

OFFICE OF THE SUPERVISOR

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Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, JUNE 1, 2023
www.somersny.com**

6:00PM – Executive Session

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

A. TOWN BOARD:

1. Town of Somers – Update
2. Library Teen Room Architectural and Engineering Presentation – Lothrop Associates LLP Architects
3. Implementation of Comprehensive Plan – Petition to Rezone - Presentation – David Smith, Director of Planning
4. 259 Route 100 - Zoning Amendment from MFR-100 to OLI, per letter dated May 23, 2023 from McCullough, Goldberger & Staudt, LLP:
 - a. Declare itself lead agency.
 - b. Set a public hearing on the zoning amendment for July 13, 2023.
5. Request permission to purchase one (1) 2023 Ford F-150 XL 4WD pick-up truck from the National Auto Fleet Group Sourcewell Contract 091521-NAF for \$43,200.00 per memo dated May 22, 2023 from Frederick McQuillan, Superintendent of Water and Sewer.

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6. Authorize the Supervisor to sign the renewal contract for the Town's Life Insurance with The Standard effective June 1, 2023. Rate will be guaranteed for three (3) years until June 1, 2026, per referral from Robert Kehoe, Director of Finance.
7. Consider adoption the Videoconferencing Policy in the Town of Somers - Discussion
8. Consider Adoption of Resolution Making it Unlawful to Discharge any Radiological Agent into the Hudson River – Discussion
9. Formation of Veteran's Committee – Discussion

B. PARKS & RECREATION:

1. Authorize hiring of Day Camp staff from June 26 to August 4, 2023 and continue to hire on an as-needed basis pursuant to County Health counselor-to-camper ratio regulations per memo dated May 24, 2023 from Steven Ralston, Superintendent of Parks & Recreation.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. Current Vacancies:

- a. Affordable Housing Board (1- 2-year term ending 7/11/2023.)
- b. Affordable Housing Board (1- 2-year term ending 7/11/2024.)
- c. Partners in Prevention (1- 3-year term ending 12/31/2023.)
- d. Partners in Prevention (2- 3-year terms ending 12/31/2025.)

2. Upcoming Vacancies - Terms Expiring in 2023:

- a. Affordable Housing Board (2- 2-year term ending 7/11/2023.)

3. Authorize hiring of Anthony Selvaggi as Somers Police Officer part-time, to work no more than 20 hours per week, at an hourly rate equivalent to 80% of the current police officer rate, per memo dated May 22, 2023 from Brian Linkletter, Chief of the Somers Police Department, effective June 1, 2023.

F. PLANNING & ENGINEERING: No additional business.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, JUNE 1, 2023
www.somersny.com**

G. POLICE: No additional business.

H. PROPOSED CONSENSUS AGENDA:

1. Authorize the following SEQRA/Professional Service Fee refund per May 17, 2023 memo from David B. Smith, Director of Planning:
 - a. \$1,757.50 Crown Castle Amended Special Use Permit,
294 Route 100 TM: 17.19-1-1
2. Authorize the Supervisor to execute the State Transportation Services Contract, for the period of April 1, 2023 through March 31, 2024 per memo dated May 23, 2023 from Barbara Taberer, Nutrition Program Director.
3. Declare June 11, 2023 as Race Amity Day in the Town of Somers.

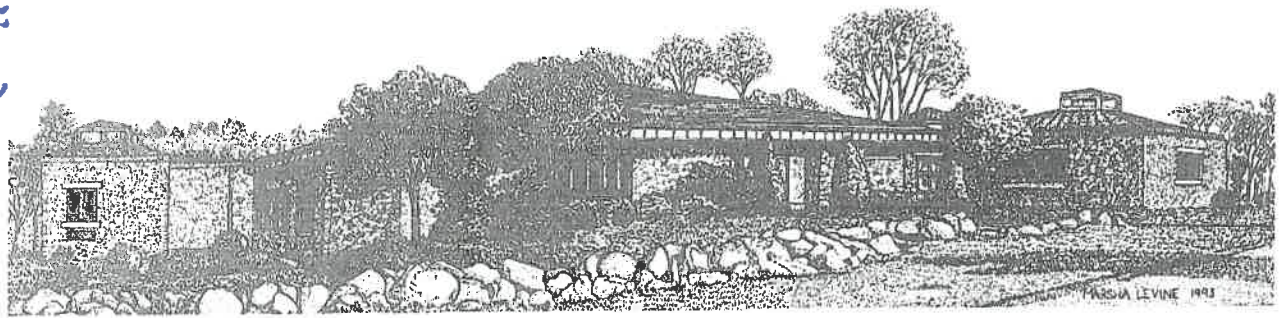
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2023 Calendar

June 1, 2023	7:00pm	Town Board Work Session
June 8, 2023	7:00pm	Town Board Regular Meeting
July 13, 2023	7:00pm	Town Board Work Session/Regular Meeting
August 10, 2023	7:00pm	Town Board Work Session/Regular Meeting

5/30/2023 1:53 PM
SomersNY-Supervisor - Documents\kdelucia\TB Agendas\2023\Jun 1, 2023 Work Session.docx

Sent to:
TB, TA, TC
5/24/23
KD



SOMERS LIBRARY

P.O. Box 443, Somers, New York 10589 • (914) 232-5717 • www.somerslibrary.org

MEMO TO: Town Board

FROM: Jennifer Daddio, Library Director

RE: Proposals for Teen Room Renovation

DATE: March 20, 2023

Please find attached three proposals received for the Teen Room Renovation in the library.

Although Lothrop Associates is not the lowest proposal received, we would like very much to contract with them to do the work. We have been working with Lothrop Associates since October 2021 as they are working on the Long-Range Vision Plan for the library. In addition, they met with the Library Board of Trustees at their monthly meeting on March 15th to review and discuss their proposal. Building Inspector Tom Tooma was also present at the meeting as he was interested in hearing what their plans were. Everyone was most impressed with the proposal Lothrop Associates provided. It was very thorough and well thought out. Lothrop Associates works primarily with libraries, most of which are in the Northeast with some being in Westchester. Prior to securing them for the Long-Range Vision Plan for the library, I reached out to the libraries in Westchester that had worked with them and they were highly recommended by all.

attachments

December 2, 2022

Jennifer Daddio, Director
The Somers Library
Route 139 & Reis Park
Somers, NY 10589

RE: The Somers Library
Teen Room Expansion Area
Architectural and Engineering Services Agreement

Dear Jennifer,

We are so pleased to submit our proposal for architectural and engineering services for the Teen Room Expansion Area of the Somers Library.

SCOPE OF WORK

We understand that the Scope of Work of the Project includes the following components, as represented in our sketch attached:

- Expansion of the Teen Room into one larger room which will include a movable partition wall.
- A new glass entry wall with separate entrances at each end to the new Teen Room.
- A new exterior exit door in the Teen Room.
- Modifications to the lighting layout in the new Teen Room and the Teen stacks area.
- Structural modifications to support the new movable partition and eliminate one structural column.
- HVAC modifications to accommodate for the new layout.
- MEP modifications to accommodate for the new layout.
- New finishes in the Teen space.

SCOPE OF SERVICES

To facilitate the Scope of Work outlined above, we will provide the following services for the Project:

General:

1. **Services:** We will provide Architectural, Structural, Mechanical, Electrical, Plumbing and Fire Protection (MEP/FP) Engineering and Cost Estimating Services. We will supply all labor, materials, supplies and out-of-pocket expenses and travel time necessary to complete the scope of services contained herein. This scope of services also includes any necessary meetings with the Library.
2. **Meetings:** We will meet with the Library throughout the performance of our services for the project. Meetings will be as mutually established by all involved parties. We will conduct all meetings and prepare meeting minutes of all meetings. Minutes will be distributed for review and comment. Revised minutes will be prepared and distributed for record. Meetings will include, but not be limited to, the following:
 - a. **Project Kickoff Meeting** – We meet with the Library Board and Staff to identify and confirm the project goals, objectives and project budget based upon available and/or anticipated funding for the Project.
 - b. **Existing Conditions Review Meeting** – We meet with the Library Board and Staff to review the existing conditions drawings for the purposes of identifying opportunities and potential obstacles for the Project.
 - c. **Schematic Design Phase Meetings** – We meet with the Library Board and Staff to review preliminary and revised Schematic Design Drawings, Outline Specifications, and Preliminary Cost Estimates.
 - d. **Design Development Phase Meetings** – We meet with the Library Board and Staff to review preliminary and revised Design Development Drawings, Preliminary Three-Part Specifications, and Cost Estimates.

- e. **Construction Documents Phase Meetings** – We meet with the Library Board and Staff to review preliminary and revised Construction Documents Drawings, Three-Part Specifications, and Cost Estimates.
- f. **Bidding Phase Meetings** – We meet with the Library to review preliminary and revised Bid Documents prior to issuance for Bid.
- g. **Construction Phase Meetings** – We meet with the Library and Contractor weekly throughout the construction period.
- 3. **Design:** We will prepare schematic design, design development and construction drawings and specifications to satisfy the goals and objectives for the Project. Our design will
 - a. Satisfy infrastructural and functional space needs,
 - b. Be sympathetic to the original Library aesthetic, and
 - c. Address accessibility non-compliances through the implementation of “Universal Design”.
- 4. **Work Products:**
 - a. **Drawings:** We will prepare schematic design, design development and construction drawings for the Project.
 - b. **Specifications:** We will prepare written three-part specifications for the Project.
- 5. **Cost Estimate:** We will prepare “Order of Magnitude” “*per square foot*” cost estimates to accompany schematic design, design development and construction drawings and specifications.
- 6. **Codes:** We will assure that all work shall meet or exceed Local and State Building Codes.
- 7. **Approvals and Permits:** We will identify any approvals and permits that are required for the Project. We will assist the Library in applying for a building permit.

Architectural Services:

- 1. We will:
 - a. Throughout all phases of service outlined below, we will:
 - i. Coordinate the performance of all services with the Library, and structural, mechanical, electrical, plumbing, fire protection engineering, and cost estimating consultants.
 - ii. Perform all administrative duties including scheduling, record keeping, and communications amongst all parties.
 - b. Perform all Architectural services required for the Project including:
 - i. The performance of all pre-design, schematic design, design development, construction documents, bidding, and construction phase services.
 - ii. The preparation of all architectural drawings and specifications.

Mechanical, Electrical, Plumbing and Fire Protection (MEP/FP) Engineering Services:

- 1. We will provide MEP/FP engineering services as follows:
 - a. Prepare all MEP/FP drawings and specifications that include:
 - 1. Preparation of drawings for MEP/FP systems related to the Work Area of the Project.
 - 2. Participation in meetings with the stakeholders to present options and develop a proposed approach that meets their needs.
 - 3. Heating, Ventilation and Air Conditioning plans, details, and schedules including:
 - a. Modification of the existing HVAC system.
 - 4. Electrical plans, details, and schedules including:
 - a. Modification to the following:
 - 1. Electrical power distribution system.
 - 2. Electrical Emergency and exit lighting.
 - 3. Electrical Lighting and Lighting controls.
 - 4. Fire Alarm system.
 - 5. Fire Protection plans, details, and schedules including:
 - a. Modifications to the existing fire protection system.
 - 6. Prepare ComCheck for applicable MEP Systems to ensure Energy Code Compliance.

Structural Engineering Services:

- 1. We will provide structural engineering services required for the project including the following:

- a. New footing for new column.
- b. New structural beam to support existing beams and new moveable partition.
- c. New lintel at new opening in stone wall for new exterior door.

Schematic Design Phase Services:

1. We will provide Schematic Design drawings for the project including:
 - a. Floor Plan
 - b. Reflected Ceiling Plan
 - c. Interior Elevations
2. We will prepare a written narrative scope of work for the project.
3. We will prepare an outline specification for the project.
4. We will prepare a "Order of Magnitude" *"per square foot"* cost estimate for the project.
5. We will meet with you to present the Schematic Design drawings, narrative, outline specification, and cost estimate for your review and approval.
6. We will receive and incorporate your comments into revised Schematic Design drawings that will constitute final Schematic Design Drawings.
7. We will update the "Order of Magnitude" *"per square foot"* cost estimate to correspond to the final Schematic Design Drawings.
8. We will meet with you to present the final Schematic Design drawings and cost estimate.
9. Upon approval of the final Schematic Design, we will proceed with Design Development Phase Services.

Design Development Phase Services:

1. We will prepare Design Development drawings for the project including:
 - a. Floor Plan
 - b. Reflected Ceiling Plan
 - c. Building and Wall Sections where necessary
 - d. Interior Elevations
 - e. Preliminary Schedules (Door, Window, Finish, Accessory, Electrical Fixture)
1. We will select and present for your approval, and "fix" all materials to be included in the Project.
2. We will prepare preliminary specifications.
3. We will update the "Order of Magnitude" *"per square foot"* cost estimate.
4. We will meet with you to present first draft of the Design Development Documents (drawings, outline specification and cost estimate).
5. We will receive and incorporate your comments into revised Design Development Documents that will constitute the final Design Development documents.
6. We will meet with you to present the final Design Development Documents.
7. Upon completion of Design Development Phase Services, we will proceed with Construction Documents Phase Services.

Construction Documents Phase Services:

1. Based on your approval of the Design Development Documents, we will prepare Construction Documents for your review and approval. Construction Documents include the drawings and specifications from which the project will be bid and built. The Construction Documents will illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. We both acknowledge that in order to construct the work the Contractor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which we will review and process/approve accordingly.
2. We will incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
3. We will develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions).

4. We will update the "Order of Magnitude" *"per square foot"* cost estimate.
5. We will submit the Construction Documents and updated cost estimate to you for review and approval. At the end of this phase, we will:
 - a. Submit signed and sealed drawings and specifications to the Building Department for permit.
 - b. Furnish you with the Construction Documents, labeled "Bid Set" for your records.
6. Upon completion of Construction Documents Phase Services, we will proceed with Bidding Phase Services.

Bidding Phase Services:

1. We will prepare a Bid Package to include drawings and specifications.
2. We will issue a Bid Package to Single Prime General, Mechanical, Electrical and Plumbing Contractors for competitive public bidding purposes.
3. We will attend and conduct a Pre-Bid Site Visit with prospective Bidders.
4. We will answer Requests for Information from Bidders.
5. We will receive, Analyze and Tabulate Bids.
6. We will check Bidders references and qualifications.
7. We will prepare Recommendation of Award to Lowest Qualified Bidder.
8. We will assist you in the selection of a Single Prime General Contractor.

Construction Phase Services:

1. We will prepare Contract Documents (AIA Contract for Construction or Owner approved equal).
2. We will visit the construction site to verify, in so far as intermittent visual inspections allow, that the work is being completed as required by the documents.
3. We will consult with you throughout construction until final payment to the Contractor is due.
4. We will review and approve submittals, shop drawings, product data, samples, and mockups.
5. We will review and certify contractor's applications for payment.
6. We will review and approve Proposed Change Orders.
7. We will prepare and execute approved Change Orders.
8. At substantial completion, we will visit the site and prepare a punchlist.
9. We will issue a Certificate of Substantial Completion.
10. We will make a final site visit to check completion of punchlist.
11. We will issue a certified final application for payment.
12. We will obtain as built drawings, warranties and close out documents from Contractor prior to issuance of final payment.
13. We will compile and distribute Owner's Operations and Maintenance Manuals for Owner's records. O&M Manuals will include all operations, maintenance and warranty information called for in the Project Manual.

DELIVERABLES:

Our Work Products will constitute our Deliverables for the Project and are outlined as follows:

1. Written documentation: 8 ½" x 11" size. Documentation includes the following:
 - a. Meeting Minutes/Conference Memoranda: in PDF Format
 - b. Product Information: in PDF Format
 - c. Specifications: in PDF Format
 - d. Cost Estimates: in PDF Format
2. Design Drawings: 22" x 34" size in PDF Format

FEE STRUCTURE

For the Architectural, Engineering and "Order of Magnitude" *"per square foot"* Cost Estimating Services outlined above, we propose a Lump Sum Fee of Twenty Thousand Dollars (\$20,000.00). This fee is itemized as follow:

1. Schematic Design Phase Services:	\$2,500.00
2. Design Development Phase Services:	\$3,500.00
3. Construction Documents Phase Services:	\$5,500.00
4. Bidding Phase Services:	\$1,000.00

5. Construction Phase Services:

\$7,500.00

Reimbursable Expenses: We estimate a \$950.00 Reimbursable Expense Allowance for the Project. This Allowance is not included in the Lump Sum Fee outlined above. Any costs incurred for the Project such as mileage costs, printing, photographs, delivery service, consultants, and building department consultant and filing fees are considered a Reimbursable Expense. Unforeseen expenses other than those listed here are not included in the Lump Sum Fee. Building Permit Application and Permit Fees would be borne by the Contractor and, as such, are not considered a Reimbursable Expense.

Qualifications and Exclusions:

1. Professional Detailed Cost Estimating is excluded. If a Professional Detailed Cost Estimate is needed for any reason, we will provide a proposal for these additional services for your review and approval. We will obtain proposals from NASCO Construction for these services. For budgeting purposes, we recommend a \$5,000.00 allowance for detailed professional cost estimating services performed by NASCO.
2. Survey of existing conditions and systems if limited to visually accessible areas only.
3. The performance of probes and destructive testing is excluded.
4. We include two (2) site visits/meetings during design phase services.
5. We include 2 (2) site visits/meetings during bidding phase services.
6. We include three (3) site visits/meetings during construction.
7. Geo-technical investigation and reporting is excluded.
8. Hazardous Materials investigation, sampling, testing, reporting and the preparation of abatement drawings and specifications are excluded.
9. The preparation of metes and bounds and/or topographic surveys is excluded. Required survey for approvals shall be provided by the Owner under direct separate contract with a licensed land surveyor.
10. Structural probes to verify all existing conditions drawings.

Budgets:

A note about budgets: Construction costs are all too subject to the vagaries of the marketplace, especially during these inflationary times. We will furnish our best "order of magnitude" estimates as early in the design process as we can. We may specify otherwise, but our "guesstimates" typically include the full scope of construction work including contractor's profit and overhead. They do not typically include our fees, building permit fees and other transaction costs for which you should budget separately.

If the foregoing meets with your approval and understanding, please sign in the place indicated below.

Sincerely,



Bob Gabalski, AIA
Partner

AGREED TO AND ACCEPTED BY:

(Printed Name)

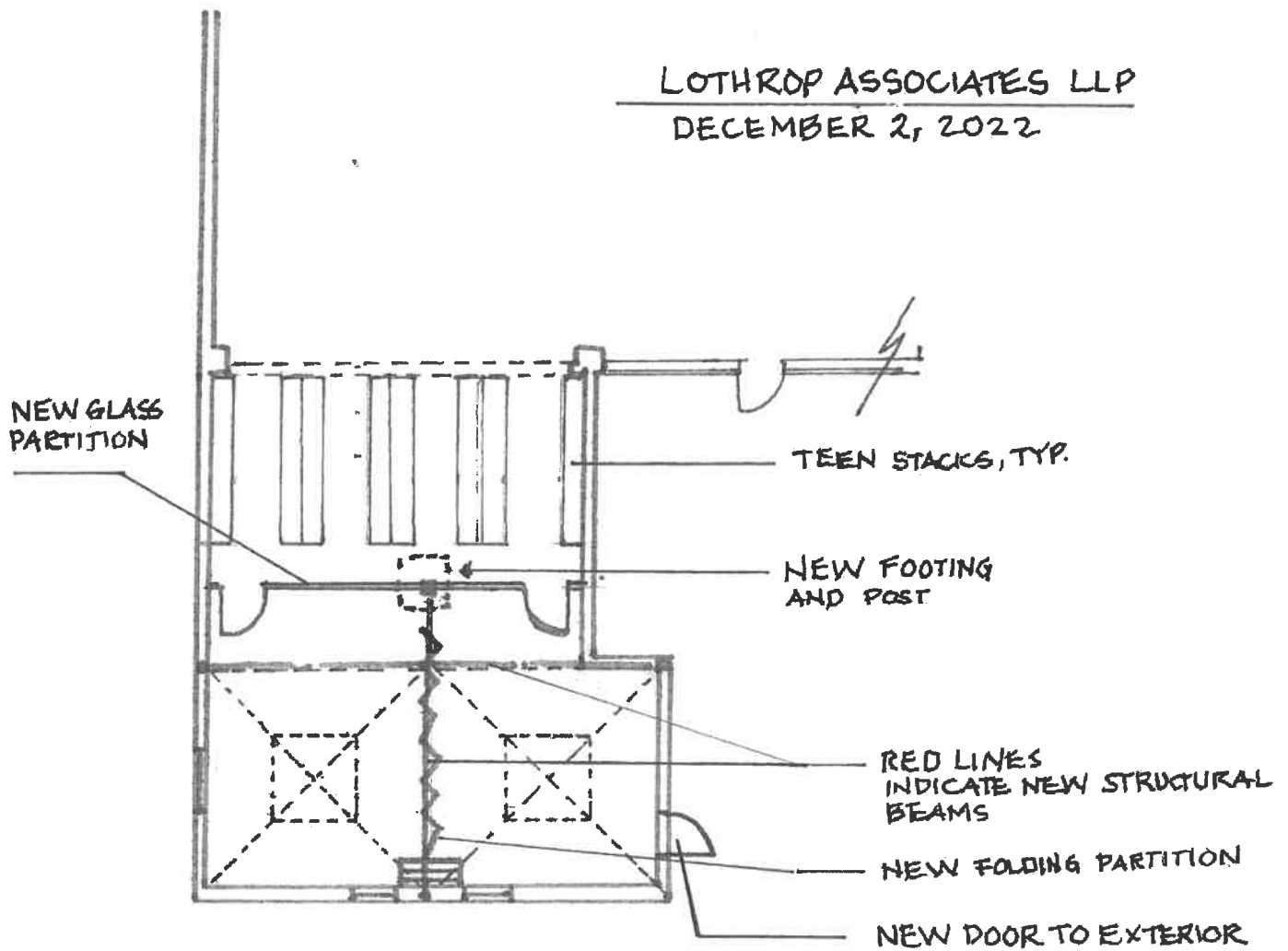
(Title)

(Signature)

(Date)

LOTHROP ASSOCIATES LLP

DECEMBER 2, 2022



SOMERS PUBLIC LIBRARY
TEEN ROOM EXPANSION AREA

NOT TO SCALE
22-379



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

January 10, 2023

Ms. Jennifer Daddio
Director
Somers Library
82 Primrose Street
Katonah, NY 10536

**Re: Proposal for Professional Architectural and Engineering Services
Teen Room – Interior Renovations
H2M LP No.: 221583**

Dear Ms. Daddio:

It was a pleasure to meet with you to discuss your upcoming interior renovation project for the Teen Area. We recognize that this is a unique opportunity to elevate the Library's offerings to the community through increased space and improved furnishings, finishes, and ambiance. Our 90-year-old firm proudly serves a wide range of library clients and recognizes that these facilities are the keystone of their communities. We appreciate the opportunity to work with you on this important project and hope this proposal suits your needs and expectations. If you have any questions or requests that are not addressed in the proposal, please reach out to the undersigned, so that we can discuss.

With each Library project, whether a small renovation, a major addition, or a new facility, H2M endeavors to create a "place for everyone". Through thoughtful design and resource planning, we seek strategic use of funding to maximize the role these centers play in providing essential resources and services in their communities.

Amenities and ambiance will be thoughtfully proposed to provide spaces tailored to the building's users; now and in the future. Through creative collaboration with representatives from the Library we believe we can:

- Provide an impactful increase in available space for teens, with minimal impact on the adjacent stack area
- Introduce flexibility through a moveable partition, lighting and power placement, strategically placed entrances and flexible furnishings
- Assist in selection of comfortable, durable and enticing seating options for your patron's varied needs
- Improve lighting quality and options for various uses

Based on our December 20th meeting, our understanding of the desired renovations to the Teen Area includes the following:

Architecture:

- Remove interior partitions to create an open floor plan
- Remove end-bank of stacks in adjacent collection area
- Construct new wall partition to increase size of Teen Area (approximately 3' out from current space delineation), including entrance door(s) and glazing as desired
- Provide new moveable partition to divide the room into two sections
- Possibly remove one existing window and install a new exterior door

Interior Design:

- Replace carpet flooring
- Provide new wall and ceiling finish (paint and/or desired acoustic covering)
- Assist the Library in selecting furniture (we understand several items have already been selected and ordered, however we will assist with space planning and selecting any other remaining furniture)
- Construct new storage casework as desired

Structural Engineering

- Provide support for moveable partition

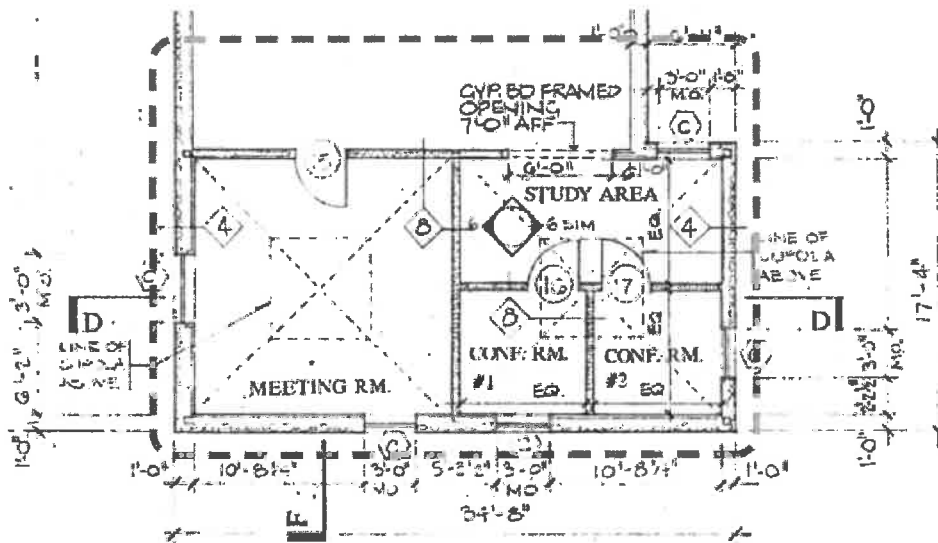
Electrical Engineering

- Replace existing lighting fixtures with new LED type fixtures
- Modify and adjust lighting controls as required
- Provide additional power receptacle and data locations as desired
- Provide new circuits and wiring to electrical devices as required
- Modify Fire Alarm devices and smoke detectors as required

Mechanical Engineering

- Review the existing wall mounted ductless split unit for it's ability to provide adequate heating and cooling to the area of work. Recommend supplemental heating options for consideration if required.
- Review ventilation systems serving the space. Recommend modifications to existing systems or supplemental systems required to meet mechanical code.
- Remove existing perimeter radiators (if recommended, permissible)

For the purposes of this proposal, the “area of work” for the Teen Area renovations is approximately 670 SF, and is inclusive of the existing Meeting Room, Study Area (Teen Area), Conference Room #1 (study room), and Conference Room #2 (storage area) as indicated in the following graphic. The area of work will also extend into the adjacent stack area by approximately 5' (as needed to accomplish new wall construction / stack removal / finish replacement)



“Area of Work” as represented on the 1991 partial First Floor Plan prepared by the William A. Hall Partnership (left)

H2M'S PROPOSED SERVICES

H2M will perform **Schematic Design, Construction Documents, Permitting (Town of Somers), Bidding, Construction Administration and Construction Observation** services to accomplish the scope items listed above. Each of these phases are described in further detail below. Services provided will **include Architecture, Interior Design, and Structural, Mechanical and Electrical Engineering** to the extent described. For the purposes of this proposal, it is assumed that Plumbing Engineering and Fire Protection Engineering will not be necessitated by the requested modifications.

Construction projects and their processes are complex in nature. Each Library's needs, facilities and sites are unique. This proposal is structured to respond efficiently to our current understanding of the desired scope and the professional services as we currently understand them. We have included the services that we believe will most efficiently serve the Library's needs. For the design phase services, we have included a Schematic Design and Construction Documents phase; we believe that the design tasks can be accomplished under these two distinct phases (rather than including an additional Design Development Phase). Should changes to our approach be desired, we would be glad to discuss and modify our approach, services and fee to better suit your needs.

Based upon the aforementioned, H2M proposes to provide professional services as organized into the following tasks:

TASK 1 – EVALUATION OF EXISTING CONDITIONS

Our team of architects and engineers will visit the building to perform an assessment of the existing building elements and systems in the area of work as described below. We will review the existing conditions, spot check the building plans (a 1991 Building Addition document set prepared by the William A. Hall Partnership was provided to H2M for review in preparing this proposal), and will perform a review of other available documentation (such as environmental reports). Discrepancies between the record drawings and field conditions will be noted, and observed deficiencies in the existing building infrastructure will be documented. Our fee assumes that the existing documentation is generally accurate and can be used as the background for the construction documents to be developed.

H2M will generate existing floor plans in AutoCAD of the building for use in preparing new layouts

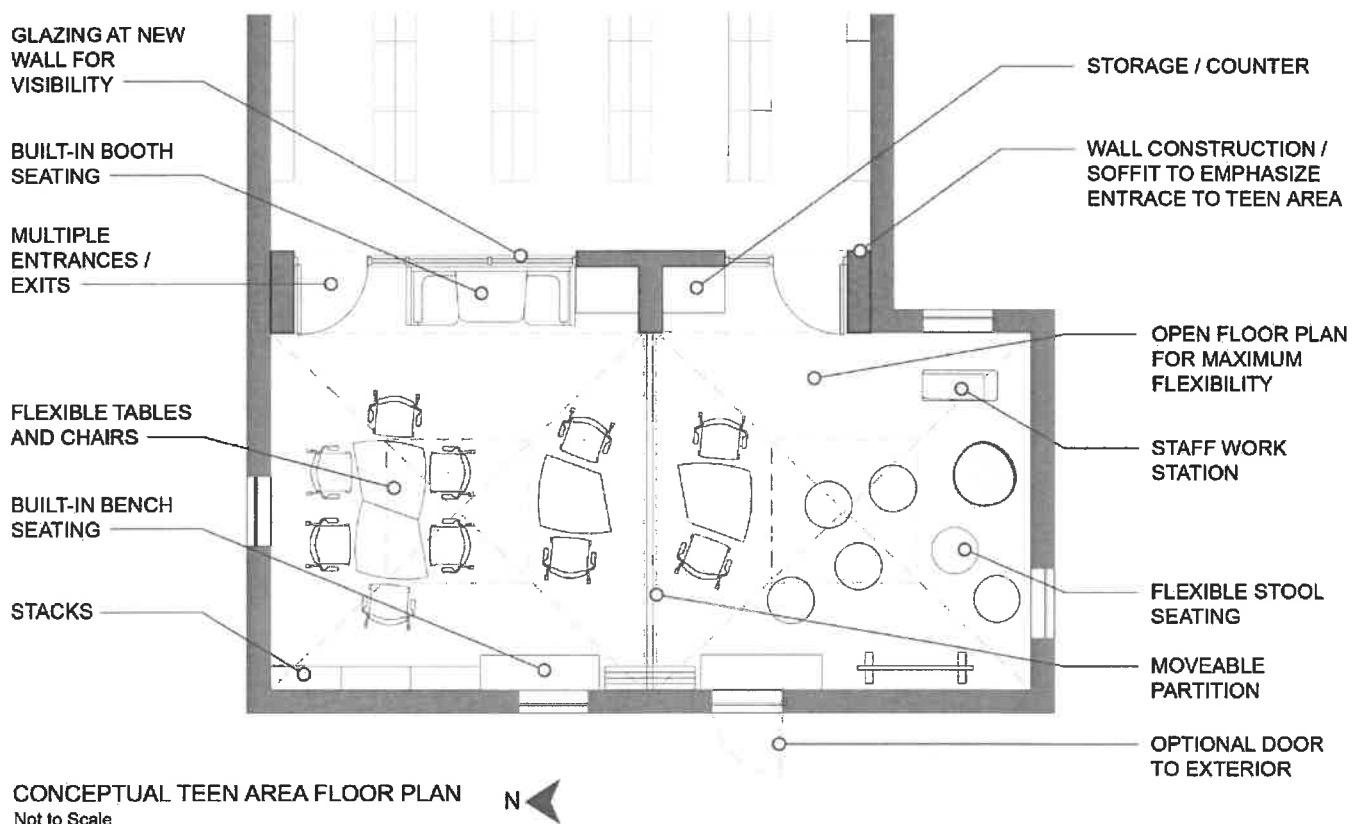
- **Architectural Elements:** Our team will observe and document the existing conditions, including interior walls, floors, ceilings, doors, and windows to make recommendations for repair or modifications based upon their condition and as necessitated by proposed layout changes. We will document the existing stacks and linear feet of collection in the adjacent area that have been identified for potential removal.
- **Mechanical Removals:** Our team of engineers will visit the site to review existing systems directly related to the area of work, and review and document the existing radiators and the existing wall mounted ductless split unit. The intent will be to document existing components for removal as desired along with the interior renovation of this space. We will review if the existing ductless split unit will adequately serve the modified space for heating, cooling and what additional provisions for ventilation will be required.
- **Electrical Power and Lighting:** Our team of engineers will visit the site to review existing lighting, lighting controls, power receptacles and data connection points related to the area of work, and document visible components. The existing local electrical panel / sub panels will be reviewed for capacity in the event additional loads or circuits are added during design. It is assumed that the existing main electrical service has sufficient capacity for additional loads or circuits as needed, and that an electrical service upgrade will not be required.
- **Fire Alarm:** Our team of engineers will visit the site to review the existing fire alarm device layout related to the area of work, and document visible components. Fire alarm devices will be relocated and/or added as required. It is assumed that the existing main fire alarm control panel has sufficient capacity for the additional fire alarm devices as needed.
- **Barriers to Inclusivity (ADA):** We will review interior conditions, observing for code deficiencies, including floor clearances, hardware, and signage.

TASK 2 – SCHEMATIC DESIGN

Establishing the Scope: A critical part of this process will be to conduct a detailed discussion with the Library to develop an understanding of the goals of this project as related to the scope items listed above. We will meet with the Library (Director, Board and staff as desired) to review the desired renovations and expected outcomes.

The project initiation meeting will include a discussion on desired furnishings, finishes, lighting, and general function and ambiance. We will discuss access to the space, storage needs, patron demographics, popular days and times of use, group sizes, and any special architectural or engineering requirements such as visual supervision, acoustical treatments, and electrical needs. Emphasis will be placed on both current needs and projected future requirements. Our conversations will highlight both what is working well, and what functions should be changed. H2M will record the collected information in a Scope Document, which will be shared with the Library and used for the development of a design.

The following graphic represents initial conceptual ideas we have pertaining to your project. We are excited by the numerous possibilities that exist to improve the use of the space. Please note that this is a concept we can pursue and not a final design; we intend to discuss the project goals, vision, and functionality in detail with your team to establish a program and layout that will best suit your needs.



Schematic Drawings: Schematic floor plans will be prepared to illustrate design concepts. The layouts will be based on the scope document, design meetings, field survey and code analysis. Up to two distinct initial layout options are included in our base services along with a revision to one selected layout option based on Library preference and comments.

Floor plans will indicate proposed designated spaces, square footages and overall room dimensions. Proposed general furnishing types including tables, chairs and other desired items will be represented to demonstrate how the spaces can be used. Interior Elevations will be prepared to demonstrate proposed wall finishes and other proposed work such as signage and acoustical treatments. A Reflected Ceiling Plan will be prepared to depict the proposed ceiling finish(es), height(s), and type and placement of lighting. Outline technical specifications will be prepared for major construction elements.

Code Review: H2M will review the applicable NYS building code to determine specific requirements for the project as well as potential code deficiencies in the existing area of work, related to the scope. The code review will include assessment of the type of alteration(s) proposed, egress requirements, accessibility requirements, any impact of proposed alterations on the number of sanitary facilities required, and fire protection and separation requirements. We will communicate any building or layout changes or stipulations that we uncover that are necessitated by the Building Code.

Hazardous Materials: At this time, it is unknown if there are any hazardous materials that may be disturbed by the construction of the scope of work. As part of our Schematic Design base services, H2M will identify potential areas of disturbance. If no environmental report is available, an environmental survey will need to be completed to complete the Construction Documents. If determined that hazardous materials may be disturbed during construction, environmental design for abatement during construction will be required. An Environmental Survey and Environmental Design are further described below under Optional Additional Services.

Opinion of Probable Cost: After a design concept is selected and the design layout approved, our team will prepare a conceptual construction cost opinion. Assumptions for architecture and engineering items not yet designed will also be made, to provide a more comprehensive opinion of cost. The schematic design construction cost opinion will be a price per square foot analysis based upon current industry pricing for similar scope and sized prevailing wage projects for a Public Library.

The construction cost opinion will include design and construction contingencies. Project specific soft costs such as allowances for furniture, fixtures and equipment (FFE), phasing, etc. as directed by the Library can be included to anticipate total project costs. Additional anticipated project soft costs (bidding, general conditions, escalation, contractor overhead and profit) will also be discussed with the Library for inclusion in the cost opinion at the Library's discretion.

Should a detailed cost estimate be desired, we can identify or solicit pricing from a third party cost estimator to provide these services for the Library (see optional additional services for a further description).

Schematic Design Deliverables:

- Scope Document
- Schematic Floor Plan
- Schematic Interior Elevations
- Schematic Reflected Ceiling Plan
- Outline Specifications
- Schematic Design Opinion of Probable Cost
- Updated Project Schedule
- Meeting Minutes

Schematic Design Meetings:

- Site visit(s) as necessary to become familiar with the area of work (architects/engineers)
- 1 Project Initiation Meeting
- 2 Progress / Design Meetings

- 1 Presentation Meeting with the Library Board (or desired party) to present and discuss the Schematic Design Drawings and Opinion of Probable Cost at the 30% completion point.

TASK 3 – CONSTRUCTION DOCUMENTS

Upon approval of the Schematic Design submission, H2M will commence Construction Documents phase services. This phase will include preparation of Construction Bid Documents, including drawings and detailed technical specifications. It is assumed that this project will be documented, permitted, bid and constructed as a single prime contract (Contract G – General Construction Work).

The **Construction Documents** shall include, but will not necessarily be limited to the following:

Drawings:

- Cover Sheet and Informational Drawings
- Code Compliance Drawing
- Selective Demolition Drawing
- Structural Drawing (structural information may be included on Architectural drawing, as scope is limited)
- Architectural Drawings
 - Floor Plan
 - Reflected Ceiling Plan
 - Interior Elevations
 - Details
- Mechanical Drawings
- Electrical Drawings
- Fire Alarm Drawings

Project Manual:

- Front End Documents (H2M will include our standard Front End Documents, or can include the Library/Town's standard documents as desired). It is assumed that the construction contract, insurance requirements, and any supplemental requirements will be provided by the Library/Town's legal counsel.
- Division 01 Specifications
- Technical Specifications

Opinion of Probable Cost

H2M will provide an updated Opinion of Probable Cost based on 90% documents. At this stage the Schematic Design Opinion of Probable Cost will be further developed; the cost opinion will be updated to include specific line items for each portion of the work established using allowances for specific items and additional project related contingencies.

If a detailed cost estimate has been awarded, we will coordinate with this firm to update the estimate (see optional additional services for a further description).

Permit Set:

It is assumed that the final Construction Documents completed under TASK 3 will be suitable for permitting through the Town of Somers. H2M will assist the Library in filling out the initial Building Permit application for submission to the Town along with the Construction Documents. H2M will deliver the Permit Application to the Building Department.

Construction Documents Deliverables:

- Drawings and Project Manual as noted above
- Construction Documents Opinion of Probable Cost
- Updated Project Schedule
- Meeting Minutes
- Permit Set and completed Building Permit Application

Construction Documents Meetings:

- 1 Progress / Design Meeting
- 1 Presentation Meeting with the Library Board (or desired party to present and discuss the Construction Documents and Opinion of Probable Cost at the 90% completion point.

TASK 4 – PERMITTING

H2M will provide the following permitting services on an hourly basis:

- Respond to questions and comments from AHJ; issue amendments if required.
- Provide additional requested documentation or information, beyond the completed signed and sealed construction document set.
- If requested, meet with the Authority Having Jurisdiction (AHJ) to review submission documents

Permitting Deliverables:

- AHJ comment responses and coordination, and provision of additionally requested information (provided on an hourly basis, as directed)

Permitting Meetings:

- If requested by the Authority Having Jurisdiction (AHJ), attend meeting(s) to review submission documents (provided on an hourly basis, as directed)

TASK 5 – BIDDING

H2M will perform the following tasks to assist the Library in bidding the scope under this project:

- Coordinate with a third-party bidding service for dissemination of bid documents and addenda
 - Alternatively, reproduce Contract Documents for dissemination to prospective bidders (Direct Reimbursable Expense)
- Conduct a pre-bid meeting with prospective bidders
- Provide clarification of construction documents during the bidding phase
- Attend bid opening and record bids
- Provide review of the low-bid contractor qualifications, including an interview with the lowest qualified bidder
- Provide detailed bid tabulation review and recommendation for award of contract

Bidding Deliverables:

- Bid Tab
- Award Recommendation

Bidding Meetings:

- 1 Pre-Bid Walkthrough with prospective contractors
- 1 Bid Opening

TASK 6 – CONSTRUCTION ADMINISTRATION

We proposed to provide the Construction Administration Services during the construction period as described below.

- Conduct a Pre-Construction conference with the prime contractor and representatives of the Project Team. The purpose of the conference is to introduce the project participants and to familiarize the contractor with the policies and procedures to be followed during the project. Specifically, the following items will be addressed: Work Schedule, Approval of Payments, Job Meetings, Project Communication/Coordination, Protection of Existing Works, Contractor Staging Areas, Shop Drawings, Change Order Procedures, Field Testing, and As-Built Drawings. Minutes of the meeting will be prepared and distributed.
- Collect and assemble all contractor submitted bonds and insurances for review and approval by the Library.
- Review Shop Drawings and other Contractor Submittals: All required shop drawings will be reviewed for conformance with the contract documents. Any required changes will be noted on the submittal until the submittal conforms to the design and contract drawings and specifications for the project. The contract specifications will clearly delineate the required content of shop drawings and the required procedure for submittal and resubmittal of shop drawings. Up to two reviews of each submittal / shop drawing are included in our base services.
- Process Contractor Payment Requisitions: The contract documents will require that a Schedule of Values (construction cost breakdown) be provided by the prime contractor at the beginning of the project. The cost breakdown will be reviewed to evaluate that adequate detail is provided to properly assess the progress payments due and to ensure that the cost breakdown is fairly distributed among the various construction tasks and not “front-end loaded”. H2M will review the prime contractor’s payment request monthly and recommend payment by the Library.
- Substantial Completion Inspection: Upon substantial completion of the work, H2M will conduct an inspection and prepare a list of incomplete or unacceptable work. H2M will issue the punch list to the contractor.
- Final Inspection: Upon completion of the work, H2M will conduct a final inspection.
- Closeout Documents: H2M will review as-built drawings submitted by contractors and assemble Operation & Maintenance Manuals for the Owner’s files.

Construction Administration Deliverables:

- Review and coordination of items as noted above

Construction Administration Meetings:

- 1 Pre-Construction Conference
- 1 Substantial Completion Punchlist

- 1 Final Completion Punchlist

TASK 7 – CONSTRUCTION OBSERVATION

We propose to provide Construction Observation Services during the construction period as described below. It is anticipated that construction for this renovation will take approximately four months. As this renovation project is expected to be mainly cosmetic in nature, we expect that our on-site presence can be tailored to coincide with major milestones, project meetings, and review for payment requisition approvals. H2M will perform the following Construction Administration Services:

- Attend construction meetings and prepare meeting minutes for distribution to Project Team and Contractor (our Hourly NTE fee proposal is based upon a total of 6 construction meetings).
- Visit the site to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, H2M will keep the Library reasonably informed about the progress and quality of the portion of the Work completed, and report to the Library (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Our Hourly NTE fee proposal is based upon site visits in conjunction with each construction meeting (either before or after the meeting) for a total of 6 site visits. We can provide additional site visits, when requested upon your authorization should they become necessary or desired.

Construction Observation Deliverables:

- Meeting Minutes

Construction Observation Meetings:

- Construction Meetings / Site Visits as needed/requested. Our Hourly NTE fee proposal is based upon a total of 6 Meetings / Site Visits

FEE SCHEDULE FOR BASIC SERVICES AGREEMENT

TASK 1 – Evaluation of Existing Conditions & TASK 2 – Schematic Design	\$25,200 Lump Sum
TASK 3 – Construction Documents	\$29,150 Lump Sum
TASK 4 – Permitting	\$ 3,600 (estimated) Hourly NTE
TASK 5 – Bidding	\$ 4,950 Lump Sum
TASK 6 – Construction Administration	\$10,750 Lump Sum
TASK 7 – Construction Observation	\$ 6,000 (estimated) Hourly NTE
TOTAL TASKS 1-7	\$79,650

FEE SCHEDULE FOR SUPPLEMENTAL HVAC DESIGN AND CONSTRUCTION ADMINISTRATION *

TASK 3A – Supplemental HVAC	\$ 8,500 Lump Sum
TASK 6A - Construction Administration Supplemental HVAC	\$ 1,800 Lump Sum
TOTAL TASKS 3A & 6A	\$10,300

* Tasks 3A and 6A have been included above to address the professional design services needed if HVAC design is found to be required beyond the removal of the existing radiators.

H2M's 2023 Hourly Rate Schedule is enclosed for reference should additional / optional services be requested, please see the following section for additional information. Hourly rates specified are valid for one (1) year from the date of this Agreement and except for delays beyond one year caused or resulting from the fault of H2M, shall be increased three percent (3%) on the first day of each subsequent year to reflect market conditions, employee benefits and salary compensation.

OPTIONAL SERVICES

All additional services shall adhere to the provisions outlined in Section 4 of the attached Standard Terms and Conditions. The following list includes services that may be applicable to this project:

Rendering(s) of Preliminary Design:

- If desired by the Library, H2M can prepare three-dimensional color still renderings of the proposed spaces. For each rendering, an appropriate view will be selected to best depict the proposed exterior or interior modifications. All renderings will be distributed to the Library as a digital image file.

Initial Interior Rendering	(Lump Sum Fee)	\$ 2,250
Each Additional Rendering View	(Lump Sum Fee)	\$ 1,500

Environmental Survey

- Should the Library desire H2M to perform an environmental survey (sampling, lab analysis, preparation of a report), H2M's internal environmental team can provide an additional services proposal for this work, final cost TBD based upon area of work, and any existing survey information available.

Environmental Design

- Should hazardous materials be present that will be impacted by the proposed work, H2M can provide professional design services for abatement, remediation or removal work. We will provide an additional services proposal for this work, final cost TBD based on quantity and types of materials present.

Third-Party Cost Opinion

- Should the Library desire a construction cost estimate to be prepared by a third-party, H2M will solicit pricing from three outside firms to present to the Library for consideration. A dedicated cost estimator is well suited to provide the most up-to-date, data driven information, founded in current trends, recent bid information, and location-based criteria. It is assumed that the Library will contract directly with the Estimating firm for their services. H2M will coordinate with the estimator as necessary to prepare the estimate.

IT / Audiovisual Design

- Should the Library desire H2M to perform IT (Information Technology) or Audiovisual services such as design of video, voice, recording, or room reservation systems, H2M will provide an additional services proposal for this work, total fee TBD based on desired scope of work.

Additional Meetings

- If meetings are desired or required by the Library (i.e. Board of Trustees meetings, additional staff interviews, community presentations, etc.) which are in addition to the meetings indicated in the services

above, or if specific attendance by project engineer(s) is requested, H2M will provide an additional services proposal based on our 2023 hourly rates, enclosed. H2M will discuss with the Library the personnel requested for attendance to best serve the project.

REIMBURSABLE EXPENSES

H2M shall be reimbursed for all normal and customary out of pocket expenses required to complete the work on this phase of the project. Reimbursable expenses are estimated at \$750 and shall include the following:

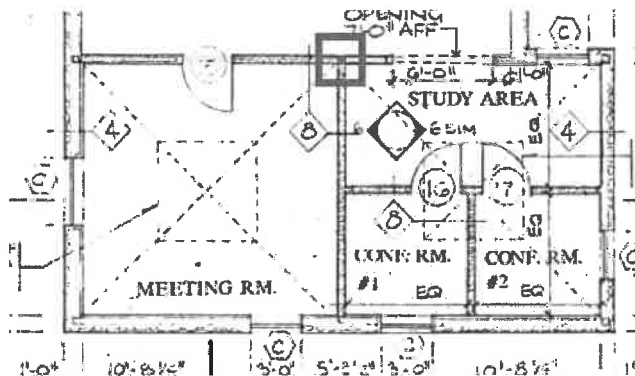
- Drawing and document reproduction and copies
- Requested Express mail and delivery
- Mileage

ASSUMPTIONS

- It is assumed that all prior construction has been constructed as of right and has obtained proper certificates of occupancy from any and all Authorities Having Jurisdiction. Should H2M discover any conditions that have not been properly permitted, we will promptly notify the Project Team.
- For the purposes of the fee proposal (Tasks 1, 2, 3, 4, 5 & 6, exclusive of Tasks 3A and 6A) it is assumed that the existing wall mounted ductless split mechanical unit will provide sufficient heating, cooling and fresh air to the space (based on direction provided by library at initial site visit).

Based on existing information from the provided drawings, and the conceptual proposed floor plan, with the removal of the existing 5 (five) wall mounted HVAC units, we assume that at minimum, supplemental heat on the south side of the space, and a ventilation system will be required. A supplemental fee for this scope of work has been broken out (Tasks 3A and 6A).

- Structural Engineering is limited to support for a new moveable wall partition and minor exterior opening modifications to support installation of an exterior door (if desired). It is assumed that the existing structural post that exists within the existing wall to be removed will remain in place to avoid other structural modifications (column is highlighted in red below, walls expected to be removed are highlighted in yellow). We believe the that desired outcome can be achieved without removing this column, as is demonstrated in the conceptual plan provided. Should it be desired for this column to be removed or if further structural design is required, this will be billed as an additional service.



- Construction Contract and Insurance Requirements will be provided by the Town's legal counsel.

Proposal for Professional Architectural and Engineering Services

Teen Room – Interior Renovations

H2M LP No.: 221583

January 10, 2023

Page 12 of 13



- It is assumed that the project will be designed, bid and constructed as a single-prime contract (Contract G – General Construction Work), and that construction will take approximately 4 months.

SERVICES EXCLUDED

- Services related to Plumbing and Fire Protection Engineering
- Environmental (asbestos, lead, etc.) studies / testing / reports / design
- Environmental Design
- Extensive design revisions after approval of Schematic Design submission
- IT/AV design
- SHPO submissions
- Meetings beyond those specifically listed for each phase
- Any work not specifically outlined above

PROPOSED PROJECT SCHEDULE:

The following project schedule is based upon our current understanding of the scope of work and services desired by the Library. Should the scope be modified, or should the schedule extend beyond the outlined timeframes due to no fault of H2M, H2M reserves the right to negotiate additional services to cover our effort.

TASK 1 – EVALUATION OF EXISTING CONDITIONS:	1-2 weeks, initiated promptly upon Notice to Proceed
TASK 2 – SCHEMATIC DESIGN:	4-6 weeks, followed by Library review period (up to 8 weeks)
TASK 3 – CONSTRUCTION DOCUMENTS:	4-6 weeks, followed by Library review period (up to 8 weeks)
TASK 4 – PERMITTING:	As dictated by the Town's review process, assumed 8-10 weeks
TASK 5 – BIDDING:	4-6 weeks (as dictated by the Library)
TASK 6 – CONSTRUCTION ADMINISTRATION	Assumed 4-month construction duration

Should the terms and conditions outlined in this proposal be acceptable to the Somers Library, and should you elect to move forward with the project, please execute a copy of both this correspondence and the attached proposal statement and return to the undersigned. This proposal shall be valid for up to ninety (90) days from the date of issuance.

We appreciate the opportunity to work with the Somers Library on this important project and look forward to discussing this proposal in greater detail. In the meantime, if you have any questions or require further clarification prior to our meeting, please feel free to contact Katie Stone at Extension 1321.

Proposal for Professional Architectural and Engineering Services

Teen Room – Interior Renovations

H2M LP No.: 221583

January 10, 2023

Page 13 of 13



Very truly yours,

H2M architects + engineers

A handwritten signature in black ink, appearing to read 'Ronald Lanner'.

Ronald Lanner, RA, LEED AP
Senior Vice President

A handwritten signature in black ink, appearing to read 'Katie Stone'.

Katie Stone, RA, LEED AP, WELL AP
Deputy Municipal Market Director

Enclosure:

H2M Standard Terms & Conditions (STC)

cc:

Jay T. Pisco, PE, Vice President



H2M Standard Terms & Conditions

Client	Somers Library
Site	82 Primrose Street - Katonah, NY
Services	Teen Room Interior Renovations H2M Proposal No.: LP221583

Client's Rep. Jennifer Daddio
Phone/E-Mail somersdirector@wismail.org

H2M's Rep. Katie Stone
Phone/E-Mail kstone@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes no implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination.

7. Definitions *(additional definitions indicated by quotes in context).*

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Somers Library
Signature	
By: Name	
Title	
Date	

H2M	H2M architects + engineers (New York)
Signature	
By: Name	Ronald Lanner, RA, LEED AP
Title	Senior Vice President
Date	

February 15, 2023

Jennifer Daddio, Director
The Somers Library
Route 139 & Reis Park
Somers, NY 10589

Re: The Somers Library
Young Adults library area

Dear Jennifer,

We are delighted to know that you are considering PGA for the possible renovations of the Somers Library project. This proposal is to expand the young adults area of the library by renovating the young adults and meeting room. Some bookshelves will be modified and lowered to provide visibility to the renovated area. The possibility of adding an exterior patio and more windows will be explored.

For this work, we are proposing to work on an hourly basis with a not to exceed fee of \$6,000 for architectural and engineering services, plus reimbursable expenses. If the project should move forward, we would prepare an AIA Standard Agreement between Owner and Architect for our services.

If you are in agreement with this proposal, please sign one copy and return it to us. We look forward to a successful collaboration with you, the staff, and the Library Board.

Sincerely yours,

Michael L. Tribe, AIA, LEED AP, BD + C
Partner

Attachment

Approved by:

Jennifer Daddio
Director

Date: _____

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.



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

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

May 24, 2023

To: Hon. Robert Scorrano, Supervisor and
Town Board Members

From: David B. Smith

Cc: Roland Baroni
Tom Tooma

Re: Implementation of Comprehensive Plan - Petition to Rezone

On May 17, 2023 this office along with representatives of the Building Department met to discuss an on-going issue with a property owner located in the NS-Neighborhood Shopping District located off of Lovell Street (138 Route 202). The property in question, along with several of their neighbors, are single family residential uses. Under the Town of Somers Code, single family residential is not a permitted use, meaning that anytime a homeowner would like to make a physical improvement to their property they must petition the Zoning Board of Appeals given the underlying non-conformity. This creates an unusual burden for the homeowners in this location.

A review of the Town of Somers 2016 Comprehensive Plan, see Comprehensive Plan Figure 6 attached, reveals that the properties in question were already identified as candidates for zoning map amendments.

As indicated in the attached Comprehensive Plan Figure 6, there is also a suggestion for rezoning a portion of the Lincolndale School located on the west side of Lovell Street currently zoned NS to the adjacent R-120. The Town Board may also want to consider folding this zoning map amendment in with the aforementioned rezoning from NS to R-10 as part of one action.

It is important to note that this matter is merely a issue of implementing already adopted goals and objectives in the Town's Comprehensive Plan.

Should you have any questions or comment on the above or attached please feel free to reach at your convenience.

Sent to:
TB, TA, TC
5/25/23
KO

LINCOLNDALE (see Figure 6) - The neighborhood commercial node located at the strategic intersection of Lovell Street and Route 202 (Mill Street) provides a variety of local business services. The mapped NS Neighborhood Shopping district encompasses uses that include local services in small retail strips, residential uses, contractor's yards, a preschool and an unused railroad station building.



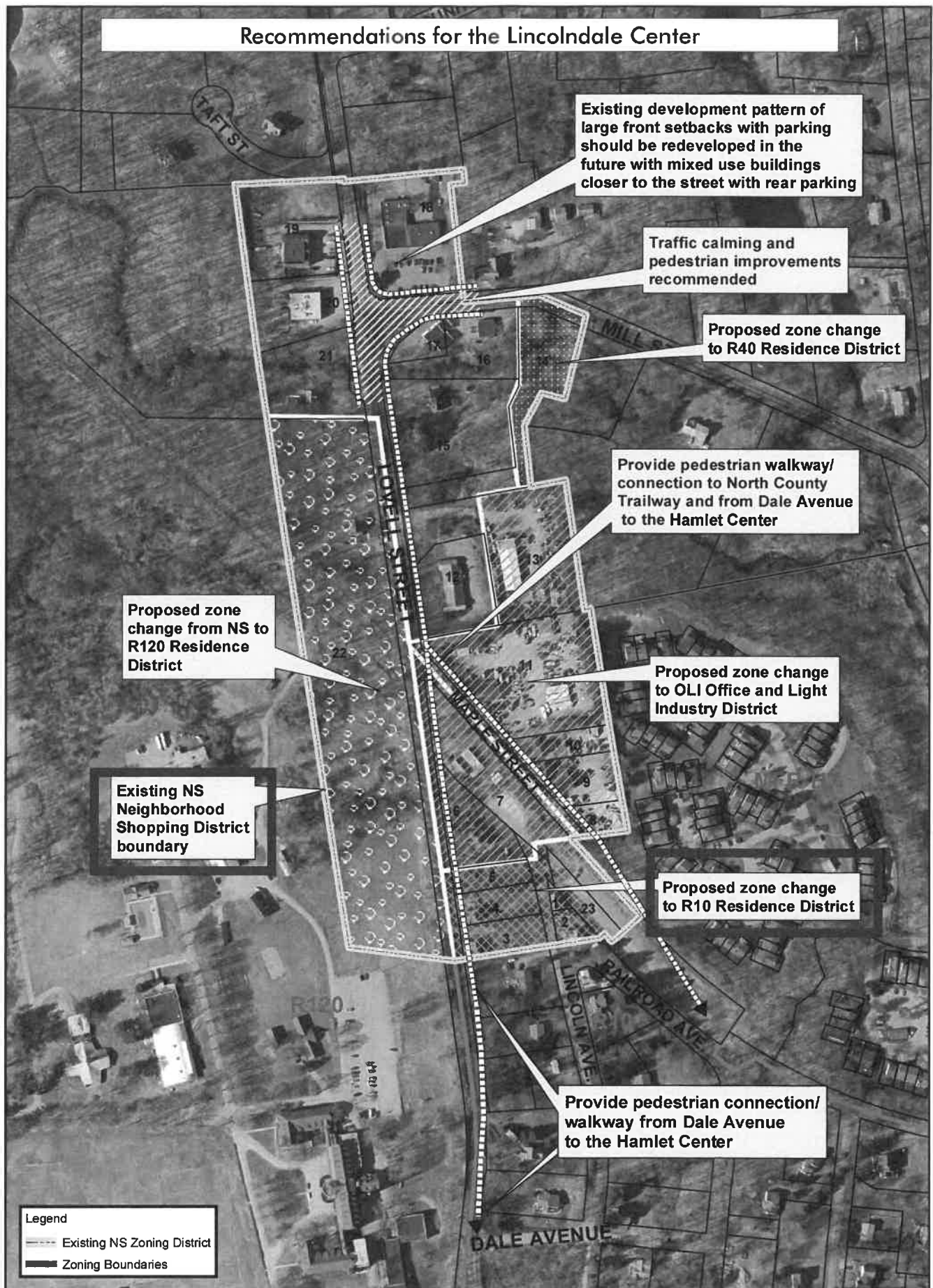
Lincolndale Plaza

Town of Somers

To refocus and strengthen this neighborhood business node, zoning should better recognize the existing land uses. Several lots with existing homes, including that at the easternmost edge along Route 202 (Mill Street) and the southernmost edge along Route 139, should be rezoned to R40 in line with surrounding residential zoning. Lots to the east of Route 202 (Lovell Street) and east and west of Maple Street are adjacent to a vacant former railroad station building that

served as station to the Mahopac Branch of the Harlem River line of the New York Central Railroad and which has a right-of-way that extends southeast of this area along Railroad Avenue. Three large lots are longstanding contractor's yards, and the building fronting Lovell Street is utilized as a day care center. These lots, including the former railroad building, are recommended for rezoning to the existing OLI Office and Light Industry District. Whereas the contractor's yards are currently pre-existing non-conforming uses in the NS district, they would remain so in the OLI district and would still have the opportunity to change to other permitted uses over time. The frontage of the Lincoln Hall property along Lovell Street, now included in the NS district, is recommended for rezoning to the R120 designation of the remaining Lincoln Hall property.

These changes would result in a smaller land area in the "Retail Mixed Use-Neighborhood Business" function area and a strengthened residential neighborhood. In the areas designated for "Retail Mixed Use-Neighborhood Business" function areas, it is recommended that a mix of retail shopping, professional office uses, restaurants and second-floor apartments over retail uses be encouraged, as permitted by the existing mapped district. Opportunities for reuse of the historic, but not officially designated, train station building should be explored since a refurbished building with an appropriate use could serve as a new anchor for this neighborhood business area. Design guidelines should be developed to provide standards for façade, awning, sign and landscaping improvements that enhance the visual character from the roadway and help to buffer businesses from adjacent residential uses. Opportunities for outdoor seating should be explored and enhanced to improve the local neighborhood experience. Safe pedestrian and cycling connections should be developed to provide opportunities for non-automotive accessibility to neighboring residences. Where appropriate, joint driveways between two separate but adjacent uses should be provided to reduce traffic conflicts on adjacent through streets. At a minimum, pedestrian cross-access between adjacent but separate uses should be developed.



Sent to:
TB, TA, TC
5/30/23
KD

McCULLOUGH, GOLDBERGER & STAUDT, LLP
Attorneys at Law
1311 Mamaroneck Ave., Suite 340, White Plains, NY 10605
TEL (914) 949-6400 FAX (914) 949-2510
mcculloughgoldberger.com

STEVEN WRABEL

Partner
swrabel@mngslawyers.com

May 23, 2023

Honorable Supervisor Robert Scorrano
and Members of the Town Board
Town of Somers
335 Route 202
Somers, New York 10589

Re: 259 Route 100
Zoning Amendment

Dear Supervisor Scorrano and Members of the Town Board:

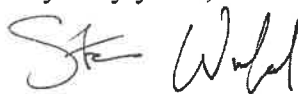
This office represents Gleneida Realty Inc., ("Petitioner"), the owner of an approximately 2.28-acre lot identified as 259 Route 100, Town of Somers, County of Westchester (hereinafter referred to as the "Property"). As you will recall, the Property was recently rezoned from R-80 to the new MFR-100 Zoning District, with the intention to eventually develop multifamily dwellings. You may also recall this zoning was informed by a conceptual site plan for the construction of a 24-unit multifamily development comprised of two buildings, to be served by 46 parking spaces, stormwater facilities, and related site improvements.

In lieu of this residential development, Petitioner is now proposing a new, high end self-storage facility, designed to be in keeping with the character of the neighborhood. To further this proposal, a Zoning Amendment Petition was filed with the Town Board to re-map the Property to the nearby OLI District, and to amend the Somers Zoning Ordinance to create a permitted use for self-storage facilities within the OLI District. This Petition was discussed with your Board at its May 4th work session, at which time the Board referred this matter to the Somers Planning Board for review and recommendation.

We are pleased to report that the Applicant met with the Planning Board at its May 10th meeting and was generally received positively. It is anticipated that the Planning Board's memorandum to your Board will be forthcoming shortly, with their notes and feedback.

We respectfully request this matter be placed on the Town Board's June 1, 2023 Work Session agenda and June 8, 2023 regular meeting agenda for the Board declare itself Lead Agency, and to consider setting the public hearing for the Petition. We look forward to discussing this important matter with you further.

Very truly yours,



Steven Wrabel

cc: David B. Smith
Gleneida Realty Inc.

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

May 18, 2023

To: Honorable John Currie, Chair and
Planning Board Members

From: David B. Smith

Re: Proposed Zoning Amendment Self-Storage

Cc: Gerry Reilly
Steve Robbins

On May 10, 2023 at the regularly scheduled meeting of the Town of Somers Planning Board (the Planning Board) did discuss a referral from the Town of Somers Town Board (the Town Board) for proposed zoning amendments including:

- Creating a new definition of "Self-Storage Facility";
- Establishing development criteria for "Self-Storage Facilities" including parking and loading requirements, building coverage and floor area ratio (FAR);
- Allowing "Self-Storage Facility" as a permitted use in the Office-Light Industrial (OLI) District; and
- Rezoning the subject property located 259 Route 100 (the Subject Site) from MFR-100 to OLI.

The Planning Board discussed the Town Board's Notice of Intent to Act as Lead Agency under SEQRA and had no objection to the Town Board assuming the role of Lead Agency.

The Applicant presented conceptual level plans which helped illustrate how the proposed zoning amendments could be applied to the subject site.

The Planning Board inquired about all of the other locations for OLI Districts within the Town and how this proposed use would be compatible with the other districts. Beyond the existing OLI District located adjacent to the Subject Site, there is one additional area zoned OLI, with a local address of 135 Mahopac Avenue which appears to be home of Jilco Window Corp.

The Planning Board asked how the FAR implications (0.45) for site related to building coverage (25%), particularly with a proposed two-story building. The Applicant indicated that they had a

comfort level with the conceptual level plans prepared to date and that the proposed building program can be adequately accommodated as part of the proposed zoning.

The Planning Board recognized the less intense nature of the proposed use compared to the prior proposal for multi-family residential.

The Planning Board asked how the Applicant would address the potential for illegal storage uses.

The Planning Board recommended that there be no outside storage and no truck storage on site.

The prior plan included a decorative stone wall which the Applicant indicated they would include as part of an eventual site plan application.

The Planning Board was complimentary over the façade design and the improved look along this portion of the Route 100 corridor.

Sent to:
TB, TA, TC
5/24/23
KD

Frederick McQuillan
Superintendent of Water & Sewer
fmcquillan@somersny.com

Water & Sewer Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

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



Date: May 22, 2023
To: Somers Town Board
From: Frederick McQuillan
Water Superintendent
RE: **2023 Vehicle Purchase**

At this time the Water and Sewer Districts have sufficient funds available in the operating budget to cover the purchase of a new vehicle. Therefore, I respectfully request the town board authorize the purchase of a new vehicle the cost of which shall not exceed \$43,200.

The purchase shall be made through the National Auto Fleet Group Sourcewell Contract 091521-NAF, and as such will not require bidding. Attached is a copy of the vehicle specifications, the cost, and the proposed recommended options. The vehicle is a 2023 Ford F-150 XL 4WD pickup truck and will be an addition to our current vehicles.

The cost of this vehicle shall be shared between the water district and the sewer district. The percentage of the cost will be allocated based on the number of service connections in each district.

The following is an estimated cost to each district based on a purchase price of \$43,200.

Consolidated Water	79%	\$ 34,128.00
Somers Sewer	21%	\$ 9,072.00



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

5/4/2023

Quote ID: 23980

Order Cut Off Date: 8/19/2022

Mr Fred Mcquillan
Town of Somers
40 Lake View Drive
Yorktown Heights, New York, 10598
Dear Fred Mcquillan,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford F-150 (F1E) XL 4WD Reg Cab 8' Box 141" WB, VIN#68916 last five digits Delivery 3,023 mi/CA to NY) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$44,080.00	\$40,461.85	8.208 %	\$3,618.15
VIN#68916 last five digits		\$0.00		
Delivery 3,023 mi/CA to NY				
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Transportation		\$2,695.00		
Total		\$43,156.85		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99P	Engine: 2.7L V6 EcoBoost, -inc: auto start-stop technology, GVWR: 6,435 lbs Payload Package, 3.55 Axle Ratio
TRANSMISSION	
Code	Description
44G	Transmission: Electronic 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64C	Wheels: 17" Silver Steel, (STD)
TIRES	
Code	Description
T7C	Tires: LT265/70R17C BSW A/T
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat
AXLE RATIO	
Code	Description
X19	3.55 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	Description
43A	Ford Co-Pilot360 2.0, -inc: Reverse Brake Assist, BLIS w/Cross-Traffic Alert
54R	Power Glass Heated Sideview Mirrors, -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror
59S	LED Sideview Mirror Spotlights, -inc: high-intensity LED security approach lamps
924	Rear Window Fixed Privacy Glass w/Defroster
57Q	Rear Window Defroster
OPTION PACKAGE	
Code	Description
101A	Equipment Group 101A Standard

2023 Fleet/Non-Retail Ford F-150 XL 4WD Reg Cab 8' Box 141" WB

WINDOW STICKER

2023 Ford F-150 XL 4WD Reg Cab 8' Box 141" WB		
CODE	MODEL	MSRP
F1E	2023 Ford F-150 XL 4WD Reg Cab 8' Box 141" WB	\$39,900.00
OPTIONS		
99P	Engine: 2.7L V6 EcoBoost, -inc: auto start-stop technology, GVWR: 6,435 lbs Payload Package, 3.55 Axle Ratio	\$1,285.00
44G	Transmission: Electronic 10-Speed Automatic, (STD)	\$0.00
64C	Wheels: 17" Silver Steel, (STD)	\$0.00
T7C	Tires: LT265/70R17C BSW A/T	\$295.00
YZ	Oxford White	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
X19	3.55 Axle Ratio	\$0.00
43A	Ford Co-Pilot360 2.0, -inc: Reverse Brake Assist, BLIS w/Cross-Traffic Alert	\$655.00
54R	Power Glass Heated Sideview Mirrors, -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror	\$305.00
59S	LED Sideview Mirror Spotlights, -inc: high-intensity LED security approach lamps	\$175.00
924	Rear Window Fixed Privacy Glass w/Defroster	\$320.00
57Q	Rear Window Defroster	\$0.00
101A	Equipment Group 101A Standard	(\$750.00)
Please note selected options override standard equipment		
SUBTOTAL		\$42,185.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$44,080.00
Est City: 18 MPG Est Highway: 24 MPG Est Highway Cruising Range: 552.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Silver Steel (STD)
Tires: 265/70R17 BSW A/T (STD)

ADDITIONAL EQUIPMENT

50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1960# Maximum Payload
GVWR: 6,325 lbs Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Post-Collision Braking
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

Auto High Beam
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/4 Speakers -inc: auxiliary audio input jack
Fixed Antenna
Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Reverse Sensing System
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Carpet Back Material
Manual Adjustable Front Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration
AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Sent to: YB, TA, TC 5/24/23
KD

Kim DeLucia

From: Trevor Serraro
Sent: Tuesday, May 9, 2023 10:26 AM
To: Kim DeLucia; Bob Kehoe; Robert Scorrano
Subject: The Standard - Life Insurance 6/1/2023 Renewal NO INCREASE
Attachments: 6.1.23.RENEWAL.445085.TOWN OF SOMERS.pdf; 6.1.2020.RENEWAL.445085.TOWN OF SOMERS.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning everyone. We are pleased to let you know that we have been able to negotiate a zero increase for our 6/1/2023 Standard renewal! This is also a 3 year rate guarantee. There is nothing you have to do for this renewal. We will handle all the paperwork for you.

Kind Regards,
Trevor Serraro



www.abouthhealthinsurance.com



Town of Somers
2023 Renewal Summary
Policy 445085

Thank you for choosing The Standard Life Insurance Company of New York (The Standard) as your employee benefits partner since June 1, 2011. We appreciate your business and the opportunity to renew our commitment. We strive to provide Town of Somers and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Life insurance will be effective June 1, 2023.

For your renewal, we utilized manual rates to determine the appropriate rate for renewal. Our manual rates use the demographics of your employees to determine the appropriate rates. Factors such as gender, age, salary, occupation and plan design contribute to determining the manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	28	30	2
Male Lives	60	58	-2
Benefit Volume	\$3,520,000	\$3,520,000	\$0
% Benefit Volume Age 50 +	66%	72%	6%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
June 1, 2023	\$0.760	\$0.760	\$0

* Rate mode is Per \$1000 of Benefit

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 3 years until June 1, 2026.

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Town of Somers.

A summary of our Renewal Offer is in the chart below. Thank you for allowing The Standard Life Insurance Company of New York the opportunity to support your insurance needs.

Product & Services *	Through 05/31/23	Effective 06/01/23
Basic Life	\$0.760 Per \$1000 of Benefit	\$0.760 Per \$1000 of Benefit
Basic AD&D	\$0.030 Per \$1000 of Benefit	\$0.030 Per \$1000 of Benefit

*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Manhattan group office at (888) 689-1698 and we'll be happy to help.



Town of Somers

2020 Renewal Summary

Policy 445085

Thank you for choosing The Standard Life Insurance Company of New York (The Standard) as your employee benefits partner since June 1, 2011. We appreciate your business and the opportunity to renew our commitment. We strive to provide Town of Somers and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

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For your renewal, we utilized manual rates to determine the appropriate rate for renewal. Our manual rates use the demographics of your employees to determine the appropriate rates. Factors such as gender, age, salary, occupation and plan design contribute to determining the manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	28	28	0
Male Lives	56	60	4
Benefit Volume	\$3,360,000	\$3,520,000	\$160,000
% Benefit Volume Age 50 +	80%	66%	-14%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
June 1, 2020	\$0.760	\$0.760	\$0

* Rate mode is Per \$1000 of Benefit

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 3 years until June 1, 2023.

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Town of Somers.

A summary of our Renewal Offer is in the chart below. Thank you for allowing The Standard Life Insurance Company of New York the opportunity to support your insurance needs.

Product & Services *	Through 05/31/20	Effective 06/01/20
Basic Life	\$0.760 Per \$1000 of Benefit	\$0.760 Per \$1000 of Benefit
Basic AD&D	\$0.030 Per \$1000 of Benefit	\$0.030 Per \$1000 of Benefit

*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Manhattan group office at (410) 571-1003 and we'll be happy to help.

Sent to:
TB, TA, TC
5/19/23
KD

TOWN BOARD OF THE TOWN OF SOMERS

VIDEOCONFERENCING POLICY

A. Introduction

1. The Town of Somers recognizes the benefits of allowing members of the Town's local public bodies to attend meetings using videoconferencing technology. On June __, 2022, the Town Board adopted a local law to authorize the use of videoconferencing for itself and all committees and subcommittees of the Town which are subject to the New York State Open Meetings Law, Public Officers Law, Article 7.
2. This Videoconferencing Policy shall govern member and public attendance and participation where board members choose to attend the public meeting via videoconferencing pursuant to Section 103-a of the Open Meetings Law.
3. This Videoconferencing Policy shall be posted on the Town website.

B. Remote Meeting Attendance by Board Members

1. Members of a public body shall be physically present at all meetings of such public body unless such member is unable to be physically present at any such meeting location due to the following extraordinary circumstances:
 - a. Disability;
 - b. Illness;
 - c. Health Concerns;
 - d. Caregiving responsibilities; or
 - e. Other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.
2. The majority of the public body must conduct the public meeting from a physical location or locations where the public can attend. A physical location is any location identified in the meeting notice that is open to in-person public attendance.
 - a. For example, no less than three members of the Board or Committee must conduct the meeting in the same physical location or locations where the public can attend the meeting. If two Board or Committee members are sick and two Board or Committee members are on vacation, the public meeting must be cancelled because only one Board or Committee member is available

to meet in-person (or in any physical location open to the public). All four members cannot participate in the public meeting using video-conferencing from a location that is not open to in-person public attendance.

- b. A Board or Committee may conduct a meeting where two members attend the meeting from Town Hall, two members attend using videoconferencing where their physical locations are open to the public and such locations have been identified in the meeting notice, and one member attends using videoconferencing where their location is not open to the public.
3. Board or Committee members wishing to attend a public meeting using videoconferencing technology from a location not open to the public, must advise the chair of said public body as early as possible before the scheduled meeting that they are unable to be physically present at the meeting. The public notice for such meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available and identify the physical location or locations for the meeting where the public can attend.
 - a. If a member of the public body plans to attend a meeting using videoconferencing technology from a location open to the public pursuant to Public Officers Law § 104(4), such member must advise the chair of such public body at least 72 hours before the meeting to ensure that the public body has enough time to post the required public meeting notice. The public notice for such meeting shall inform the public that videoconferencing will be used and shall identify the location for the meeting, and state that the public has the right to attend the meeting at any of the locations.
4. Except in the case of executive sessions conducted pursuant to Public Officers Law § 105, the chair shall ensure that all members of the public body, including those attending via videoconferencing, can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. Any board member attending a public meeting via videoconferencing technology must have their video turned on for the duration of the meeting
5. During the meeting, the chair shall announce the name or names of those members participating remotely. This information shall be included in the minutes.
6. Each meeting conducted using videoconferencing shall be recorded and such recordings posted or linked on the public website of the public body within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request.

7. If videoconferencing is used to conduct a meeting from locations not open to the public pursuant to Public Officers Law § 103-a, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via videoconferencing in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in-person participation or testimony.
8. If a vote takes place during the meeting, the remote attendee will be entitled to participate in the vote as usual.
9. Meetings that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines.

C. Exemptions

1. The provisions of this Policy and Public Officers Law § 103-a do not limit the existing authority set forth in the Public Officers Law § 104(4) which allows all public bodies to remotely connect multiple public locations from which members and the public may attend. The Town's public bodies may continue to hold proper open meetings by videoconferencing from multiple physical locations which are identified in the meeting notice, open to the public and connected remotely together by videoconferencing.
2. The in person participation requirements set forth in this Policy and Public Officers Law § 103-a(2)(c) shall not apply during a state disaster emergency declared by the Governor pursuant to Executive law § 28, or a local state of emergency proclaimed by the Mayor pursuant to Executive Law § 24, if the Governor or the Mayor determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in person meeting.

D. Remote Meeting Etiquette for Board Members

1. Board members that attend a public meeting via videoconferencing technology are expected to comply with the following rules:
 - a. Be on time.
 - b. Keep your camera on at all times.
 - c. Ensure your technology works correctly.
 - d. Wear appropriate clothing.
 - e. Frame the camera correctly.
 - f. Have the right light.

- g. Pay attention.
- h. Mute yourself when not speaking.
- i. Minimize distractions in the room.
- j. Maintain appropriate backgrounds.
- k. Silence all background noises.
- l. Ensure your displayed participant name is correct.
- m. Be mindful to look into the camera as much as possible.

E. Public Participation via Videoconferencing Technology

1. Questions will be answered in the order they are received. Participants attending a meeting via videoconferencing technology shall be called upon to speak following in-person speakers.
2. Participants must use the “Raise Hand” function to verbally ask a question. To raise one’s hand, click the “Participants” button in the bottom toolbar, then click the “Raise Hand” button at the bottom of the “Participants” dialogue box. Participants who have joined the meeting solely via phone can dial *9 to raise their hand.
3. Remote meeting participants must wait until authorized to speak by the chair. Only remote speakers with a digital hand raised shall be called upon to speak.
4. Participants shall not type any questions or comments in the chat box. Please note, chats sent privately through a private chat box will show up on the administrator’s downloaded transcript.
5. Participants must mute themselves when not speaking to cut down on background noise.

Adopted on _____

Sent to:
TB, TA, TC
5/25/23
KD

RESOLUTION

NUMBER ____

**(SUPPORTING SENATE BILL S6893/ASSEMBLY BILL A7208 MAKING IT
UNLAWFUL TO DISCHARGE ANY RADIOLOGICAL AGENT INTO THE HUDSON
RIVER)**

WHEREAS, Senator Peter Harckham, who represents the Town, has sponsored a bill in the Senate to prohibit radiological pollution into waters of the State, including the Hudson River; and

WHEREAS, Assemblywoman Dana Levenberg has sponsored the same prohibition in Assembly Bill A7208; and

WHEREAS, the legislation is co-sponsored by members of various political parties, as this matter is a health and safety concern, transcending traditional party lines; and

WHEREAS, the Town Board agrees with prohibiting the discharge of radiological agents into the Hudson River and other state water bodies in order to protect the health and welfare of its citizens and the pristine quality of the Hudson River; and

WHEREAS, the remedy presently provided in the proposed legislation is monetary fines, enforced by the state Attorney General;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor and Town Board of Somers support this proposed legislation to protect the Hudson River.

STATE OF NEW YORK

6893

2023-2024 Regular Sessions

IN SENATE

May 15, 2023

Introduced by Sen. HARCKHAM -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation

AN ACT to amend the environmental conservation law, in relation to decommissioning nuclear power plant discharges into the Hudson River

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The environmental conservation law is amended by adding a new article 30 to read as follows:

ARTICLE 30

DECOMMISSIONING NUCLEAR POWER PLANT DISCHARGES INTO THE HUDSON RIVER

Section 30-0101. Legislative findings.

30-0103. Unlawful discharges.

§ 30-101. Legislative findings.

1. The legislature finds that while the energy and economic output generated by nuclear power plants are beneficial to the state and its residents, discharges into waters of the state of radiological agents from nuclear power plants have various adverse and substantial economic impacts on the state and its residents.

2. The legislature further finds that communities with interests in the Hudson River are concerned with the economic impacts on local real estate values and economic development with respect to the discharge of waste from nuclear power plants into waters of the state during plant decommissioning, which effect is no longer balanced by countervailing economic benefits of the plant to those communities that the plant provided during operation.

3. The legislature further finds that other methods of managing waste from decommissioning nuclear power plants are available and would not result in the same economic impacts.

4. The legislature therefore finds and declares that it is the duty of the state to act to preserve the economic vitality of affected communities.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD11357-03-3

1 § 30-0103. Unlawful discharges.

2 To the extent not subject to preemption by federal law, and notwith-
3 standing any other state or local law, rule, or regulation to the
4 contrary, it shall be unlawful to discharge any radiological substance
5 into the Hudson River in connection with the decommissioning of a nucle-
6 ar power plant.

7 § 2. Article 71 of the environmental conservation law is amended by
8 adding a new title 28 to read as follows:

9 TITLE 28

10 ENFORCEMENT OF ARTICLE 30

11 Section 71-2801. Applicability of title.

12 71-2803. Penalties.

13 71-2805. Attorney general enforcement.

14 § 71-2801. Applicability of title.

15 In addition to the provisions of sections 71-0101 and 71-0301 of this
16 article, the provisions of this title shall be applicable to the
17 enforcement of article 30 of this chapter and to this title.

18 § 71-2803. Penalties.

19 Any person who violates section 30-0103 of this chapter shall be
20 liable for a civil penalty not to exceed thirty-seven thousand five
21 hundred dollars for the first day of the violation, not to exceed seven-
22 ty-five thousand dollars for the second day of the violation, and not to
23 exceed one hundred fifty thousand dollars per violation thereafter. For
24 purposes of this section, each day in which a violation occurs shall be
25 considered a separate violation.

26 § 71-2805. Attorney general enforcement.

27 The penalties provided by section 71-2803 of this title shall be
28 recoverable in an action brought by the attorney general.

29 § 3. Severability. The provisions of this act shall be severable and
30 if any portion thereof or the applicability thereof to any person or
31 circumstances shall be held invalid, the remainder of this act and the
32 application thereof shall not be affected thereby.

33 § 4. This act shall take effect immediately.

STATE OF NEW YORK

7208

2023-2024 Regular Sessions

IN ASSEMBLY

May 12, 2023

Introduced by M. of A. LEVENBERG -- read once and referred to the
Committee on Environmental Conservation

AN ACT to amend the environmental conservation law, in relation to
decommissioning nuclear power plant discharges into the Hudson River

The People of the State of New York, represented in Senate and Assem-
bly, do enact as follows:

1 Section 1. The environmental conservation law is amended by adding a
2 new article 30 to read as follows:

ARTICLE 30

DECOMMISSIONING NUCLEAR POWER PLANT DISCHARGES INTO THE HUDSON RIVER

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4 30-0103. Unlawful discharges.

5 § 30-101. Legislative findings.

6 1. The legislature finds that while the energy and economic output
7 generated by nuclear power plants are beneficial to the state and its
8 residents, discharges into waters of the state of radiological agents
9 from nuclear power plants have various adverse and substantial economic
10 impacts on the state and its residents.

11 2. The legislature further finds that communities with interests in
12 the Hudson River are concerned with the economic impacts on local real
13 estate values and economic development with respect to the discharge of
14 waste from nuclear power plants into waters of the state during plant
15 decommissioning, which effect is no longer balanced by countervailing
16 economic benefits of the plant to those communities that the plant
17 provided during operation.

18 3. The legislature further finds that other methods of managing waste
19 from decommissioning nuclear power plants are available and would not
20 result in the same economic impacts.

21 4. The legislature therefore finds and declares that it is the duty of
22 the state to act to preserve the economic vitality of affected communi-
23 ties.

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25 [-] is old law to be omitted.

LBD11357-03-3

1 § 30-0103. Unlawful discharges.

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3 standing any other state or local law, rule, or regulation to the
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5 into the Hudson River in connection with the decommissioning of a nucle-
6 ar power plant.

7 § 2. Article 71 of the environmental conservation law is amended by
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12 71-2803. Penalties.

13 71-2805. Attorney general enforcement.

14 § 71-2801. Applicability of title.

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21 hundred dollars for the first day of the violation, not to exceed seven-
22 ty-five thousand dollars for the second day of the violation, and not to
23 exceed one hundred fifty thousand dollars per violation thereafter. For
24 purposes of this section, each day in which a violation occurs shall be
25 considered a separate violation.

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27 The penalties provided by section 71-2803 of this title shall be
28 recoverable in an action brought by the attorney general.

29 § 3. Severability. The provisions of this act shall be severable and
30 if any portion thereof or the applicability thereof to any person or
31 circumstances shall be held invalid, the remainder of this act and the
32 application thereof shall not be affected thereby.

33 § 4. This act shall take effect immediately.

Sent to:
TB, TA, TC
5/30/23
KD

Town of Somers Veteran's Committee

Establishment and organization

There is hereby created a Veteran's Committee of the Town of Somers. The Board shall consist of five (5) members appointed by the Town Board to serve at its pleasure for terms of two years. From among the members of the Board, the Town Board from time to time shall designate a Chairperson. The Board shall meet at such times designated by the Chairperson or as the Board shall determine. Vacancies occurring other than by expiration of a term shall be filled in the same manner as original appointments for the balance of the unexpired term.

Compensation

Members of the Board shall receive no compensation for their service but may receive, within an appropriation therefor, reimbursement for reasonable and necessary expenses incurred in the performance of their duties.

Powers and duties

The Board shall have the following powers and duties:

A.

To define, refine and provide oversight in the development and implementation of proposals for the Veteran's Committee.

B.

To advise and consult with public officials and boards for the purpose of advancing the Veteran's Committee.

C.

To provide for public dissemination of information on the Veteran's Committee.

D.

To periodically report to the Town Board on progress relating to the Veteran's Committee.

Sent to:
TB, TA, TC
5/24/23
KO

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

OFF: (914)-232-8441
FAX: (914)-232-8548

Steven Ralston
Superintendent



May 24, 2023

To: Town Board

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

Re: Request for Approval

Request permission to hire the attached Day Camp staff from June 26– August 4, 2023 and continue to hire on an as-needed basis pursuant to County Health counselor-to-camper ratio regulations.

Thank you

C: Park Board
Director of Finance
Town Clerk

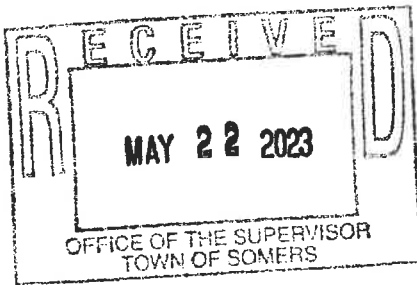
Day Camp Staff to be hired '23				
	Last Name	First Name	Position '23	Hourly '23
1	Arias	Naomi	COUNSELOR	\$11.00
2	Camardella	Alexandra	COUNSELOR	\$11.00
3	Cancel	Taylor	A&C SPECIALIST	\$18.67
4	Cianfaglione	Scott	ASST. DIRECTOR	\$35.34
5	Cianfaglione	Scottie	SPORTS/ EQUIPMENT	\$16.67
6	Conti	Halle	COUNSELOR	\$11.15
7	DiCintio	Danielle	DIVISION HEAD	\$19.22
8	DiGraci	Joseph	COUNSELOR	\$11.00
9	Dineen	Colin	DIVISION HEAD/ SPECIALIST	\$18.67
10	Dinen	Carter	COUNSELOR	\$11.15
11	DiRende	Eva	COUNSELOR	\$11.15
12	Driscoll	Sara	DIVISION HEAD	\$20.54
13	Edelman	Julia	COUNSELOR	\$11.15
14	Gabriele	Chloe	COUNSELOR	\$11.00
15	Garrity	Brenna	COUNSELOR	\$11.00
16	Ginty	John	COUNSELOR	\$11.00
17	Hochman	Lou	COUNSELOR	\$11.00
18	Horowitz	Emily	COUNSELOR	\$11.96
19	Johnson	Nicole	COUNSELOR	\$11.00
20	Krewec	Michael	FIRST AID SUPERVISOR	\$25.72
21	Maccariello	Danielle	DIVISION HEAD	\$21.01
22	Mack	Samantha	COUNSELOR	\$11.15
23	Maoriello	Aimee	DIVISION HEAD	\$19.22
24	Morrissey	Michael	COUNSELOR	\$11.00
25	Murphy	Emma	COUNSELOR	\$11.15
26	O'Connor	Alison	COUNSELOR	\$11.00
27	Picco	Kaeligh	SPORTS/ EQUIPMENT	\$16.67
28	Rieman	Grace	COUNSELOR	\$11.00
29	Rourke	Ava	COUNSELOR	\$11.15
30	Santore	Gabriella	COUNSELOR	\$11.15
31	Seagrist	Samuel	COUNSELOR	\$11.00
32	Smith	Doris	STORY TIME SPECIALIST	\$50.00
33	Sophia	Sinanaj	COUNSELOR	\$11.00
34	Spears	Heather Rose	COUNSELOR	\$11.00
35	Tadar	Celeste	COUNSELOR	\$11.15
36	Weiner	Chloe	COUNSELOR	\$11.15

TOWN POLICE
BRIAN LINKLETTER
CHIEF

Town of Somers

WESTCHESTER COUNTY, N.Y.

PO BOX 342
SOMERS, N.Y. 10589
T.914-232-9622
F.914-232-1795
Email: Police@SomersNY.com



May 22,2023

From: Chief Brian Linkletter
To : Supervisor Robert Scorrano, Councilmen Anthony Cirieco,
Richard Clinchy, William Faulkner, Thomas Garrity
Subject: Appointment of a part time Police Officer

I request to hire Anthony Selvaggi as a part time police officer to the Somers Town Police Department, to work no more than 20 hours per week, at an hourly rate equivalent to 80 % of the current police officer rate effective June 1 ,2023.

Respectfully
Brian Linkletter
Chief
Somers Town Police Department

A handwritten signature in cursive script that reads "Brian Linkletter".

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Telephone
(914) 277-5866
Fax
(914) 277-4098

Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: May 17, 2023

TO: Town Board
Director of Finance

FROM: David B. Smith *DBS*
Director of Planning

RE: **Crown Castle Amended Special Use Permit**
294 Route 100
Refund of SEQRA/Professional Service Fee
TM: 17.19-1-1

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$1,757.50, as follows:

Crown Castle USA, Inc.
Attn: Jenifer Bachi
3200 Horizon Drive, Suite 150
King of Prussia, PA 19406

SW/wg

cc: Town Clerk
Jenifer Bachi, Crown Castle USA, Inc.

Sent to:
TB, TA, TC
5/23/23
KO

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIORS DEPARTMENT DIRECTOR, BARBARA TABERER
SUBJECT: STATE TRANSPORTATION CONTRACT
DATE: MAY 23, 2023
CC: DIRECTOR FINANCE, TOWN CLERK

The Director of Senior Programs requests the Town Supervisor execute the State Transportation Services Contract : PY 2023-2024.



George Latimer
County Executive

Department of Senior Programs and Services

Mae Carpenter
Commissioner

May 19, 2023

Ms Barbara Taberer
Director Somers Nutrition Program
Town of Somers
Wayne Van Tassel Memorial Park
PO Box 236
Lincolndale, NY 10540

RE: State Transportation Services Contract: PY 2023 - 2024

Dear Ms Taberer:

Attached to the e-mail that was sent with this letter is a blank copy of the New York State Transportation Program contract for various Transportation services. The contract is comprised of an Agreement and Schedules "A", "B", "C" and "D," for the program period commencing retroactively on April 1, 2023 and continuing through March 31, 2024. State funding for the contract will be in an amount not-to-exceed \$1,962. Please be advised that the Department of Senior Programs and Services ("Department") may reduce the funding for the contract if the New York State Office for the Aging reduces the Department's grant funding, in which case you will be notified.

You **MUST** use the original contract documents that we have provided. **NO ALTERATIONS** may be made to the contract without the prior consent of the Department. **ADDITIONALLY, DO NOT fill-out the contract electronically as we want to maintain the integrity of the document.** Non-compliance with these requests will result in the contract returned to your agency. Please print a copy of the contract and fill it out making sure that where signatures are required on all documents that they are original. Contracts with COPIED signatures are unacceptable. We also recommend that you keep a blank copy of the contract in the event that you need to reprint a page and also keep a completed copy of the agreement for your records.

Return the ENTIRE completed originally signed agreement and all supporting schedules to me at the address in the footer below.

Please refer to the "Standard Insurance Provisions" in Schedule "B" for detailed information regarding ALL required insurances. ALL required insurances should be submitted with the contract, or it will be on hold pending receipt of any missing insurance form or any form that is not adequately filled out. Remember to list the County of Westchester as "Additional Insured" on the Certificate of Liability Insurance

Please direct program related questions to your program liaison Meleita Jones at 914-813-6420 or via e-mail at mmf2@westchestercountynygov. Questions pertaining to the processing of the contract should be directed to me at 914-813-6058 or via e-mail at ssj3@westchestercountynygov.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Johnson".

Sharon Johnson
Program Administrator

Sent to:
TB, TA, TC
5/30/23
KD

Race Amity Day, observed annually on the **second Sunday in June**, is an opportunity to celebrate interracial friendship and showcase the power of interracial partnerships to foster lasting and powerful social change.



Local Celebrations

A wide range of grassroots observances are held in dozens of localities around the country, including fairs, picnics, festivals, arts and music presentations, and leadership luncheons. Each year, more than 100 local observances are estimated to take place in nearly every state of the union.

State and Local Proclamations

At the state level, four states have established Race Amity Day in perpetuity, while three other states have proclaimed Race Amity Day on at least one occasion. Nearly 60 cities and counties in 17 states have also issued Race Amity Day proclamations.

A National Commemorative Day

NCRA continues its long-standing advocacy efforts to secure a joint Congressional resolution establishing Race Amity Day in perpetuity, building on the U.S. Senate's 2016 resolution "designating June 12, 2016, as a national day of racial amity and reconciliation."

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

TOWNCLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

PATRICIA KALBA
TOWN CLERK



RESOLUTION

RESOLVED, that the Town Board does hereby declare June 12, 2022 as Race Amity Day in the Town of Somers.

I hereby certify that the foregoing copy of resolution was unanimously adopted by the Town Board of the Town of Somers at a Regular Meeting held on June 9, 2022.

Dated: June 13, 2022

Patricia Kalba

Town Clerk

Ec: Supervisor
Director of Finance