

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, OCTOBER 5, 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. Design and Construction Administration for the Base of the Old Bet Monument – Steven Robbins – Senior Technical Manager / Principal, Woodard & Curran
3. Westchester EMS - Northern Westchester Advanced Life Support Paramedic Fly-Car Analysis and Recommendation for their 2023-2024 Budget – Discussion
4. Stop Sign Requests - Private Communities/Roads - Discussion
5. Consider authorization to the Supervisor to execute the Contract of Purchase and Sale with the Somers Fire District for a 2.5 acre parcel of land located at Route 100, Somers, New York 10589 and designated on the tax map as Part of Section 17.18, Block 1, Lot 1.2 to be used as a NYS Police Barracks at a purchase price of \$80,000 dollars and to further authorize the Supervisor and Town Attorney to take those actions and execute those documents to close title to said property as soon as practical.

**SOMERS TOWN BOARD
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6. Consider amendment to Crossroads at Baldwin Place Community Benefits Agreement.
7. Authorize the Supervisor to execute The Stormwater Facility Maintenance Agreement with Cobbling Rock Estates Subdivision, 27 Cobbling Rock Drive, Tax Map 37.19-2-4 per memo dated September 27, 2023 from Steven Woelfle, Engineering Department.
8. Authorize the Supervisor to execute the Justice Court Assistance Program (JCAP) Grant in the 2023-24 grant cycle not to exceed \$30,000.00 for the Somers Justice Court, per memo from Barbara Lloyd, Court Clerk, dated September 12, 2023.
9. Trailside Estates
 - a. Declaration of Lead Agency
 - b. Discussion of technical reports to be prepared
10. Authorize the Supervisor to approve the First Amendment to the original 2022-2023 WIN & NSIP Agreement for the provision of Nutrition Services to increase funding by an additional \$11,661.00 per memo dated September 27, 2023 from Barbara Taberer, Seniors and Nutrition Program Director.
11. Refer request from Nick DeVito, Superintendent of Highways, for a stop sign to be placed at the Northern most Intersection of Adson Way and Robert Martin Blvd., to the Somers Police Department, Somers Bureau of Fire Prevention, and Engineering for evaluation.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

D. HIGHWAY: No additional business.

E. PERSONNEL:

**SOMERS TOWN BOARD
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1. **Current Vacancies:**

- a. Affordable Housing Board (1- 2-year term ending 7/11/2024.)
- b. Affordable Housing Board (1- 2-year term ending 7/11/2025.)
- c. Assessment Board of Review (1- 5-year term ending 9/30/2028.)
- d. Partners in Prevention (1- 3-year term ending 12/31/2023.)
- e. Partners in Prevention (1- 3-year term ending 12/31/2025.)
- f. Veteran's Committee (1- 2-year term ending May 31, 2025.)

2. **Upcoming Vacancies - Terms Expiring in 2023:**

- a. Library Board of Trustees (1- 5-year term ending 12/31/23.)
- b. Partners in Prevention (4- 3-year terms ending 12/31/2023.)
- c. Zoning Board of Appeals (1 – 5-year term ending 12/31/2023.)

- 3. Acknowledge the resignation of Nicholas Hinkley, Road Maintainer for the Somers Highway Department, effective September 29, 2023.
- 4. Acknowledge the appointment of Bill Keane to the Somers Library Board of Trustees to fill the unexpired term of Michelle Nicora effective September 20, 2023 and ending December 31, 2024.
- 5. Acknowledge the appointment of Joanne DiMase to the Somers Library Board of Trustees to fill the unexpired term of Paul Manuele effective September 20, 2023 and ending December 31, 2027.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. PROPOSED CONSENSUS AGENDA:

- 1. Accept the following Bond per September 19, 2023 memo from Steve Woelfle, Engineering Department:
 - a. \$200.00 Erosion Control Bond
ARSEC Corp. Site Plan, Resolution 2023-9
TM: 17.11-2-18 & 19
- 2. Authorize the following SEQRA/Professional Service Fee refund per September 22, 2023 memo from David B. Smith, Director of Planning:
 - a. \$3,483.54 Somers Crossing, TM: 17.15-1-15.1

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3. Authorize the Supervisor to execute the application to reserve temporary use of the Somers Town House Green from Anthony J. Messina for display of a Christmas Nativity Creche from December 1, 2023 through January 12, 2024.

2023 Calendar

October 5, 2023	7:00pm	Town Board Work Session
October 12, 2023	7:00pm	Town Board Regular Meeting

October 17 & 19 Department Budget Hearings

November 9, 2023	7:00pm	Town Board Work Session
November 16, 2023	7:00pm	Town Board Regular Meeting

(Wednesday)

December 6, 2023	7:00pm	Town Board Work Session
December 14, 2023	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC
9/11/23 + 10/3/23
KA

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

T 800.426.4262
T 914.448.2266
F 914.448.0147

Via Electronic Mail

September 8, 2023



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

Re: Old Bet Monument
Professional Services Proposal

Dear Supervisor Scorrano:

Woodard & Curran (W&C) is pleased to present the following proposal to provide engineering services related to structural design for the base of the Old Bet monument at Town of Somers Town Hall.

The Somers Historical Society has commissioned a replacement Old Bet sculpture that weighs more than the prior sculpture. Additionally, the monument was struck by a motorist in 2010 with damage to the base of the monument. To provide a durable and long-lasting foundation for the installation of the new sculpture, a structural assessment and design of a new monument foundation is required.

This Engineering Services Agreement between Woodard & Curran Engineering & Geological Services P.A.P.C (W&C / Engineer) and the Town of Somers, NY (Town / Client) shall be completed in accordance with the Scope of Services, Compensation, Schedule, and Terms and Conditions as defined herein.

SCOPE OF SERVICES

Woodard & Curran will work with the Town of Somers, NY to design and detail a new reinforced concrete pedestal and base to support an approximately 600 pound elephant statue. The new pedestal and base will meet code prescribed wind and seismic forces using prescriptive soil bearing capacities, and be founded below frost depths for the area. The new design will incorporate as much existing stonework as possible to match the aesthetics of the existing structure. Design of the statue and wrought-iron scroll work will be by local artists. During construction, W&C will observe existing soils and determine if in-place density testing of compacted soils is required, along with concrete strength testing.

Specific tasks related to this design effort include:

- 1 Coordination of new statue geometry and scrollwork with proposed statue pedestal and base.



- 2 Design and detailing of new reinforced concrete base to resist NY State Building Code wind and seismic forces.
- 3 (2) coordination meetings with the Historical Society
- 4 Deliverables: One sheet with specifications as notes on drawings detailing new statue pedestal base and foundation.

Task during Construction Administration include:

- 5 Review of up to (6) submittals including concrete mix design, rebar, and backfill.
- 6 Responses to contractor RFIs.
- 7 Field testing services during construction.
- 8 (2) site visits.

COMPENSATION

Woodard & Curran will provide the work presented above for a lump sum fee of \$21,900, including \$8,600 for design services and \$13,300 for construction phase services, inclusive of a budgetary allowance of \$7,500 for third-party testing services.

SCHEDULE

Work will commence upon receipt of a signed Agreement or Notice to Proceed. Design work will be completed within 8 weeks of authorization, with construction services following as they are procured and as weather conditions allow.

TERMS AND CONDITIONS

Terms and Conditions of this work shall be conducted as part of our January 5, 2023 Non-Escrow Based Town Engineering Support agreement and March 11, 2009 Master Services Agreement with the Town.

If you accept this proposal and wish to proceed, please indicate your agreement by signing this letter. Please return a copy for our records. We look forward to working with the Town on this important project.

Sincerely,

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

A handwritten signature in black ink, appearing to read "Steven C. Robbins".

Steven C. Robbins, P.E., LEED AP
Senior Technical Manager

A handwritten signature in black ink, appearing to read "Anthony C. Catalano".

Anthony C. Catalano, P.E., BCEE
Vice President

(signatures next page)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

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

TOWN OF SOMERS

Signature Date

Signature Date

Name (printed)

Name (printed)

Title

Title

Subject: FW: Follow up action item from September 20, 2023 WEMS ALS Fly-Car Township Meeting
Attachments: Northern Westchester ALS Fly-Car Analysis and Recommendation 2023 2024.pdf

Subject: Follow up action item from September 20, 2023 WEMS ALS Fly-Car Township Meeting

Thank you all for your support and participation during the ALS Fly-Car township meeting. As requested, please see the attached summary document to share with your respective town boards. The 3-page document highlights the most relevant reports with explanation to support the addition of a fourth unit. Upon request, we will make ourselves available to attend town board meetings and lend voice to the document. I am away next week, but please be assured that any member of the WEMS management team can stand in. I will personally be available starting October 4th.

Please note : We have recorded the acceptance and approval of the 2024 ALS Paramedic Fly-Car budget with our historical configuration of 3 units 24/7. Following your respective review and meetings with your town boards, we will set up another meeting in mid-October to vote on the additional 4th unit.

Thank you, please feel free to contact any of us with any questions or concerns.

Respectfully,

Al Kim
Executive Director
O.914.244.0382
C.917.662.0650
akim@wemsny.org



45 Kensico Drive
Mount Kisco NY, 10549

Visit us at WEMSNY.org

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45 Kensico Drive
Mount Kisco, NY 10549
Tel. (914) 244-0440
Fax (914) 244-0173
www.westchesterems.org

Northern Westchester Paramedics

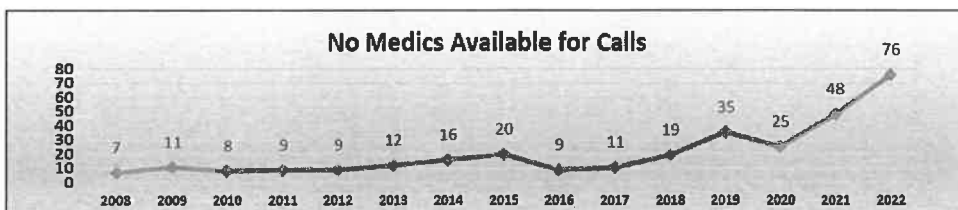
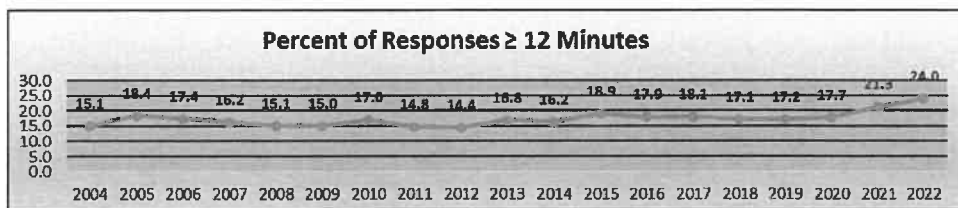
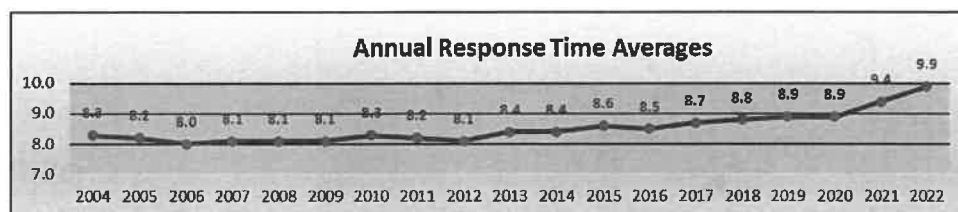
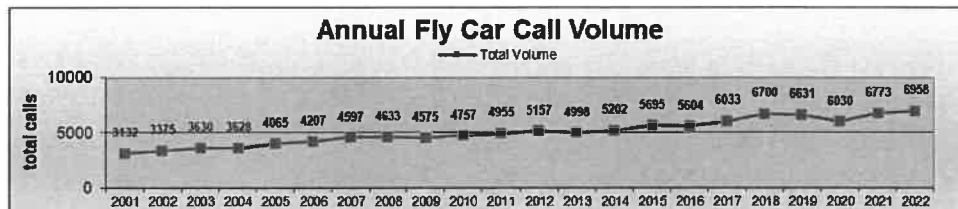
Service delivery analysis and recommendation

09/21/2023

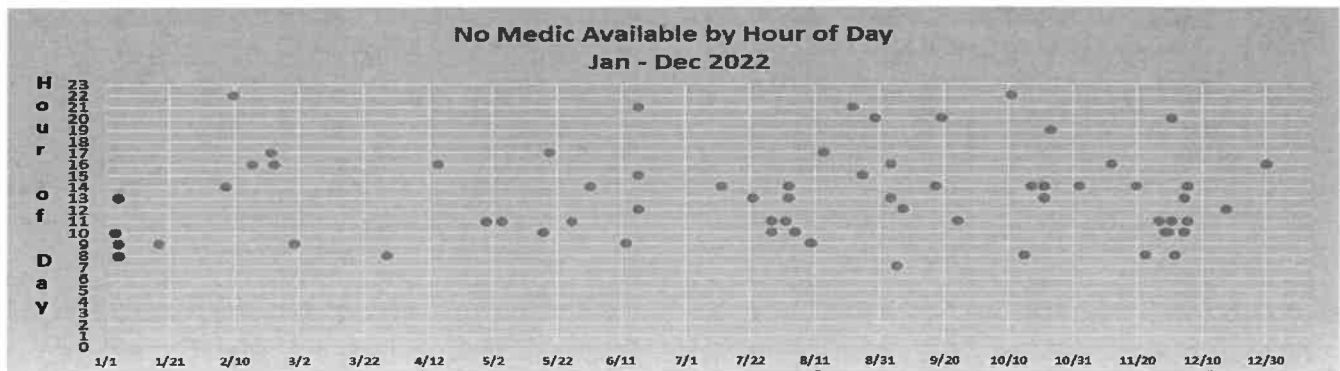
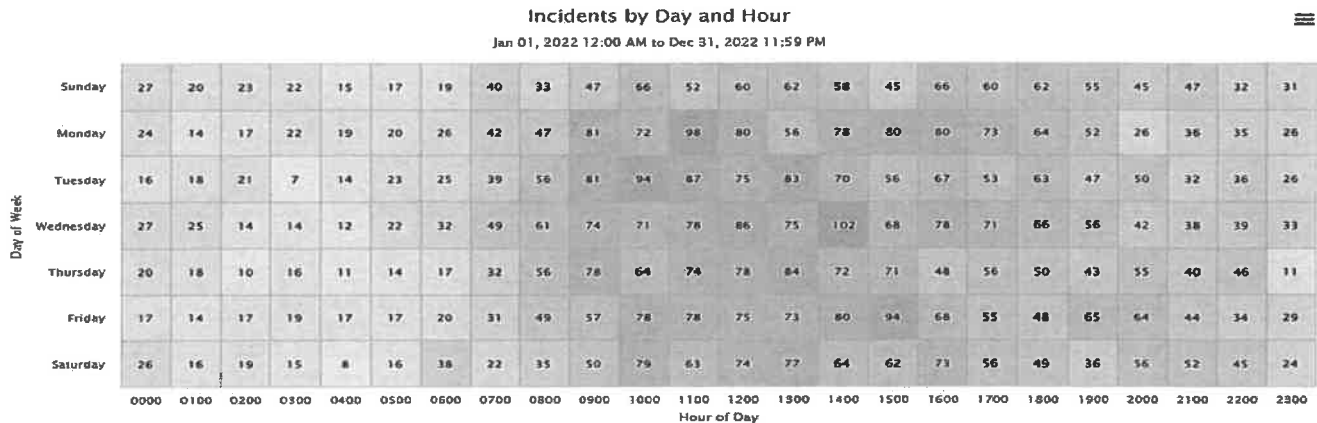
Westchester EMS (WEMS) is a not for profit 501(C)3 EMS agency that has been providing a shared 911 Paramedic Fly Car service to the 8 towns in the Advanced Life Support (ALS) Consortium in Northern Westchester since Sept 1, 2000. The service is provided via a break-even funding model, allocated proportionally to the 8 member towns. The annual budgets are approved by the member municipalities. The annual financial statements are subject to an audit by an independent accounting firm.

Through continuous monitoring of call volume and response time data, we have identified signs of demand exceeding resources. WEMS management has focused on optimizing utilization of resources by other means before recommending adding another unit, however, currently **WEMS management recommends the addition of a 12-hour unit, 7 days a week.**

Since the inception of service in 2000, three (3) 24/7 paramedic response units have serviced the 8 member towns. During the same period, call volume has increased 122% from 3,132 to 6,958 in 2022. The corresponding increase to response time with call volume is evident in the reported data. There are additional concerns with the rise of instances when all units are assigned to calls simultaneously leaving communities without any ALS paramedic resources. Below are reports that highlight these concerns.



Demand analysis demonstrates certain times of day experiencing increased response times and reduced availability by the ALS Fly-Car Paramedics. **It is the recommendation of the WEMS' management team to add targeted resources to best address these issues.**



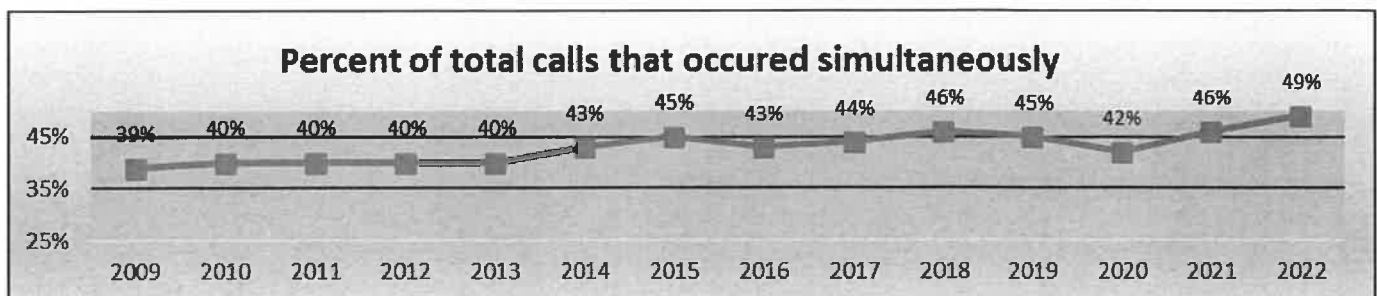
Call Volume Impact on Response Times

Average Response Times increase significantly as medics are assigned calls.

System Status	Responses	Average response time	Response times ≥12 min
All Cars in Service optimal condition	3551 (51%) (58%*)	9.6 mins (avg 8.4*)	780 (22%) of these responses were ≥ 12 mins
1 car on call leaving 2 available	2355 (34%) (31%*)	10.1 mins 5% increase (avg 5%*)	623 (26%) of these responses were ≥ 12 mins
2 cars on calls leaving 1 available	917 (13%) (10%*)	10.8 mins 13% increase (avg 17%*)	277 (30%) of these responses were ≥ 12 mins
3+ cars on calls Added units if available	135 (2%) (2%*)	12.1 mins 26% increase (avg 37%*)	30 (22%) of these responses were ≥ 12 mins

01/01/2022–12/31/2022 data

* = 14-year average



WEMS' Paramedics and your local volunteer agencies respond to 7,000 medical calls a year. The Advanced Life Support Fly-Car system services 8 towns in a shared service model with (3) three 24/7 response units. These calls can vary from motor vehicle crashes to someone having a heart attack or stroke. When the volunteers arrive, they stabilize the patient and begin basic care. Once the paramedics arrive, they work together, and the paramedics perform advanced assessment and care as they begin transport in the ambulance to the appropriate hospital. Below are some real-life examples of calls that made a difference.

71-year-old women is out for a walk when suddenly she begins feeling weakness to her left side. She continues on but then falls to the ground when she loses the ability to walk. WEMS Paramedics arrive and notice she has obvious facial droop and is unable to form words. The Paramedic completes his assessment and determines the patient is suffering from a stroke. As the patient is being loaded into the ambulance, the Paramedic calls the Emergency Room to alert them to the pending arrival of an acute stroke patient. The Emergency Room prepares for her arrival by alerting their Stroke Team. In the ambulance, the Paramedic initiates IV access, performs a 12 lead EKG and obtains blood sugar levels. Upon arrival at the ER the patient is immediately assessed by the physician and sent to the Cat Scan. Thanks to the early notification from the Paramedic and the prehospital care provided, this patient receives clot busting medication within 30 minutes of ER arrival and under 1 hour from the time the stroke began. Because of this, the patient experienced a complete resolution of the Stroke and was discharged with no lasting deficits.

There's a saying in emergency medicine that "time is muscle", muscle in this case was the brain, the time is in minutes.

There was a motor vehicle crash on a winding road involving an automobile versus a school bus. The occupants of the automobile sustained serious life-threatening injuries. Upon arrival on the scene, the paramedic unit and several volunteer BLS ambulance and fire agencies found several occupants ejected from the automobile. They were unconscious and in imminent traumatic cardiac arrest. The driver of the automobile was trapped and unconscious in critical condition. All 3-paramedic fly-cars and a supervisor paramedic unit were assigned to the call. The patients' airways were secured with advanced endotracheal tube placements and rapid IV fluids were started. The patients were all rapidly transported to Northers Westchester and Westchester Medical Center. After a lengthy stay in the intensive care units the patients survived.

Serious trauma care is about the time it takes to get the patient to the operating room, this is known as the "golden hour", the clock starts ticking from onset of injury and every minute matters.

The ALS Paramedic Fly-Car service is an essential lifesaving resource in the EMS system. When service demand starts to outpace acceptable delivery standards, we must consider adding resources. Increasing capacity will increase availability of the paramedic units, increasing availability will decrease response times.

Subject: October 5, 2023 TB Work Session Agenda Item: Stop Sign Requests

From: Steve Woelfle <swoelfle@somersny.com>

Sent: Friday, September 29, 2023 11:57 AM

To: Kim DeLucia <kdelucia@somersny.com>

Cc: Robert Scorrano <rscorrano@somersny.com>; Tammi Savva <tsavva@somersny.com>

Subject: RE: Heritage Hills - Stop Sign Request

- Private roads with Town board action to legalize; Greenbriar, Willows, Somers Chase, Somers Commons, Avalon, Hidden meadows are other areas of private roads
- HH is a large residential community with many intersections from minor "B" condo unit roads onto the collector roads "A" roads. Potentially there could be many more requests for stops signs in the future from the 30 or so condos and/or HH society. Perhaps, the TB could request a traffic engineer study now or in the future. There is more pedestrian traffic in heritage and outside traffic (GPS), in which, a traffic/pedestrian/signage study could evaluate the entire community as a whole instead of one area/intersection at a time.
- There is reduced sight distance at the Westridge/Waterview Drive intersection and it appears attempts have been made to cut back the white pines to increase sight distance, however, there still is some obscured vision looking east.
- Based on the speed data provided- not many drivers are obeying the posted 20 and 20 mph speed limits. Enforcement??

Steven Woelfle

Town of Somers-Engineering Dept.

Phone: (914) 277-5366

Fax: (914) 277-4093

Sent to:
TB, TA, TC
9/26/23
KD

CONTRACT OF SALE

PARTIES

BETWEEN the Somers Fire District, a political subdivision of the State of New York and district corporation, with an address at 119 Primrose Street, Lincolndale, New York 10589 (the "Seller"), who agrees to sell to the Town of Somers, a municipal corporation, with an address at 335 Route 202, Somers, New York 10589 (the "Purchaser"), which agrees to purchase the property consisting of approximately 2.5 acres of vacant land located on Route 100 in the Town of Somers (the "Subdivided Premises"), as defined below:

SUBDIVIDED PREMISES - VACANT LAND

Street Address: Route 100, Somers, New York 10589

Tax Map Designation: Part of Section 17.18, Block 1, Lot 1.2, consisting of 2.5 acres of land, which is more specifically described on Scheduled "A", annexed hereto and made a part hereof (hereinafter referred to as the "Subdivided Premises")

FIXTURES - NONE (VACANT LAND)

PURCHASE PRICE

1. The Purchase Price is: \$80,000.00
Payable as follows:
By certified check at closing: \$80,000.00

ACCEPTABLE FUNDS

2. All money payable under this contract, unless otherwise specified or agreed to, shall be a certified bank official check issued by a bank having a banking office in the State of New York payable to Seller, without endorsements:

REQUIRED CONDITIONS AND APPROVALS

3. The sale by Seller and purchase by Purchaser are subject to the following conditions and approvals and the Purchaser's and Seller's obligation under this contract of sale are subject to and contingent upon the issuance and receipt by the Purchaser, with a copy to Seller of each and all of the following, obtained at Purchaser's sole cost and expense:

- (a). Approval by the Town of Somers Planning Board of a subdivision of Tax Map Number Section 17.18, Block 1, Lot 1.2, into two tax lots, as follows:
 - (i) 2.5 acre parcel of land as described on Schedule "A" (the "Subdivided Premises").

- (ii) A lot consisting of the remaining property after the 2.5 acre Subdivided Premises is subdivided from Tax Map Number Section 17.18, Block 1, Lot 1.2 (the "Remainder Premises").
- (b) The Town of Somers shall create a new tax lot designation for the Subdivided Premises.
- (c) Filing of an approved subdivision map in the Office of the Westchester County Clerk, which subdivision of map shall include two lots consisting of the Subdivided Premises to be conveyed to the Purchaser and the Remainder Premises to remain as owned by the Seller.
- (d) The Town of Somers Town Board shall approve and rezone the Remainder Premises (after the subdivision of Tax Lot Section 17.18, Block 1, Lot 1.2 into two lots as set forth in the prior provision) to allow as a permitted use the operation and maintenance of the Somers Fire District and the New York State Police thereon and a change of zoning from R-30 to N.S..
- (e) The Purchaser shall obtain the approval of the Town of Somers to provide and install, at Purchaser's sole cost and expense, water and sewer infrastructure and pipeline across the Subdivided Premises and ten feet into the boundary line of the Remainder Premises to allow the Seller to connect the Remainder Premises to municipal water and sewer services.
- (f) The Purchaser shall arrange to have the Town of Somers Town Board and all required Departments to add the Remainder Premises to the Town of Somers water and sewer districts.
- (g) As part of the Purchaser's application to the New York Department of Transportation for Improvement of the Subdivided Premises, the Purchaser will obtain permission for the Seller to install a traffic control device at entrance to the Remainder Premises for ingress and egress thereto as well as to actively use and maintain the two (2) existing curb cuts on New York State Route 100, Somers, New York to provide access to the Remainder Premises.
- (h) The Purchaser shall reimburse the Seller, at closing, for the cost of Seller's architectural and engineering expenses incurred in connection with the conveyance of the Subdivided Premises to the Purchaser, up to a total of \$10,000.00.
- (I) The Purchaser/the Town of Somers shall grant to Seller, at or after the closing all necessary easements required to provide access and utilities, water and sewer service to the Remainder Premises. This provision and the Purchaser's obligation thereunder shall survive the closing.

TITLE COMPANY APPROVAL

4. Seller shall give, and Purchaser shall accept, such title as any reputable title company licensed to do business in the State of New York will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

CLOSING DEFINED AND FORM OF DEED

5. "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the Purchase Price to Seller, and the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Subdivided Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by Seller as required by Section 13 of the Lien Law.

CLOSING DATE AND PLACE

6. Closing will take place at the office of the Somers Fire District, 119 Primrose Street, Lincolndale, New York, on or about November 17, 2023.

BROKER

7. Purchaser and Seller hereby state that they have not dealt with any broker in connection with this sale.

ALLOCATION OF PURCHASE PRICE

8. The parties hereto agree that no part of the purchase price set forth in this Contract is attributable to personal property.

AFFIDAVIT AS TO JUDGMENTS

9. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver a satisfactory detailed affidavit at Closing showing that they are not against Seller.

TRANSFER AND RECORDING TAXES

10. At Closing, Seller shall deliver a check payable to the order of the appropriate county officer in the amount of any applicable transfer tax payable by reason of the delivery or recording of a deed. The Purchaser shall pay the recording fees for the recording of the deed.

TRANSFER TAX REPORT

11. Seller and Purchaser shall complete, sign and deliver at Closing the New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584), which Seller shall deliver to the Purchaser's title company with Seller's check as and for payment of the transfer tax due. Any costs or fees necessary to record the deed, to file the Form TP-584 or to file the Real Property Transfer Report (Form RP-5217) shall be paid by the Purchaser.

CONDITION OF SUBDIVIDED PREMISES

12. The Purchaser has examined the Subdivided Premises above-described and takes them in their present condition and "AS IS." Neither the Seller nor any agent or representative of the Seller has made any representations or promises upon which the Purchaser has relied regarding the physical condition of the Subdivided Premises or any other matter or thing relating to the Subdivided Premises hereby contracted to be sold, except as is expressly set forth in this

agreement. The Seller shall not be liable for or in any manner bound by any verbal or written statements or representations by any person or persons, unless such representations are expressly set forth in this agreement.

TITLE DEFECTS & LIMIT OF LIABILITY

13. If the Seller shall be unable to convey a good and marketable title subject to and in accordance with this agreement, the sole obligation of the Seller shall be to terminate the contract and thereafter this contract of sale shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this agreement, and the lien, if any, of the Purchaser against the Premises shall wholly cease. The Seller shall not be required to bring any action or proceeding or otherwise to incur any expenses to render the title to the Premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey without any further liability on the part of the Seller and without any abatement or reduction of the Purchase Price. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the contract.

NOTICE OF TITLE DEFECTS

14. Purchaser shall notify Seller's attorney in writing of any objections to title prior to closing of title. Delivery of a title report prepared by a title company licensed to do business in the State of New York to Seller's attorney shall be deemed due notice of the objections set forth therein. Seller shall be entitled to a reasonable adjournment of the Closing date in order to clear any such objections to title, but if Seller is unable to clear any such objections to title, Seller shall have the option to terminate this contract by notifying Purchaser's attorney in writing by certified mail, return receipt requested, of such termination, whereupon the terms and conditions set forth in the preceding paragraph herein shall apply.

RIGHT TO INSPECT

15. The Purchaser shall have the right to inspect the Subdivided Premises at any reasonable time upon reasonable notice to Seller.

PATRIOT ACT AND ANTI-TERRORISM LAW

16 Each party hereto represents and warrants to the other party and to the parties' respective counsels herein, that such party: (i) is not listed on the United States Treasury Department Office of Foreign Assets Control's Specially Designated Nationals (SDN) List; (ii) is not an entity the other party is prohibited to do business with under the USA Patriot Act and related anti-terrorism laws; (iii) will not violate the USA Patriot Act and related anti-terrorism laws; and (iv) will not do business with any individual or entity that will violate the USA Patriot Act and related anti-terrorism laws.

Each party hereto shall, upon written request, therefore, promptly provide to the other party and the parties' respective counsels herein, a written certification or other reasonable evidence confirming such party's compliance with the USA Patriot Act and related anti-terrorism laws.

Each party hereto shall indemnify the other party and the parties' respective counsels herein, in the event that such party violates the above, or the USA Patriot Act and related anti-terrorism laws.

NON-FOREIGN STATUS

17. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC 1445, as amended, and the regulations issued thereunder ("Code Withholding Section").

GENERAL PROVISIONS

18. The following general provisions apply to this agreement:

a. Benefits. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, the Seller and the Purchaser, and their respective successors and assigns.

b. Agreement. This Agreement and the Schedule and Riders hereto contain the entire Agreement between the Purchaser and the Seller with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged, extended, or terminated except by an instrument in writing, signed by the party against whom the enforcement or any modification, change, discharge or termination is sought.

c. Captions. The captions of the Paragraphs and subparagraphs of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.

d. Notices. Any notices, request, instrument or other document to be given hereunder shall be in writing and, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, and email, as follows:

If to the Purchaser:

Roland A. Baroni, Jr., Esq.
Stephens, Baroni, Reilly & Lewis, LLP
175 Main Street, #800
White Plains, New York 10601
rbaroni@sbrllaw.com
(914) 761-0300

With a copy to:

Robert Scorrano, Supervisor
Town of Somers
335 Route 202
Somers, New York 10589

If to the Seller:

Kornfeld, Rew, Newman & Simeone
139 Lafayette Avenue
P.O. Box 177
Suffern, New York 10901
Attn: William S. Badura, Esq.
wsb@krne.com
(845) 357-2660

With a copy to:

Board of Fire Commissioners
Somers Fire District
P.O. Box 300
Somers, New York 10589

Each party may change its address for the purposes of this Paragraph by giving written notice of such change to the other party in the manner herein provided.

If this Agreement provides for a designated period after a Notice within which to perform an act, such period shall commence on the date of receipt or tender of the Notice. If this Agreement requires the exercise of a right by Notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the Notice pursuant to which such right is exercised.

e. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement.

f. Invalidity of Certain Provisions. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

g. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.

h. Singular and Plural. Any singular word or term herein shall also read as in the plural whenever the sense of this contract may require it.

i. No Waiver. The failure of Seller or Purchaser to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Agreement, shall not be deemed a waiver of any party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Agreement.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

k. Assignment. This Agreement may not be assigned by the Purchaser without the prior written consent of the Seller.

l. Merger. Seller is not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to the Premises, made or furnished by any agent, employee, servant, or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Contract, made by the other.

m. Changes must be in Writing. This Contract may not be changed or canceled, except in writing. The Contract shall also apply to bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorizes their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

ENTIRE AGREEMENT

19. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

ATTORNEY AUTHORIZATION

20. Each of the parties authorizes their attorneys to agree in writing to any changes in dates to the contract. A facsimile or email of the signed contract may be treated as an original.

CAPTIONS

21. The captions in this Contract are for convenience and reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provisions thereof.

CONTRACT NOT BINDING UNTIL SIGNED

22. This Contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

PERMISSIVE REFERENDUM CONTINGENCY

23. The parties acknowledge that this sale is subject to the Permissive Referendum requirements of Town Law Section 220. The Purchaser's obligation to purchase is contingent upon the passage of the permissive referendum period set forth in Article 7 of the Town Law without receipt by the Town Clerk of a petition requiring a referendum. In the event that the Town Clerk, on or before expiration of the forty-five (45) day permissive referendum period, receives a valid petition requiring a referendum, the Purchaser shall, as soon as possible after such receipt, place the Contract on the ballot of a special election in accordance with all applicable provisions of Town Law and the Election law. If Purchaser is required to submit this Contract to a permissive referendum, then Purchaser's obligations hereunder shall be subject to and contingent upon the affirmative approval of the resolution at said election authorizing this Contract by the vote of a majority of the qualified electors of the Town. If the aforementioned majority vote is not obtained, neither party shall have any further right or claim against the other except as may otherwise be provided for herein except that Purchaser shall nonetheless still be responsible to the Seller for the reimbursement of architectural and engineering fees for an amount up to \$10,000 pursuant to section 3(h) of this contract. Furthermore, the Purchaser will also remain responsible for the rezoning of Seller's Premises from R-30 to N.S. pursuant to section 3(d) of the contract and will also remain responsible for adding Seller's Premises to the Town of Somers water and sewer districts pursuant to section 3(f) of the contract.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and date set forth next to their signature, and consent to the date first above written being the effective date of this Agreement.

SELLER:

Date: _____

John Chrysogelos, Jr., Chairman

PURCHASER:

Date: _____

Robert Scorrano, Supervisor

Sent to:
FB, ITA, TC
9/26/23
KD

**RESOLUTION
TO AUTHORIZE THE PROPOSED PURCHASE OF
PART OF SECTION 17.18, BLOCK 1, LOT 1.2
ROUTE 100, SOMERS, NEW YORK 10589**

Motion made by _____

Seconded by _____

RESOLVED, that the Town Board of the Town of Somers hereby authorizes the proposed purchase of Part of Section 17.18, Block 1, Lot 1.2, Route 100, Somers, New York 10589, comprising 2.5 acres, from the Somers Fire District for general municipal purposes at a purchase price of Eighty Thousand (\$80,000.00) Dollars and hereby authorizes the Supervisor to execute all documents in connection therewith; and be it

RESOLVED, that this resolution is adopted subject to permissive referendum and that the Town Clerk be authorized to publish a Notice of Permissive Referendum within ten (10) days hereof.

Supervisor _____

Councilman _____

Councilman _____

Councilman _____

Councilman _____

Resolution Adopted.

I, Patricia Kalba, Town Clerk of the Town of Somers, County of Westchester, State of New York, do certify that the above is a true and exact copy of a Resolution adopted by the Town Board of said Town at a meeting held on September ____, 2023.

Patricia Kalba, Town Clerk

Sent to:
TB, TA, TC
9/26/23
KD

**NOTICE OF RESOLUTION
INITIATING PERMISSIVE REFERENDUM**

Notice is hereby given that the Town Board of the Town of Somers, County of Westchester, State of New York, at a regular meeting held on _____, 2023, duly adopted a resolution, an abstract of which is that, subject to a permissive referendum, certain unimproved real property identified on the Town Tax Maps as Part of Section 17.18, Block 1, Lot 1.2, Route 100, Somers, New York 10589, be purchased from the Somers Fire District for general municipal purposes at a purchase price of Eighty Thousand (\$80,000.00) Dollars.

By Order of the Town Board
Town of Somers, New York

Patricia Kalba, Town Clerk

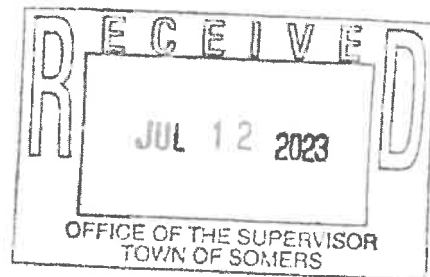
Dated: September ___, 2023
Somers, New York

57 Route 6, Suite 207
Baldwin Place, New York, 10505
Phone: 845-306-7705
Fax: 845-306-7707



July 10, 2023

Robert Scorrano, Town Supervisor
Town of Somers Office of Supervisor
335 Route 202
Somers, NY 10589



RE: Crossroad at Baldwin Place Community Benefits Agreement

Dear Supervisor Scorrano,

As part of the Community Benefit Agreement for the Crossroads at Baldwin Place project there was a \$100,000 contribution earmarked to renovate an existing firehouse into a senior center. I am writing at this time to give our unilateral consent and permission to reallocate that \$100,000 payment to any community benefit that the Town of Somers deems appropriate. If you have any questions or comments, feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ken Kearney', written over a light blue horizontal line.

Ken Kearney

Sent to:
TB, TA, TC
9/28/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: September 27, 2023

To: Robert Scorrano
Supervisor

From: Steven Woelfle *SW*
Engineering Department

RE: Cobbling Rock Estates Subdivision, 27 Cobbling Rock Drive
Stormwater Facility Maintenance Agreement
Tax Map 37.19-2-4

Pursuant to Resolution No. 2021-08 of the Town of Somers Planning Board, please find the proposed Stormwater Facility Maintenance Agreement for 27 Cobbling Rock Drive.

The original for your signature will be held in the Engineering Office.

The TP-584/PREP and filing fee will be provided and submitted at time of filing by the applicant.

Proof of recording will need to be provided prior to issuance of Certificate of Occupancy.

SW/wg
cc: Town Clerk
Town Attorney
Building Inspector
Blair Cullen

SomersNY-PE/Shared Documents/Subdivision files/Cobbling Rock Estates/memo to TB - 27 Cobbling Rock Drive - Stormwater Facility Maintenance Agreement.doc

Stormwater Facility Maintenance Agreement
27 Cobbling Rock Drive
Section 37.19, Block 2, Lot 4
Somers (T)

Note: Record and Return to: Town of Somers Planning and Engineering Department

Whereas, the Town of Somers, County of Westchester, State of New York ("Municipality") and Blair Cullen ("property owner") want to enter into an agreement to provide for the long-term maintenance and continuation of stormwater control measures approved by the Municipality for the above-named project, and

Whereas, the Municipality and the property owner desire that the stormwater control measures be built in accordance with the approved project plans including:

Preliminary Subdivision Plan – last revised May 25, 2021;
Erosion Control Plan – last revised May 25, 2021;
Constraints Map – last revised May 25, 2021;
Soil Map – last revised May 25, 2021;
Road Profiles – last revised May 25, 2021;
Drainage Profiles (DP-1 and DP-2) – last revised May 25, 2021;
Details (D-1, D-2 and D-3) – last revised May 25, 2021.

and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Therefore, the Municipality and the property owner agree as follows:

1. This agreement inures to the benefit of the Municipality and binds the property owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are referenced in this agreement.
2. The property owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted in the approved project plans as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, infiltrators, pretreatment structures, drop inlets, pipes, culverts, soil absorption devices and retention ponds/rain gardens.
3. The property owner shall be responsible for all expenses related to the maintenance of the stormwater control measures.
4. The property owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality, within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The property owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.

6. The property owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. This agreement shall be recorded in the Office of the County Clerk, County of Westchester together with the deed for the subject premises.
8. In the event that the Municipality determines that the property owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality shall be granted a temporary easement to enter the property and is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property.
9. Nothing within this agreement shall be construed to impose any affirmative obligation or covenant of performance on the Municipality.
10. This agreement is effective _____

Property Owner: _____

Owner's Representative: _____

Representative Signature: _____

ACKNOWLEDGEMENTS

STATE OF New York :
COUNTY OF Westchester : ss.:

On the 21 day of September, in the year 2023 before me, the undersigned, personally appeared Peter Cullen personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

ABIGALE VASQUEZ-ACEVEDO
NOTARY PUBLIC, STATE OF NEW YORK
Registration Number # 02VA6398435
Qualified in Westchester County
Commission Expires Sept. 30, 2023

Abigale Vasquez-Acevedo
Notary Public

Town Supervisor Signature: _____

ACKNOWLEDGEMENTS

STATE OF :
COUNTY OF : ss.:

On the _____ day of _____, in the year 2023 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Sent to:
TB, TA, TC
9/26/23
KD

JUSTICE COURT

Town of Somers

WESTCHESTER COUNTY, N.Y.



TOWN JUSTICES

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

TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

September 12, 2023

MEMO TO: Robert Scorrano
Supervisor

FROM: Barbara Lloyd
Court Clerk

RE: JCAP Grant

The Somers Justice Court requests Authorization to apply for the Justice Court Assistance Program Grant up to and including the amount of \$30,000.00, which request will be submitted to the NYS Office of Court Administration electronically. The grant request must be accompanied by a Town Resolution by the Town Supervisor and the Town Board authorizing the court's JCAP application. Accordingly, please calendar before the Town Board for the necessary approvals.

Sent to:
TB, YA, TC
10/3/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4098

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

October 2, 2023

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

From: David B. Smith

Re: Trailside Estates SEQRA Update

Cc: Roland Baroni, Town Attorney
Patty Kalba, Town Clerk

As you will recall on August 10, 2023 your Honorable Board declared your intent to act as Lead Agency for the proposed development to be known as Trailside Estates. The Lead Agency Notice was circulated to a list of known Interested and Involved Agencies for their review and input. Since the initial submission, the Applicant revised the petition to: 1) include a definition of the word "affiliate"; include a reference to the requirement to obtain creation or extension of water and sewer districts; reference the future zoning of the proposed Community Center Lot; and, (2) to include five (5) additional units which will be marketed as for sale units at no more than 120 percent of Westchester County average median income.

On September 13, 2023 the Town of Somers Planning Board did review the proposed development with the Applicant as part of the required referral. The Planning Board did not object to the Town Board assuming the role of Lead Agency under SEQRA. They had several comments related to fee simple development, access and potential dedication of the roads. The Town also received comments from NYC DEP and the Town of Somers Bureau of Fire Prevention neither of which objected to the Town Board assuming Lead Agency, see attached. Accordingly, attached herewith is a draft resolution for the Board's consideration to establish itself as Lead Agency.

The next immediate steps are to work with the Applicant in the preparation of the various technical reports and studies that the Town will need as part of taking a hard look required by the environmental review process. A proposed scope is provided below for your review and consideration.

Suggested Technical Reports – Trailside Estates

Traffic Impact Report
Natural Resources Report (including tree removal)
Wetland Mitigation Report
Fiscal Analysis
Stormwater Management Report
State Historic Preservation Office Review
Utilities Evaluation

If there are other topic areas that you would like to have considered as part of the environmental review or have additional questions or comments please do not hesitate to reach out.



September 7, 2023

David Smith, Town Planner
Town of Somers
335 Route 202
Somers, NY 10589

Rohit T. Aggarwala
Commissioner

Paul V. Rush, P.E.
Deputy Commissioner

465 Columbus Avenue
Valhalla, NY 10595

Tel. (845) 340-7800
Fax (845) 334-7175
prush@dep.nyc.gov

**Re: Notice of Intent to be Lead Agency
Trailside Estates Residential Development
US Route 6/Reynolds Drive
Town of Somers; Westchester County
Tax Map #s: 4.20-1-12 & 15.08-1-4
DEP Log #: 2004-AM-0415-SQ.5**

Dear Mr. Smith and Members of the Town Board:

The New York City Department of Environmental Protection (DEP) has reviewed the Town of Somers Town Board's (Board) Notice of Intent to act as Lead Agency and short Environmental Assessment Form (EAF) for the above-referenced project. DEP does not object to the Board acting as Lead Agency for the Coordinated Review of the proposed action pursuant to the New York State Environmental Quality Review Act (SEQRA).

The project site is located in the Amawalk Reservoir drainage basin of the New York City's Water Supply. As Amawalk Reservoir is phosphorous restricted, water quality impacts to the receiving reservoirs from pollutant-laden runoff must be avoided or mitigated.

The proposed action involves rezoning and text amendments for the above referenced parcels, part of the Somers Realty Master Plan, from Planned Hamlet (PH) to Multifamily Residential Baldwin Place (MFR-BP) to allow for the construction of 76-unit townhouses, a community building, roadways, dog park and associated infrastructure.

DEP's status as an involved agency stems from its review and approval authority for a Stormwater Pollution Prevention Plan (SWPPP) pursuant to Section 18-39(b) of the *Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and Its Sources* (Watershed Regulations). DEP also maintains review and approval authority for the sewer collection system pursuant to Section 18-37 of the Watershed Regulations.

Based upon review of the circulated documents, DEP respectfully submits the following comments for the Board's consideration:

1. The site plan shows a watercourse within the on-site town-regulated wetland as well as in the northeastern corner of the property on the proposed Lot 2. DEP will need to verify the boundaries and outlet of these watercourses.
2. The proposed emergency access/walking trail appears to cross or bisect the on-site wetland. Details on the nature of that crossing should be provided on the plans to help assess potential impacts to the wetland. In addition, please have

the project sponsor specify the size and the nature of surfacing material intended for the proposed emergency access/walking trail.

3. The site plans should also show the limits of disturbance, existing conditions, and temporary and permanent disturbance to the wetland and/or its buffer.
4. It appears that there may be wetlands situated on Lot 2, as well. The project sponsor should conduct a field assessment for wetlands and delineate, as necessary.

Thank you for the opportunity to provide comments. You may reach the undersigned at cgarcia@dep.nyc.gov or (914) 749-5302 with any questions or if you care to discuss the matter further.

Sincerely,

Cynthia Garcia

Cynthia Garcia, Supervisor
SEQRA Coordination Section

X: J. Petronella, NYSDEC Region 3
Delroy Taylor, WCHD
B. Lopez, WCPD

BUREAU OF FIRE PREVENTION

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA, JR.
CHIEF



MEETING MINUTES

August 23, 2023

Bureau Chief Tooma called the meeting to order at 4:40 p.m.

The following were in attendance: Somers Volunteer Fire Department 1st Assistant Chief Greg Lucia, Bureau Deputy Chief Rob Russell, Bureau Chief Tom Tooma, and Bureau Deputy Chief Al Vigliotti.

MINUTES

A motion was made by Bureau Deputy Chief Russell to approve the minutes of the July 19, 2023 meeting as submitted. Bureau Deputy Chief Vigliotti seconded the motion. All were in favor.

SUBMISSIONS

Trailside Estates

An informal review and discussion of the proposed Trailside Estates took place and the Bureau had the following comments:

*there is concern that there is only one way in and one way out

*there is an existing 90 degree turn in the road which would be difficult for a fire truck to maneuver

*where will the hydrants be located?

*will the units be sprinkled?

*what are the dimensions and details of the roadways and driveways, including the cul-de-sac?

*will the road be private or dedicated to the Town at some point?

*will the units have a basement or will they be on a slab on grade?

*what are the details of access from the Recreation Center to the trail?

OLD BUSINESS

ConEdison Markers in Heritage Hills – The 8" by 8" ConEdison markers have all been hung.

SOMERS FIRE DEPARTMENT CHIEF'S REPORT

The following was reported by Assistant 1st Chief Lucia either by email or in person.

The Fire Department responded to calls for burnt food, septic issue, water alarm leaking pipe, dryer fire, oil burner misfire, and for a hazing condition and burning odor.

An application was given to Kennedy Catholic High School for the installation of a Knox box. Mrs. Schirmer will follow up as the application has not been submitted yet.

BUREAU CHIEF'S REPORT

Bureau Chief Tooma had nothing new to report this evening.

BUREAU DEPUTY CHIEF'S REPORT

Bureau Deputy Chief Vigliotti had nothing new to report this evening.

Bureau Deputy Chief Russell received a phone call from Lasdon Park as to the adequacy of their existing two 5,000 gallon each water tanks in lieu of installing a hydrant. All agreed what they have is satisfactory.

Last month, Bureau Deputy Chief Vigliotti reported that a hydrant on Carpenter Place in Shenorock may not be accessible and difficult to connect to. Mrs. Schirmer reached out to the Water Department Superintendent who responded that the hydrant is operational and accessible, however, it is not set at the standard height for the Fire Department. It is very old and has been this way for a long time. The Water Department is working toward a hydrant replacement program for Shenorock and this hydrant is on the list.

CHIEF FIRE INSPECTOR'S REPORT

Chief Fire Inspector Rich Servello was not present, therefore there was no report.

NEW BUSINESS

Remaining Street Signs In Heritage Hills – Now that the ConEd markers have been installed, any remaining street signs have to be removed as soon as possible. Mrs. Schirmer will ask Town staff to report back about any still standing and to provide

pictures.

Removal of Lithium Batteries – Assistant Fire Chief Lucia reported that it is now a Westchester County requirement that the firefighters remove lithium batteries that may be present when they respond to a call.

The meeting was adjourned at 5:30 p.m. and the Bureau will meet next on September 20th.

Sincerely,

Denise Schirmer, Secretary
Bureau of Fire Prevention

cc: Bureau of Fire Prevention
Town Board
Town Clerk
Planning Board
Principal Engineering Technician
Chief Fire Inspector
Somers Fire District

WHEREAS, on or about August 7, 2023, a formal petition for proposed zoning map and text amendments to allow for the construction of 76 Market Rate Townhomes along with an approximately 6,000 square foot community center (the "Proposed Project") was submitted on behalf of Parkview B & G LLC (the "Applicant") for property with an address of 0 Route 6 also known locally as Tax Map 4:20-1-2 and 15.08-1-4 (the "Subject Site"); and

WHEREAS, in support of the petition the Applicant also submitted a Full Environmental Assessment Form, conceptual layout plan and plan for the proposed recreation center; and

WHEREAS, the Applicant seeks to rezone the Subject Site from an Existing R-80 Residence District, R-40 Residence District and PH- Planned Hamlet District to Multifamily Residence Baldwin Place MFR-BP District along with proposed zoning text to Section 170-13.A. Multifamily Residence MFR District to Add 18(c) Affordable Housing Dwelling Unit Credits (the "Zoning Amendments" together with the Proposed Project, the "Proposed Action"); and

WHEREAS, on August 10, 2023 the Town Board did review and discuss the Proposed Action and did declare their intent to act as Lead Agency under the State Environmental Quality Review Act ("SEQRA") and did cause to be circulated a Notice of Intent to Act as Lead Agency to a known list of Interested and Involved Agencies; and

WHEREAS, on or about August 14, 2023, the Applicant did submit a revised petition which provided additional clarity to the proposed zoning text change; and

WHEREAS, on September 6, 2023, the Applicant did submit an updated conceptual plan and petition revising the Proposed Action so as to include an additional five (5) units that are to be marketed as for-sale units at no more than 120 percent of Westchester County average median income; and

WHEREAS, the Town Board in review of the Proposed Action notes that per §92-6.A(5) of the Somers Town Code, the Proposed Action is classified as a Type 1 Action under SEQRA; and

WHEREAS, to date, the Town has received comments from the following regarding the Intent to Act as Lead Agency: NYC DEP, Town of Somers Planning Board and Town of Somers Bureau of Fire Prevention, none of whom objected to the Town Board assuming Lead Agency status to coordinate the environmental review process; and

NOW, THEREFOR BE IT RESOLVED, that after the required time has passed and having heard no objections, the Town of Somers Town Board does hereby declare themselves as Lead Agency for the Proposed Action.

Moved:

Seconded:

Vote:

Sent to:
TB, TA, TC
9/28/23
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIORS DEPARTMENT DIRECTOR, BARBARA TABERER
SUBJECT: WIN AENDMENT
DATE: SEPTEMBER 27, 2023
CC: DIRECTOR FINANCE, TOWN CLERK

The Director of the Senior Programs Department would like the Supervisor to execute the Amendment to the 2022/2023 contract . The WIN/ NSIP Funding will increase \$11,661

Department of Senior Programs and Services

Mia Carpenter
Commissioner

August 9, 2023

Barbara Taberer
Director, Somers Nutrition Program
Town of Somers
P.O. Box 236
Wayne Van Tassel Memorial Park
Lincolndale, NY 10540

**RE: Wellness in Nutrition Program (WIN) & Nutrition Services Incentive Program (NSIP):
First Amendment to Agreement, PY 2022-2023**

Dear Ms. Taberer:

Attached to the e-mail that was sent with this letter is a blank copy of the First Amendment to the original 2022 -2023 WIN & NSIP Agreement for the provision of Nutrition Services. Also included as part of the amendment are Revised Schedule "B" and Revised Schedule "C", which replace Schedules "B" and "C" in the original Agreement for the program period commencing on October 1, 2021 through March 31, 2023, noting that the WIN services were performed during the period from April 1, 2022 through March 31, 2023, while the NSIP Services were performed during the period from October 1, 2021 through September 30, 2022. This amendment increases the WIN funding by \$11,661 from \$74,915 to \$86,576; thereby increasing the aggregate not-to-exceed amount of the Agreement by \$11,661, from \$88,241 to \$99,902.

You are notified that the Department is waiting on authorization from the Westchester County Board of Legislators to amend the Agreement to increase the funding. This means that Commissioner Carpenter has to wait for such authorization before she can sign the amendment.

Print a copy of the amendment and fill it out making sure that where signatures are required on all documents that they are original; COPIED signatures are unacceptable. You **MUST** use the original documents that we have provided. **NO ALTERATIONS** should be made to the **ENTIRE** amendment without the prior consent of the Department. **With the exception of the attached Excel pages and besides by typewriter, do NOT fill out the amendment electronically as we want to maintain the integrity of the document.** Noncompliance with these requests will result in the amendment returned to your agency. Please keep the electronic copy or a hard copy of the amendment on hand in the event that you need to reprint a page. We also suggest that you keep a completed copy of the amendment for your records

You MUST use the original amendment documents that we have provided. NO ALTERATIONS may be made to the amendment without the prior consent of the Dept. We also recommend

that you keep an electronic copy of the contract on hand in the event that you need to reprint a page. With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically** as we want to maintain the integrity of the document. **Noncompliance with these requests will result in the contract returned to your agency.**

Please **print a copy of the amendment** and fill it out making sure that where signatures are required on all documents that they are original. Return the ENTIRE originally signed amendment to me at the address in the footer on the first page. COPIED signatures are unacceptable.

Please refer to the "Standard Insurance Provisions" in Schedule "A" for detailed information regarding ALL required insurances to cover the entire term of the Agreement. The Westchester County Office of Risk Management has provided instruction in Schedule "A" for Contractors/Municipalities and their Insurance Broker regarding a choice of one (1) of two (2) options for filling out the Certificate of Liability Coverage on the ACORD form. ALL required insurances should be submitted with the amendment, 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 Patricia Szeliga at 914-813-6432 or via e-mail at pls3@westchestercountyny.gov. You may also contact me at 914-813-6058 or via e-mail at ssj3@westchestercountyny.gov for questions pertaining to the processing of the contract.



Sharon Johnson
Program Administrator

Attachments

Sent to:
TB, TA, TC
9/29/23
KD

Highway Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

TELEPHONE
(914) 232-4848
FAX
(914) 232-0150

NICHOLAS DEVITO
Superintendent of Highways

PAUL WESTHOFF
Deputy Supt. of Highways



MEMO TO: Town Board

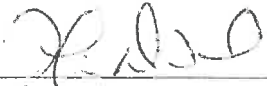
FROM: Nicholas DeVito
Supt. of Highways

DATE: September 28, 2023

RE: Stop Sign Request – Adson Way @ Robert Martin Blvd

Be advised that I am requesting a Stop Sign to be placed at the Northern most Intersection of Adson Way at Robert Martin Blvd. Please refer to all Emergency Dept. If you have any questions feel free to contact me.

Thank you,



Nicholas DeVito
Superintendent of Highways

Cc: Town Clerk

Sent to:
TB, TA, TC
9/22/23
KD

Nicholas Hinkley

September 18th 2023

Nick DeVito
Town of Somers
Highway Superintendent

Dear Nick:

This letter serves as a formal notice of resignation from my position from Somers Highway Department . This letter shall serve as two weeks notice with my last day of work being End of Business Friday, September 29th, 2023.

Working here at Somers was a good learning experience. It is with difficulty that I came to this decision. This was a goal of mine and things that stuck out to me were closer to home and more money. Unfortunately, the money is not there in my eyes, and the health insurance is substantially more money than I used to pay. If you wish for me to leave sooner just please let me know as soon as you can so i can make the proper arrangements. Thank you for the opportunity.

I shall make sure to treat my last days with the same integrity as I have treated all my days prior. Please let me know if there's anything I need to explain further and thank you for the opportunity

Sincerely yours,



Nick Hinkley

Kim DeLucia

Sent to: TB,TA,TC 10/3/23 KD

From: Denise Schirmer
Sent: Thursday, September 21, 2023 9:58 AM
To: Kim DeLucia
Cc: Robert Scorrano; Jennifer Daddio
Subject: New Library Board of Trustees
Attachments: Somers Library Board Resume.docx; LBT - Bill Keane Resume.docx
Importance: High

Hi Kim,

I just wanted to let you know that Joanne DiMase, resume attached, was unanimously appointed by the Library Board of Trustees at their meeting last night to fill the remainder of Paul Manuele's term as a result of his resignation.

In addition, Bill Keane, resume attached, was unanimously appointed by the Library Board of Trustees at their meeting last night to fill the remainder of Michelle Nicora's term as a result of her resignation.

Thank you.

Denise

Sent to:
TB, TA, TC
9/22/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

Date: September 19, 2023
To: Director of Finance T10(914)
From: Steven Woelfle SW
Engineering Department
RE: Erosion Control Bond
ARSEC Corp. Site Plan
Resolution 2023-9
TM: 17.11-2-18 & 19

Attached is a check in the amount of \$200.00 posted by ARSEC Corp., 378 Route 202, Suite 1, Somers, NY 10589 in payment of an Erosion Control Bond for ARSEC Corp. Site Plan.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
9/28/23
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

DATE: September 22, 2023

TO: Town Board
Director of Finance

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

RE: Somers Crossing
Refund of SEQRA/Professional Service Fee
TM: 17.15-1-15.1

The above-mentioned project has been completed. Please refund the remaining SEQRA/Professional Service Fee in the amount of \$3,483.54, as follows:

Boniello Land & Realty Ltd.
165 Waccabuc Road
Goldens Bridge, NY 10526

SW/wg
cc: Town Clerk
Gus Boniello

Sent to:
TB, TA, TC
9/26/23
KD

OFFICE OF THE SUPERVISOR

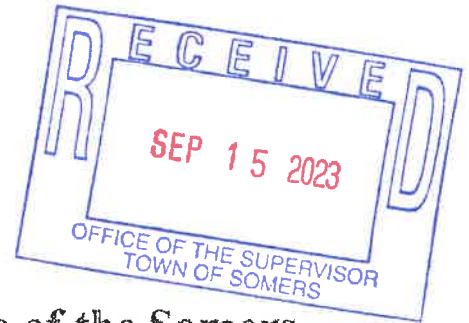
Town of Somers

WESTCHESTER COUNTY, N.Y.

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

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



Application to Reserve Temporary Use of the Somers
Town House Green for a Permitted Holiday Display

Name of Organization : Knights of Columbus Msgr Raymond M Collins Council
By Anthony J Messina

Address: P.O. Box 44
SOMERS, N.Y. 10536

Telephone Number: 914 232 5824 E-mail: ajmessina27@Verizon.net

Alternate Name: _____

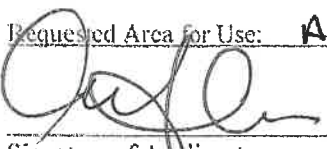
Address: _____

Telephone Number: _____ E-mail: _____

General Description of Display: Christmas Nativity Creche
(see attached photo)

Duration of Display (beginning and ending): Dec 1, 2023 - Jan 12, 2024

Requested Area for Use: AREA in front of Pine Tree in front of Town House


Signature of Applicant

Town Board Action

Anthony J Messina
Print Name

Sept 15, 2023
Date

Date

