

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, DECEMBER 2, 2021
www.somersny.com**

6:30PM – Executive Session

A. PLEDGE OF ALLEGIANCE:

B. PUBLIC HEARING:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

C. TOWN BOARD:

1. Town of Somers Covid-19 – Update
2. Bailey Park Project Proposal Presentation – Parks and Recreation Board
3. Double Utility Pole Legislation – Discussion
4. Angle Fly Condominiums Demolition - Discussion
5. Authorize the Supervisor to secure a will serve letter from Suez, NY to connect the Business Historic District to Suez Water in Heritage Hills.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, DECEMBER 2, 2021
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D. PARKS & RECREATION:

1. Request permission to execute the Concession Extension Agreement with O'Neill's Concessions with a 2% increase in 2022 over 2021 per memo dated November 24, 2021 from Steven Ralston, Superintendent of Parks & Recreation.
2. Request permission to execute the Koegel Park Caretaker License Agreement with Howard Vinberg with a monthly rent of \$1,405.00 commencing on January 1, 2022 and terminating on December 31, 2023 per memo dated November 24, 2021 from Steven Ralston, Superintendent of Parks & Recreation.
3. Request permission to sell the old/removed doors, French doors, and casements from the Van Tassell House that are included on a list to Hudson Valley Hose Parts in the amount of \$1,500.00 per November 24, 2021 memo from Steven Ralston, Superintendent of Parks & Recreation.

E. FINANCIAL: No additional business.

F. HIGHWAY: No additional business.

G. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (1- 2-year term ending 7/11/2023.)
 - b. Assessment Board of Review (1- 5-year term ending 9/30/2026.)
 - c. Partners in Prevention (2- 3-year terms ending 12/31/2022.)
 - d. Partners in Prevention (2- 3-year terms ending 12/31/2023.)
 - e. Zoning Board of Appeals (1- 5-year term ending 12/31/2023.)
2. **Upcoming Vacancies - Terms Expiring in 2021:**
 - a. Planning Board (1- 7-year term ending 12/31/2021.)
 - b. Zoning Board of Appeals (1- 5-year term ending 12/31/2021.)
3. Authorize the payout of thirty (30) out of eighty-four (84) accrued vacation days for Steve Ralston, Superintendent of Parks & Recreation which equates to \$12,431.88 per memo from Steven Ralston and email from Supervisor Rick Morrissey dated November 29, 2021.

H. PLANNING & ENGINEERING: No additional business.

**SOMERS TOWN BOARD
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THURSDAY, DECEMBER 2, 2021
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I. POLICE: No additional business.

J. PROPOSED CONSENSUS AGENDA:

1. Authorize the return of the following Bond per November 15, 2021 memo from Steven Woelfle, Engineering Department:
 - a. \$200.00 Erosion Control Bond – Klimentov Stormwater Management and Erosion and Sediment Control Permit #ASMESC2012-33, TM: 38.17-2-4

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2021 Calendar

December 2, 2021	7:00pm	Town Board Work Session
December 9, 2021	7:00pm	Town Board Regular Meeting
		Public Hearing:
		2022 Preliminary Budget

2022 Calendar

January 6, 2022	7:00pm	Town Board Work Session
January 13, 2022	7:00pm	Town Board Regular Meeting
February 3, 2022	7:00pm	Town Board Work Session
February 10, 2022	7:00pm	Town Board Regular Meeting
March 3, 2022	7:00pm	Town Board Work Session
March 10, 2022	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC 12/1/2021
KD

Rick Morrissey

From:
Sent: Tuesday, November 30, 2021 4:43 PM
To: Rick Morrissey;
Anthony Cirieco
Subject: Town of Somers Double Pole Meeting
Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good afternoon everyone,

NYSEG has been working with the Town of Somers to address the issue of having double poles within the town by helping the town navigate the NJUNS system. We have been having meetings to update the town on the status of NYSEG's role in the process. For the next meeting, we would like to include representatives from Altice and Verizon that can provide an update on the status of their NJUNS tickets for the town. We would be looking to have the next meeting the week before or after Christmas depending on availability. If you can please send me your availability for those two weeks that would be greatly appreciated! If there is another contact within your organization that would be the more appropriate person to attend this meeting, please let me know!

Thank you!

Dylan



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Sent to:
TB, TA, TC
11/29/2021
KD



Job Order Contract

Contractor's Price Proposal Summary- Category

Work Order #: 091977.00
Title Somers Angle Fly Condo Demo
Contractor: 903239 - ELQ Industries
Proposal Value: \$840,486.71
Proposal Name: Somers Angle Fly Condo Demo and Abatement

To: Steve Ralston
Superintendent of Parks and Recreation
Town of Somers
337 Route 202
Somers, NY 10589

From: Erich Haefner
ELQ Industries

Controlled Inspections:	\$ 22873.15
Demolition:	\$ 361382.99
Disposal:	\$ 285916.73
Earthwork:	\$ 52855.65
Mobilization:	\$ 3800.65
reimbursable permit fees:	\$ 500.00
Temporary Power:	\$ 2608.89
Tree and overgrowth removals:	\$ 110548.64
Work Order Proposal Total	\$840486.70

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

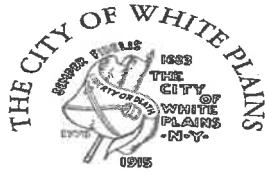


Job Order Contract

Contractor's Price Proposal Detail- Category

Work Order #: 091977.00
 Title: Somers Angle Fly Condo Demo
 Contractor: 903239 - ELQ Industries
 Proposal Value: \$840,486.71
 Proposal Name: Somers Angle Fly Condo Demo and Abatement

CSI Number	Mod.	UOM	Description	Line Total																
Controlled Inspections																				
Building Demolition																				
1	02 82 13 00-0002	HR	Certified Asbestos Air Sampling Technician For Bulk Sampling Or Air Monitoring	\$19529.16																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>160.00</td><td>x</td><td>\$98.96</td><td>x</td><td>1.2334</td><td>=</td><td>\$19,529.16</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	160.00	x	\$98.96	x	1.2334	=	\$19,529.16
	Quantity		Unit Price		Factor		Total													
Installation	160.00	x	\$98.96	x	1.2334	=	\$19,529.16													
User Note: Asbestos Air Monitoring for Demolition operations, estimated at (4) weeks duration, Typical 8hr day																				
Subtotal for Controlled Inspections - Building Demolition:				₹ 19529.16																
Demolition																				
2	02 82 13 00-0009	EA	Next Day Turnaround, (Air) PCM Test, Asbestos Testing	\$3343.99																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>80.00</td><td>x</td><td>\$33.89</td><td>x</td><td>1.2334</td><td>=</td><td>\$3,343.99</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	80.00	x	\$33.89	x	1.2334	=	\$3,343.99
	Quantity		Unit Price		Factor		Total													
Installation	80.00	x	\$33.89	x	1.2334	=	\$3,343.99													
User Note: Estimate (4) samples per sampling day. (4) weeks demolition time [20Days] = 80 air samples collected. Asbestos sampling for demolition operations																				
Subtotal for Controlled Inspections - Demolition:				₹ 3343.99																
Subtotal for Controlled Inspections:				\$22873.15																
Demolition																				
3	01 22 23 00-1128	DAY	3,700 To 4,000 Gallon Water Truck With Full-Time Driver	\$8213.51																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>4.00</td><td>x</td><td>\$1,664.81</td><td>x</td><td>1.2334</td><td>=</td><td>\$8,213.51</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	4.00	x	\$1,664.81	x	1.2334	=	\$8,213.51
	Quantity		Unit Price		Factor		Total													
Installation	4.00	x	\$1,664.81	x	1.2334	=	\$8,213.51													
User Note: on site, refillable water tanker. Refill once a week. Dust Control																				
4	02 41 16 13-0018	CCF	By Machine, Wood Frame Construction Building Demolition	\$119112.03																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>3,305.00</td><td>x</td><td>\$29.22</td><td>x</td><td>1.2334</td><td>=</td><td>\$119,112.03</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	3,305.00	x	\$29.22	x	1.2334	=	\$119,112.03
	Quantity		Unit Price		Factor		Total													
Installation	3,305.00	x	\$29.22	x	1.2334	=	\$119,112.03													
5	02 41 16 13-0030	CF	Reinforced Concrete Foundation Demolition	\$216987.13																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>10,900.00</td><td>x</td><td>\$16.14</td><td>x</td><td>1.2334</td><td>=</td><td>\$216,987.13</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	10,900.00	x	\$16.14	x	1.2334	=	\$216,987.13
	Quantity		Unit Price		Factor		Total													
Installation	10,900.00	x	\$16.14	x	1.2334	=	\$216,987.13													
6	02 41 16 13-0058	CF	Stone Footing Or Foundation Wall Demolition	\$17070.32																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1,029.00</td><td>x</td><td>\$13.45</td><td>x</td><td>1.2334</td><td>=</td><td>\$17,070.32</td></tr></table>						Quantity		Unit Price		Factor		Total	Installation	1,029.00	x	\$13.45	x	1.2334	=	\$17,070.32
	Quantity		Unit Price		Factor		Total													
Installation	1,029.00	x	\$13.45	x	1.2334	=	\$17,070.32													
Subtotal for Demolition:				\$361382.99																
Disposal																				



Contractor's Price Proposal Detail- Category Continued..

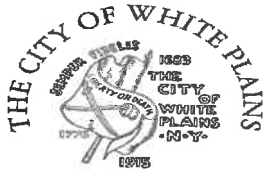
Work Order #: 091977.00
Title Somers Angle Fly Condo Demo

CSI Number	Mod.	UOM	Description	Line Total
Disposal				
7	01 74 19 00-0033	TON	Traditional Building Construction Materials, Landfill Dump Fee	\$133996.58
		Installation	Quantity 1,120.00 x Unit Price \$97.00 x Factor 1.2334 = Total \$133,996.58	
8	01 74 19 00-0036	CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$151920.15
		Installation	Quantity 186,624.00 x Unit Price \$0.66 x Factor 1.2334 = Total \$151,920.15	
User Note: Volume calculated by CF/27*0.33 (~@66% void space of debris) [~ 32 Trailers loads 80CY dump trailers] [END destination: 1963 Pen Argyl Rd, Pen Argyl, PA 18072] 97.9mi on way -25mi = 72.9mi (One Load) [72.9*32*80=673,280.00 CYM]				

Subtotal for Disposal: \$285916.73

Earthwork				
9	31 24 13 00-0004	CY	Cut, Shape, and Rough Grading for Roadways, Parking Areas, Landscaping and Embankments by Machine in Soil	\$7230.19
		Installation	Quantity 977.00 x Unit Price \$6.00 x Factor 1.2334 = Total \$7,230.19	
User Note: Cut in Haul road for removal of demolition debris, Haul road to remain				
10	31 24 13 00-0015	CY	Spread And Shape Imported Or Stockpiled Material For Roadways, Parking Areas, Landscaping and Embankments By Machine	\$4607.49
		Installation	Quantity 566.00 x Unit Price \$6.60 x Factor 1.2334 = Total \$4,607.49	
User Note: Cut in Haul road for removal of demolition debris, Haul road to remain				
11	31 24 13 00-0022	SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift	\$2038.71
		Installation	Quantity 2,666.00 x Unit Price \$0.62 x Factor 1.2334 = Total \$2,038.71	
User Note: Cut in Haul road for removal of demolition debris, Haul road to remain				
12	31 32 19 16-0011	SY	200 LB Grab Tensile Woven Slit Film Geotextile Fabric (Carthage Mills FX-55)	\$3748.60
		Installation	Quantity 2,666.00 x Unit Price \$1.14 x Factor 1.2334 = Total \$3,748.60	
13	31 37 13 00-0002	TON	10 To 50 LB Average Pieces Random, Dumped From Truck, Rip Rap	\$35230.66
		Installation	Quantity 793.00 x Unit Price \$36.02 x Factor 1.2334 = Total \$35,230.66	
User Note: Cut in Haul road for removal of demolition debris, Haul road to remain				
Subtotal for Earthwork:				\$52855.65

Mobilization



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 091977.00
Title Somers Angle Fly Condo Demo

CSI Number	Mod.	UOM	Description	Line Total
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Mobilization

14	01 71 13 00-0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$3800.65
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	Quantity		Unit Price		Factor		Total
Installation	4.00	x	\$770.36	x	1.2334	=	\$3,800.65

User Note: Dirt Roller, Mid-size [D6] Dozer, 40T excavator, 50T Excavator

Subtotal for Mobilization: \$3800.65

reimbursable permit fees

15	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$500.00
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	Quantity		Unit Price		Factor		Total
Installation	500.00	x	\$1.00	x	1.0000	=	\$500.00

User Note: Hydrant permits and water use for on site water truck

Subtotal for reimbursable permit fees: \$500.00

Temporary Power

16	01 22 23 00-0564	DAY	10 KW, 18 HP Gas Powered Generator Set	\$2608.89
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	Quantity		Unit Price		Factor		Total
Installation	20.00	x	\$105.76	x	1.2334	=	\$2,608.89

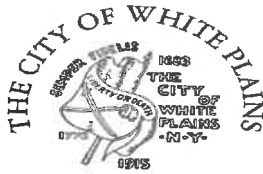
Subtotal for Temporary Power: \$2608.89

Tree and overgrowth removals

17	31 13 13 00-0002	EA	Up To 6" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$14655.23
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	Quantity		Unit Price		Factor		Total
Installation	22.00	x	\$540.09	x	1.2334	=	\$14,655.23

User Note: Removal of trees required for access to demolish structures.



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 091977.00
Title Somers Angle Fly Condo Demo

CSI Number	Mod.	UOM	Description	Line Total	
Tree and overgrowth removals					
18	31 13 13 00-0003	EA	>6" To 12" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$41967.00	
		Quantity	Unit Price	Factor	Total
Installation		42.00 x	\$810.13 x	1.2334 =	\$41,967.00
User Note: Removal of trees required for access to demolish structures.					
19	31 13 13 00-0004	EA	>12" To 24" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$39969.19	
		Quantity	Unit Price	Factor	Total
Installation		30.00 x	\$1,080.19 x	1.2334 =	\$39,969.19
User Note: Removal of trees required for access to demolish structures.					
20	31 13 13 00-0005	EA	>24" To 36" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$5995.32	
		Quantity	Unit Price	Factor	Total
Installation		3.00 x	\$1,620.27 x	1.2334 =	\$5,995.32
User Note: Removal of trees required for access to demolish structures.					
21	31 13 13 00-0038	EA	Removal Of 4' To 5' Shrub, Broadleaf Evergreen	\$6397.83	
		Quantity	Unit Price	Factor	Total
Installation		45.00 x	\$115.27 x	1.2334 =	\$6,397.83
User Note: Removal of shrubs required for access to demolish structures.					
22	31 13 13 00-0041	EA	Removal Of 2' To 3' Shrub, Deciduous	\$1564.07	
		Quantity	Unit Price	Factor	Total
Installation		30.00 x	\$42.27 x	1.2334 =	\$1,564.07
User Note: Removal of shrubs required for access to demolish structures.					
Subtotal for Tree and overgrowth removals:				\$110548.64	
Work Order Proposal Total				\$840486.70	

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Frank McGlynn
Manager, New Business

Suez Water New York Inc.
162 Old Mill Road
West Nyack, NY 10994
TEL 845-620-6215
FAX 845-620-3347

Sent to:
TB, TA, TC
12/1/2021
KD



November 22, 2021

Steven Robbins, P.E., LEED AP
Project Manager/Principal
Woodard & Curran
800 Westchester Avenue, Suite N507
Rye Brook, NY 10573
www.woodardcurran.com

Re: *Water Supply to Business-Historic Preservation District*
 Somers Road and Somerstown Turnpike, Somers
 325 Route 100 Somers, NY

Dear Mr. Robbins,

This is to advise you that water service could be provided at the above mentioned location, pending approval of the service territory expansion by the Town of Somers, NYSPSC, and DEC. SWWC has adequate pressure and volume to serve the above referenced project in the Village of Somers using a projected max day demand of 116,300 gpd. All services must be compliant with DOH regulations and Suez standards regarding backflow prevention. Ability to serve this property is also subject to the following conditions:

- 1) Prior to the installation of any services or the extension of any mains, hydraulic data pertinent to the project must be provided to us, for our Engineering Department review and approval.
- 2) If, as a result of such review, it is decided that any extension of mains or pipes or modification of other facilities is required in order to meet the hydraulic needs of the project, those mains or facilities will be installed or extended by you in accordance with the terms and conditions of this Company's standard agreements for extensions.
- 3) Service will be provided in accordance with the terms and conditions set forth in the Company's filed Tariff, as amended or modified from time to time.
- 4) Water mains shall be laid in accordance with the Recommended Standards for Water Works (a.k.a. Ten State Standards).

This willingness to serve letter is contingent upon SUEZ Water Westchester Inc. having County, State and Federal regulatory authorization to provide the requested water service and is valid for nine (9) months from the date of issuance. If the main installation/extension or service installation is not completed and approved by the Westchester County Department of Health within nine (9) months from the date this letter is issued, this willingness to serve letter will expire, and it will be necessary for you to request a new willingness to serve letter.

Please contact me at 845-620-6215 if you need additional information.

Very truly yours,

Frank McGlynn

A handwritten signature in dark ink, appearing to read "Frank McGlynn", written over a horizontal line.

Information Required for Willingness to Serve

Date: *August 24, 2021*

Project Name: *Heritage Hills Water Supply to Business-Historic Preservation District*

Project Address (Street Name/Town): *Somers Road & Somerstown Turnpike, Somers*

Brief Project Description: *Addition of approximately 5,200 linear feet of 8" water main to serve 56 parcels with an estimated 48.5 gpm average water demand.*

Size and Length of Main: *8" diameter, 5,200 linear feet*

Number of Hydrants: *Ten (estimated)*

Number of Domestic Services: *65 (estimated)*

Number of Fire Services: *5 (estimated)*

Number of Irrigation services: *5 (estimated)*

Commercial (Type and Number Square Feet): *40 Commercial parcels, 4,000 sq. ft. on average*

Residential (Number of Units and Number of Bedrooms per Unit): *37 residential parcels, 3.4 bedrooms on average*

Contact Name: *Steve Robbins, P.E., LEED AP*

Contact Address: *800 Westchester Avenue, Suite N507, Rye Brook, NY 10573*

Contact Number: *914-294-2413*

Contact Email: *srobbins@woodardcurran.com*

Projected Demand Summary (if more than one building, attach a Project Demand Summary Table):

1. Domestic Average Daily Demand (gpd): *69,800 (estimated)* (gpm): *48.5 (estimated)*
2. Domestic Maximum Daily Demand (gpd): *116,300 (estimated)* (gpm): *80.8 (estimated)*
3. Domestic Peak Hourly Demand (gph): *219,800 (estimated)* (gpm): *152.7 (estimated)*
4. Lawn Irrigation Demand (gpd): *5,700 (estimated)* (gpm): *4.0 (estimated)*
5. Required Fire Hydrant Flows (gpm): *2,500 (estimated)*
6. Required Fire Sprinkler System Flows (gpm): *0 (assumes no sprinklers existing)*

Additional Comments: _____



Additional Requirements:

- Attach a detailed project description including detailed project demand calculations and back-up information supporting all project demand calculations.
- Attach a copy of site plan calling out the block and lots and local vicinity with elevations in NGVD 1929, if elevations are not in NGVD 1929, please provide conversion factor.
- This form and backup calculations to be signed and sealed by a NYS P.E.



TECHNICAL MEMORANDUM

TO: Frank McGlynn, New Business Manager, Suez
FROM: Steven Robbins, P.E., LEED AP
DATE: August 24, 2021
RE: Water Supply Willingness to Serve Summary
Somers Town House and Business Historic District

Background

The Somers Town House is located at 335 Route 202 in Somers' Business-Historic Preservation (B-HP) zoning district. A single well source supplies the Town House and Annex building, with a UV treatment system and pressure tank. The water system currently has high levels of sodium and provides bottled water dispensers for water consumption by staff and members of the public.

During its 2021 Quarter 1 and Quarter 2 water quality sampling, the Town of Somers ("the Town") saw maximum contaminant level (MCL) exceedances of PFAS at its Somers Town House/Hall public water system, PWS ID NY5906672. The detected PFAS concentration in the Town House wells was 78.5 parts per trillion (ppt) in Q1 and 105.8 ppt in Q2, above the MCL of 20 ppt. The Westchester County Health Department (WCHD) issued a Notice of Violation to the Town for the exceedance and has requested a plan for how the Town will correct the MCL exceedance. At least one nearby commercial property has also been issued an MCL exceedance, and other properties have detections of PFAS below the MCL.

The Town has opted to correct these exceedances by connecting the B-HP district to the adjacent Heritage Hills water system with approximately 5,200 linear feet of 8" pipe. Suez, which operates the Heritage Hills water district, requires a Willingness to Serve application prior to committing to this connection. This memo summarizes the methods by which the Willingness to Serve application was developed.

Business-Historic District Water Demand Estimate

To determine the anticipated average daily total water usage of the B-HP district, parcel GIS information and NYSDEC wastewater design estimates were used. Parcel ID and square footage, building square footage, and NYS Department of Taxation and Finance property use classification codes were identified using Westchester County's GIS database. Metered flows were not available as an estimation basis, as these parcels are currently served by well sources.

Design flow was estimated using NYSDEC's Design Standards for Intermediate Sized Wastewater Treatment Systems (2014), operating on the assumption that wastewater generation and water use would be approximately equal. Every property classification was assigned a design flow per unit basis (i.e., single family residence – 150 gpd per bedroom) from NYSDEC standards, plus a 50% additional demand factor as a factor of safety.

From this analysis, the total estimated average water demand is 48.5 gpm in the B-HP district. It should be noted that this flow estimate is conceptual in nature and is not based on any field verification of occupancy, units, or flow metering. A list of all anticipated users, with additional information that was used to develop demand estimates, is included in Appendix A.



To estimate the maximum day and peak hour water demands of the B-HP district, data from a 2015 Somers water system model, developed by Woodard & Curran, was used. Using a combination of billing data and supply meter records, the model estimated an average day demand of 153 gpm, a maximum day demand of 255 gpm, and a peak hour demand of 482 gpm. When scaled based on the B-HP district estimated average day demand, we estimate the B-HP district will have a maximum day demand of 80.8 gpm and a peak hour demand of 152.7 gpm.

Lawn irrigation demand was estimated using a lawn industry standard estimate of 0.623 gallons of water per week per square foot of lawn. This estimate conservatively assumes drought conditions. Lawn irrigation demands were assigned only to residential parcels. The residential parcels have a total area of 64,400 square feet. We therefore estimate 40,100 gallons per week of irrigation demand, or 4.0 gpm.

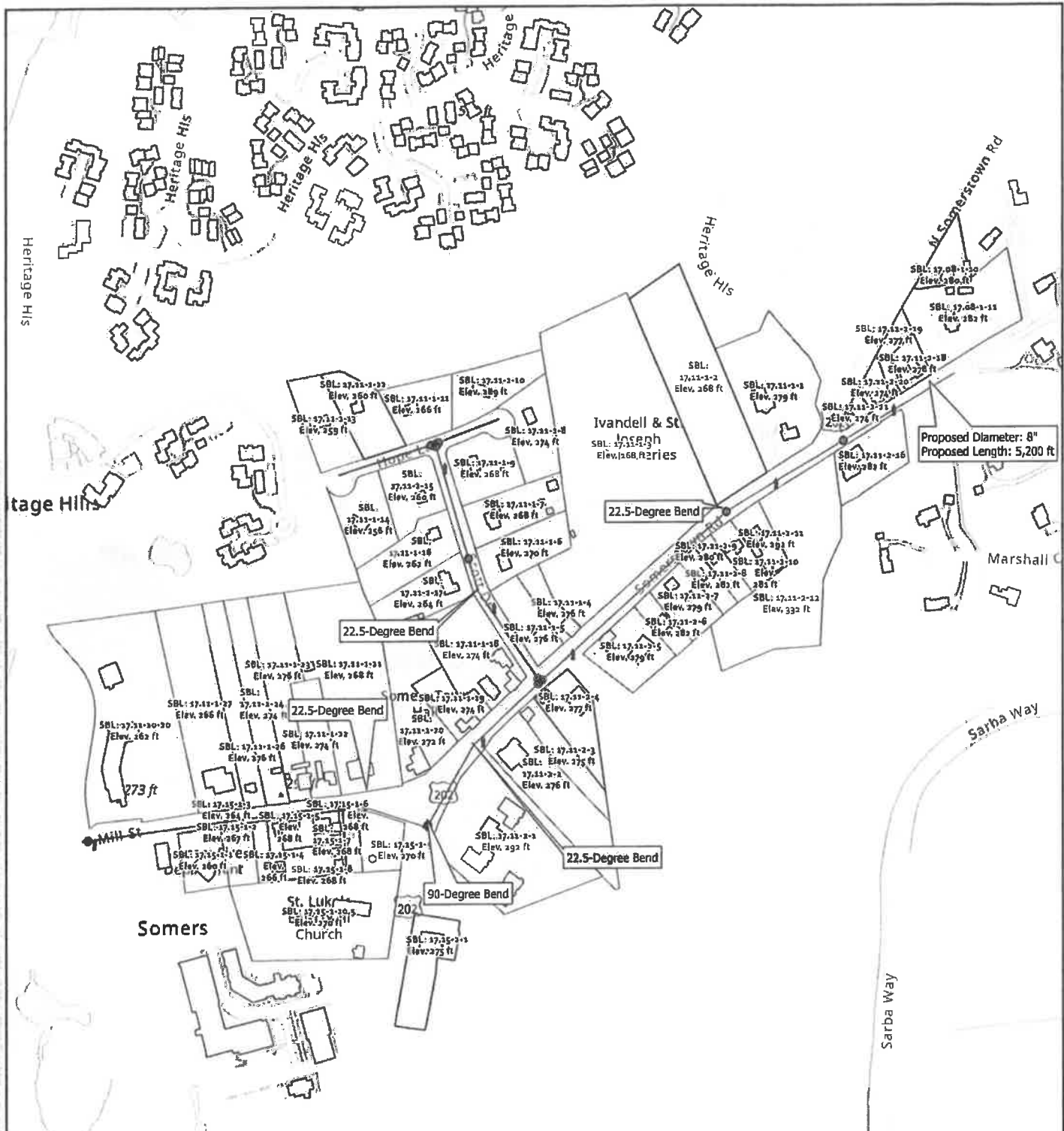
Hydrant flows were estimated based on the anticipated highest required fire flow among the B-HP parcels. We anticipate the highest required fire flow will be at SBL 17.11-10.20, which is an 18,315 sq. ft. shopping center. Assuming a Type V-A wood frame construction, this parcel has a required hydrant fire flow of 2,500 gpm with a 2-hour fire flow duration. We assume commercial buildings in this area do not have sprinkler systems in place. We therefore estimate a maximum hydrant fire flow demand of 2,500 gpm in the B-HP district. No buildings are anticipated to be sprinklered, so sprinkler demand is estimated to be zero.

Thank you for your consideration of this important Willingness to Serve application.

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



Steve Robbins, P.E., LEED AP
Project Manager



Esri Community Maps Contributors, County of Westchester, UConn/CTDEEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Town of Somers

Heritage Hills
Water Supply

Proposed Pipe Layout

Legend

- Additional Water Main
- + Tees
- Tax Parcels
- Buildings
- Fire Hydrants
- Valves



Project #: 0213780.87
Map Created: August 2021

0 250 500 US Feet

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. Data Sources:

Appendix A - Water Demand Estimation in the Business Historic Preservation District

* Property data information and property areas were obtained with the GIS layer below. This information was confirmed with Google Map Street View.

* Property data information was obtained with the GIS layer below. This information was confirmed with Google Map Street View.

* Property data information was obtained with the GIS layer below. This information was confirmed with Google Map Street View.

* Property data information was obtained with the GIS layer below. This information was confirmed with Google Map Street View.

* Reference for hydraulic modeling data were taken from the NYC Design Standards for Stormwater Management Handbook (2014).

* Reference for hydraulic modeling data were taken from the NYC Design Standards for Stormwater Management Handbook (2014).

* Number of structures were estimated based on square footage and square footage.

* Object the reference buildings created by the GIS layer above.

* Design flow refers to the discharge rate of the NYC Design Standards for Stormwater Management Handbook (2014), based on the property description.

Property ID	Owner ID	Map ID	Property Class	Description	Category	Design Flow (cfs)	Flow Rate (gpm)	Design Flow (cfs)	Design Flow (cfs)
17,08-1-11	299795	541	484	Office Building	Commercial	15	per employee	3	49
17,08-1-11	299804	604	484	Office Building	Commercial	15	per employee	4	60
17,11-10-20	287267	18318	482	Shopping Center	Commercial	0.1	per sq. ft.	18318	1831.8
17,11-10-20	287267	18318	482	Restaurant	Commercial	35	per seat	120	4300
17,11-1-18	287287	2089	484	Office Building	Commercial	15	per employee	8	120
17,11-1-18	270078	2720	484	Office Building	Commercial	15	per employee	9	138
17,11-1-18	270079	2895	548	Indoor Sports	Commercial	20	per patron	30	600
17,11-1-21	267245	4857	484	Office Building	Commercial	15	per employee	14	210
17,11-1-21	267245	4857	485	Dry Cleaner	Commercial	680	per machine	5	3900
17,11-1-21	267245	4857	420	Dining establishment	Commercial	400	400 gpd per toilet	6	2400
17,11-1-22	287234	1373	484	Office Building	Commercial	15	per employee	7	108
17,11-1-23	288964	2241	484	Barber Shop	Commercial	200	per station	4	800
17,11-1-27	267240	6637	480	Multi-Purpose	Commercial	15	per employee	15	225
17,11-1-4	287315	2896	421	Restaurant	Commercial	35	per seat	75	2625
17,11-1-5	270077	2107	480	Office Building	Commercial	15	per employee	8	120
17,11-2-1	287204	3210	480	Office Building	Commercial	15	per employee	12	180
17,11-2-1	287217	5058	485	Doctor's Office	Commercial	250	per doctor	4	1000
17,11-2-1	287188	5296	485	Pharmacy	Commercial	15	per employee	15	225
17,11-2-1	287185	5296	485	Doctor's Office	Commercial	250	per doctor	5	1250
17,11-2-1	267173	8122	548	Indoor Sports	Commercial	20	per patron	80	1600
17,11-2-11	268792	888	480	Office Building	Commercial	15	per employee	4	60
17,11-2-11	267367	1623	485	Doctor's Office	Commercial	250	per doctor	3	750
17,11-2-12	267418	5509	485	Doctor's Office	Commercial	250	per doctor	3	750
17,11-2-18	267483	3631	480	Multi-Purpose	Commercial	0.1	per sq. ft.	3631	363.1
17,11-2-18	267483	3631	480	Multi-Purpose	Commercial	15	per employee	8	120
17,11-2-18	267483	3631	480	Multi-Purpose	Commercial	250	per doctor	5	1250
17,11-2-19	267455	1308	480	Office Building	Commercial	15	per employee	7	105
17,11-2-2	287258	8070	485	Doctor's Office	Commercial	250	per doctor	6	1500
17,11-2-20	267448	1487	480	Office Building	Commercial	15	per employee	8	120
17,11-2-21	267438	988	480	Office Building	Commercial	15	per employee	8	120
17,11-2-4	207260	4024	484	Office Building	Commercial	15	per employee	15	225
17,11-2-5	287312	2027	480	Office Building	Commercial	15	per employee	12	180
17,11-2-5	287312	2027	480	Nail Spa	Commercial	200	per chair	5	1000
17,11-2-6	288967	4173	472	Veterinary Clinic	Commercial	200	per veterinarian	3	600
17,11-2-8	287317	2458	485	Doctor's Office	Commercial	250	per doctor	4	1000
17,15-1-10.5	287137	1301	484	One Story Small Structure	Commercial	15	per employee	6	120
17,15-1-10.5	287155	6028	820	Religious	Commercial	5	per seat	150	450
17,15-1-8	287202	846	484	One Story Small Structure	Commercial	15	per employee	8	120
17,15-1-6	287205	1624	433	Auto Body Shop	Commercial	15	per employee	10	150
17,15-2-1	287144	4421	480	Office Building	Commercial	15	per employee	15	225
17,11-1-19	287289	2253	652	Government Owned Office	Municipal	15	per employee	10	150
17,11-1-20	287255	4227	652	Government Owned Office	Municipal	15	per employee	11	165
17,15-1-1	287163	3909	652	Fire Department	Municipal	10	per person	30	600
17,15-1-8	267181	440	383	Public Park	Municipal	5	per toilet	0	0
17,11-1-2			685	Cemetery	N/A	0		0	0
17,11-1-24.5			330	Vacant Land	N/A	0		0	0
17,11-1-3			685	Cemetery	N/A	0		0	0

17-11-2-12			330	Vacant Land	N/A	0		0	0
17-11-2-3			330	Vacant Land	N/A	0		0	0
17-15-1-3			330	Vacant Land	N/A	0		0	0
17-05-1-10	267522	1044	210	Single Family Residence	Residential	150	per bedroom	2	300
17-05-1-10	267517	1457	210	Single Family Residence	Residential	150	per bedroom	3	450
17-05-1-11	267450	2379	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-10-20	267304	4883	210	Single Family Residence	Residential	150	per bedroom	5	750
17-11-1-1	267428	2205	483	Converted residence	Residential	150	per bedroom	3	450
17-11-1-1	267428	2208	483	Converted residence	Residential	15	per employee	6	90
17-11-1-1	267451	4105	483	Converted residence	Residential	150	per bedroom	4	600
17-11-1-1	267451	4105	483	Converted residence	Residential	15	per employee	7	105
17-11-1-10	267453	2053	210	Single Family Residence	Residential	150	per bedroom	3	450
17-11-1-11	267444	1852	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-1-12	267448	1468	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-1-13	267437	2171	210	Single Family Residence	Residential	150	per bedroom	5	750
17-11-1-14	267378	1853	210	Single Family Residence	Residential	150	per bedroom	4.5	675
17-11-1-15	267380	1151	210	Single Family Residence	Residential	150	per bedroom	2	300
17-11-1-16	267358	1558	210	Single Family Residence	Residential	150	per bedroom	3	450
17-11-1-17	267318	785	210	Single Family Residence	Residential	150	per bedroom	2	300
17-11-1-17	267335	3045	210	Single Family Residence	Residential	150	per bedroom	6	900
17-11-1-26	267228	988	210	Single Family Residence	Residential	150	per bedroom	2	300
17-11-1-6	267348	1870	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-1-7	267364	1053	210	Single Family Residence	Residential	150	per bedroom	2	300
17-11-1-7	267353	2731	210	Single Family Residence	Residential	150	per bedroom	6	900
17-11-1-8	267440	1810	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-1-9	267410	1578	210	Single Family Residence	Residential	150	per bedroom	3	450
17-11-2-10	265972	1177	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-2-3	267271	1250	210	Single Family Residence	Residential	150	per bedroom	3	450
17-11-2-4	267276	1747	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-2-7	267332	1341	483	Converted Residence	Residential	150	per bedroom	2	300
17-11-2-7	267332	1341	483	Converted Residence	Residential	15	per employee	4	60
17-11-3-8	267335	1478	210	Single Family Residence	Residential	150	per bedroom	4	600
17-11-2-9	267345	814	210	Single Family Residence	Residential	150	per bedroom	2	300
17-15-1-2	267197	1329	210	Single Family Residence	Residential	150	per bedroom	4	600
17-15-1-4	267201	735	210	Single Family Residence	Residential	150	per bedroom	1	150
17-15-1-4	270080	952	210	Single Family Residence	Residential	150	per bedroom	1	150
17-15-1-5	267203	1279	210	Single Family Residence	Residential	150	per bedroom	3	450
17-15-1-7	267194	1072	210	Single Family Residence	Residential	150	per bedroom	2	300
17-15-1-8	267157	924	210	Single Family Residence	Residential	150	per bedroom	2	300
17-15-1-8	267178	1060	210	Single Family Residence	Residential	150	per bedroom	2	300



Total Estimated Hydraulic Loading (gpm)	48554.8
Total Estimated Hydraulic Loading (cfs)	32.3
Total Estimated Hydraulic Loading w/ 80% design contingency (gpm)	48.6

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

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent

*Sent to:
TB, TA, TC
11/24/21
KD*



November 24, 2021

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

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

C: Town Clerk
Director of Finance
Park Board
Town Attorney

The Town of Somers is soliciting proposals for the provision of concessions operation in Reis Park with the right to the exclusive sale of all food and beverage in the Town of Somers Parks.

Submittals

Proposals will be received in person at the office of the Town Clerk, Monday – Friday, 9:00 a.m. – 4:00 p.m. or by mail to Somers Town Clerk, 335 Route 202 Somers, NY 10589 until 4:00 p.m. Friday, January 25, 2019.

Proposals shall be enclosed in a sealed envelope marked Somers Concession Contract.

Potential candidates may view the site by contacting the Superintendent of Parks and Recreation at 914-232-8441

Proposals shall be made upon the form included; stating the price both in words and in figures and include attachments as required.

Proposals must include a detailed list of concession items with prices including sales tax. It is the intent of the Town of Somers to offer residents a quality food service at a reasonable cost. The item detail for all proposed sale items and their pricing will be considered when awarding the contract. Pricing included in the proposal shall be used by the successful candidate upon commencement of business.

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

Term of Contract

The contract shall be for three seasons, commencing on April 1, 2019 and terminating on November 31, 2021. The minimum acceptable proposal will be \$10,000.00, for the first year, with a 2% increase over 2019 in 2020 and 2% increase in 2021 over 2020. The contract may be extended by the Town of Somers for two additional seasons with a 2% per season increase over the previous season.

Qualifications

Potential candidates shall be skilled, experienced and regularly engaged in providing the type of work required under this contract. The Town, in its sole discretion, shall determine whether the bidder meets the qualifications set forth herein"

The Town of Somers may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the potential candidate to perform the work. Potential candidates shall furnish additional information and data for this purpose as may be required.

A select number of potential candidates will be required to appear before Town Officials to discuss details of their proposed food concession operation.

Scope of Work

The successful candidate will have the exclusive right to operate the concession stand in Reis Park and the exclusive sale of all food and beverage in Somers Parks under the jurisdiction of Town of

SOMERS CONCESSION AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2021, by and between the TOWN OF SOMERS, a municipal corporation of the State of New York, having offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter referred to as the "Town"),

And

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

(hereinafter referred to as the "Contractor").

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

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

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

Year 1: Ten Thousand Four Hundred Four Dollars (\$10,404.00)

Year 2: Ten Thousand Six Hundred Twelve Dollars (\$10,612.00)

REQUIRED Dates and hours of operation:

Weekdays:

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

Weekends and Holidays:

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

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in compliance with this Agreement.

The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.

This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

Contract Termination

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

Contractor shall be held in default of this agreement if:

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

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

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

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

Liquidated Damages

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

Terms of Payment

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

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

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

TOWN OF SOMERS

By: _____
Rick Morrissey, Supervisor

THE CONTRACTOR

By: _____
(Authorized to sign as Contractor)

Town Acknowledgment

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

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Morrissey, Supervisor of the Town of Somers, on behalf of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Contractor Acknowledgment

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

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent

*Sent to:
TB, TA, TC
11/29/21
KD*



November 24, 2021

To: Town Board

From: Steven Ralston *SR*
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission for Supervisor Morrissey to execute the attached Koegel Caretaker License Agreement with Howard Vinberg.

C: Town Clerk
Director of Finance
Park Board
Town Attorney

LICENSE AGREEMENT

AGREEMENT made as of this day of 2021, between the Town of Somers, a municipal corporation having an address at 335 Route 202, Somers, New York 10589 (hereinafter referred to as "Town") and Howard M. Vinberg (hereinafter referred to as "Licensee") residing at Caretaker's Residence, Koegel Park, Route 118, Somers, New York 10589.

WITNESSETH:

The Town hereby enters into this License Agreement with the Licensee for the Premises known as The Caretakers Residence, Koegel Park, Route 118, Somers, New York for a Term commencing on January 1, 2022, and terminating on December 31, 2023, with a monthly License Fee, payable in advance, of \$1,377.00 per month for the period 1/1/22 to 12/31/22; \$1,405.00 per month for the period 1/1/23 to 12/31/23. The parties acknowledge that the monthly License Fee for the Premises is discounted below the full market appraised value for the Premises. Therefore, the Licensee's consideration for the License Agreement is the Licensee's payment of the License Fee as provided for herein and the Licensee's continued performance of the duties described in Schedule "A", which is attached hereto and made a part hereof. The parties hereto hereby covenant as follows:

1. Security Deposit. Licensee shall pay \$1,000.00 as a security deposit.
2. No Smoking Permitted. No smoking will be permitted in the residence.
3. Ownership. The License Agreement is granted solely on the basis of the Town's ownership of the property and the Licensee being an employee of the Town of Somers. Occupancy hereunder is expressly conditioned upon (i) the continued ownership of the property by the Town; and (ii) the continued employment as hereinafter defined by the Town of the Licensee; and (iii) the continued performance by the Licensee of the listed duties described in Schedule "A". In the event that either Licensee's employment by the Town is terminated, voluntarily or otherwise, or Licensee

no longer fulfills the duties described in Schedule "A", the Town may terminate this License Agreement immediately and require the Licensee to vacate the Premises immediately.

In addition, should the Town sell or transfer or otherwise divest itself of ownership of the property, the Town may terminate this License Agreement upon thirty (30) days' written notice to the Licensee, and the Licensee shall be required to vacate the Premises immediately at the end of the thirty (30) day period.

The Town may terminate this agreement with ten (10) days' prior written notice for any reason whatsoever.

Any improvements or other physical alterations of the Premises, including but not limited to structures, fences, garden shrubs and trees, and interior painting in any manner whatsoever by the Licensee, must have the prior written approval of the Superintendent of Parks & Recreation.

4. Use. The Premises must be used to live in only and for no other reason. Without limiting the foregoing, the Licensee shall not run, operate or conduct any business in or on the Premises. The Town, at its sole discretion, may limit the type and number of occupants on the License Agreement Premises for reasons of public health and safety, to preserve the dignity of the property or if the Town determines that the removal of the occupants is in the best interests of the Town as defined by the Town.

5. Failure to Give Possession. The Town shall not be liable for failure to give Licensee possession of the Premises on the beginning date of the Term. License Fee shall be payable as of the beginning of the Term unless the Town is unable to give possession. In that case, License Fee shall be payable when possession is available. The Town will notify Licensee as to the date possession is available. The ending date of the Term will not change.

6. License Fee, Added License Fee. All License Fee payments shall be made by payroll deductions unless special arrangements are made in advance and approved by the Finance Director of the Town of Somers. If payment is made by other than payroll deductions, the License Fee payments for each month must be paid on the first day of that month at the Town's address above. The Town need not give notice to pay the License Fee. License Fee must be paid in full and no amount subtracted from it. The first month's License Fee is to be paid when the Licensee signs this License Agreement. Licensee may be required to pay other charges to the Town under the terms of this License Agreement ("Added License Fee"). This Added License Fee is payable as License Fee, together with the next monthly License Fee due. If Licensee fails to pay the Added License Fee on time, the Town shall have the same rights against Licensee as if it were a failure to pay License Fee. The whole amount of License Fee is due and payable when this License Agreement is effective. Payment of License Fee in installments is for the Licensee's convenience only. If

7. **Notices.** Any bill, statement or notice must be in writing and delivered or mailed to the Licensee at the Premises and to the Town at the address below. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. The Town must send Licensee written notice if the Town changes the addresses for the notices.

To the Licensee: Howard M. Vinberg
Caretaker's Residence
Koegel Park - Route 118
Somers, New York 10589

9. **Repairs and alterations.** Licensee is responsible for day-to-day maintenance of the interior portions of the premises and the security of the unit. If Licensee defaults, the Town has the right to make repairs and charge the Licensee the cost. The cost will be an Added License Fee. Licensee must not alter, decorate, change or add to the Premises, without the prior written consent of the Town.

The Town shall provide a: stove, refrigerator, three wall air conditioners, and water softener. The licensee at the sole cost and expense of the same shall maintain the equipment (to manufacturers recommendations) in full and complete repair to the satisfaction of the Superintendent of Parks and Recreation during the term of this contract. Licensee shall provide a list of additional appliances to the Town.

Licensee shall provide the Town with certification from a licensed contractor that the wood stove chimney has been cleaned and is in good working order prior to use each year.

The Town will be responsible to maintain the exterior of the building and make all essential structural and mechanical repairs to meet all code requirements. These repairs include: electrical, plumbing, septic, heat and hot water, exterior painting, siding, windows, chimney, roof, foundations, structure, fences and infestations caused by termites and carpenter ants.

10. Space "as is". Licensee has inspected the Premises and takes the Premises "as is".

11. Care of Premises - Grounds. Licensee shall keep the unit neat and clean and at the termination of the License Agreement, the Premises must be "broom clean". Personal vehicles may be driven or parked only in driveways or in the garage. Only legally registered vehicles will be stored on Town property. Licensee shall be responsible, at Licensee's sole cost and expense, for all snow removal on the Premises. The Town shall be responsible for snow removal only on those portions of the Premises, if any, that are used by the public; provided, however, that the Town shall not be under any obligation to perform such snow removal within a specific period of time or to otherwise ensure continuous and uninterrupted access from the Premise to the public street. The Town, at its sole discretion, may limit the type and number of pet(s) on the License Agreement Premises for reasons of public health and safety, to preserve the dignity of the property or if the Town determines that the removal of the pet is in the best interests of the Town as defined by the Town.

12. Carbon Monoxide and Smoke Detectors. The Town shall, at the beginning of the term, make certain that working carbon monoxide and smoke detectors have been installed in the Premises in sufficient numbers consistent with the size of the Premises. During the term of the License Agreement, the Licensee shall be responsible for the maintenance and repair of the carbon monoxide and smoke detectors, including but not limited to, replacement of batteries or replacement of the units.

13. Fire Damage. Licensee must give the Town immediate notice in case of fire or other damages to the Premises. The Town will have the right to repair the damage within a reasonable time or cancel this License Agreement. If the Town repairs, Licensee shall pay License Fee only to the date of the fire or damage and shall start to pay License Fee again when the Premises become usable. The Town may cancel the License Agreement by giving Licensee three (3) days' written notice. The term shall be over at the end of the third day and all License Fees shall be paid to the date of the damage.

14. Liability. The Town is not liable for loss, expense or damage to any person or property unless it is due to the Town's negligence. Licensee must pay for damages suffered and money spent

by the Town relating to any claim arising from any act or neglect of Licensee. Licensee is responsible for all acts of Licensee's family, employees, guests, invitees, and pets, or any third party under the control of the Licensee.

Licensee agrees to indemnify and save the Town harmless from any and all expense arising from damage to the premises due to the negligence of the Licensee or its guests or invitees. The Town will pay for fire and liability insurance on the building and furnishings owned by the Town. The Town shall not be liable for any loss to occupant's personal property. Licensee shall, at its own expense, obtain coverage (renters insurance) for its own benefit and provide proof to the Town.

15. Assignment/Sublet. Licensee may not sublet all or any part of the Premises or assign this License Agreement or permit any other person to use the Premises.

16. Right to Enter. The Town may, at reasonable times, enter the Premises to examine, make repairs or alterations, and to show it to possible buyers, lenders or Licensees. To the extent practicable, the Town shall provide advance notice to the Licensee of any visits. The Premises are to be secured at all times, with all doors and windows locked when Licensee is out.

17. Condemnation. If all of the Premises is taken or condemned by a legal authority, the Term, and Licensee's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, the Town may cancel this License Agreement on notice to Licensee setting forth a cancellation date not less than 30 days from the date of the notice. If the License Agreement is cancelled, Licensee must deliver the Premises to the Town on the cancellation date together with all License Fees or Added License Fees due to that date. Licensee gives to the Town any interest the Licensee might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities. The Licensee must promptly comply with all laws, orders, rules and directions of all governmental authorities, property owner's associations, insurance carriers of Board of Fire Underwriters or similar group. The Licensee may not do anything which may increase the Town's insurance premiums or insurable risks. If the Licensee does, the Licensee must pay the increase as Added License Fee.

19. Licensee's defaults and Town's remedies. In addition to the terms of occupancy in paragraph I, the Town may give ten (10) day's written notice to Licensee to correct any of the following defaults:

- Failure to pay Licensee Fee or Added License Fee on time.
- Improper assignment of the License Agreement, improper subletting all or part of the premises, or allowing another to use the Premises.
- Improper conduct by the Licensee or other occupant of the Premises.
- Failure to fully perform any other term in the License Agreement.

If the Licensee fails to correct the defaults listed above within five (5) days, the Town may cancel the License Agreement by giving the Licensee a written ten (10) day notice stating the date the term will end. On that date, the term and Licensee's rights in the License Agreement automatically end and the Licensee must leave the Premises and give the Town the keys. The Licensee continues to be responsible for the License Fee, expenses, damages and losses.

If the License Agreement is cancelled, or License Fee or Added License Fee is not paid on time, or the Licensee vacates the Premises, the Town may, in addition to other remedies, take any of the following steps:

Enter the Premises and remove the Licensee and any person or property;

Use dispossession, eviction or other lawsuit method to take back the Premises.

If the License Agreement is ended or the Town takes back the Premises, License Fee and Added License Fee for the unexpired term becomes due and payable. The Town may enter into a new License Agreement for the Premises and anything on it for any term. The Town may re-License Fee for a lower License Fee and give allowances to the new Licensee. The Licensee shall be responsible for the Town's cost of replacing the Licensee with a new Licensee. The Town's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for finding a new Licensee. The Licensee shall continue to be responsible for License Fee, expenses, damages, and losses. Any License Fee received from the replacement Licensee shall be applied to the reduction of money the Licensee owes. The Licensee waives all rights to return to the Premises after possession is given to the Town by a Court.

20. Bankruptcy. If the Licensee assigns property for the benefit of creditors; Licensee files a voluntary petition or an involuntary petition is filed against Licensee under any bankruptcy or insolvency law; or a trustee or receiver of Licensee or Licensee's property is appointed, the Town may give the Licensee thirty (30) days' notice of cancellation of the term of this License Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Tenancy shall end as of the date stated in the notice. The Licensee must continue to pay License Fee damages, losses and expenses without offset.

21. Correcting Licensee's default. If the Licensee fails to correct a default after notice from the Town, the Town may correct it for Licensee at Licensee's expense. The sum Licensee must repay to the Town will be Added License Fee.

22. Unable to perform. If due to labor trouble, government order, lack of supply, the Licensee's act or neglect, or any other cause not fully within the Town's reasonable control, the Town is delayed or unable to a) carry out any of the Town's promises or agreements, b) supply any service to be supplied, c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this License Agreement shall not be ended or Licensee's obligations affected.

23. No Waiver. The Town's failure to enforce any Terms of this License Agreement shall not prevent the Town from enforcing such Terms at a later time.

24. No Lease. It is expressly understood and agreed that no building, structure, equipment or space is leased to the Licensee, and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall comply with each and every term and condition of this License.

25. Successors. This License Agreement is binding on all parties who lawfully succeed to the rights or take the place of the Town or Licensee.

26. Representations, changes in license. The Licensee has read this License. All promises made by the Town are in this License Agreement. There are no others. This License Agreement may be changed only by an agreement in writing signed by and delivered to each party.

27. Paragraph headings. The paragraph headings are for convenience only.

28. Effective date. This License Agreement is effective when the Town delivers to the Licensee a copy signed by all parties.

IN WITNESS WHERE OF, this Agreement has been duly executed by the parties hereto the day and year first above written.

TOWN OF SOMERS

By: _____
Rick Morrissey, Supervisor

Print Name: _____ (Licensee)

ACKNOWLEDGEMENTS

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

On the ____ day of _____ in the year 2021 before me, the undersigned personally appeared RICK MORRISSEY, Supervisor of the Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____ in the year 2021 before me, the undersigned personally appeared HOWARD M. VINBERG, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

KOEGEL PARK TENANT RESPONSIBILITIES

Be alert to people within the park.

Tenant shall be informed of activities scheduled for Koegel Park and shall through general observation determine if activity, scheduled or spontaneous, is appropriate. Inappropriate activity shall be addressed immediately and, if necessary, seek assistance of Town/State Police.

Lock and unlock the entrance gate daily, according to posted hours. Prior to closing, the park shall be checked for and have removed vehicles from within the park.

Immediately call Police or Fire Department in the event of an emergency and monitor the situation until police or fire personnel arrive.

Respond to public inquiries in a courteous manner.

The following shall be performed outside of regularly scheduled work hours and shall be maintained by the Tenant to Parks and Recreation specifications.

- All areas of the park and surrounding the residence shall be kept neat and clean including lawn, shrubs, gardens, walkways, drives, greenway, parking area and park entrance.
- Check all trails and other facilities routinely, but not less than once per week and remove all debris.

If any work needs attention during regularly scheduled work hours, it must be pre-approved by the Superintendent of Parks and Recreation.

Tenant shall park town-owned vehicle outside the house in a conspicuous manner at all times as to make patrons aware of its presence.

Tenant shall be available to respond to security or other alarms, as well as emergencies, i.e. water, septic, accidents, etc. that arise in any parks within the Town of Somers inventory and any other parks which may become part of the park system during the duration of this agreement. Tenant shall be reachable by cell phone during and after work hours to enable 24/7 communication with Town officials. Tenant shall be paid overtime calculated at actual time worked.

A monthly written report of activity, problems, repairs and concerns shall be submitted to the Park Board Chairman, Superintendent of Parks and Recreation and the Town Board.

OFFICE OF THE SUPERVISOR

Telephone
(914) 277-8687
Fax
(914) 276-0082

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



LICENSE AGREEMENT

AGREEMENT made as of this 1st day of July, 2018, between the **Town of Somers**, a municipal corporation having an address at 335 Route 202, Somers, New York 10589 (hereinafter referred to as "**Town**") and **Howard M. Vinberg** (hereinafter referred to as "**Licensee**") residing at Caretaker's Residence, Koegel Park, Route 118, Somers, New York 10589.

WITNESSETH:

The Town hereby enters into this License Agreement with the Licensee for the Premises known as The Caretakers Residence, Koegel Park, Route 118, Somers, New York for a Term commencing on July 1, 2018, and terminating on December 31, 2021, with a monthly License Fee, payable in advance, of \$1,000.00 per month for the period 7/1/18 to 12/31/18; \$1,300.00 per month for the period 1/1/19 to 12/31/19; \$1,323.00 per month for the period 1/1/20 to 12/31/20; and \$1,350.00 per month for the period 1/1/21 to 12/31/21. The parties acknowledge that the monthly License Fee for the Premises is discounted below the full market appraised value for the Premises. Therefore, the Licensee's consideration for the License Agreement is the Licensee's payment of the License Fee as provided for herein and the Licensee's continued performance of the duties described in Schedule "A", which is attached hereto and made a part hereof. The parties hereto hereby covenant as follows:

1. Security Deposit. Licensee shall pay \$1,000.00 as a security deposit.
2. No Smoking Permitted. No smoking will be permitted in the residence.

3. Ownership. The License Agreement is granted solely on the basis of the Town's ownership of the property and the Licensee being an employee of the Town of Somers. Occupancy hereunder is expressly conditioned upon (i) the continued ownership of the property by the Town; and (ii) the continued employment as hereinafter defined by the Town of the Licensee; and (iii) the continued performance by the Licensee of the listed duties described in Schedule "A". In the event that either Licensee's employment by the Town is terminated, voluntarily or otherwise, or Licensee no longer fulfills the duties described in Schedule "A", the

Town may terminate this License Agreement immediately and require the Licensee to vacate the Premises immediately.

In addition, should the Town sell or transfer or otherwise divest itself of ownership of the property, the Town may terminate this License Agreement upon thirty (30) days' written notice to the Licensee, and the Licensee shall be required to vacate the Premises immediately at the end of the thirty (30) day period.

The Town may terminate this agreement with ten (10) days' prior written notice for any reason whatsoever.

Any improvements or other physical alterations of the Premises, including but not limited to structures, fences, garden shrubs and trees, and interior painting in any manner whatsoever by the Licensee, must have the prior written approval of the Superintendent of Parks & Recreation.

4. Use. The Premises must be used to live in only and for no other reason. Without limiting the foregoing, the Licensee shall not run, operate or conduct any business in or on the Premises. The Town, at its sole discretion, may limit the type and number of occupants on the License Agreement Premises for reasons of public health and safety, to preserve the dignity of the property or if the Town determines that the removal of the occupants is in the best interests of the Town as defined by the Town.

5. Failure to Give Possession. The Town shall not be liable for failure to give Licensee possession of the Premises on the beginning date of the Term. License Fee shall be payable as of the beginning of the Term unless the Town is unable to give possession. In that case, License Fee shall be payable when possession is available. The Town will notify Licensee as to the date possession is available. The ending date of the Term will not change.

6. License Fee, Added License Fee. All License Fee payments shall be made by payroll deductions unless special arrangements are made in advance and approved by the Finance Director of the Town of Somers. If payment is made by other than payroll deductions, the License Fee payments for each month must be paid on the first day of that month at the Town's address above. The Town need not give notice to pay the License Fee. License Fee must be paid in full and no amount subtracted from it. The first month's License Fee is to be paid when the Licensee signs this License Agreement. Licensee may be required to pay other charges to the Town under the terms of this License Agreement ("Added License Fee"). This Added License Fee is payable as License Fee, together with the next monthly License Fee due. If Licensee fails to pay the Added License Fee on time, the Town shall have the same rights against Licensee as if it were a failure to pay License Fee. The whole amount of License Fee is due and payable when this License Agreement is effective. Payment of License Fee in installments is for the Licensee's convenience only. If Licensee defaults, the Town may give notice to Licensee that Licensee may no longer pay License Fee in installments. The entire License Fee for the remaining part of the Term will then be due and payable.

7. Notices. Any bill, statement or notice must be in writing and delivered or mailed to the Licensee at the Premises and to the Town at the address below. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be

sent by certified mail. The Town must send Licensee written notice if the Town changes the addresses for the notices.

To the Town:
Office of the Supervisor
335 Route 202
Somers, New York 10589

Town of Somers

With a copy to:

Town of Somers
Office of the Town Attorney
335 Route 202
Somers, New York 10589

To the Licensee:

Howard M. Vinberg
Caretaker's Residence
Koegel Park - Route 118
Somers, New York 10589

8. Utilities and services. The Licensee shall, at its own cost and expense, furnish all utilities, including but not limited to electricity, heat, cooking fuel and telephone necessary for its occupancy of Premises. With the exception of cooking stoves, which will be provided by the Town, Licensee, must provide for its own appliances.

9. Repairs and alterations. Licensee is responsible for day-to-day maintenance of the interior portions of the premises and the security of the unit. If Licensee defaults, the Town has the right to make repairs and charge the Licensee the cost. The cost will be an Added License Fee. Licensee must not alter, decorate, change or add to the Premises, without the prior written consent of the Town.

The Town shall provide a: stove, refrigerator, three wall air conditioners, and water softener. The licensee at the sole cost and expense of the same shall maintain the equipment (to manufacturers recommendations) in full and complete repair to the satisfaction of the Superintendent of Parks and Recreation during the term of this contract. Licensee shall provide a list of additional appliances to the Town.

Licensee shall provide the Town with certification from a licensed contractor that the wood stove chimney has been cleaned and is in good working order prior to use each year.

The Town will be responsible to maintain the exterior of the building and make all essential structural and mechanical repairs to meet all code requirements. These repairs include: electrical, plumbing, septic, heat and hot water, exterior painting, siding, windows, chimney, roof, foundations, structure, fences and infestations caused by termites and carpenter ants.

10. Space "as is". Licensee has inspected the Premises and takes the Premises "as is".

11. Care of Premises - Grounds. Licensee shall keep the unit neat and clean and at the termination of the License Agreement, the Premises must be "broom clean". Personal vehicles may be driven or parked only in driveways or in the garage. Only legally registered vehicles will be stored on Town property. Licensee shall be responsible, at Licensee's sole cost and expense, for all snow removal on the Premises. The Town shall be responsible for snow removal only on those portions of the Premises, if any, that are used by the public; provided, however, that the Town shall not be under any obligation to perform such snow removal within a specific period of time or to otherwise ensure continuous and uninterrupted access from the Premise to the public street. The Town, at its sole discretion, may limit the type and number of pet(s) on the License Agreement Premises for reasons of public health and safety, to preserve the dignity of the property or if the Town determines that the removal of the pet is in the best interests of the Town as defined by the Town.

12. Carbon Monoxide and Smoke Detectors. The Town shall, at the beginning of the term, make certain that working carbon monoxide and smoke detectors have been installed in the Premises in sufficient numbers consistent with the size of the Premises. During the term of the License Agreement, the Licensee shall be responsible for the maintenance and repair of the carbon monoxide and smoke detectors, including but not limited to, replacement of batteries or replacement of the units.

13. Fire Damage. Licensee must give the Town immediate notice in case of fire or other damages to the Premises. The Town will have the right to repair the damage within a reasonable time or cancel this License Agreement. If the Town repairs, Licensee shall pay License Fee only to the date of the fire or damage and shall start to pay License Fee again when the Premises become usable. The Town may cancel the License Agreement by giving Licensee three (3) days' written notice. The term shall be over at the end of the third day and all License Fees shall be paid to the date of the damage.

14. Liability. The Town is not liable for loss, expense or damage to any person or property unless it is due to the Town's negligence. Licensee must pay for damages suffered and money spent by the Town relating to any claim arising from any act or neglect of Licensee. Licensee is responsible for all acts of Licensee's family, employees, guests, invitees, and pets, or any third party under the control of the Licensee.

Licensee agrees to indemnify and save the Town harmless from any and all expense arising from damage to the premises due to the negligence of the Licensee or its guests or invitees. The Town will pay for fire and liability insurance on the building and furnishings owned by the Town. The Town shall not be liable for any loss to occupant's personal property. Licensee shall, at its own expense, obtain coverage (renters insurance) for its own benefit and provide proof to the Town.

15. Assignment/Sublet. Licensee may not sublet all or any part of the Premises or assign this License Agreement or permit any other person to use the Premises.

16. Right to Enter. The Town may, at reasonable times, enter the Premises to examine, make repairs or alterations, and to show it to possible buyers, lenders or Licensees. To the extent practicable, the Town shall provide advance notice to the

Licensee of any visits. The Premises are to be secured at all times, with all doors and windows locked when Licensee is out.

17. Condemnation. If all of the Premises is taken or condemned by a legal authority, the Term, and Licensee's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, the Town may cancel this License Agreement on notice to Licensee setting forth a cancellation date not less than 30 days from the date of the notice. If the License Agreement is cancelled, Licensee must deliver the Premises to the Town on the cancellation date together with all License Fees or Added License Fees due to that date. Licensee gives to the Town any interest the Licensee might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities. The Licensee must promptly comply with all laws, orders, rules and directions of all governmental authorities, property owner's associations, insurance carriers of Board of Fire Underwriters or similar group. The Licensee may not do anything which may increase the Town's insurance premiums or insurable risks. If the Licensee does, the Licensee must pay the increase as Added License Fee.

19. Licensee's defaults and Town's remedies. In addition to the terms of occupancy in paragraph 1, the Town may give ten (10) day's written notice to Licensee to correct any of the following defaults:

- Failure to pay Licensee Fee or Added License Fee on time.
- Improper assignment of the License Agreement, improper subletting all or part of the premises, or allowing another to use the Premises.
- Improper conduct by the Licensee or other occupant of the Premises.
- Failure to fully perform any other term in the License Agreement.

If the Licensee fails to correct the defaults listed above within five (5) days, the Town may cancel the License Agreement by giving the Licensee a written ten (10) day notice stating the date the term will end. On that date, the term and Licensee's rights in the License Agreement automatically end and the Licensee must leave the Premises and give the Town the keys. The Licensee continues to be responsible for the License Fee, expenses, damages and losses.

If the License Agreement is cancelled, or License Fee or Added License Fee is not paid on time, or the Licensee vacates the Premises, the Town may, in addition to other remedies, take any of the following steps:

Enter the Premises and remove the Licensee and any person or property;

Use dispossess eviction or other lawsuit method to take back the Premises.

If the License Agreement is ended or the Town takes back the Premises, License Fee and Added License Fee for the unexpired term becomes due and payable. The Town may enter into a new License Agreement for the Premises and anything on it for any term. The Town may re-License Fee for a lower License Fee and give allowances to the new Licensee. The Licensee shall be responsible for the Town's cost of replacing the Licensee with a new Licensee. The Town's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for finding a new Licensee. The Licensee shall continue to be responsible for License Fee, expenses, damages, and losses. Any License Fee received from the replacement Licensee shall be applied to the reduction of money the Licensee owes. The Licensee waives all rights to return to the Premises after possession is given to the Town by a Court.

20. Bankruptcy. If the Licensee assigns property for the benefit of creditors; Licensee files a voluntary petition or an involuntary petition is filed against Licensee under any bankruptcy or insolvency law; or a trustee or receiver of Licensee or Licensee's property is appointed, the Town may give the Licensee thirty (30) days' notice of cancellation of the term of this License Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Tenancy shall end as of the date stated in the notice. The Licensee must continue to pay License Fee damages, losses and expenses without offset.

21. Correcting Licensee's default. If the Licensee fails to correct a default after notice from the Town, the Town may correct it for Licensee at Licensee's expense. The sum Licensee must repay to the Town will be Added License Fee.

22. Unable to perform. If due to labor trouble, government order, lack of supply, the Licensee's act or neglect, or any other cause not fully within the Town's reasonable control, the Town is delayed or unable to a) carry out any of the Town's promises or agreements, b) supply any service to be supplied, c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this License Agreement shall not be ended or Licensee's obligations affected.

23. No Waiver. The Town's failure to enforce any Terms of this License Agreement shall not prevent the Town from enforcing such Terms at a later time.

24. No Lease. It is expressly understood and agreed that no building, structure, equipment or space is leased to the Licensee, and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall comply with each and every term and condition of this License.

25. Successors. This License Agreement is binding on all parties who lawfully succeed to the rights or take the place of the Town or Licensee.


26. Representations, changes in license. The Licensee has read this License. All promises made by the Town are in this License Agreement. There are no others. This License Agreement may be changed only by an agreement in writing signed by and delivered to each party.

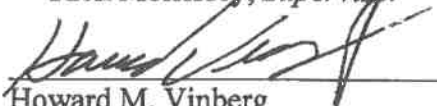
27. Paragraph headings. The paragraph headings are for convenience only.

28. Effective date. This License Agreement is effective when the Town delivers to the Licensee a copy signed by all parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

TOWN OF SOMERS

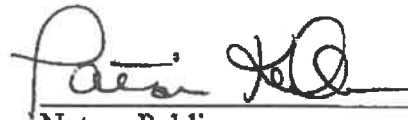
By 
Rick Morrissey, Supervisor


Howard M. Vinberg
(Licensee)

ACKNOWLEDGEMENTS

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

On the 18 day of July in the year 2018 before me, the undersigned personally appeared RICK MORRISSEY, Supervisor of the Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the 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, 2022

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

On the 19 day of July in the year 2018 before me, the undersigned personally appeared HOWARD M. VINBERG, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the 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, 2022

SCHEDULE "A"

KOEGEL PARK TENANT RESPONSIBILITIES

Be alert to people within the park.

Tenant shall be informed of activities scheduled for Koegel Park and shall through general observation determine if activity, scheduled or spontaneous, is appropriate. Inappropriate activity shall be addressed immediately and, if necessary, seek assistance of Town/State Police.

Lock and unlock the entrance gate daily, according to posted hours. Prior to closing, the park shall be checked for and have removed vehicles from within the park.

Immediately call Police or Fire Department in the event of an emergency and monitor the situation until police or fire personnel arrive.

Respond to public inquiries in a courteous manner.

The following shall be performed outside of regularly scheduled work hours and shall be maintained by the Tenant to Parks and Recreation specifications.

- All areas of the park and surrounding the residence shall be kept neat and clean including lawn, shrubs, gardens, walkways, drives, greenway, parking area and park entrance.
- Check all trails and other facilities routinely, but not less than once per week and remove all debris.

If any work needs attention during regularly scheduled work hours, it must be pre-approved by the Superintendent of Parks and Recreation.

Tenant shall park town-owned vehicle outside the house in a conspicuous manner at all times as to make patrons aware of its presence.

Tenant shall be available to respond to security or other alarms, as well as emergencies, i.e. water, septic, accidents, etc. that arise in any parks within the Town of Somers inventory and any other parks which may become part of the park system during the duration of this agreement. Tenant shall be reachable by cell phone during and after work hours to enable 24/7 communication with Town officials. Tenant shall be paid overtime calculated at actual time worked.

A monthly written report of activity, problems, repairs and concerns shall be submitted to the Park Board Chairman, Superintendent of Parks and Recreation and the Town Board.

Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

Email: parks@somersny.com

WEB: www.somersny.com



Steven Ralston
Superintendent

*Sent to:
TB, TA, TC
11/29/21
KD*

November 24, 2021

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to sell the old/removed doors, French doors and casements on the attached list, from Van Tassell House to Hudson Valley Hose Parts (only responsive offer of five) in the amount of \$1,500.00.

C: Director of Finance
Town Clerk
Park Board

10/20/2021 ①

Town of ...

Log of Old Van Tassel Windows

Van Tassel ...

1-4	35 7/8" x 30 1/2"	Upper Sash	8 Panes	
2-4	35 7/8 x 31 7/8	Lower Sash	8 Panes	
✓3- 2 sets of 2	47 1/2 (together) x 46 7/8	Casement	12 Panes (each)	
✓4- 1 set	47 1/8 (together) x 82 1/8	French Doors	12 Panes (each)	Wavy Glass
✓5- 1 set	48 (together) x 79 1/2	French Doors	10 Panes (each)	
6- 2	47 7/8 x 11 3/8	Awning Screen	2 Panel	
✓7- 1	13 1/2 x 35 1/2	Casement	6 Panes	
✓8- 2	17 1/2 x 31 1/8	Casement	6 Panes	
✓9- 3	22 1/2 x 66	Casement	10 Panes	Wavy Glass
10- 2 sets of 2	48 (together) x 42	Casement	6 Pane (each)	Wavy Glass
11- 2	32 7/8 x 43	Lower Sash	6 Panes	
12- 2	32 7/8 x 42	Upper Sash	6 Panes	
13- 1	33 1/2 x 31 1/8	Upper Sash	6 Panes	Wavy Glass
14- 1	33 1/2 x 31 7/8	Lower Sash	6 Panes	Wavy Glass
15- 1	32 7/8 x 30 7/8	Lower Sash	6 Panes	Wavy Glass
16- 1	32 7/8 x 30 1/2	Upper Sash	6 Panes	Wavy Glass
17- 1	32 1/2 x 30 7/8	Lower Sash	1 Pane	
18- 1	32 1/2 x 30 1/2	Upper Sash	12 Panes	
19- 1	32 1/2 x 31	Lower Sash	12 Panes	
20- 1	32 5/5 x 29 5/8	Upper Sash	6 Panes	Wavy Glass
21- 1	32 3/8 x 31	Lower Sash	6 Panes	Wavy Glass
22- 1	33 1/2 x 31 3/8	Lower Sash	6 Panes	Wavy Glass
23- 1	32 1/2 x 30 1/8	Upper Sash	6 Panes	Wavy Glass
24- 1	33 1/2 x 30 1/2	Upper Sash	6 Panes	Wavy Glass
25- 4	32 5/8 x 30 1/2	Upper Sash	12 Panes	Wavy Glass
26- 4	32 5/8 x 30 1/2	Lower Sash	12 Panes	Wavy Glass
27- 3	32 1/2 x 31 3/8	Lower Sash	6 Panes	Wavy Glass

28- 3	32 5/8 x 30 1/8	Upper Sash	6 Panes	Wavy Glass
29- 2	31 7/8 x 23 1/8	Upper Sash	6 Panes	
30- 1	31 7/8 x 24 1/8	Lower Sash	6 Panes	Wavy Glass
31 -1	32 x 24 1/8	Lower Sash	6 Panes	
32-3	30 7/8 x 23 7/8	Lower Sash	8 Panes	
33-3	30 7/8 x 23 1/8	Upper Sash	8 Panes	
34-1	29 7/8 x 21 7/8	Lower Sash	6 Panes	
35 - 1	29 7/8 x 21 1/4	Upper Sash	6 Panes	
36 - 1	26 7/8 x 24 1/4	Lower Sash	9 Panes	
37 - 1	26 7/8 x 24 1/4	Upper Sash	9 Panes	
38 - 2	17 1/4 x 31	Casement	6 Panes	Wavy Glass
39 - 1	26 1/4 x 28	Casement	8 Panes	Wavy Glass
40 - 2	11 1/2 x 30 5/8	Upper Sash	3 Panes	Wavy Glass
41 - 2	11 1/2 x 30 1/4	Lower Sash	3 Panes	Wavy Glass

- Window # 39 Has an asterisk mullion pattern.

35 - window weights

100 + Pulleys

✓ Town
Log of Old Van Tassel Doors
 Van Tassel Historic House

1- 2	23 5/8 x 77 1/4 x 1 3/8	Right Hand	1 Panel
2- 1	23 3/8 x 77 1/4 x 1 3/8	Left Hand	1 Panel
3- 1	23 7/8 x 79 1/4 x 1 3/8	Left Hand	2 Panel
4- 1	29 7/8 x 79 1/4 x 1 3/8	Right Hand	2 Panel
5- 1	29 7/8 x 78 7/8 x 1 3/8	Right hand	2 Panel
6- 1	31 1/4 x 73 7/8 x 1 3/8	Right Hand	4 Panel
7- 1	30 x 76 7/8 x 1 3/8	Right Hand	6 Panel
8- 1	31 5/8 x 74 3/8 x 1 1/4	Right Hand	6 Panel
9- 1	31 7/8 x 79 1/4 x 1 3/8	Right Hand	2 Panel
10- 1	31 7/8 x 79 1/4 x 1 3/8	Left Hand	2 Panel
11- 1	30 x 76 1/4 x 1 3/8	Right Hand	6 Panel
12- 1	30 1/4 x 76 1/4 x 1 1/4	Left Hand	6 Panel
13- 1	25 1/4 x 76 1/4 x 1 3/8	Left Hand	4 Panel
14- 1	31 5/8 x 77 5/8 x 1 3/8	Right Hand	6 Panel
15- 1	24 x 46 7/8 x 1 3/8	Left Hand	1 Panel

- All doors are painted & presumed to be Douglas Fir.
- Indicated "handing" of doors are as the door would pull toward you.
- All doors have the hardware that is on the door, no Jam side hardware

Sent to:
TB, TA, TC
11/30/2021
KD

Somers Department of Parks & Recreation

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Steven Ralston
Superintendent

November 29, 2021

To: Supervisor Morrissey

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

At your direction I was able to increase the number of vacation days taken, thirty-three to date. However, due to covering for a short staff for much of the year I still have a large balance eighty-four to be carried to 2022. I anticipate to take another five or so by the end of the year which would leave a balance of 79. In order to further reduce this number consideration of payment for any number of days at your discretion would be appreciated.

Thank you

Kim DeLucia

From: Bob Kehoe
Sent: Monday, November 29, 2021 2:26 PM
To: Rick Morrissey
Cc: Kim DeLucia
Subject: RE: Vacation

12,431.88

From: Rick Morrissey <supervisor@somersny.com>
Sent: Monday, November 29, 2021 2:22 PM
To: Bob Kehoe <rkehoe@somersny.com>
Cc: Kim DeLucia <kdelucia@somersny.com>
Subject: RE: Vacation

Bob,

How much money does this equate to? Kim will add to the agenda.

Thanks,

Rick

From: Bob Kehoe <rkehoe@somersny.com>
Sent: Monday, November 29, 2021 1:52 PM
To: Rick Morrissey <supervisor@somersny.com>
Cc: Kim DeLucia <kdelucia@somersny.com>
Subject: RE: Vacation

Rick,

Please confirm your agreement to pay Steve Ralston 30 of his 84 accrued vacation days in December 2021.

Bob

From: Rick Morrissey <supervisor@somersny.com>
Sent: Monday, November 29, 2021 11:39 AM
To: Bob Kehoe <rkehoe@somersny.com>
Cc: Kim DeLucia <kdelucia@somersny.com>
Subject: FW: Vacation

Bob:

Let's discuss a pay out of a portion of Steve's accrued time.

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

From: Steve Ralston <sralston@somersny.com>
Sent: Monday, November 29, 2021 11:26 AM
To: Rick Morrissey <supervisor@somersny.com>
Subject: Vacation

Rick

Memo attached

Thank you

Steve Ralston

Superintendent
Parks and Recreation
Town of Somers

Fax (914) 232-8548

Sent to:
TB, TA, TC
11/29/21
KD

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
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: November 15, 2021

To: Town Board

From: Steven Woelfle *SW*
Engineering Department

RE: **Klimentov Stormwater Management and Erosion and Sediment
Control Permit #ASMESC2012-33
TM: 38.17-2-4
Release of Erosion Control Bond
Check received October 11, 2012**

This office has no objection to the return of the Erosion Control Bond in the amount of \$200.00

Please return to:

Dmitri Klimentov

SW/wg
cc: Town Clerk
Director of Finance
Dmitri Klimentov