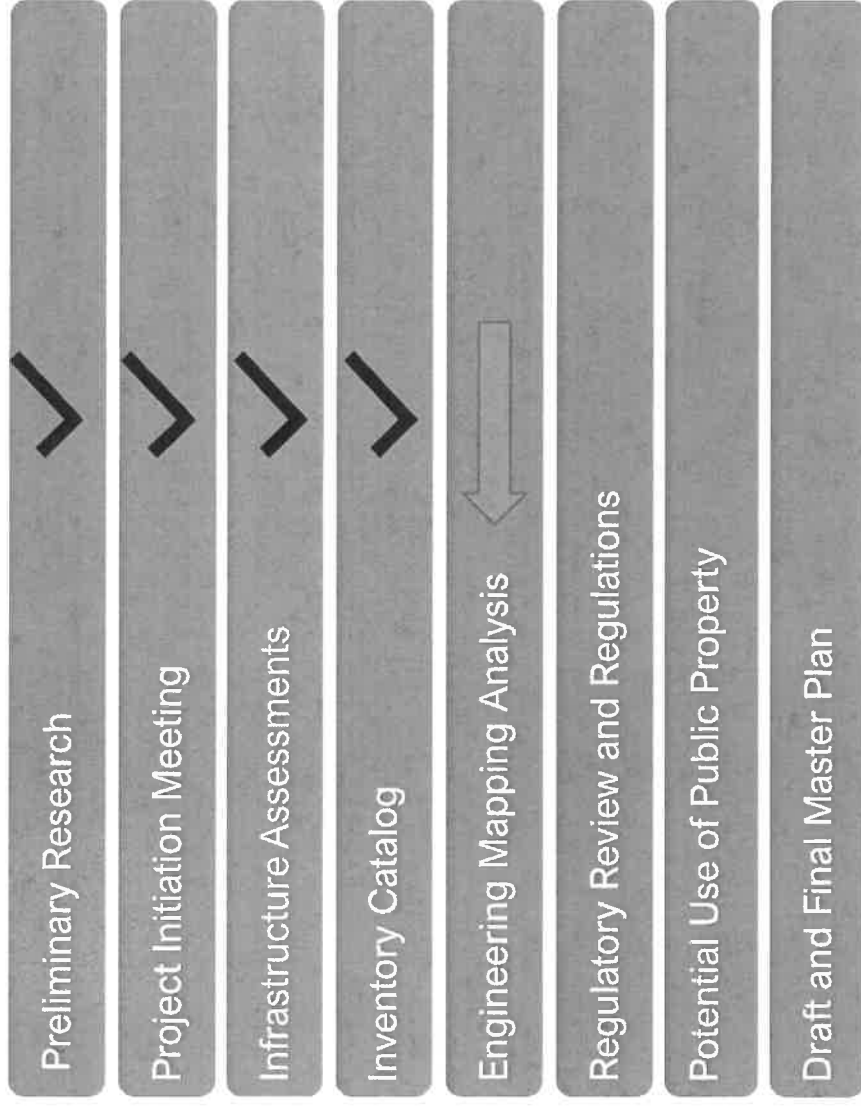
Town of Somers

September 9, 2021

CityScape
CONSULTANTS, INC.



Northern Westchester County Wireless Tasks and Deliverables



Wireless Telecommunications History



1G



2G & 3G



4G & 5G Enabled

- 1G service provided voice calls only.
- 2G service included voice, texting and data.
- 3G service offered in early 2000's improved data speeds (Providers retiring 1-3G CDMA in 2022).
- iPhone in 2007 offers thousands of applications and introduces smart phone technology.
- 4G service on AWS and LTE began around 2010 and increased data speeds; included new 700 and 2100 MHz frequencies (smaller handsets, Internet access, longer battery life).
- 5G service increases wireless bandwidth for faster transfer of data, Internet of Things (IoT).

Quick Facts:

- Over 49% of U.S. households have “cut the cord” and are wireless only
- 45 million Americans use mobile phones as their primary Internet access device
- 80% of an estimated 240 million 9-1-1 calls are made from wireless devices
- 2.4 million students connected
- More use of data intensive applications such as Facetime, Internet, Streaming Music and HD Movies, Social Media, etc
- Smart houses, smart cars, smart industry

76%

of travelers say a mobile phone is the most important trip accessory.

85%

of photos taken in 2017 were captured on a smartphone

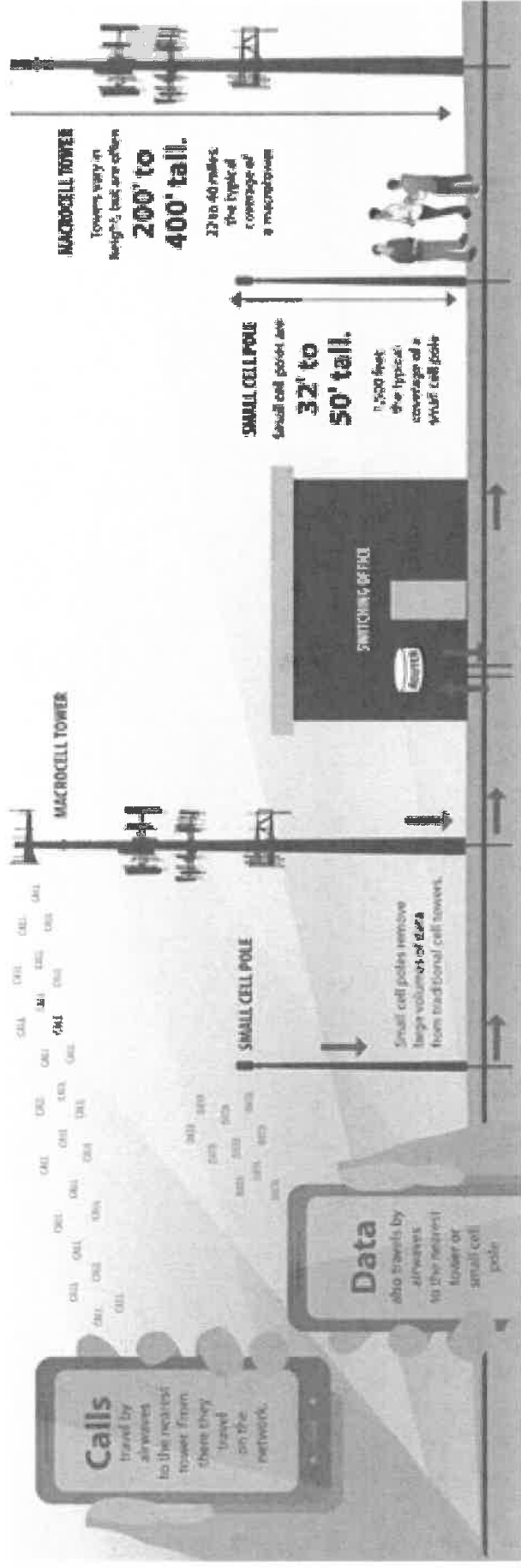
330%

growth in health & fitness apps over the last three years.

31B

connected devices predicted by 2023.

Source: CTIA Wireless Quick Facts, 2019, 2020



Wireless Network Planning/Mapping

MACRO AND SMALL WIRELESS FACILITIES FOR SEAMLESS CONNECTIVITY



Site M2 Macrocell Tower Semi-Concealed



Site S9 Macrocell Tower Concealed



Site S11 Macrocell Base Station Non-Concealed



Site Y2 Macrocell Base Station Concealed

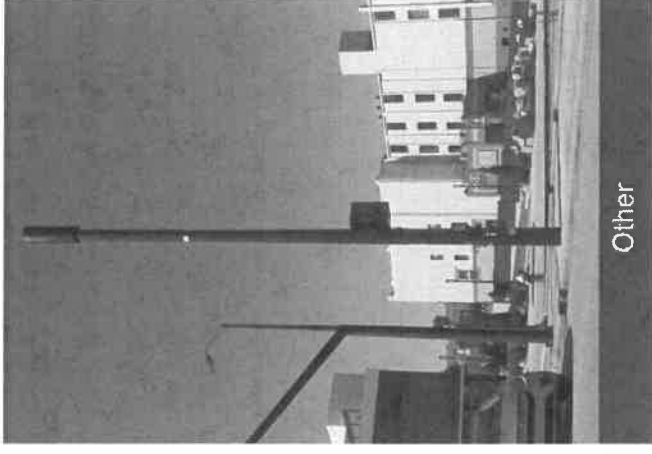
Macrocell Facility Sites



Site S4



Site S5



Other

Small Wireless Facility Sites

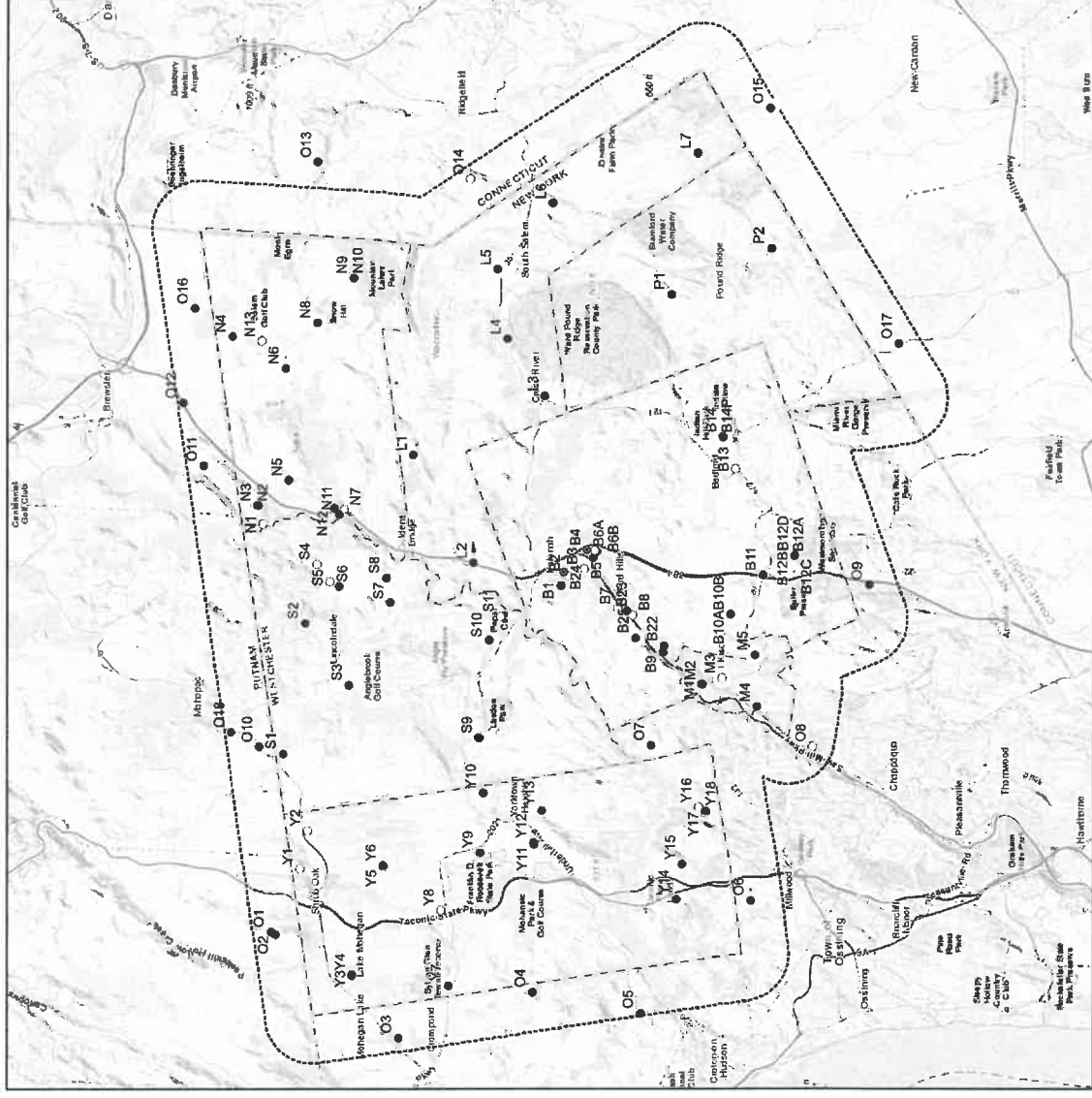
Mapping



Northern Westchester County Inventory

- Town of Bedford: 21
- Town of Lewisboro: 7
- Town/Village of Mount Kisco: 5
- Town of North Salem: 13
- Town of Pound Ridge: 2
- Town of Somers: 11
- Town of Yorktown: 18
- One-Mile Perimeter: 18

(95) Total Wireless Facilities



Inventory by Structure Type

Towers in Somers (8)

- 8 Existing

Towers in one-mile perimeter (11)

- 9 Existing
- 2 Inquiries

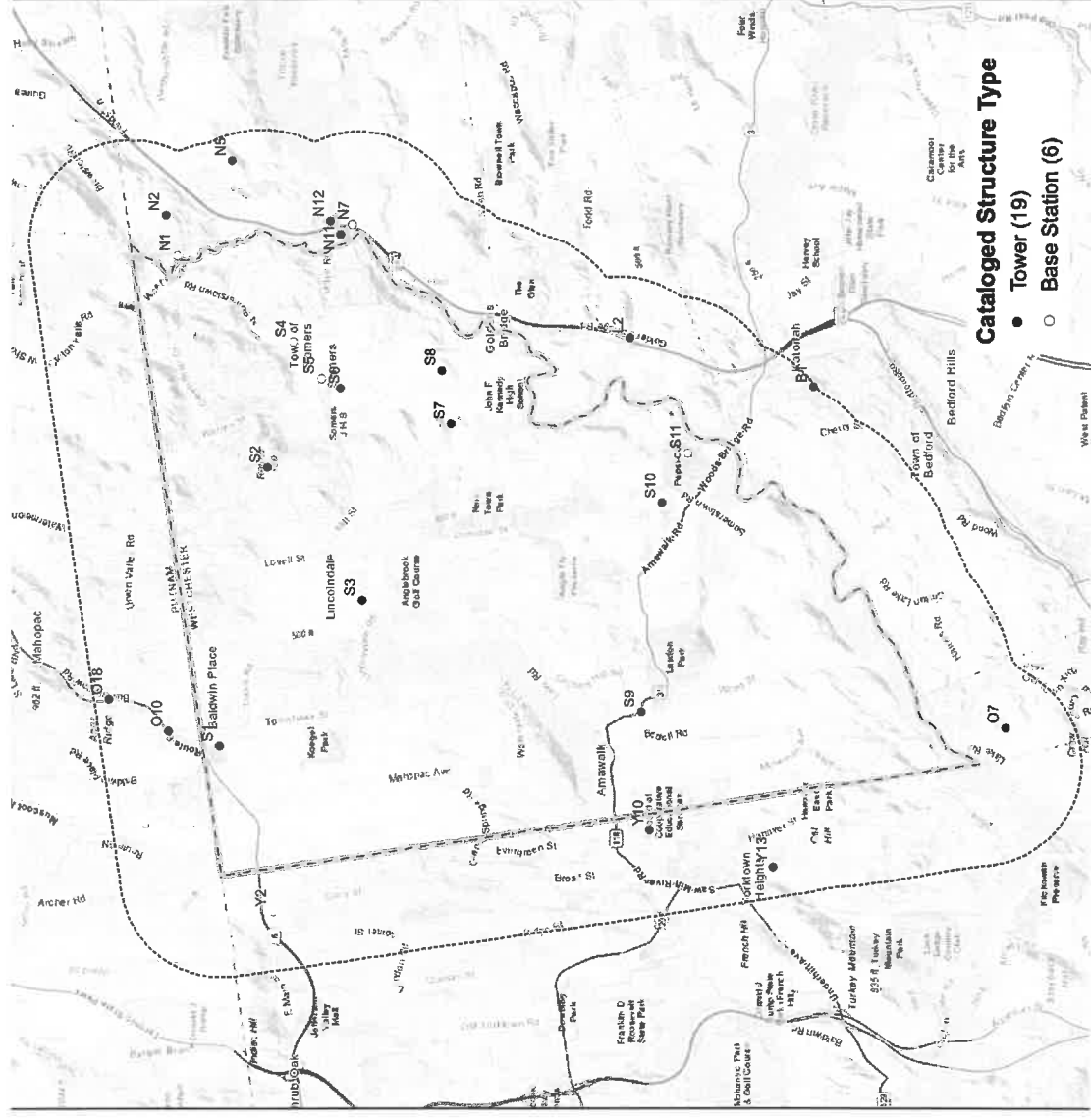
Base Stations in Somers (3)

- 3 Existing

Base Stations in one-mile perimeter (3)

- 3 Existing

25 Sites In Study Area



Inventory by PWSF Antenna Type

Macro facilities in Somers (9)

- 9 Existing

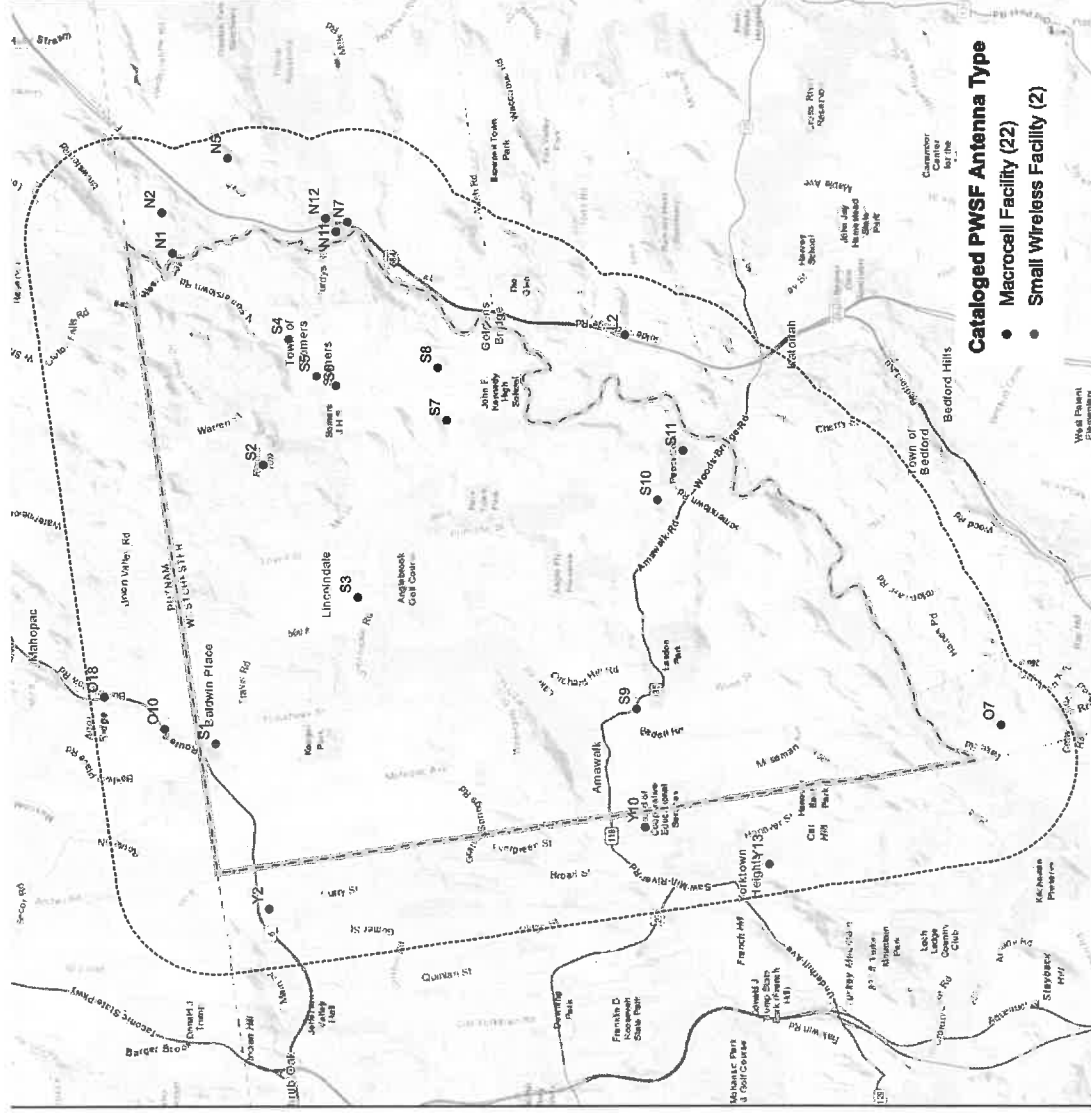
Macro facilities in one-mile perimeter (21)

- 19 Existing
- 2 Inquiries

Small Wireless Facilities in Somers (2)

- 2 Existing

24 PWSF Sites In Study Area



Inventory by All Antenna Type

Macro only facilities in Somers (8)

- 8 Existing

Macro facilities only in one-mile perimeter (10)

- 8 Existing
- 2 Inquires

Small wireless facilities in Somers (2)

- 2 Existing

Public safety and macro in Somers (1)

- 1 Existing

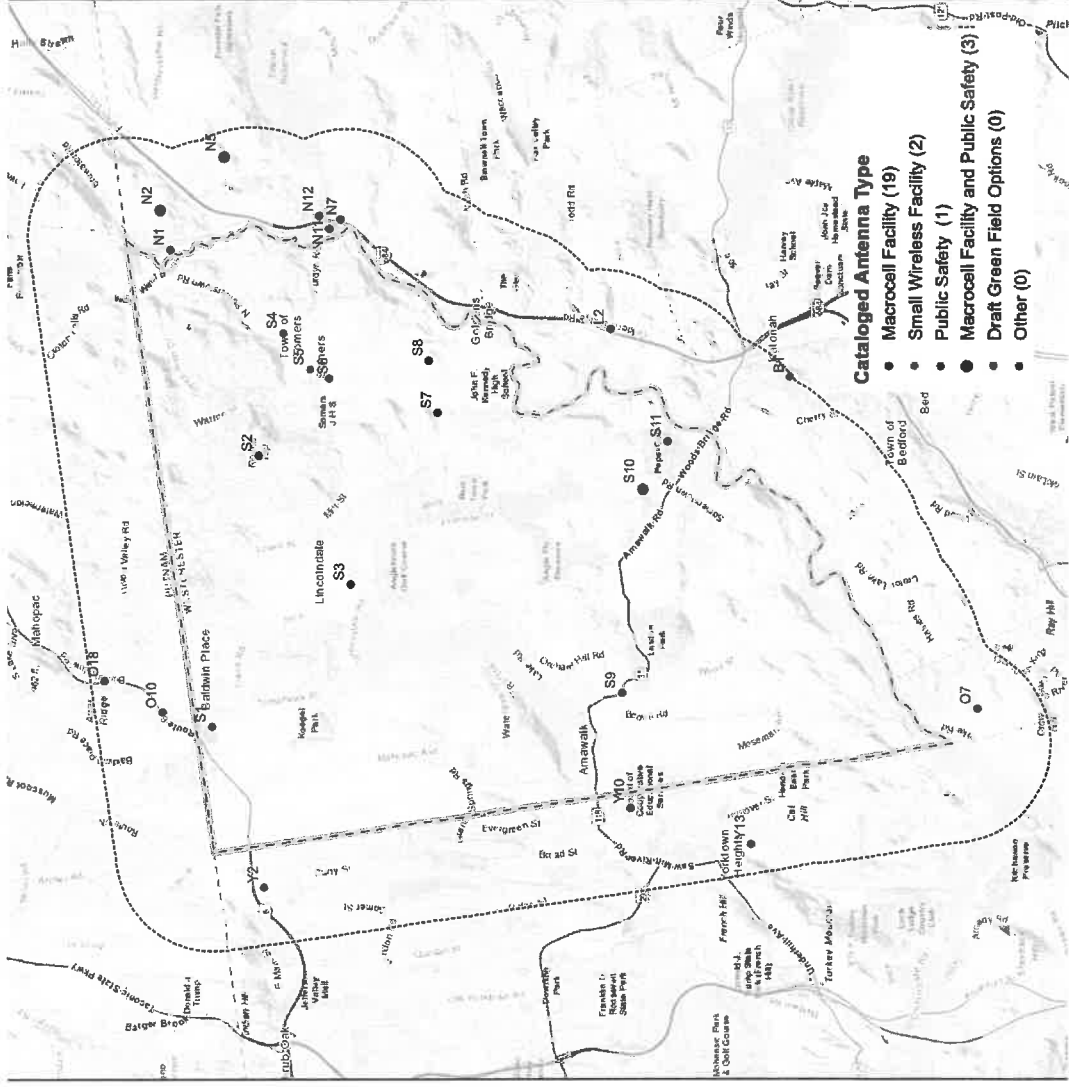
Public safety and macro in one mile perimeter (2)

- 2 Existing

Public safety only in one-mile perimeter (1)

- 1 Existing

25 Sites In Study Area



Inventory by Location

Private property in Somers 7 Existing

Private property in one mile perimeter (11)

- 10 Existing
- 1 Inquiry

Public property in Somers 2 Existing

Public property in one mile perimeter 1 Existing

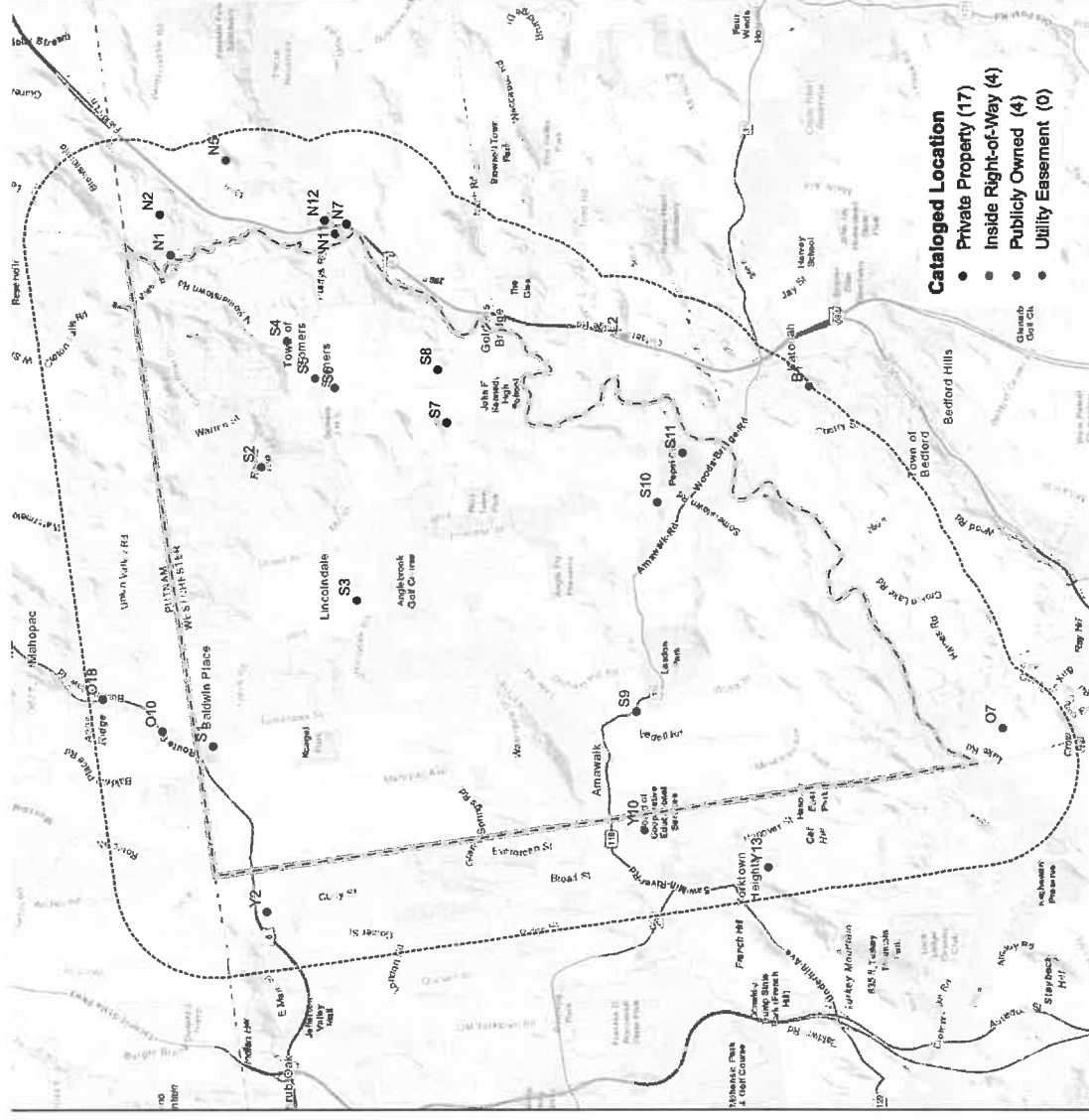
Inside Right-of-Way in Somers 2 Existing

Inside Right-of-Way in one mile perimeter (2)

- 1 Existing
- 1 Inquiry

Utility Easement (0)

25 Sites In Study Area



Inventory by Design Type

Concealed in Somers (4)

- 4 Existing

Concealed in one-mile perimeter (3)

- 3 Existing

Semi-Concealed in Somers (1)

- 1 Existing

Semi-Concealed in one-mile perimeter (2)

- 2 Existing

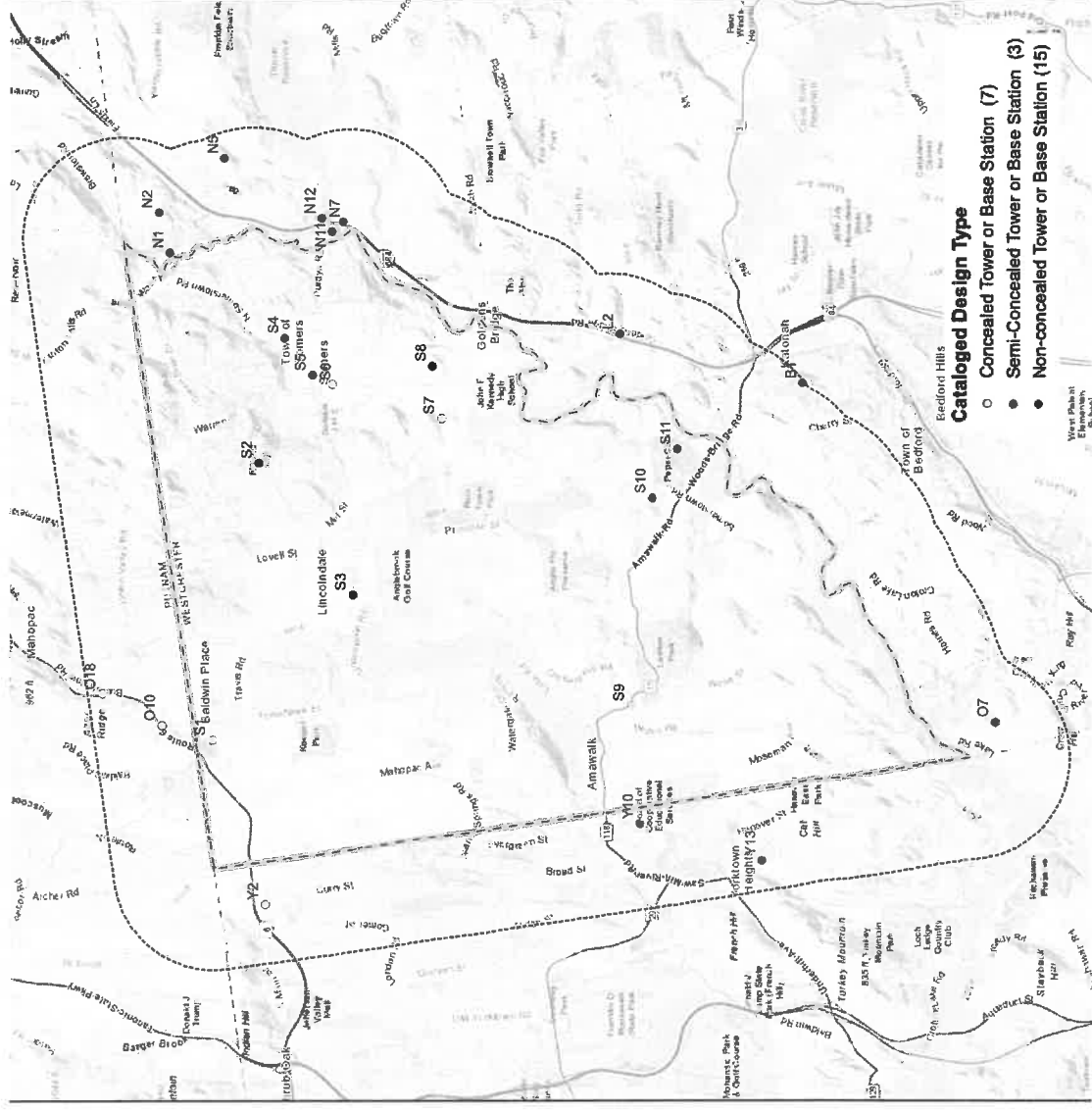
Non-Concealed in Somers (6)

- 6 Existing

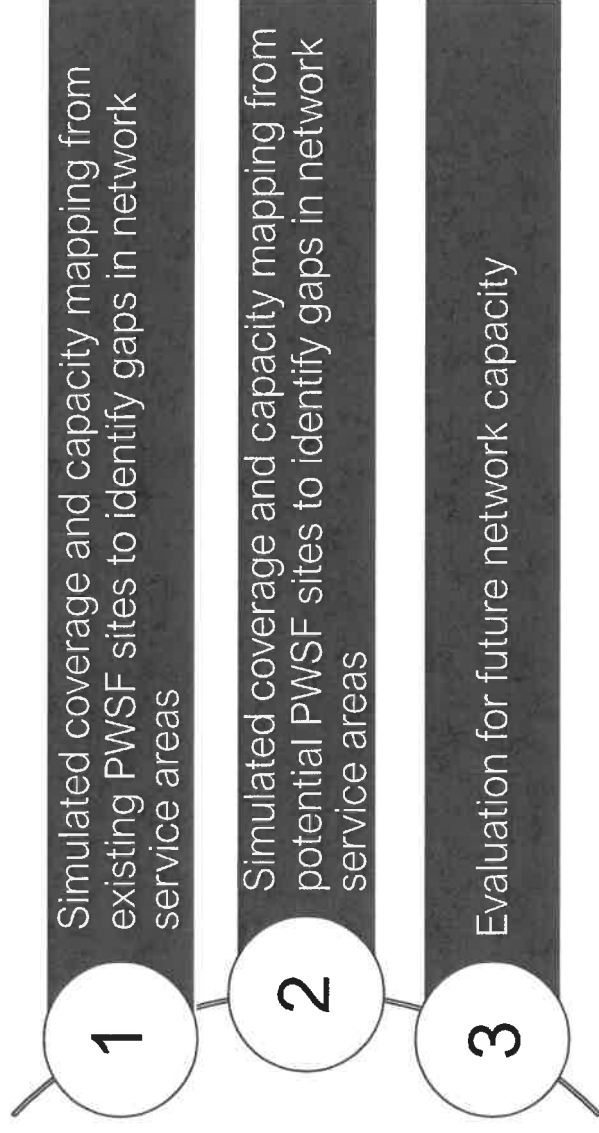
Non-Concealed in one-mile perimeter (9)

- 7 Existing
- 2 Inquires

25 Sites In Study Area



Simulated Propagation Coverage Maps



Coverage Map For A Single Provider

- High frequency coverage map
- Assumes same provider at each site
- Level of propagation signal strength is shown through the gradation of colors from yellow to blue or no color

→ **Yellow** – superior; strong enough to operate within most buildings

→ **Green** – average; strong enough to operate in vehicle but not inside most buildings

→ **Blue** – acceptable; strong enough to operate outside but not in most vehicles or buildings

→ **No color** – poor; no service or dropped calls; gaps where new sites will be needed



PWSF Existing Coverage Somers Study Area

Site Numbers in Study Area

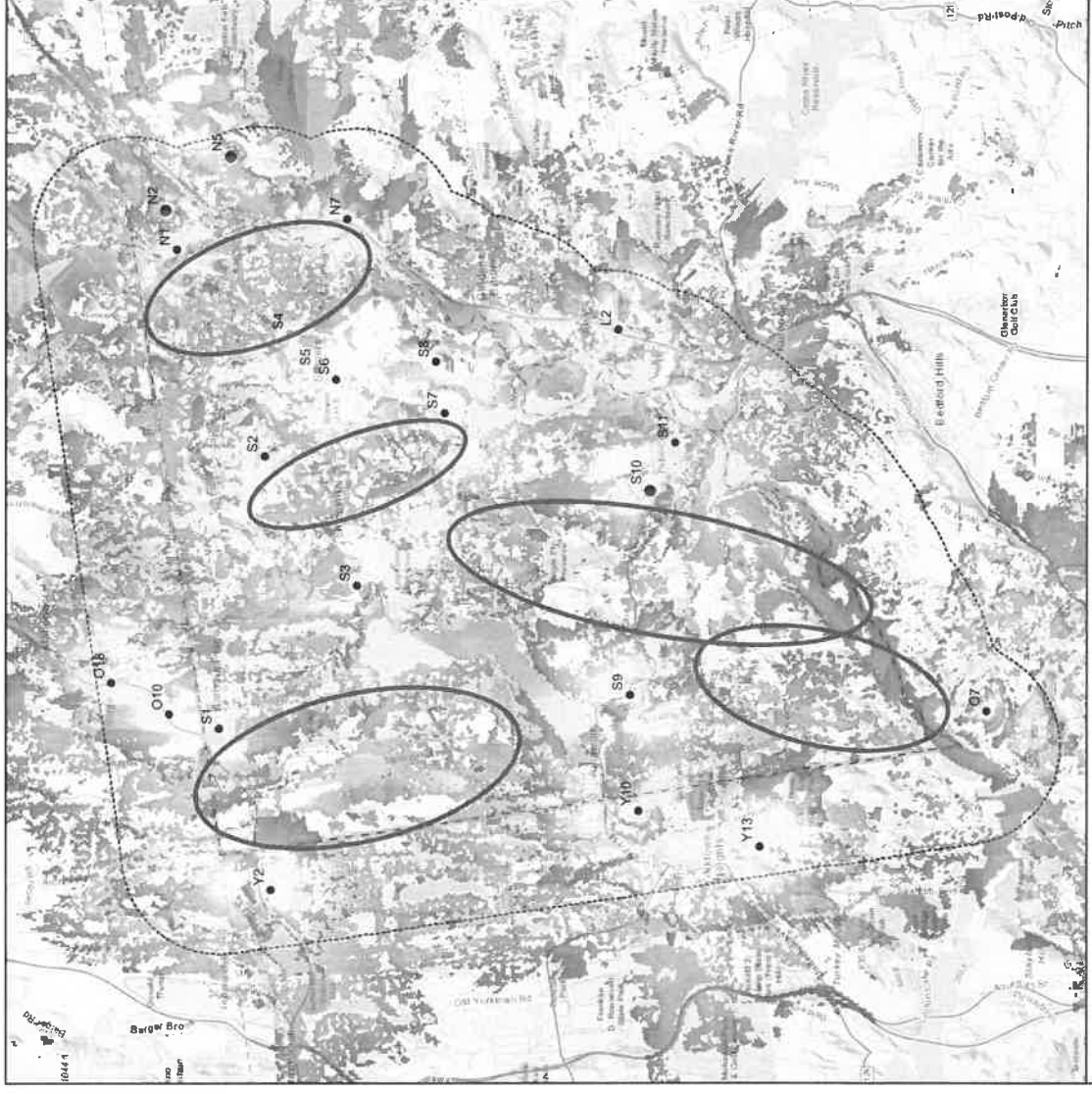
- | | |
|-----|-----|
| S1 | O10 |
| S2 | O18 |
| S3 | Y2 |
| S4 | Y10 |
| S5 | Y13 |
| S6 | N1 |
| S7 | N2 |
| S8 | N5 |
| S9 | N7 |
| S10 | L2 |
| S11 | O7 |

22 Sites in Study Area



Coverage Map For All PWSF Sites

- Ridgelines generally north south pattern
- Topography between S1 and Y2; S2 and S3; and S2 to S9 and S10 is significant resulting in gaps in the lower elevations
- S2 has no handoff northward and poor handoff eastward
- Southeast corner lacking facilities
- Sites within 1-mile buffer proving considerable coverage along perimeter of Town



Coverage Comparisons Between Potential and Existing PWSF Sites



- If a macro facility is added to existing **B1** it would have no impact on the Somers coverage map
 - Very unlikely a macro facility would ever be added to **B1**
- For these reasons CityScape will use the PWSF coverage map as the base map in the analysis

Cataloged PWSF Antenna Type People Per Square Mile

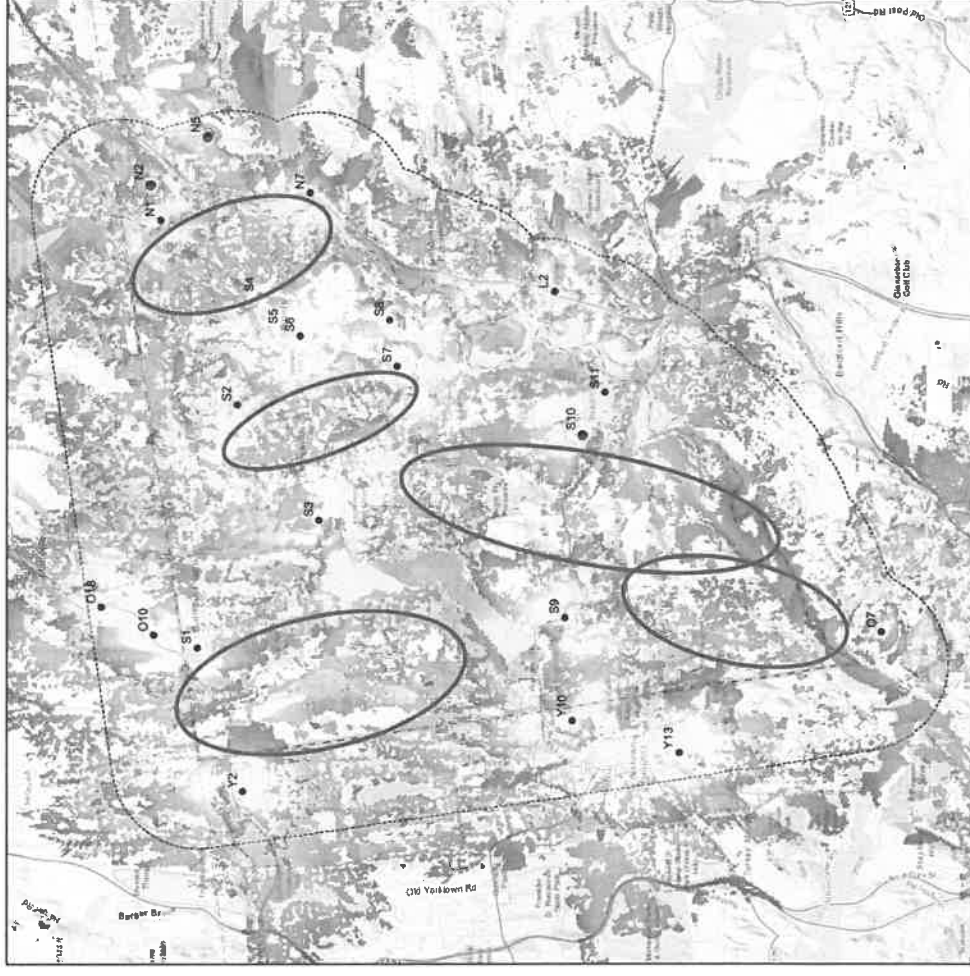
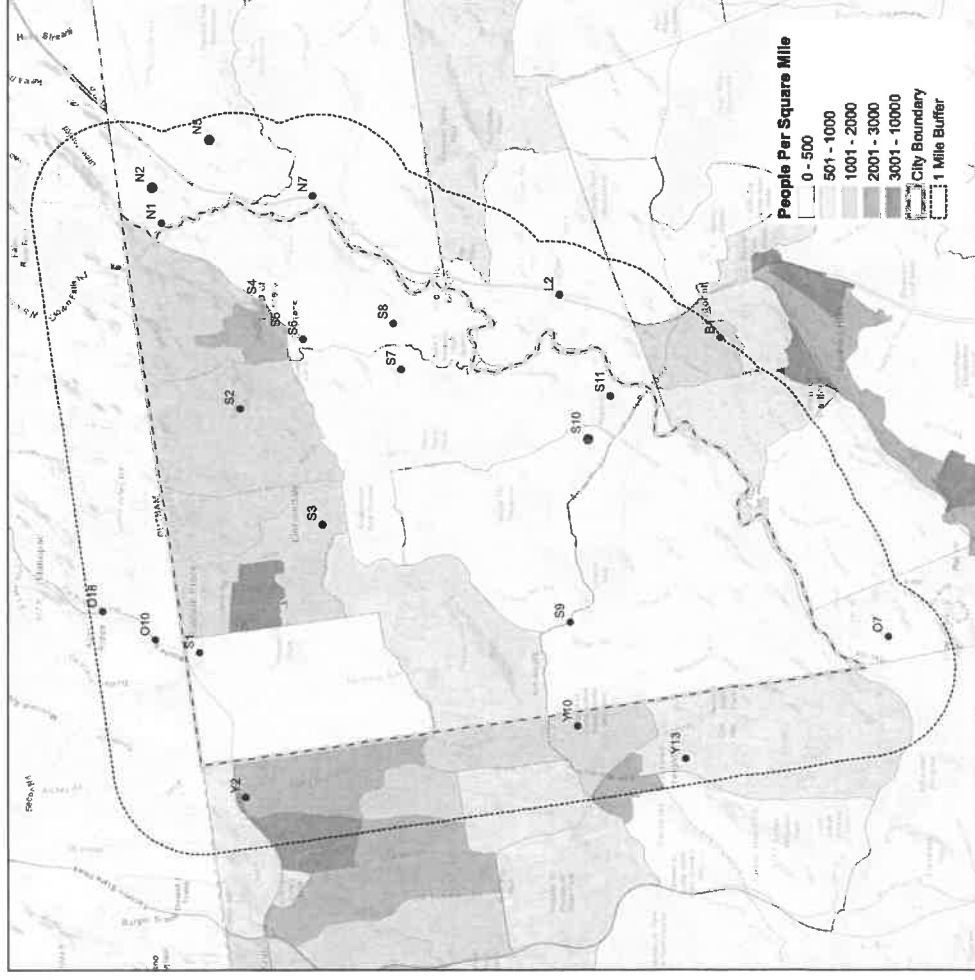
- Macrocell Facility (74)
- Small Wireless Facility (5)

0 - 500
501 - 1000
1001 - 2000
2001 - 3000
3001 - 10000

NWCCounty Cities
1 Mile Buffer

More PWSF's In Higher Density Areas and Along Major Traffic Corridors

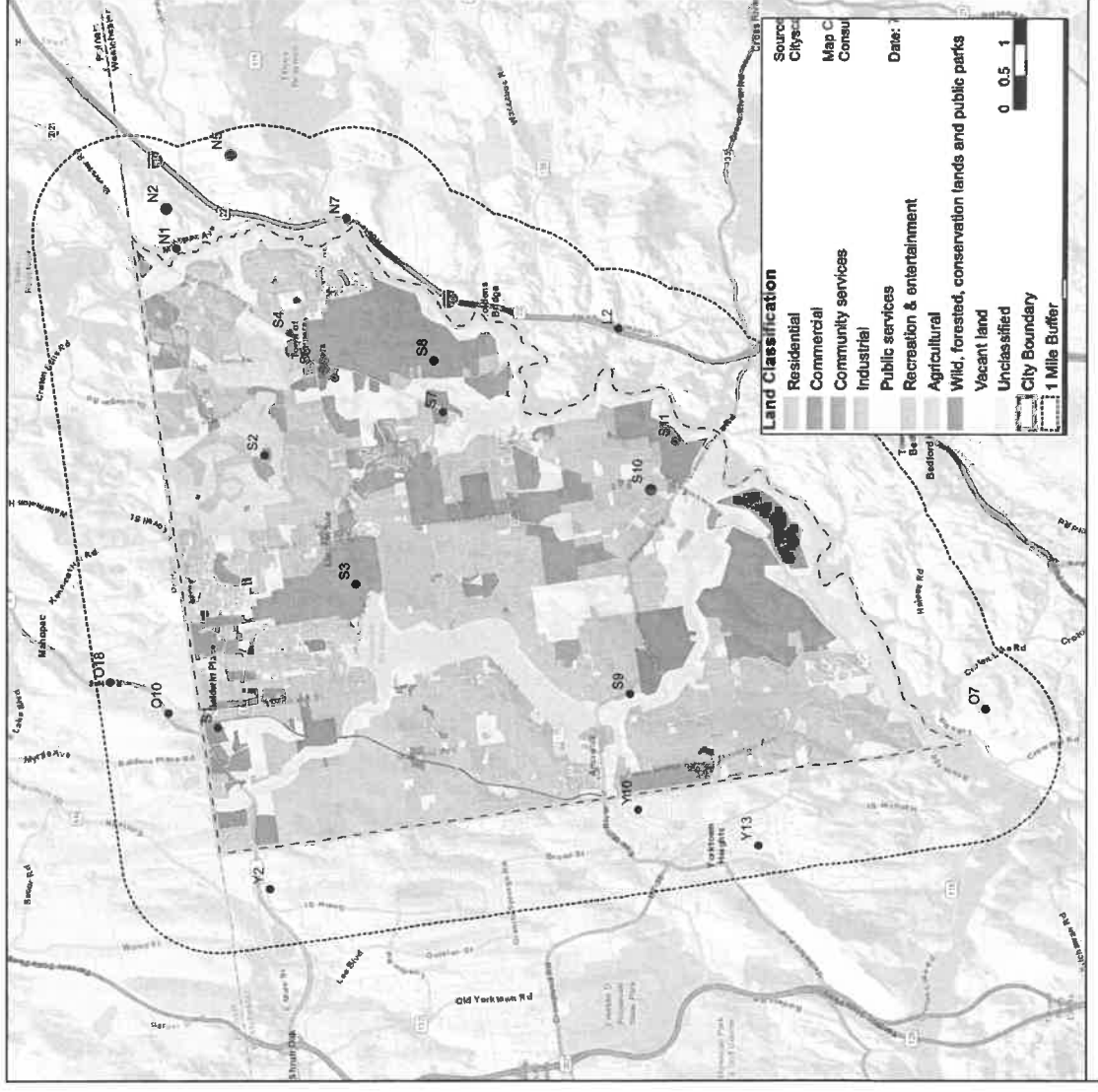
Coverage Gaps in Somers Compared to People Per Square Mile



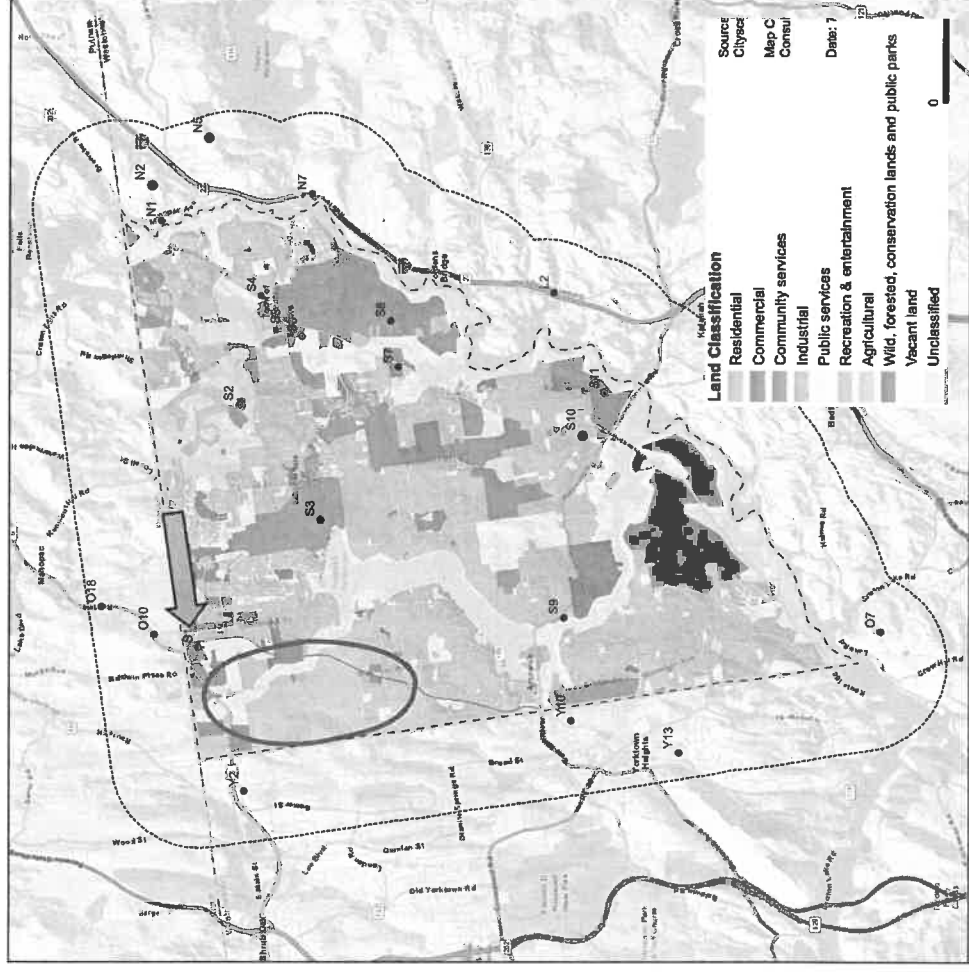
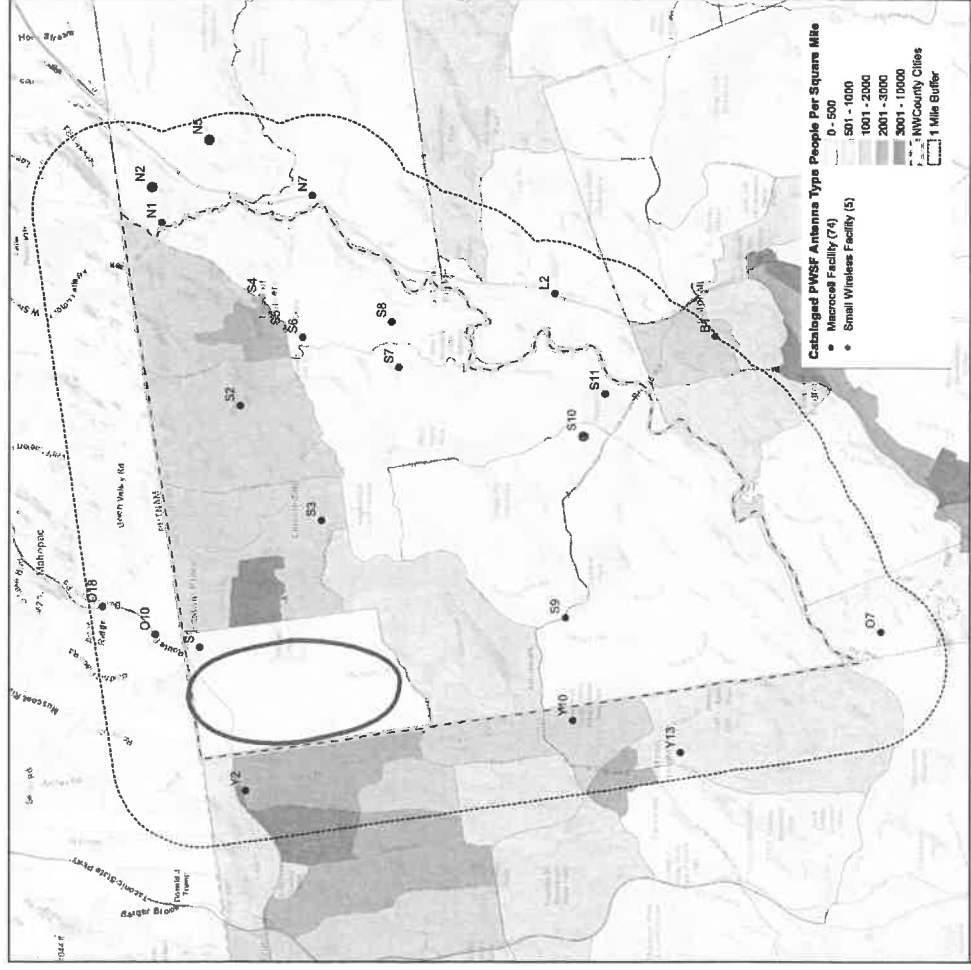
More PWSF's Are Needed In Higher Density Areas And Along Major Traffic Corridors And In Gaps

Coverage Gap Analysis Land Classification

- Somers largely residential with 7,607 parcels
- Vacant land second largest land use by parcel (858 parcels)
- Community services - 127 parcels
- Public services – 108 parcels
- Commercial -104 parcels
- Wild, forested, conservation land & public parks – 80 parcels
- Agricultural – 27 parcels
- Recreation & entertainment – 13 parcels
- Industrial – 0 parcels

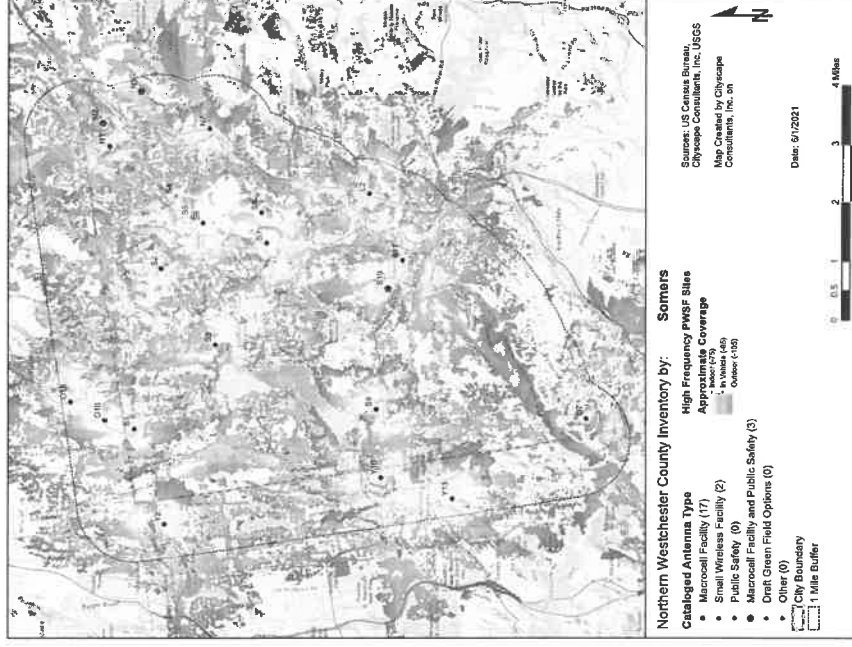
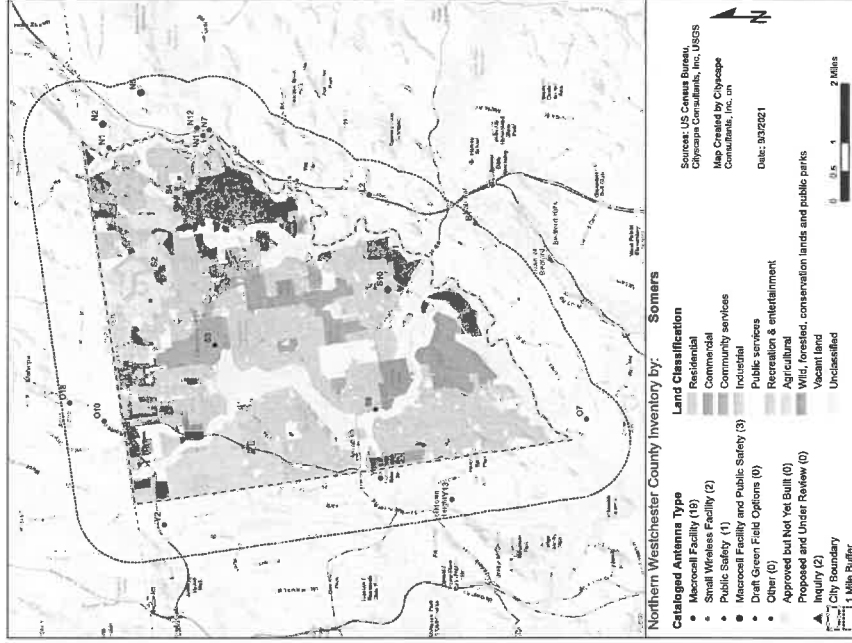
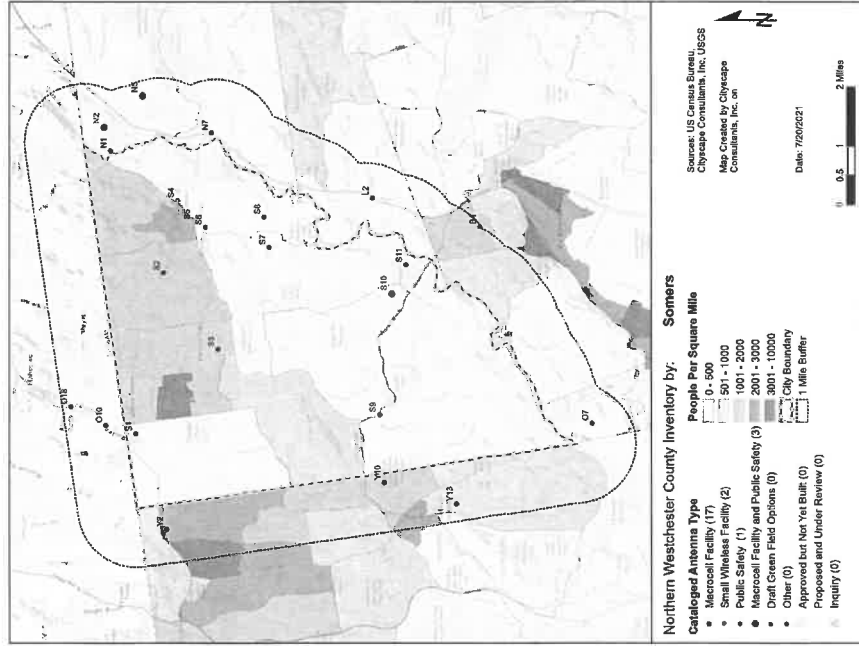


Coverage Gaps in Somers Compared to People Per Square Mile



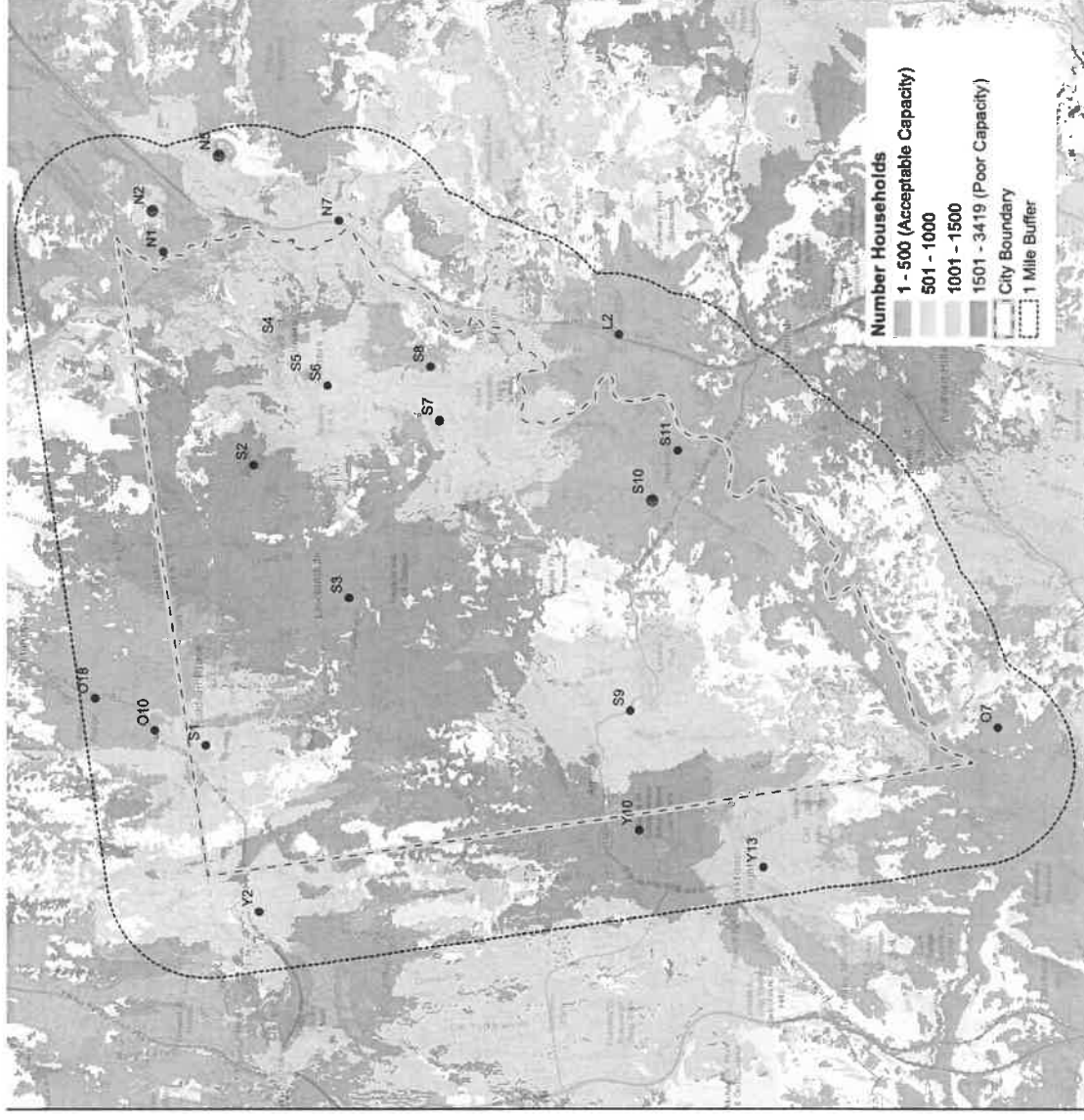
High density residential land use areas coupled with commercial centers throughout the Village will overload network capacity

Anticipated Gap Fill-in



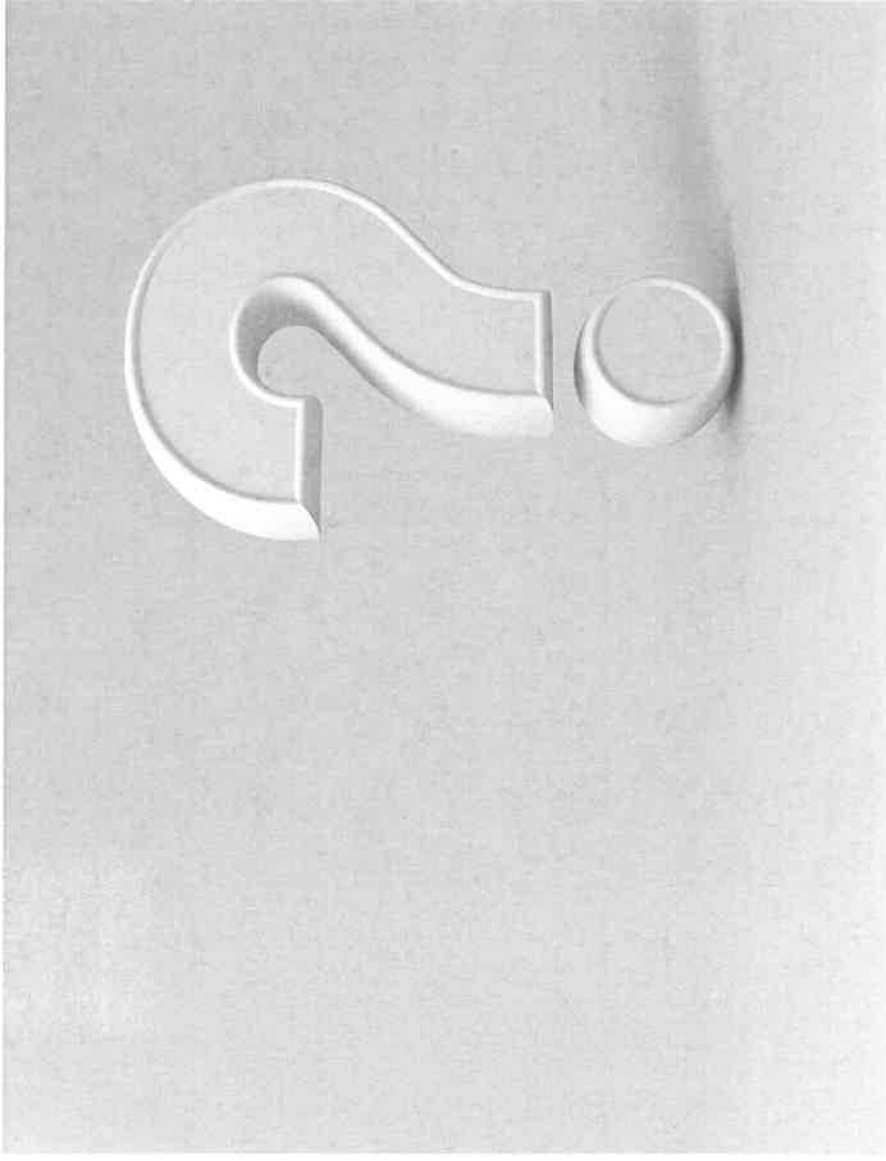
Network Capacity for a Single Provider

- Simulates areas with potential capacity problems
- Level of propagation signal strength is shown through the gradations of colors from green to red
- Areas with no coloration have no coverage so need for capacity does not show up
- **Green** – good; ratio of number of sites supporting subscriber base
- **Orange** – average; ratio of number of sites to subscriber base is problematic
- **Red** – poor; ratio of number of sites to subscriber base is poor
- **No color** – none; PWSF sites are needed in most of these areas



Community Poll

Somers Wireless Infrastructure
Preference Poll



Sent to:
TB/TA/TC
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.

Sent to:
TB, TA, TC
9/3/2021
KD

JUSTICE COURT

Town of Somers

WESTCHESTER COUNTY, N.Y.



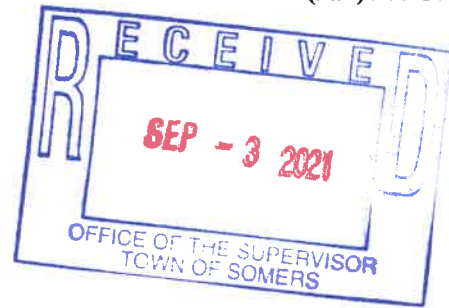
TOWN JUSTICES

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

TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

September 3, 2021



MEMO TO: Rick Morrissey
Supervisor

FROM: Barbara Lloyd
Court Clerk

RE: JCAP Grant

The Somers Town Board authorizes the Somers Justice Court to apply for a JCAP grant in the 2021-22 grant cycle of up to \$30,000. Which application will be submitted to the NYS Office of Court Administration electronically. Application deadline is October 7, 2021.

The final step is the certification by the Town Supervisor and the Town Board Resolution authorizing the court's JCAP application. The application will be deemed fully submitted upon the filing of the items requested herein. Accordingly, please calendar before the Town Board for the necessary approvals.

2021-22 Somers Town Court, Westchester County ID: 5989

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Associate Justice).

Name: Hon. Denis J. Timone Signature:  Date: 9/3/21

Name: _____ Signature: _____ Date: _____

CERTIFICATION: Original signature(s) required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: _____ Name: _____
☐ Town Supervisor ☐ Village Mayor (please print)

Date: _____

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**

2021-22 JCAP Application**A. Application Information**

Name of Court: Somers Town Court, Westchester County				
Type of Application: <input checked="" type="radio"/> Individual <input type="radio"/> Joint If Joint, please select the name of Joint Applicant Field:				
Contact Person:				
Salutation: Mrs.	First Name: Barbara	Last Name: Lloyd	Court Phone: 9142778225	
Title: Court Clerk		Email: blloyd@nycourts.gov		
Address Information:	Address:	City:	Zip:	
Court Mailing Address:	335 Route 202	Somers	10589	
Court Physical Address:	335 Route 202	Somers	10589	

B. Caseload: New Case Filings for 3 Years

Year	Criminal:	Civil:	VTL:	Jury Trials:
2020:	51-100	0-30	1,001-2,000	0-30
2019:	51-100	0-30	1,001-2,000	0-30
2018:	51-100	0-30	1,001-2,000	0-30

Has your court had a security assessment performed by the OCA's Dept. Of Public Safety? No
Yes

Did you receive a grant in 2020-2021 No Yes **Amount of Award** \$147.91

Did you receive a grant in 2019-2020 No Yes **Amount of Award** \$.00

Grant Items

Priority	Item Category	Item Name	Quantity	Price	Item Total
Total of all Items requested: \$19,487.95					
1	Other	Air conditioning	1	\$18,108.00	\$18,108.00
Comment: The Court is in need of a better air conditioning system, at present we have window units which cannot be modified with proper filters to aid in preventing the transmission of Covid19. It would also alleviate the noise disruption. This unit can also be used to provide heat while still filtering air.					
3	Other	Other	1	\$899.99	\$899.99
Comment: Projector to use in the Courtroom when showing video evidence or for use during Trial to do orientation with Commissioner of Jurors.					
2	Furniture	Chairs	2	\$239.98	\$479.96
Comment: To replace existing task chairs that are old and provide no support					

Completing the process

Please mail, fax, or scan/email your Signature Page, along with required documentation to:

Office of Justice Court Support
Justice Court Assistance Program
187 Wolf Road, Suite 103
Albany, NY 12205
Fax: 518-471-4807
Email: jcap@nycourts.gov



September 1, 2021

Town of Somers
Town Court
335 Route 202
Somers NY 10589

Attn: Barbara Lloyd,

DGHVAC is submitting a price to install a new Mitsubishi ductless split system for the court offices. As discussed at the walk through, the Two indoor units will be mounted to the outside walls with the refrigerant lines running down the outside of the building. All vertical piping will be covered with line hide; a brown plastic cover, which will match down spouts already on the building. The condenser will be mounted on stands and set on the ground. This will help to keep them from snow conditions when in heat pump mode. The outdoor unit will be mounted on the ground below your office windows. We have completed a load calculation based on the information provided during occupancy of the building. The Mitsubishi equipment supplied will be VRF technology (variable refrigerant flow). Unlike traditional equipment where you only have the option of running at 100%, this equipment can operate at the necessary capacity ranging from 30-100% to meet the demands of the space. With the space not being fully occupied most of the time this will help to reduce the cost of operation. Each indoor unit will have their own remote control which acts as the thermostat for the heating or cooling operation. If there are any additional insurance requirements over and above standard rates, we will bill for the additional cost.

Items included-

- One – MSZ-5C42 Mitsubishi Outdoor Heat Pump
- Two – MSZGL24 Mitsubishi Indoor Evaporators
- Two – Necessary Line Sets
- Four – Mitsubishi Adapters
- One – Mitsubishi Stand with plastic pads
- One – condensate piping
- One – 14 - 4 Control Wire between indoor and outdoor units
- Six – Line Hide wall covering
- Two – Line Hide wall Inlets

Job Price- \$16,354.00 this is with standard rates and standard insurance

Job Price- \$ 18,108.00 this is with prevailing wage rates

DWIGHT GETTING

HEATING & AIR CONDITIONING est. 1981



WE NOW ACCEPT MASTERCARD AND VISA @ 3%

WILL THIS PAYMENT BE MADE BY CREDIT CARD? Yes ☐ No ☐

This proposal includes our contract notice attachment A, B & C

PAYMENTS TO BE MADE AS FOLLOWS: 1/3 DEPOSIT, 1/3 DELIVERY, 1/3 COMPLETION

ACCEPTANCE SIGNATURE, CUSTOMER

DATE

AUTHORIZED SIGNATURE, DGHVAC

DATE



QUICK ORDER	CART
CHECKOUT	0 Items \$0.00
TRACK MY ORDERS	

SHOP

SERVICES

SUPPORT

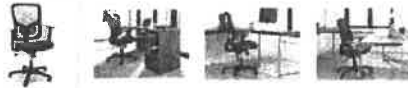
ORDERS

ACCOUNT CENTER

FAVORITES

[Selected List](#)
[Create Favorites Lists](#)

* View Our Labor Day Schedule *

[< return to search results](#)[P enlarge image](#)

OFM™ Essentials Collection Mesh Seat Ergonomic Office Chair with Lumbar Support, Black

Item: OFMESS3055BLK

Delivers in 7-10 Business Days

Shopping For: **Cortlandt Manor, 10527**[Change Zip Code](#)

- Mesh seat office chair
- Breathable mesh back and seat conforms to the body for added comfort
- Height adjustable arms
- Adjustable lumbar support
- Pneumatic seat height adjustment moves the seat up and down to adapt to various body heights
- Five-star base for increased durability

\$239.98/EA

QTY

ADD TO CART[Add To List](#)

YOU MAY ALSO LIKE ...



OFM™ Essentials Collection 3-Paddle Ergonomic High-Back Task Chair with Arms and Lumbar Support, Black Mesh

\$199.99

HON® VL531 Series High-Back Work Chair, Mesh Back, Padded Mesh Seat, Black

\$229.99

SuperSeats™ Director Mesh Mid-Back Task Chair, Mesh Back, Padded Mesh Seat, Black

\$199.99

OFM™ Essentials Collection Ergonomic Mesh Office Chair, Black

\$259.99

SuperSeats™ The Agent Mid-Back Swivel/Tilt Work Chair, Black Mesh

\$219.99

Product Details

Description

Warranty Information

Chair Type:

Desk & Task

Upholstery Color:

Black

Welcome to wbmason.com Login | Register

Federal Government Customers



Search W.B. Mason

QUICK ORDER

CART

CHECKOUT

0 Items

\$0.00

TRACK MY ORDERS

SHOP

SERVICES

SUPPORT

ORDERS

ACCOUNT CENTER

FAVORITES

Selected List
Create Favorites Lists

* View Our Labor Day Schedule *

< return to search results

EPSON
EXCEED YOUR VISION

\$899.99/EA

QTY

ADD TO CART

Add To List ▼

Epson® PowerLite 1785W LCD Projector

Item: EPSV11H793020RZ1

Delivers in 4-6 Business Days



Shopping For: Cortlandt Manor, 10527

Change Zip Code

- Lightweight and travel friendly - thin as a laptop; weighs just 4 lb
- Look for two numbers - look for both high color brightness and high white brightness.: Color Brightness: 3200 lumens, White Brightness: 3200 lumens
- Vibrant widescreen images images - WXGA resolution (1280 x 800) for widescreen HD performance

enlarge image



YOU MAY ALSO LIKE ...

Epson® PowerLite 119W
3LCD WXGA Classroom
Projector, 4,000 lm, 1280
x 800 Pixels, 1.2x Zoom

\$648.99

Epson® PowerLite
1781W Wireless WXGA
3LCD Projector, 3200
Lm, 1280 x 800
Pixels, 1.2x Zoom

\$799.99

Epson® PowerLite 530
Short Throw LCD
Projector

\$949.00

Optoma® W316ST Short
Throw DLP Multimedia
Projector

\$818.99

Epson® PowerLite 685W
Ultra Short Throw LCD
Projector

\$1390.00

Product Information provided by the Manufacturer

Sent to:
TB, TA, TC
9/3/2021
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIORS DEPARTMENT DIRECTOR, BARBARA TABERER
SUBJECT: NEW HIRE
DATE: SEPTEMBER 1, 2021
CC: DIRECTOR FINANCE, TOWN CLERK

The Director of Senior Services requests permission to hire Nicole Brownstein as PTA Intermediate Clerk as needed . At a rate \$17.50 per hour to begin August 30th, 2021.

Sent to: TB, TA, TC 8/3/2021 KD

Kim DeLucia

From: Denise Schirmer
Sent: Monday, August 30, 2021 7:21 AM
To: Kim DeLucia
Subject: FW: Resignation

Hi Kim,

For the September Town Board meeting agenda.

Thank you.

Denise

From: MARK BROWN
Sent: Saturday, August 28, 2021 12:56 AM
To: Denise Schirmer <dschirmer@somersny.com>
Subject: Re: Resignation

Hi Denise,

This is to inform you that I will be resigning from the architectural review board I will be moving out of town.

Thanks

Mark brown

Sent from my iPad

Sent to
TB, TI
AI

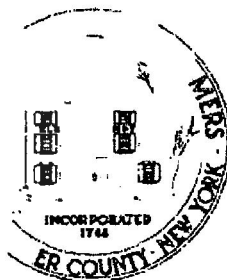
PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swocfle@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



Steven Woelfle
Principal Engineering Technician
swoeffle@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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
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Telephone
(914) 277-5366
Fax
(914) 277-4093

Steven Woelfle
Principal Engineering Technician
swoelfle@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

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

Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.com



Date: August 27, 2021
To: Town Board
From: 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, TATC
8/27/2021
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@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
9/3/2021
KOB

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Date: August 30, 2021

To: Town Board

From: Steven Woelfle *SW*
Engineering Department

RE: Realbuto Wetland and Watercourse Protection Permit #AW2018-09
TM: 26.16-2-1
Release of Erosion Control Bond
Received Check April 19, 2018

This Office has no objection to the return of the Erosion Control Bond in the amount of \$200.00. Please return to:

Steve Realbuto

SW/wg

cc: Town Clerk
Director of Finance
Steve Realbuto

Sent to:
TB, TA, TC
9/3/2021
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swocfle@somersny.com



Date: August 30, 2021

To: Town Board

From: Steven Woelfle *SU*
Engineering Department

RE: **Fischer Annual Wetland Permit #AW2010-36**
TM: 48.13-1-11
Release of Erosion Control Bond
Check received October 1, 2010

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

Please return to:

Bodo Fischer

SW/wg

cc: Town Clerk
Director of Finance
Bodo Fischer

Sent to:
TBA, 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:

Town of Somers

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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>Rates</u>	<u>Hourly</u> <u>Rates</u>	<u>Hourly</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:**

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

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:

<i>Administrative Permit</i>	<i>2021 Fee</i>
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:

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

Rick Morrissey Supervisor
Town of Somers

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.¹ 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.

¹ 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.

Rick Morrissey
Town of Somers
May 4, 2021

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, TA, TC 8/20/2021 KD*
Kim DeLucia

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>
Sent: Friday, August 13, 2021 3:19 PM
To: Kim DeLucia <kdelucia@somersny.com>
Cc: Rick Morrissey <supervisor@somersny.com>
Subject: Adopt-A-Road Program | September Town Board Agenda Item

Hi Kim,

Mr. Richard Detz of _____, 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

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 of Somers

WESTCHESTER COUNTY, N.Y.

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

KATHLEEN R. PACELLA
TOWN CLERK

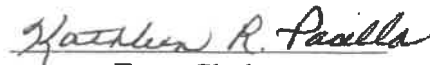


RESOLUTION

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

Tel: 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

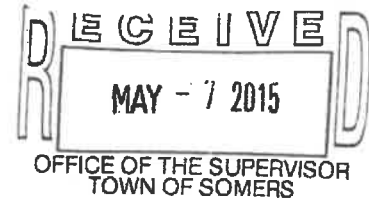
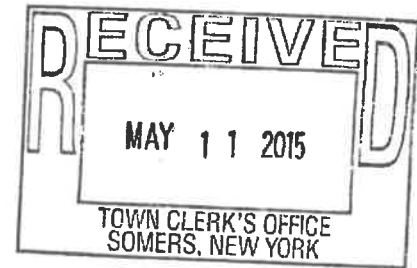
TOWN CLERK'S OFFICE

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

H 100 Super
May 14, 2015
Agenda
EC - TBTC
Highway
DA
By

BARBARA SOLDANO
Acting Town Clerk

Town of Somers
WESTCHESTER COUNTY, N. Y.



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:

LIC 201 ETZ

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.

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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 DETZ
Name of Group/Organization

By: Rich Morrissey
Supervisor

Richard DETZ
Signature of Organization Leader

Richard DETZ
Organization Leader Title - Please Print

Richard DETZ
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

Richard Dietz

(Participant's Name)

(Street Address)

(Town, State & Zip)

in consideration of \$1.00 payment of which I 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

Richard Dietz

Print Name

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

On the 7 day of May, ~~2002~~ ²⁰¹⁵, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Dietz, 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. 01KA6080158
Qualified in Westchester County
My Commission Expires Sept. 9, 2018

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 9th 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
8/30/2021
KD

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: 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 8/13/2021
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

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

Sent to: FB, TA, TC copy to: Bdr K
9/9/2021 KD

Kim DeLucia

From: Rick Morrissey
Sent: Thursday, September 9, 2021 10:38 AM
To: Kim DeLucia
Subject: Salary Surveys

Kim:

In an effort to retain talented and professional staff and based on current salary surveys for the Executive Assistant to the Supervisor/HR and Secretary to the Superintendent of Highways of neighboring municipalities the Town Board in Executive Session approved the following salary adjustments:

Executive Assistant to the Supervisor/HR annual salary adjusted to \$90,000.00 effective August 1, 2021.

Secretary to the Superintendent of Highways annual salary adjusted to \$66,000.00 effective January 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
Ph: 914-277-3637
Fax: 914-276-0082
supervisor@somersny.com
www.somersny.com