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OFFICE OF THE SUPERVISOR  
**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



**SOMERS TOWN BOARD  
REGULAR MEETING  
THURSDAY, MAY 14, 2015 6:00pm**

[www.somersny.com](http://www.somersny.com)

6:00pm – Executive Session – Contract Negotiations.

7:00pm – Regular Meeting

I. PLEDGE OF ALLEGIANCE:

II. ROLL CALL:

III. PUBLIC HEARINGS: 1. Consider adding to the Code of the Town of Somers Chapter 135 entitled Property Maintenance.

***PUBLIC COMMENT***

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES: February 5, 2015 Work Session; February 12, 2015 Regular Meeting; March 5, 2015 Public Hearing re: DEIS Somers Crossing Project and proposed Local Law to amend Chapter 170 entitled Zoning, Section 170-13C Multifamily Residence MFR District; March 5, 2015 Work Session; March 12, 2015 Regular Meeting and April 2, 2015 Work Session;

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

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**VI. BUSINESS OF THE BOARD:**

**A. PARKS & RECREATION:** - No additional business.

**B. TOWN BOARD:**

1. Annual Stormwater and MS4 Report
2. Adopt Refunding Bond Resolution – Angle Fly Preserve.
3. Deans Bridge Associates LLC - Schedule Public Hearing for Conservation Easement, June 11, 2015.

**C. FINANCIAL:** - No additional business.

**D. HIGHWAY:** - No additional business.

**E. PERSONNEL:**

1. Current Vacancies:

Somers Energy Environment Committee  
Affordable Housing Board (5 – 2 year terms ending 7/11/2015)  
Assessment Board of Review (1 – unexpired 5 year term ending  
9/30/2017)  
Library Board of Trustees (1 – 5 year terms ending 12/31/2014)  
Planning Board (1 – 7 year term ending 12/31/2021)

2. Appoint Ms. Kate O’Keefe to the Assessment Board of Review to the unexpired term ending September 30, 2017.

3. Announce the hiring of Mr. Andrew Farber as Somers Library Director II, effective June 1, 2015 at an annual salary of \$85,000.00

**F. PLANNING & ENGINEERING:**

**G. POLICE:** - No additional business.

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***H. CONSENSUS AGENDA:***

1. Authorize the following per memos from Steven Ralston, Superintendent of Parks & Recreation:
  - a. Award bid for Summer Camp trip transportation to Baumann & Sons Buses Inc. \$8,195.00
  - b. Hiring of Tyler Silva – Summer Maintenance Worker at an hourly rate of \$11.00
2. Hidden Meadows – authorize request to Westchester County for Housing Infrastructure Funding (HIF) for water line extension.
3. Decline donation of property located at 0 Juniper Drive.
4. Authorize Supervisor and Director of Finance to execute three certifications in relation to the Westchester County Joint Government Efficiency Plan.
5. Acknowledge resignation of Michael Pacella from the Assessment Board of Review effective April 27, 2015.
6. Authorize hiring of the following:
  - a. Ms. Joye Mintzes, Part time Sr. Account Clerk at an hourly rate of \$24.43 in the Finance Office effective April 27, 2015.
  - b. Jose Yanza, Road Maintainer at an annual rate of \$49,439.00 (to be paid 90% for the first 6 months according to the Teamsters CBA) effective, April 27, 2015 per April 27, 2015 memo from Tom Chiaverini, Superintendent of Highways.
  - c. Michael J. Cleary as part time summer employee at an hourly rate of \$14.00 effective on or about June 1, 2015 for the ASWD.
7. Authorize additional hours to Syrette Dym from 29 hour per week to 35 hours per week at an annual salary of \$97,125 for a one year period beginning May 11, 2015 and ending on May 10, 2016 and authorize Supervisor to execute contract for same.
8. Authorize the following refund/returns:
  - a. \$965.00 Maurice and Jill Franzese Wetland Permit – SEQRA Professional Fee – 17.12-2-36
  - b. \$500.00 Wooded Acres Dev. Corp (Boniello Land and Realty LTD) – Stormwater Management and Erosion and Sediment Control Permit – 48.17-1-35

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- c. \$970.00 Plumbrook Manor Subd. (Suozzi) - SEQRA Professional Fee – 16.11-1-15
  - d. \$500.00 Carminucci Wealth Mgt. Site Plan - SEQRA Professional Fee – 17.11-2-3
  - e. \$6,498.45 MetroPCS New York LLC at Lincoln Hall - SEQRA Professional Fee – 16.15-1-1
  - f. \$200.00 Acocella Erosion and Sediment Control Permit – 27.20-1-23
  - g. \$1,000.00 Somers Chase and Toll Bros. Bond for incomplete Items for the Issuance of a Certificate of Occupancy – 28.05-1-29
  - h. \$200.00 DiLuna Stormwater Management and Erosion and Sediment Control Permit – 28.17-1-1
  - i. \$885.00 Olde Farm Estates Subd. (Devito and Son Inc.) Erosion Control Bond
9. Authorize transfer from SEQRA Professional Fee to the General fund for the following:
- a. \$1,196.00 Chase Manhattan Bank Site Plan (The Phillips Group) – 17.11-1-21
10. Authorize return of \$4,400 Snow Maintenance bond to Bonie Wood Realty Co (Highview Subd. Sect III) per April 20, 2015 memo from Steve Woelfle, Princip. Engineering Tech.
11. Authorize going to bid for the sale of old nonfunctioning computer equipment at the Somers Library.
12. Authorize the Supervisor to execute the following:
- a. 2015 agreement with Garden State Fireworks Inc. in the amount of \$10,000.
  - b. 2015/2016 Municipal Snow & Ice Agreement with NYDOT.
  - c. WIN & NSIP Third Amendment: Nutrition Services for PY 2015-2016.
  - d. Adopt-A-Road Agreement with Mr. Richard Detz for Forest Lane and Eastview Place to Lakeview Drive in Shenorock.
13. Authorize additional funding not to exceed \$2,100.00 for the Somers Crossing SEQRA Review for Tim Miller Associates.
14. Authorize Supervisor to execute Annual Maintenance Agreement in the amount of \$595.00 from Gentech LTD for the Town House Generator.

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15. Authorize refund of \$1,000.00 SEQRA Professional Service Fee to Boniello Land and Realty LTD for The Farm (Country Hollow Lot Line Change).
16. Acknowledge resignation of Marguerite S. Davis, Intermediate Clerk in the Planning and Engineering Office effective May 29, 2015.

**2015 CALENDAR**

May 7, 2015	7:00pm	Town Board Work Session
May 14, 2015	7:00pm	Public Hearing: Consider adding to the Code of the Town of Somers Chapter 135 entitled Property Maintenance Town Board Regular Meeting
June 4, 2015	7:00pm	Town Board Work Session
June 11, 2015	7:00pm	Town Board Regular Meeting

5/12/2015 11:12 AM

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TOWN OF SOMERS

Local Law No. \_\_\_\_ for the Year <sup>2015</sup>2014

A Local Law to Amend the Code of the Town of Somers by adding Chapter 135 entitled Property Maintenance.

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

Chapter 72 entitled BRUSH, GRASS AND WEEDS is hereby rescinded.

**Chapter 135. PROPERTY MAINTENANCE**

**§135-1. Legislative intent.**

The Town Board of the Town of Somers hereby determines that it is necessary for the health, safety, appearance and general welfare of the residents of the Town of Somers to provide a method whereby improved properties and public lands within the Town are clean, properly maintained and free from vermin, nuisances, hazards, debris and litter. The Town Board acknowledges the existence of the Property Maintenance Code of New York State (2010) as amended and that its administration and enforcement is the responsibility of the Building Inspector. The provisions of said Code are incorporated herein and made a part hereof.

**§135-2. Enforcement and compliance; notice of violation.**

A. Any owner, tenant, or occupant of any property responsible for the creation of an offense in violation of this chapter located within the Town of Somers shall remove such offense when ordered to do so by the Building Inspector within thirty (30) days of the service of written notice of violation as provided in Subsection C below.

B. Any person responsible for the creation of an offense in violation of this chapter affecting a public street or other public property within the Town of Somers shall remove such offense when ordered to do so by the Building Inspector or his representative within thirty (30) days of the service of written notice of violation as provided in Subsection C below.

C. All written notices of violation under this section shall be served on the owner, tenant, or occupant, responsible for the creation of such offense on any property located within the Town of Somers by posting a copy of such violation notice upon the front portion of the property or upon the main structure and by mailing a copy of such notice by certified mail/return receipt requested, to the owner of the property as shown on the latest assessment rolls of the Town. In the case of any person responsible for the creation of an offense existing upon a public street or public property, notice may be personally served on such person or mailed by ordinary mail to such person at such person's last known address.

D. The Building Inspector shall be responsible to direct the proper securing of dumpsters, containers or enclosures upon all properties, and such officer shall provide written notice of violation to the owner, tenant, occupant or other party as provided in Subsection C, which shall require the removal within thirty (30) days of any vermin, nuisance, hazard, debris or litter thirty (30) days of any vermin, nuisance, hazard, debris or litter not properly secured within a dumpster, container or enclosure.

E. In the event that a Notice of Violation issued to an owner, tenant, or occupant on any property located within the Town of Somers is not remedied to the satisfaction of the Building Inspector within the time provided for in the Notice of Violation, a Summons shall issue returnable in Justice Court of the Town of Somers.

**§135-3. Penalties for offenses.**

A. Any person found guilty of a violation of any provision of this chapter shall be punished by a fine of not less than \$250. to a maximum of \$500. Any person found guilty of a second offense of any provision of this chapter within 18 months of the date of the first conviction shall be punished by a fine of not less than \$500 and not more than \$1,000. Any person found guilty of a third offense of any provision of this chapter within 18 months of the date of the second conviction shall be punished by a fine of not less than \$2,500. and not more than \$5,000. Any person found guilty of a fourth or subsequent offense of any provision of this chapter within 18 months of the date of the third conviction shall be punished by a fine of not less than \$5,000. and not more than \$7,500.

B. The continuation of an offense against the provisions of this chapter shall constitute, for each week the offense is continued after issuance of the Notice of Violation, a separate and distinct offense hereunder.

**§135-4. Removal by Town; charges.**

A. Upon the failure of an owner, tenant or occupant, responsible for the creation of such offense to comply with a notice to correct a condition as cited within the days allotted, the Town Board may hold a public hearing. The public hearing shall be held upon notice posted conspicuously on the affected property and forwarded to the last known address of the property owner, as it appears on the current tax records of the Town, by certified mail, return receipt requested. Posting and service of such notice shall not be less than 10 days prior to the date of such hearing.

B. The Town Board, after a public hearing as provided in Subsection A, may cause any vermin, nuisance, hazard, debris or litter as defined in this chapter to be removed from any property within the Town of Somers upon the failure of such owner, tenant or occupant to comply with any order of the Town Board. Said removal shall be performed by a private contractor hired by the Town. The Town Board shall ascertain the cost of the proceeding and the costs of removal, and such costs shall be charged and assessed against the owner of the property. The expense so assessed shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges.

C. The removal of any vermin, nuisance, hazard, debris or litter by the Town of Somers or its agents shall not operate to excuse such owner, tenant or occupant from properly maintaining any premises as required by this chapter, and such owner, tenant or occupant shall, notwithstanding such action, be subject to any other penalties for herein.

**§135-5. Vacant or abandoned properties.**

A. Upon failure to respond and comply with the requirements of the notices described in §135-2C within 30 days from posting and mailing, the Building Inspector will perform an inspection of the premises and submit a detailed report to the Town Board describing the level of vermin, nuisance, hazard, debris or litter as defined in herein. The Official will further investigate and detail the circumstances of the abandonment of the premises, as well as perform due diligence regarding the current status of the property. The report will also contain the scope of the work required to remove any vermin, nuisance, hazard, debris or litter affecting the health, safety and welfare of the neighboring properties, residents and the public at large.

B. Upon receipt and review of the report, the Town Board may, by resolution, authorize the necessary work to be done and pay the cost thereof out of general Town funds appropriated by the Town Board for such purpose.

C. The Town shall seek reimbursement for the cost of the work performed or the services rendered through any means permitted by law and/or by assessment against the owner of the property. The expense so assessed shall constitute lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner as other Town charges in the manner provided for the assessment of the cost of public improvements pursuant to Article 4, §64, 5-a of the Town Law of the State of New York (general powers of town boards, removal of fire and health hazards and weeds), as amended.

**§135-6. Severability and partial invalidity.**

If any section of this chapter shall be held unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this chapter.

**§135-7. Effective date.** This Local Law shall be effective immediately upon filing of same with the Secretary of State of the State of New York.

FEBRUARY 5, 2015 – WORK SESSION

Minutes of a work session of the Town Board of the Town of Somers held on Thursday evening February 5, 2015 at 6:30 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:       Supervisor       Rick Morrissey  
                  Councilman       Richard G. Clinchy  
                  Councilman       Anthony J. Cirioco

ABSENT:        Councilman       Thomas A. Garrity, Jr.  
                  Councilman       William G. Faulkner

Also present were Kathleen R. Pacella, Town Clerk, Patricia Kalba, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to personnel and contracts.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirioco, the meeting was adjourned to an executive session with regard to personnel and contracts at 6:30 PM to return that evening.

7:10 PM – meeting reconvened

Councilman Garrity present at 7:10 PM.

This being a work session the following action was taken:

The Supervisor said that he would like to adopt a Resolution that evening for the Board to join the Westchester County/ New York State Property Tax Freeze Plan. The Board then discussed the benefits of joining the Plan.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirioco, it was unanimously,

RESOLVED, that the Town Board does hereby notify Westchester County of the Town of Somers intent to participate in the Westchester County/NYS Property Tax Freeze Plan.

This being a work session no further actions were taken.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, the meeting was adjourned at 8:40 PM.

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Town Clerk

FEBRUARY 12, 2015 – REGULAR MEETING

Minutes of a regular meeting of the Town Board, Town of Somers held on Thursday evening February 12, 2015 at 6:30 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT: Supervisor Rick Morrissey  
Councilman Thomas A. Garrity, Jr.  
Councilman Anthony J. Cirieco  
Councilman William G. Faulkner

ABSENT: Councilman Richard G. Clinchy

Also present were Kathleen R. Pacella, Town Clerk, Patricia Kalba, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to personnel.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, the meeting was adjourned to an executive session at 6:30 PM with regard to personnel to return that evening.

7:05 PM meeting reconvened

PUBLIC COMMENT:

There being no one to be heard by motion of Supervisor Morrissey, seconded by Councilman Cirieco, public comment session was declared closed.

Approval  
of minutes

The first item on the agenda was the approval of the minutes.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby adopt the minutes of the January 8, 2015 Organizational Meeting, the January 8, 2015 Work Session and the January 15, 2015 Regular Meeting.

Monthly  
reports

The Town Clerk presented monthly reports from the Town Clerk, Building Inspector, Parks and Recreation, Tax Receiver, Planning and Engineering, Zoning, Plumbing and Bureau of Fire Prevention.

United Way  
of  
Westchester  
and Putnam

The Supervisor said that the next item on the agenda was a discussion with Mr. Peter West of the United Way of Westchester and Putnam. He said that Mr. West was present to explain the services available through the United Way. Mr. West said that he mostly wanted to discuss 211. He explained that 211 was a wonderful service that the United Way provided. He said that they fielded roughly 40,000 calls a year from Long Island to the Adirondacks. Mr. West said that people call with questions regarding Health and Human Services, Emergency Needs and Recycling questions. He said that the 211 Call Center was based in White Plains in the Office of the United Way. He said that there was also a website people could use 24/7 and that gave roughly the same information and referrals. Mr. West said that the Call Center was open from 9:00 AM to 7:00 PM, 7 days a week. He continued that they had thousands of Governmental and Non-Profit Agencies that assist them. He explained that this time of year they get a lot of calls with regard to home heating oil assistance and tax preparation help. Mr. West said that they also assist with a lot of employment help situations. He asked if he could leave information with regard to the 211 Service at the Town House for the residents. The Supervisor said that he could leave the

information of the Information table in the Meeting Room and that they would place the information on the Town website.

DEIS for  
Somers  
Crossing

The next item was with regard to accepting the Draft Environmental Impact Statement (DEIS) for Somers Crossing as complete and authorize the circulation to interested agencies pursuant to the requirements of the New York State Environmental Quality Review Act (SEQRA) and schedule a public hearing for March 5, 2015. The Supervisor said that he had stated before and he wanted to go on the record by stating, when the Memory Care Center was removed from the Plan and 20 more Townhouse units were added he felt that was too dense for that Site. He said that it was his understanding that the Developer was going to consider a lesser number of units than 80.

Mr. Richard O'Rourke, Keane and Beane, PC, stated that the Supervisor's comment was exactly what would be addressed through the process. He said that as the Board was aware the DEIS was the applicant's document and the process called for that document to be reviewed and commented upon. He said that environmental impacts were going to be identified and through the process mitigated. Mr. O'Rourke explained that mitigation could take many forms. He said that as it stood at that point they had the applicant's proposal and at the end of the process hopefully it will be a project that the Town would be happy to have in Town. He said that they were at the point of time to have the SEQRA process commence in earnest. Mr. O'Rourke said that there was an awful lot of dialog and comments back and forth and they believed that the document for the purposes of circulation was adequate as the Scoping content. He said as the Town Board was aware the Scope was intense. He stated that they were requesting that the document be accepted for the purposes of commencing circulation.

The Supervisor said at this time the Board would like to hear the opinions of the Town's Consultants as to their impression of completeness.

Mr. Fred Wells, Tim Miller Associates, stated that the sections that his Firm reviewed were found to be satisfactory in terms of completeness. He said that Woodard and Curran were reviewing other sections that had been progressing through that week. He said at this point the document looked as if it was ready for circulation as he indicated in his letter that afternoon. Mr. Wells said that all of the Consultants concerns were in their initial memos with regard to the completeness of items not addressed too well in the DEIS. He said that they were willing to pass those items forward for the public comment period and work them out then. He said that Woodard and Curran had utility concerns that needed a detailed look at and that was a stumbling block through that day.

The Supervisor said at the end of the Consultants presentation he would ask Mr. O'Rourke to come back and confirm agreement that further work was needed on specific items.

Mr. Joseph Barbagallo, Woodard and Curran, said that they met at the work session and he had indicated that there was some work that still needed to be done. He said that he had been working diligently with Mr. Tim Allan, Engineering Consultant for the Applicant, since early Monday morning. He continued that significant progress had been made. Mr. Barbagallo said that they had all the information in the document that was needed to address the Scope as Mr. Wells had mentioned. He said that there were items that during the preparation of the FEIS there was going to be more analysis needed. He said that as of right now they were comfortable having the public hearing because the information was in the document. Mr. Barbagallo stated that part of the process was to move into a deeper analysis, that was call a subsequent review and the second stage of the EIS Review, which was what they were moving towards. He said that he had specific items that he could go over with the applicant and he was comfortable moving forward as long as the applicant acknowledged that more analysis was going to have to be done as part of the FEIS process.

Councilman Ciriaco asked if Mr. Barbagallo thought that they were going to uncover something. Mr. Barbagallo said that they did not think they were going to uncover

anything. He said that they were comfortable based on their review that there was enough information to do the analysis. He explained that what was not there was a better weaving of the information for a lay person to read and cross references to make and document more cohesive. Mr. Barbagallo said that there had been sufficient work done and he would not okay with going to public comment unless he was satisfied that they had the information. Councilman Cirieco asked if something was found how that was remediated. Mr. Barbagallo explained that it was dealt with as part of the FEIS.

Councilman Garrity asked Mr. Barbagallo if he was suggesting that the Board accept the DEIS, hold the public hearing, keep the hearing open and the items that were being questioned would be handled as part of the FEIS. Mr. Barbagallo explained that they would be addressing the concern concurrently. He said that they would be making comments and working with the applicant concurrently while receiving the public comments. Councilman Garrity said that when they spoke at the last meeting they thought that this would all be handled in a week. He asked what the time line was at that point. Mr. Barbagallo explained that there were 2 steps in the SEQRA process after the Scope was developed, established and adopted by the Town Board as Lead Agency. He continued that the first step was DEIS completeness, meaning does the DEIS contain the information to address the Scope. He said that the second step was a subtenant review, in the DEIS they were not checking calculations they were making sure everything was in the document in accordance with the regulations. Mr. Barbagallo said that may dig into details and find that items may need to be modeled differently, that was substantive rather than completeness. Councilman Garrity said that it would be answered, discussed and completed into the FEIS. Mr. Barbagallo said that was correct and it would be rolled into the project with any additional mitigation that may be required prior to the Town Board taking final action in the Finding Statement.

The Town Attorney explained that there were two levels of review and what the Town's Consultants were stating was that the DEIS was complete to get to the purpose of the public hearing. He said that when they open the hearing on the DEIS the Town's Consultants were going to have critical memos that were going to need to be responded to by the applicant. He said that was because some of the analysis was not sufficient. Mr. Barbagallo said that it was just like a comment from the public the applicant would have to respond and address the concerns.

The Supervisor said that he would like to hear from Mr. O'Rourke on the comments of the Town's Consultants. He said that the Board had to have a level of confidence in the level of completeness and they heard that. He said they also heard that there were other things that needed to be vetted out between then and the public hearing. Mr. O'Rourke said that he thought that they were in agreement for purposes of the DEIS the information was put together and it was complete when compared to the Scope that was adopted by the Town. He explained that once the comments were received by the public, Consultants and interested agencies the burden was on the applicant to answer all of the questions and those answers were incorporated into the FEIS. He said that the Town Board had to accept the FEIS as being prepared and being responsive to all of the questions that were raised. Mr. O'Rourke said that after the FEIS had been tabulated and reviewed the Board would make the determination as to accept the FEIS. He continued after that the Town Board would have to adopt a Finding Statement that was their finding as a Board that SEQRA had been fully met.

The Supervisor said that he thought that they had reached a milestone that evening. He said that they were hearing from their Consultants that it was their recommendation the DEIS was complete to the extent it needed to be. He asked the Board if there was any other discussion or concerns. There were none. Mr. Wells stated that he had drafted language for the Resolution and the Town Attorney stated that the language was acceptable. The Supervisor said that they also needed to schedule the public hearing on the DEIS for March 5, 2015.

FEBRUARY 12, 2015 – REGULAR MEETING

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby accept the Draft Environmental Impact Statement (DEIS) regarding the Somers Crossing, as last revised February 12, 2015, as complete for the purpose of public review. The Applicant shall file and circulate the accepted DEIS and the Notice of Completion of the DEIS as set forth in NYCRR Section 617.12(b) and,

DOES FURTHER RESOLVE, that the Town Board will hold a public hearing on the DEIS and on the proposed Local Law to amend Chapter 170 entitled Zoning, Section 170-13 Multifamily Residence MFR Districts of the Town Code, on Thursday, March 5, 2015, at 7:00 P.M. The public comment period will extend for at least ten days after the close of the hearing.

Town  
Pool  
discussion

The Supervisor said that the next item was a discussion with regard to a Town Pool. He said that the Board had been petitioned by a group of residents who would like to establish a Town Pool. He said that he asked the Superintendent of Parks and Recreation and the Chairman of the Parks and Recreation Board to attend that evening's meeting to discuss the process. The Supervisor said that this was a process that the Town had been through in the past. He said that at this point he asked them to comment on the history and what procedures the Town had been through in the past.

Mr. Jim Papa, Chairman of the Parks and Recreation Board, said that the Town had discussed the possibility of a pool in the past. He said that the last time was in 2006-2007 and that never went to a Referendum Vote. He said that the project spiraled in cost and the Town Board decided to vacate the whole process. Mr. Papa said prior to that attempt in 1997 to 2000 there was about 1000 residents that approached the Board requesting a Town Pool. He said that they went through the process that took about 3 years and cost the Town a good amount in Rec Fees to get to the point of Referendum and it was defeated substantially. He said that there was at least 3 other attempts prior to those, they had been down this road before and every time it was either defeated at Referendum or the Town Board decided not to go ahead with the idea.

The Supervisor said that he wanted the residents to hear the history and he understood that there were new residents in the Town and an obvious desire. He said that he wanted the Town Board to hear from those who wanted the Town Pool and from those who opposed a Town Pool. He said that he did not want to invest Tax Payers money in design and studies as was done in the past. The Supervisor said that he had done some research and the Town had spent close to \$300,000.00 on past pool studies. He said that what he hoped to come out of this meeting was direction for those who wanted a pool and what they wanted. He said that it was the Town's job to come up with a location and he would charge the Chairman of Parks and Recreation and the Superintendent of Parks and Recreation with that task. The Supervisor said that he wanted to be upfront with the residents, he did not want to commission another study that was going to cost the Tax Payers money.

Mr. Papa said that the Parks and Recreation Board according to their Master Plan had several projects on their agenda all the time. He said that obviously the pool was an item, it was on their Master Plan for both an indoor complex and an outdoor complex. He continued that a Community Recreation Center with a Gym was another project and field expansion was always an issue in the Town. Mr. Papa said giving the current economic conditions the Parks and Recreation Board had prioritize those projects. He said that he felt that most residents recently expressed having a Recreational Community Center with a Gym. He said when a pool was being discussed they had to consider what would happen to the other projects that were on the agenda. Mr. Papa said that if it was decided that the pool was a priority then the Parks and Recreation Board would move that way. He said that he wanted them to realize that a Community Center and field expansion was very important in the Town.

FEBRUARY 12, 2015 – REGULAR MEETING

Ms. Linda Simpson, Somers, said that she left the Board members information with regard to the benefits of a Community Pool. She read a prepared statement with regard to the need for a public space for everyone in the Community to meet during the summer months, the loss of revenue to other Towns who have pools and the many benefits that could be realized. She asked that Board to authorize a formation Committee to create a survey to gauge public interest that evening.

Mr. Aidrian O’Conner, Purdys, President of the Lake Purdy Property Owners Association, said that he represented 85 Families that stood in opposition to a Town Pool. He stated that this was going to negatively affect all of the Lake Communities. He read a list of possible locations that were open for swimming around the Town.

The Board received several comments from residents both for and against a Town Pool.

Councilman Clinchy present at 8:05 PM

A number of the comments were requests for a comprehensive survey of the Town with regard to the residents desire to have a Town Pool.

Councilman Garrity and Councilman Clinchy both expressed interest in working with a Committee to work on a survey. The Supervisor said that he did not think that a Committee was needed at that time. He said what they needed was information about structuring a survey. He said that the Town Board would like to hear what their concept for a pool and what was envisioned. Ms. Simpson said that they wanted the Board to commission the formation of the small Committee of Parks and Recreation Board members and a few members of the public to do this together. She said that this needed to be official and recognized by the Town Board. Discussion ensued with regard to putting together a survey. Councilman Garrity volunteered assist the interested residents to develop a survey. Councilman Clinchy said that he would be part of the Committee as well.

8:55 PM – 5 minute break

9:00 PM – meeting reconvened

Request  
for the  
placement  
of an  
antenna  
on Ross  
Drive  
Water  
Tank

The next item on the agenda was with regard to the Ross Drive Water Tank located in Shenorock and a request by Verizon. The Supervisor said that the request was for Verizon to place an antenna on the Water Tower and it had been a recurring request from them. He said that every time they make a request he brings it to the attention of the Town Board. Councilman Garrity asked what the amount was they were willing to pay to place the antenna on the Water Tower. The Supervisor said that he was not sure that they received an amount for that because they had never gotten that far with the request. He said that he had always gone back to Verizon with the possibility of expanding their FIOS Service into the Town. He said even if this was considered that the Board would have a public hearing because there are many people who were opposed to the placement of the antenna. The Town Attorney said that they were usually willing to pay quite a bit of money to be on the Water Tower. It was agreed that the Supervisor would contact Verizon and request some photos examples of other locations and what the revenue stream was that they were considering.

Town  
Board  
Liaison  
Report

The Supervisor said that the next item on the agenda was the Town Board Liaison reports. He said that he was hoping to have this report for the Board members quarterly. He said that the first was Building Department and Zoning Board of Appeals and the liaisons were Councilman Garrity and Councilman Faulkner. Councilman Garrity stated that the Zoning Board of Appeals had been slow as usual, although that they were starting to pick up. He said that they still needed a member for that Board. The Supervisor said next was Budget, Audit, Finance, Tax and Assessment. He said that the Town was approaching the audit season and they were working with the Finance Director to get their information together. He said that with regard to Tax, they were closed on the last day on Tax Receipt and gave

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one day of amnesty without penalty. The Supervisor said that next item was Highway. Councilman Garrity said that he met with the Highway Department after the last storm and he was sure that everyone would agree that they were doing a great job with the roads. He said that Superintendent was continuing to purchase vehicles off the Government Surplus list. Councilman Clinchy said that he wanted to add that the Commercial Plowers should clean the snow off the roads where they were plowing. The Supervisor said that he wanted to add that if someone lived near a fire hydrant and were able to they should shovel three feet around the hydrant. He said that the next item was with regard to the Library. Councilman Garrity said that the Board of Trustees was a strong Board and they were doing a great job. He said that installation of the furniture was finished and the counter tops would be installed on Monday. Councilman Clinchy said that he wanted to mention that the dumpster that was needed for the renovation was donated by City Carting. The Supervisor said that the next item was Substance Abuse/Partners in Prevention. Councilman Cirienco said that they were doing extremely well and they had a new Chair. He said that there were a couple of things that were going on, first they were looking to put together a logo. He continued that they were working with one of the Art Teachers in the Middle School and he showed that Board what they had come up with. Councilman Cirienco said that there was also an event on February 24, 2015 with Bobby Petricelli, he was going to talk to the students during the day and in the evening with the Parents. The Supervisor said that he would place that information on the Town website. Councilman Cirienco said that they were also going the met with the Director of Finance with regard to funding and fund raising. The Supervisor said that the next item was with regard to Parks and Recreation. Councilman Garrity said that he had met with the Parks and Recreation Board and there was some public interest in a Town pool. The Supervisor said the next item was with regard to the Energy Environment Committee. Councilman Clinchy said that the Energy Environment Committee met with an Engineer which the Town Board had authorized to begin looking at a plan in order to go for funding for sidewalks. The Supervisor said that next item was Police and Fire. Councilman Faulkner said that he spoke to the Police Chief and they were happy and had no issues. He said that he also met with Mr. Fitzgerald of the Somers Fire District and they had a very nice, well attended Holiday Party last month. The Supervisor said that the next item was with regard to the Architectural Review Board. Councilman Faulkner said that they were meeting two weeks from that evening and there was a proposal for Street Signs commemorating the Soccer State Championship Title. The Supervisor said that the next item was Emergency Preparedness. He said that they were working to update the Town of Somers Emergency Management Plan. He said that there was a group that consisted of the Fire Department, Police Department, Water Department, Building Department and the Engineering Department.

Purchase of one new 12' Stainless Steel Spreader with Ground Speed Controls

The next item was to authorize the purchase of one new 12' Stainless Steel Spreader with Ground Speed Controls to be installed on Military Chassis from Zwack, Inc. The Supervisor explained that this would be purchased off Oneida County's Bid list. Councilman Faulkner asked what the fair market value was for the spreader for comparison. The Supervisor said that he would have to get that information from the Highway Superintendent.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Superintendent of Highways to purchase one (1) new 12' Stainless Steel Spreader with Ground Controls installed on Military Chassis from Zwack, Inc. in the amount of \$27,655.00 to be purchased off the Oneida County Bid #1685 per memo dated February 4, 2015 from Thomas E. Chiaverini, Superintendent of Highways.

PERSONNEL:

Current Vacancies:

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- Somers Energy Environmental Committee
- Affordable Housing Board (1 – unexpired 2 year term ending July 11, 2015)
- Affordable Housing Board (4 – 2 year terms ending July 11, 2015)
- Assessment Board of Review (1 – unexpired 5 year term ending September 30, 2015)
- Library Board of Trustees (1 – 5 year terms ending December 31, 2014)
- Zoning Board of Appeals (2 – 5 year terms ending December 31, 2014)

Upcoming Vacancies:

Parks and Recreation Board (3 – 3 year terms ending March 9, 2018)

Reappoint R.Carpaneto and A.Guyot to the ZBA

The Supervisor said that it was in order to reappoint Mr. Ronald A. Carpaneto and Mr. Arnold F. Guyot to the Zoning Board of Appeals.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirienco, it was unanimously,

RESOLVED, that the Town Board does hereby reappoint Ronald A. Carpaneto to the Somers Zoning Board to a five (5) year term ending December 31, 2020.

RESOLVED, that the Town Board does hereby reappoint Arnold F. Guyot to the Somers Zoning Board to a five (5) year term ending December 31, 2020.

Lord Wetland Application

The Supervisor said that the next item was a review and comment with regard to the Lord Wetland Application, 48.17-1-5. It was agreed that the Town Board would return no comment back to the Planning Board.

Consensus agenda

The next item on the agenda was the consensus agenda. The said that that he would like to add an item number 8 to the consensus agenda. He said that would be to authorize the application filed by Police Officer Curtis Dustin for wages and benefits under Section 207c of the General Municipal Law.

Thereupon motion of Councilman Clinchy, seconded by Councilman Faulkner, it was unanimously,

Procedures for Dog Control Officer

1. RESOLVED, that the Town Board does hereby authorize the following procedures be taken by the Dog Control Officer when a dog is kept more than three (3) days at the South Salem Animal Hospital per memo dated January 29, 2015 from Town Clerk, Kathleen R. Pacella:

1. Search the BAS program in the Town Clerk’s office by breed of dog lost so those owners can be contacted to see if they lost a dog.
2. Notification is to be given to the surrounding town and/or their Dog Control Officer.
3. Contact should be made to the local shelter.
4. Send information to the newspaper and request to be published,
5. Continuous contact with South Salem Animal Hospital for regular updates.
6. Post flyers in public locations in the Town.
7. Assist with getting the dog adopted after the ten (10) day holding period runs out.

Budget modifications

2. RESOLVED, that the Town Board does hereby authorize the following budget modification per memo dated January 25, 2015 from Rick Morrissey, Supervisor:

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RESOLVED, that the Town Board does hereby authorize a budget modification for repairs and replacement of Transmission & Distribution System Amawalk-Shenorock Water District expenses that were higher than anticipated per memo dated December 31, 2014 from Adam Smith, Superintendent of Water and Sewer.

From: 051-8320.0400 – Source of Supply, Power & Pumping  
\$35,000.00  
To: 051-8340.0400 – Transmission & Distribution Contractual  
\$35,000.00

Refund  
Erosion  
Control  
Bonds

3. RESOLVED, that the Town Board does hereby authorize the refund of the following Erosion Control Bond and SEQRA Fees per memos from Syrette Dym, AICP, Director of Planning & Steven Woelfle, Principal Engineering Technician:

- a. \$2,412.50 – SEQRA Fee to Whispering Pine Garden Center.
- b. \$6,252.27 – SEQRA Fee to Goldmark 35 Assoc. aka/Sampson Management
- c. \$4,516.00 – Erosion Control Bond – Silvio Management Corp. 17.11-1-5 & 8.
- d. \$3,000.00 – SEQRA Fee to Cedar Haven Subdivision.

Accept  
Bonds

4. RESOLVED, that the Town Board does hereby authorize the acceptance of \$500.00 – Ford (DiMarino) – Stormwater Management and Erosion and Sediment Control Permit – 5.13-1-12 per memo dated January 20, 2015 from Wendy Getting, Senior Office Assistant.

Return  
Erosion  
Control  
Bond

5. RESOLVED, that the Town Board does hereby authorize the return of \$5,483.00 Erosion Control Bond to Jan-Pat Realty, LLC per memo dated January 14, 2015 memo from Steven Woelfle, Principal Engineering Technician.

Return Bond

6. RESOLVED, that the Town Board does hereby authorize the return of \$20,000.00 Bond for Incomplete Items for Jan-Pat Realty for the issuance of a Temporary Certificate of Occupancy per memo dated January 30, 2015, from Steven Woelfle, Principal Engineering Technician.

Accept Bond

7. RESOLVED, that the Town Board does hereby authorize the acceptance of a Bond in the amount of \$10,000.00 posted by Tern Construction & Development, LLC for Incomplete Items for the issuance of a Certificate of Occupancy for the Mews at Baldwin Place Phase II Site Plan per memo dated February 5, 2015 from Steven Woelfle, Principal Engineering Technician.

Application  
filed by P.O.  
Dustin

8. RESOLVED, that the Town Board does hereby authorize the application filed by Police Officer Curtis Dustin dated September 12, 2014 for wages and benefits under Section 207C of the General Municipal Law.

The Supervisor urged everyone to take precautions over the next few days of cold weather.

Councilman Garrity said that before the meeting adjourned he thought that the Board should have a moment of silence for the passing of Ms. Peggy Volmar. He explained that Ms. Volmar was the Town Receiver of Taxes and a Town Employee for many years.

Claims for the payment of all Town Bills in the amount of \$518,184.09 were presented and allowed for payment as shown on the Abstract of Audited Claims on file in the office of the Town Clerk.

FEBRUARY 12, 2015 – REGULAR MEETING

Thereupon motion of Councilman Faulkner, seconded by Councilman Garrity, the meeting was adjourned at 9:35 PM.

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Town Clerk

DRAFT

MARCH 5, 2015 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening March 5, 2015 at 7:10 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Cirieco
	Councilman	William G. Faulkner

ABSENT:

Also present were Kathleen R. Pacella, Town Clerk, Patricia Kalba, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that this was a public hearing with regard to the Draft Environmental Impact Statement (DEIS) for the Somers Crossing Project and a proposed Local Law to amend Chapter 170 entitled Zoning, Section 170-13C Multifamily Residence MFR District of the Code of the Town of Somers.

The Town Clerk presented affidavit of public notice of the public hearing that appeared in the Somers Record on February 19, 2015 and posted on the Town Clerk's bulletin board the same day.

The Supervisor declared the hearing open and asked for comments from the public.

Mr. Richard O'Rourke, Keane and Beane, PC, Counsel to the Applicant, said that they were there to acquire the necessary approvals to permit a grocery store and an 80 Unit Multifamily Residential development. He explained that the first step in the approval process was the public hearing to permit comment in connection with the Draft Environmental Impact Statement (DEIS). He said that also the public hearing was for the Town Board to examine an amendment to the Town of Somers Zoning Code, to create a new Multifamily Residence Downtown Hamlet. Mr. O'Rourke stated that would allow for them to proceed with having a grocery store as well as Multifamily Residential. He said that the grocery store that was being proposed was to be located in the northern portion of the property with direct access from Route 202. He said that the access was proposed directly across from the existing entrance of Heritage Hills. Mr. O'Rourke said that this would create a new four way intersection on Route 202 and it will improve the traffic pattern in this vicinity. He said that the grocery store would be approximately 19,000 square feet and anticipated to be a locally oriented neighborhood market. He continued that parking for the grocery store was proposed adjacent to Route 202 on either side of the entry road and there will be a total of 107 parking spaces. Mr. O'Rourke said that loading for the grocery store would be in the rear of the building. He said that the proposed action also included the development of an 80 Unit Multifamily Residential Community with private roads. He explained that the units would be two story townhouses and would contain and mix of 50 two bedroom units and 30 three bedroom units, all with two car garages and visitor parking along the interior private roads. Mr. O'Rourke said that the townhouses were intended to be marketed towards empty nesters wishing to downsize and the project was not proposed to be age restricted. He said that it was proposed to be serviced by Heritage Hills Water Supply and the Heritage Hills Wastewater Treatment Plant and those utilities were adjacent to the site across the street. He said that he had limited time to explain the project therefore he was going to keep his comments brief. Mr. O'Rourke said that the concept was to hear the Town Board and the public's comments with respect to their review of the DEIS and the proposed amendments to the Town Code. He said that the DEIS had been available to the public for some time and they could see the amount of work that had gone into it with respect to all of the studies that were compiled and required by the State Environmental Quality Review Act (SEQRA). He said that the

MARCH 5, 2015 – PUBLIC HEARING

project benefits and why they thought the project was good for the community was all set forth in the DEIS. He said that he wanted to highlight the ones that were important to them and what they believed was important to the Town Board as well as the public.

Mr. O'Rourke said that they were creating opportunities not only for shoppers and those seeking the convenience of a grocery store close by, they were also providing an opportunity for housing for the ever growing older population. He said that the grocery stores primary entrance and exit was proposed directly across from Heritage Hills at an intersection that already had a traffic light. He said that the location was well suited and complimentary to the existing shopping that abuts the site. Mr. O'Rourke said that the studies that were set forth in the DEIS the project was much more than a tax and shopping benefit to the Community. He said that there would be employment opportunities both during the construction of the project and afterwards. He said that they wanted to apologize in advance, the format of the public hearing and the regulations of SEQRA did not allow for them to answer questions that evening. Mr. O'Rourke explained that by law every question would be answered in writing and part of the process. He said that they would be in contact and respond according to the process which required all questions be answered in the Full Environmental Impact Statement (FEIS). He said that at that point he wanted to turn the presentation over to Mr. Tim Allan, Bibbo Associates, to briefly go over the site.

Mr. Tim Allan, Bibbo Associates, Design Engineers for the project, said that he had been working on the project for some time with the Planning Board and the Town Board. He gave a brief walkthrough of the site to give the public some prospective of the project. He said that they had been working with Heritage Hills to provide Sewer and Water for the project and they were in agreement. Mr. Allan said that that they had also been working very closely with Mr. Barbagallo of Woodard and Curran on the DEIS stages. He said that he was sure that Mr. Barbagallo would have comments on the engineering but they believed that this was going to be a viable project.

The Supervisor asked about the access on the Route 202 from the Somers Town Shopping Centre if it was part of the plan to eliminate the left turn out of the shopping center. Mr. Allan said that was anticipated although there were several options.

Councilman Cirieco asked if the plan had a connection between the Urstadt Biddle Property. Mr. Allan stated that was the intention.

Councilman Clinchy said that over the recent years Somers had tried to be on the vanguard of environmental protection in a lot of way. He asked if in the plan were there any improvements to the area to make it friendlier to pedestrian and cyclist traffic. He said that if it was not in the plan was that something that was possible. He said that question was posed from the Energy Environment Committee who were not able to be present that evening. The Town Attorney reminded Councilman Clinchy of the format that all questions would be logged and the answer would be provided in writing. Mr. Allan stated that in his opinion they owed the Town Board a quick explanation. He said that they were providing access from the development to the shopping center and that question would be brought up in the FEIS. Councilman Garrity asked if they were going to give access from the Townhouses in the shopping center. Mr. Allan said that was to be determined.

Mr. Gus Boniello, Applicant, said that at that time they were dealing with the Town Board and soon they would be before the Planning Board and it was anticipated that this site plan would have many modifications. He said that sidewalks and access would be decided in the review by the Planning Board. He said with regard to energy all of the Townhouses were anticipated to be geothermal. Councilman Clinchy asked if he had experience with that technology. Mr. Boniello said that they did in some of their custom homes and there was an unbelievable savings.

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Councilman Ciriaco said that the grocery store looked to be cut off at an angle in the rear. Mr. Boniello said that it was and it was designed to fit the site and that allowed for them to get almost completely out of wetland buffer.

Councilman Clinchy asked how a 19,000 square foot grocery store compared to Stop and Shop in terms of size. Mr. Boniello said that he did not have an answer, Stop and Shop was much larger. He said that this was more of a community store. Councilman Faulkner said that he had heard of this grocery store and it compared to a Trader Joe's. He asked if they had any leads as to who may be the operator. Mr. Boniello said that they had been speaking to the DeCicco Family and Mr. John DeCicco was present that evening.

Mr. John DeCicco, Jr., DeCicco and Sons, said that his family currently operated five stores in Brewster, Armonk, Ardsley, Harrison and Pelham. He said that he was currently working on his first lead store that was going to be built in Larchmont and after that was finished he would assume that the one in Somers was going to be next. He said with regard to the question of square footage, their Brewster Store was 40,000 square feet and the store in Armonk was identical in size to what was being proposed here.

The Supervisor said that at one point in time they had a Memory Care Facility in the plan for the parcel located on Route 100. He said that they eliminated that and added a number of townhouses. He said that he had gone on record a number of times with regard to the density being proposed on that site. The Supervisor said that he was concerned that 80 units would be too dense for that site and if there were to be a reduction it should be along that Route 100 corridor. He asked what the reduction would be if they would entertain one in the number of townhouses. Councilman Garrity said that the Planning Board would also have them do multiple designs.

Councilman Clinchy asked if impervious pavement had been considered for the driveways and such. Mr. O'Rourke said that would be answered.

Ms. Linda Simpson, Plumbrook Road, Katonah, said that she liked the idea of a smaller grocery store. She said that her concerns were with the housing project and the precedent it would set for the community if they started allowing new Zoning to be created for the purpose of creating housing. She asked if this would allow for someone else to come along and put housing along Route 100. Ms. Simpson said that even though she liked the idea of a small grocery store what was going to happen when other people in the future want to put other shops and more retail in. She said that she was concerned that Route 100 would become like Yorktown. She said that her concerns were for the future and how much more development would be allowed. Ms. Simpson asked who the housing was going to be designed for, she missed that portion of the presentation. Councilman Garrity said that house was market rate and designed towards empty nesters, although not age restricted.

Ms. Simpson said that she was also concerned with the project being close to the wetland and all of the trees and shrubbery that were going to be cut down. She said that she liked the fact that there was wildlife in the area and their homes were going to be ruined with this construction. She said that there was also going to be runoff that could negatively impact the wetlands. Ms. Simpson said that they needed to consider carefully how large they allow this to become and think about the precedent they might be setting for any future projects.

Ms. Misti Duvall, Staff Attorney with Riverkeeper, explained that Riverkeeper was a member supported watchdog organization dedicated to defending the Hudson River and its tributaries and the New York City Drinking Water Supply Watershed. She continued that they were a signatory to the New York City Watershed Agreement and they had a commitment to ensuring that development projects such as this that were built in the New York City Watershed did not adversely impact the water resources that provide drinking water. Ms. Duvall stated that they were still looking at the DEIS and completing their review and will be submitting more detailed comments in writing. She said that their main

## MARCH 5, 2015 – PUBLIC HEARING

concerns were things that had already been brought up that evening with regard to stormwater runoff and encroachment into the wetland buffer area. She said that there was also a concern with regard to the amount of clearing on the site. Ms. Duvall said that they were looking very closely at the Draft Stormwater Pollution Prevention Plan and they will be submitting comments. She said that they echoed the concerns that were heard about the disturbance in the wetland buffer. She said that they generally tried to advocate for all development outside the buffer and that was standard.

Ms. Duvall said that the last thing she wanted to discuss was something she believed was in the process of being addressed. She said that she requested an extension until at least March 25<sup>th</sup>.

The Supervisor said that he wanted to take this opportunity that in the document dated February 12<sup>th</sup> with regard to the notice of completion there was a March 16<sup>th</sup> date. He said that they needed to amend that and instead of them setting a firm date they were planning on continuing the public hearing to April 9, 2015. He continued that on the evening that the public hearing is closed they will continue a written comment period for ten days after.

Councilman Ciriaco said that there was a permitting process between the Town and Heritage Hills for the connection to the Sewer. He said that they knew that the system in Heritage Hills was not functioning up to capacity. He said that as they went through that process he would like for them to explain to the Board exactly how they were going to handle that. Mr. O'Rourke said that they would be responding to that in writing although he had conversations with the DEP that afternoon and they were emphatic about their commitment. He said that the plant would be fixed and upgraded to meet all of the regulatory standards. He said that was their obligation and they were continuing to work on that.

Ms. Polly Kuhn, Heritage Hills, asked how these units compared to those in Heritage Hills, as to size, square footage and the market they were aiming towards. She asked if they were the same as Heritage Hills or more upscale or more modest.

Ms. Lynn Crispinelli, Katonah, said that she did a significant amount of real estate in Somers. She said that when showing prospective buyers homes in the area she is always asked where people grocery shop. She said that she wished there was somewhere local to tell them about. Ms. Crispinelli said that it was a big deal when people commuted to work and came home and have to drive to go to the grocery store. She said that this would be an asset for the Town to have as part of this plan.

Mr. Gary Parker, Heritage Hills, said that he was also a Realtor in Somers and he agreed with Ms. Crispinelli that shopping was needed in Somers. He said that it would also help with the value of the properties in Somers. He said that it would be nice to have the wonderful plan and a small grocery store would be an enhancement to the Town.

The Supervisor said that he had one tough question and he was not expecting an answer that evening. He said their proposal was to develop the units as condominiums as far as the tax base went. He said that the Town would be looking for fee simple structure for the properties. The Supervisor asked if that was going to happen or what the thought process was behind fee simple verses condo.

Mr. O'Rourke said that was a question that they were going to have to answer. He said that he had discussed this with the Town Attorney because there were different ways of looking at it and different ways of addressing the issue all of which they would have to be addressed in the FEIS.

Mr. O'Rourke said that earlier that day he received an email from Barbara Sherry and she was asked to pass the email along to the Applicant and their Consultants. He said that he received the email and they had no objections to extending the written comment period to

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March 25, 2015 and if there was a necessity for longer than that they would be willing to extend that as well. He said that they were respectfully requesting, in connection with oral comment, the opportunity had been extended that evening and for the Board to close the public hearing for oral comment. Mr. O'Rourke said that the Board could leave the hearing open for written comment for weeks. He said that they wanted to get through the process.

The Supervisor said that they were at the point where they would either close or continue the public hearing. He said that it was the Board's intention to adjourn the public hearing and that was based on a number of factors. He said that this was the first offering of a public hearing on a major development in the Town and the weather was not the best that evening. The Supervisor said to the Town Attorney that they did need to amend the date with regard to written comment on the SEQRA Notification. The Town Attorney said that it was his opinion the weather was the first good reason to leave the hearing open. He said that the Board had not received comment letters from Westchester County Planning, DEC, DEP, the Attorney General's Office, Riverkeeper and the Town Planning Board. He said that the Board was going to receive comments from most if not all of those Agencies and as they did they may raise more questions that the Board would have or the public would have. The Town Attorney said that to prematurely close the hearing they would lose that opportunity to make those additional comments part of the record unless they submit them in writing.

Mr. O'Rourke said that his concern was if they wished to leave it open for all comments, putting over for another month was a long period of time. He said that they knew that there was a meeting next week and asked if they could continue the public hearing to that meeting. He said that they had a stenographer present at the meeting and there was a cost involved in delaying the process.

Councilman Garrity said that this was a large project and as the Supervisor said it was not the best weather that evening. He agreed with holding the public hearing over until next month's Regular Meeting.

The Supervisor said that the public would be best served by continuing the public comment period to the April 9, 2015 Regular Meeting, with the anticipation of closing the hearing on that date with a 10 day written comment period.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the public hearing with regard to the Draft Environmental Impact Statement (DEIS) for the Somers Crossing Project and a proposed Local Law to amend Chapter 170 entitled Zoning, Section 170-13C Multifamily Residence MFR District of the Code of the Town of Somers was adjourned at 8:00 PM to the April 9, 2015 Regular meeting.

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Town Clerk

MARCH 5, 2015 – WORK SESSION

Minutes of a work session of the Town Board of the Town of Somers held on Thursday evening March 5, 2015 at 6:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:       Supervisor       Rick Morrissey  
                  Councilman       Richard G. Clinchy  
                  Councilman       Anthony J. Cirieco

ABSENT:        Councilman       Thomas A. Garrity, Jr.  
                  Councilman       William G. Faulkner

Also present were Kathleen R. Pacella, Town Clerk, Patricia Kalba, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to personnel, contracts and real estate.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirieco, the meeting was adjourned to an executive session with regard to personnel, contracts and real estate at 6:00 PM to return that evening.

7:10 PM – meeting reconvened

Councilman Garrity and Councilman Faulkner were present at 7:10 PM

The Supervisor said that it was in order for the Board to open a public hearing with regard to the Draft Environmental Impact Statement (DEIS) for the Somers Crossing Project and a proposed Local Law to amend Chapter 170 entitled Zoning, Section 170-13C Multifamily Residence MFR District of the Code of the Town of Somers.

7:10 PM – hearing opened

8:00 PM – meeting reconvened

This being a work session no further actions were taken.

The Supervisor said that it was in order for the Board to enter into a brief executive session with regard to personnel and contracts not to return to open session that evening.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned to an executive session with regard to personnel and contracts at 8:40 PM not to return to open session that evening.

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Town Clerk

MARCH 12, 2015 – REGULAR MEETING

Minutes of a regular meeting of the Town Board of the Town of Somers held on Thursday evening March 12, 2015 at 7:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Cirieco
	Councilman	William G. Faulkner

ABSENT:

Also present were Kathleen R. Pacella, Town Clerk, Patricia Kalba, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor invited Boy Scout Dominic Veltri to lead the Pledge of Allegiance that evening. Councilman Garrity said that Scout Veltri was working on his Public Relations Badge and part of the requirement for that badge was to attend a Town Board Meeting.

PUBLIC COMMENT:

Ms. Maureen Hurson, Yorktown Heights, said that the last time she was at a meeting they spoke briefly about a parcel of land called Hidden Meadows. She said that it was again on the agenda that evening. She said that there was a discussion about a Zoning change for that parcel of land. Ms. Hurson said that it was her understanding that the parcel was Zoned R-80 and then there was a vote by the Board to change to Zoning. She asked on what basis the Town Board Members made the decision that they had the authority to change an R-80 Zone to a Multifamily Residential District and adopt a Zoning provision contrary to the Master Plan. The Supervisor said that it was based on a 1973 Master Plan that was revised in 1994 and their research went back and read that prior Town Boards felt that a good use for the parcel would be for multifamily housing. He said that those were some of the factors that went into applying the Multifamily Zoning. Ms. Hurson said that was not what she found in her research. She said that in 1981 and 1982 the Town Board created two floating zones. She said that the two parcels that were designated were Lincoln Dale, which became 34 acres for the Willows and the other parcel was Baldwin Place. Ms. Hurson said that the R-80 Zone that they voted on someone said that it was ambiguous as to whether or not the parcel was included. She said that there was no ambiguity she looked through every Comprehensive Master Plan and they all reiterated the same parcels that were designated for multifamily housing for a hamlet. She said that based on someone stating that it was ambiguous the whole Master Plan was changed. Ms. Hurson said according to everything that she had read the Town Board had no authority to vote to change that Zoning. She gave her research for the Town Attorney to review.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, public comment session was declared closed.

Monthly Reports

The Town Clerk presented monthly reports from the Town Clerk, Building Inspector, Director of Finance, Parks and Recreation, Tax Receiver, Planning and Engineering, Zoning, Plumbing and Bureau of Fire Prevention.

Comprehensive Master Plan

The Supervisor said that the first item on the agenda was a discussion with regard to the Comprehensive Master Plan. He explained that they had been working on updating the Master Plan for quite some time. He said that there was a Committee from 2003 to 2008 and they collected a wealth of information about the Town, although they never got to the point where it was analyzed and put into a Comprehensive Master Plan for the Town. The Supervisor said that they were fortunate to obtain the assistance of Mr. Frank Fish of BFJ

## MARCH 12, 2015 – REGULAR MEETING

Planning and they had been asked to comb through the information with the Director of Planning to move the process of developing a Comprehensive Plan for the Town of Somers.

Mr. Fish said that he was going to give a PowerPoint presentation and afterwards Ms. Syrette Dym, Town of Somers Director of Planning and he would answer any questions. He said that this process was very closely aligned with the Town Board because under New York State Law they were the only ones who could adopt a plan. He said that the Town Board usually send the draft plan to the Planning Board for their comments and that was why the Planning Board was invited that evening. Mr. Fish said that they had been asked to assist the Town Director of Planning to complete the Comprehensive Plan. He explained that they wanted to utilize the 1994 Master Plan and the information gathered by the Master Plan Committee that was formed in 2003. He said that they were hoping to have a draft of the Comprehensive Plan by June of 2015 and give everyone the summer to look over the draft and be ready to make comments in the fall of 2015. Mr. Fish said that they should be able to accomplish those goals because there was so much work done because the 1994 Master Plan was a good plan and there was 5 years of work by a Committee. He said that evening they were presenting to the Board the schedule and the vision that the past Comprehensive Plan and the past Committee suggested for the Town. He said that in May or June come back to the Board and have another workshop on future land use map. Mr. Fish said that he wanted to have the draft of the map done before the workshop. He went through his PowerPoint presentation of what they were proposing for the update of the Comprehensive Plan.

The Supervisor thanked Ms. Dym and Mr. Fish for all of the hard work that they had put in to get them to that point. He said that he was very encouraged that they were at that point in the process. He said that the Town had been waiting for an updated Comprehensive Plan for many years and to have one by the end of 2015 would be a huge accomplishment.

Mr. Michael Hurson, Yorktown Heights, thanked Mr. Fish for the informative presentation. He asked what the necessity of adopting a new plan was. The Supervisor stated that the Town was in a much different place than they were in 1994. Mr. Hurson asked in what respect. The Supervisor said that there were environmental constraints, environmental changes; such as stormwater runoff requirements for Developers and a myriad of other Codes and Regulations. He said that the Town of Somers was a fast growing municipality and they needed to grow with the times. Mr. Hurson stated from the figures that were just presented the Town was not growing that fast. The Supervisor said that was an indication compared to some other municipalities, if you looked at the County records Somers was one of the fastest growing municipalities. He said that they did see the growth in the chart from 2010 to 2015. Councilman Garrity explained that the document was to be looking forward in a 10 to 15 year scope. He said that the 1994 plan was supposed to be looking forward to 10 to 15 years and in reality a new plan should have been done 5 to 6 years ago. Mr. Hurson said that it was his opinion that former Supervisors were very good at deferring anything that would interfere with the quality of Somers.

Ms. Eileen Rivilis, Baldwin Place, said that she commended the Town on their work on the Master Plan and she wanted to express some of her concerns. She said that they had to go out of the area for a lot of services and shopping. She said that it was her opinion that the Somers Center needed some revitalization. Ms. Rivilis said that the Town needed some sidewalks and a municipal parking lot to be more user friendly. She said that when the Town discussed the redevelopment of Interstate 684 there should be discussions with regard to a Park and Ride. She said that the Town of Somers needed more sit down type, nice restaurants and a catering hall. Ms. Rivilis said that the roadways needed a lot of work and the school zones should have a second turn lane.

The Board discussed their opinion of the presentation and pointed out where they would like to see some minor changes to the revision.

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Ms. Vicki Gannon, Heritage Hills, said that she had a question with regard to the Future Land Use Plan. She said that the process was complex and asked how they planned to make available the document in advance before there was a meeting on the subject. She said that she would like the opportunity to review the plan and the map so that she would be able to make comments.

Mr. Fish said that it was his hope that they would have it available before the workshop and that was going to be partly controlled by their ability to meet with the Town Board and the Director of Planning with the draft. He said once the Town Board was comfortable with the draft they would go on the Town website as the first four chapters were. He said that he planned to bring fairly large scale maps so that the map would be in front of them for each discussion. Mr. Fish said that hopefully it would be on the website before the workshop.

Mr. Michael Barnhardt, Chairman of the Somers Open Space Committee, stated that he was glad that the Board was finishing this document. He said that he was a member of the Master Plan Committee and had put in years of work on the project. He said that he had a number of suggestions from the Open Space Committee that he would send in an email to the Director of Planning. Mr. Barnhardt said that there should be a gathering of the Boards to review the plan before they got into the work shopping of the document.

The Supervisor said that the Board would take a 5 minute break for Mr. Fish to break down his equipment before the meeting proceeded.

8:20 PM – 5 minute break  
8:25 PM – meeting reconvened

Verizon  
Wireless  
installing  
antennas on  
the Ross  
Drive Water  
Tank

The next item on the agenda was with regard to Verizon Wireless installing antennas on the Ross Drive Water Tank. Several Residents who lived in close proximity to the Water Tank voiced their concerns and objections to having antennas placed on the structure. All of the Residents were concerned for the health, safety and welfare of the families.

The Town Attorney said that they needed to vote as to whether or not the Board would consider leasing space on the Water Tower to Verizon Wireless.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby deny the request of Verizon Wireless to place an antenna on the Ross Drive Water Tank.

VOTE:

Ayes – 5      Morrissey, Garrity, Clinchy, Ciriaco, Faulkner  
Nays – 0

Order for the  
Extension of  
the Winsor  
Farm Water  
District

The Supervisor said that the next item was to schedule public hearings for April 9, 2015 with regard to Hidden Meadows. He said that it was in order for the Town Board to adopt an Order for the Extension of the Winsor Farm Water District as follows:

At a meeting of the Town Board of the Town of Somers at the Town Hall, 335 Route 202, Somers, New York in the Town of Somers, Westchester County, New York, on the 12<sup>th</sup> day of March, 2015, at 7:30p.m.

PRESENT:

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Supervisor Rick Morrissey  
Councilman Anthony J. Cirieco  
Councilman William G. Faulkner  
Councilman Richard G. Clinchy  
Councilman Thomas A. Garrity, Jr.

-----X

In the Matter of the Extension of Windsor Farms  
Water District in the Town of Somers,  
Westchester County, New York, pursuant to Article 12  
of the Town Law.

ORDER CALLING  
PUBLIC HEARING

-----X

WHEREAS, a petition, a map and plan have been prepared by KEARNEY REALTY AND DEVELOPMENT GROUP, INC. in such manner and in such detail as has heretofore been determined by the Town Board relating to the extension of Windsor Farms Water District, and

WHEREAS, said petition, map and plan have been prepared by an engineer, duly licensed by the State of New York, showing the boundaries of the proposed extension and a general plan of the water system connection, and

WHEREAS, said petition, map and plan have been duly filed in the office of the Town Clerk of said Town and are available for public inspection during normal business hours, and

WHEREAS, said map shows the transmission mains and appurtenant facilities to be connected to the existing water mains, and

WHEREAS, the boundaries of the proposed extension to said district to be known as

"Hidden Meadows Extension" are as follows:

**SEE SCHEDULE A**

WHEREAS, the improvements proposed are as set forth in the petition, and

WHEREAS, the cost of the improvements, including professional fees, will be paid for by the applicant, and

WHEREAS, the maximum amount proposed to be expended for said improvements is Three Hundred Fifty Thousand (\$350,000.00) Dollars, and

NOW, on motion of Supervisor Morrissey, seconded by Councilman Clinchy, it is hereby

MARCH 12, 2015 – REGULAR MEETING

ORDERED, that the Town Board of the Town of Somers shall meet and hold a public hearing at the Somers Town Hall, 335 Route 202 in said Town on the 9<sup>th</sup> day of April, 2015, at 7:30 p.m. in that day to consider said petition, map and report and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

The adoption of the foregoing order was duly put to vote, and on a roll call the vote

was as follows:

Supervisor Rick Morrissey	voting Aye
Councilman Anthony J. Cirieco	voting Aye
Councilman William G. Faulkner	voting Aye
Councilman Richard G. Clinchy	voting Aye
Councilman Thomas A. Garrity, Jr.	voting Aye

and the order was thereupon declared duly adopted.

BY ORDER OF THE TOWN  
BOARD TOWN OF SOMERS  
Kathleen R. Pacella, Town Clerk

Dated: Somers, New York  
March 12, 2015

**SCHEDULE A**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Somers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Route 6 where the same is intersected by the westerly side of lands of the City of New York;

THENCE southerly along lands of the City of New York, South 30 degrees 01' 40" East 67.93 feet to a monument;

THENCE still southerly along lands of the City of New York, South 16 degrees 21' 00" East 371.99 feet to lands of Algonquin Gas Transmission Company;

THENCE southwesterly along same, South 54 degrees 40' 55" West 817.78 feet to an angle point;

THENCE westerly still along lands of Algonquin Gas Transmission Company, North 86 degrees 12' 40" West 206.98 feet;

North 85 degrees 59' 50" West 127.1 feet;  
North 85 degrees 37' 40" West 163.84 feet to a stone wall;

THENCE northerly along center of wall, North 16 degrees 55' 25" East 186.61 feet;

North 16 degrees 48' 10" East 60.85 feet;  
North 15 degrees 22' 50" East 198.36 feet;  
North 16 degrees 02' 25" East 137.63 feet;  
North 15 degrees 53' 55" East 99.62 feet;  
North 9 degrees 25' 40" East 67.09 feet;  
North 5 degrees 35' 00" East 220.70 feet to the southerly side of Route 6;

THENCE easterly along Route 6, South 71 degrees 12' 30" East 223.20 feet;

MARCH 12, 2015 – REGULAR MEETING

South 77 degrees 15' 30" East 263.40 feet;  
South 58 degrees 22' 40" East 73.56 feet;  
South 85 degrees 40' 20" East 31.53 feet  
North 72 degrees 10' 50" East 118.14 feet;  
North 70 degrees 07' 20" East 135.65 feet to the point or place of BEGINNING.

Order with regard to the Extension of Somers Sewer District #1

The Supervisor said that it was in order for the Town Board to adopt an Order with regard to the Extension of Somers Sewer District #1 as follows:

At a meeting of the Town Board of the Town of Somers at the Town Hall, 335 Route 202, Somers, New York in the Town of Somers, Westchester County, New York, on the 12<sup>th</sup> day of March, 2015, at 7:30p.m.

PRESENT:

- Supervisor Rick Morrissey
- Councilman Anthony J. Ciriaco
- Councilman William G. Faulkner
- Councilman Richard G. Clinchy
- Councilman Thomas A. Garrity, Jr.

-----X  
 In the Matter of the Extension of Somers Sewer District #1 in the Town of Somers, Westchester County, New York, pursuant to Article 12 of the Town Law.  
 -----X

ORDER CALLING PUBLIC HEARING

WHEREAS, a petition, a map and plan have been prepared by KEARNEY REALTY AND DEVELOPMENT GROUP, INC. in such manner and in such detail as has heretofore been determined by the Town Board relating to the extension of the Somers Sewer District

#1, and

WHEREAS, said petition, map and plan have been prepared by an engineer, duly licensed by the State of New York, showing the boundaries of the proposed extension and a general plan of the water system connection, and

WHEREAS, said petition, map and plan have been duly filed in the office of the Town Clerk of said Town and are available for public inspection during normal business hours, and

WHEREAS, said map shows the transmission mains and appurtenant facilities to be connected to the existing sewer mains, and

"Hidden Meadows Extension" are as follows:

MARCH 12, 2015 – REGULAR MEETING

**SEE SCHEDULE A**

WHEREAS, the improvements proposed are as set forth in the petition, and

WHEREAS, the cost of the improvements, including professional fees, will be paid for by the applicant, and

WHEREAS, the maximum amount proposed to be expended for said improvements is \$5.5M Dollars, and

NOW, on motion of Supervisor Morrissey seconded by Councilman Garrity, it is hereby

ORDERED, that the Town Board of the Town of Somers shall meet and hold a public hearing at the Somers Town Hall, 335 Route 202 in said Town on the 9<sup>th</sup> day of April, 2015, at 7:30 p.m. in that day to consider said petition, map and report and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required or authorized by law.

The adoption of the foregoing order was duly put to vote, and on a roll call the vote was as follows:

Supervisor Rick Morrissey	voting Aye
Councilman Anthony J. Ciriaco	voting Aye
Councilman William G. Faulkner	voting Aye
Councilman Richard G. Clinchy	voting Aye
Councilman Thomas A. Garrity, Jr.	voting Aye

and the order was thereupon declared duly adopted.

BY ORDER OF THE TOWN  
BOARD TOWN OF SOMERS  
Kathleen R. Pacella, Town Clerk

Dated: Somers, New York  
March 12, 2015

**SCHEDULE A**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Somers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Route 6 where the same is intersected by the westerly side of lands of the City of New York;

THENCE southerly along lands of the City of New York, South 30 degrees 01' 40" East 67.93 feet to a monument;

THENCE still southerly along lands of the City of New York, South 16 degrees 21' 00" East 371.99 feet to lands of Algonquin Gas Transmission Company;

THENCE southwesterly along same, South 54 degrees 40' 55" West 817.78 feet to an angle point;

THENCE westerly still along lands of Algonquin Gas Transmission Company, North 86 degrees 12' 40" West 206.98 feet;

MARCH 12, 2015 – REGULAR MEETING

North 85 degrees 59' SO" West 127.1 feet;  
North 85 degrees 37' 40" West 163.84 feet to a stone wall;

THENCE northerly along center of wall, North 16 degrees 55' 25" East 186.61 feet;

North 16 degrees 48' 10" East 60.85 feet;  
North 15 degrees 22' 50" East 198.36 feet;  
North 16 degrees 02' 25" East 137.63 feet;  
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North 9 degrees 25' 40" East 67.09 feet;  
North 5 degrees 35' 00" East 220.70 feet to the southerly side of Route 6;

THENCE easterly along Route 6, South 71 degrees 12' 30" East 223.20 feet;

South 77 degrees 15' 30" East 263.40 feet;  
South 58 degrees 22' 40" East 73.56 feet;  
South 85 degrees 40' 20" East 31.53 feet  
North 72 degrees 10' 50" East 118.14 feet;  
North 70 degrees 07' 20" East 135.65 feet to the point or place of BEGINNING.

Removal of  
PCBs from  
the Hudson  
River

The next item was to adopt a Resolution with regard to the removal of PCBs from the Hudson River. The Supervisor said that the Town of Somers was asked by a number of concerned River Communities to adopt a Resolution of Support. He said that the Town of Somers was not a Hudson River Municipality they were still concerned about the health of the Hudson River and the removal of PCBs. He said that in the Resolution they were standing in solidarity with the River Towns. Councilman Faulkner asked if the purpose of the Resolution was to make sure that the people that were responsible for cleaning it up were doing what they were supposed to do or was it beyond that. Councilman Garrity said that it was for them to make a better effort of getting rid of the PCBs. The Supervisor read the Resolution.

Thereupon motion of Supervisor Morrissey seconded Councilman Garrity it was unanimously,

RESOLVED, that the Town Board of the Town of Somers does hereby adopt the following resolution regarding the removal of PCBs from the Hudson River:

WHEREAS, the Hudson River is an American Heritage River, and the Hudson River Valley is a National Heritage Area, and the health and beauty of the Hudson River is critical to the economic vitality of the communities surrounding it, including those throughout Westchester and Putnam Counties, as well as the state and the country at large; and

WHEREAS, sections of the Hudson River -from Hudson Falls to New York City-are a federal Superfund site because the General Electric Corporation (GE) discharged large quantities of polychlorinated biphenyls (PCBs) from two of its manufacturing plants between 1947 and 1977; and

WHEREAS, WPATs has been asked by Clearwater, Riverkeeper and other organizations to support their efforts to cause the PCBs to be removed from the Hudson River to further restore the Hudson River to its former ecological health, and spur the revival of long-dormant economic opportunities for both the Upper and Lower Hudson communities, including the towns in Westchester and Putnam Counties; and

NOW THEREFORE BE IT RESOLVED that the Town of Somers hereby lends its voice to this effort and urges a more thorough removal of PCBs from the Hudson River and calls upon GE to:

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1. Dredge all areas of PCB- contaminated sediments in River Sections 2 and 3 that would require cleanup under the applicable-standards in River Section 1, including, at a minimum, the 136 acres identified by the federal Trustees;
2. Conduct any additional necessary removal of soils and sediments in PCB-contaminated "hot spots" in and around the Upper Hudson River, including cleanup of the Champlain Canal to ensure full use of the canal by deep draft shipping vessels;
3. Complete a thorough analysis and robust cleanup of the Hudson River, including the floodplains and the Old Champlain Canal, in order to restore the River to its full health and value as a natural and economic resource.

AND BE IT FURTHER RESOLVED that a copy of this resolution will be sent to:

- Jeffrey Immelt, Chairman and CEO, General Electric Corporation
- New York State Governor Andrew Cuomo
- NYS Office of the Attorney General
- NYS Department of Environmental Conservation
- NYS Canal Corporation
- National Oceanic and Atmospheric Agency (NOAA)
- US Department of Interior Fish and Wildlife Service
- US Environmental Protection Agency – Region 2 and Hudson River Field Office
- Hudson River Congressional Delegation

PERSONNEL:

Current Vacancies:

Somers Energy Environmental Committee  
Affordable Housing Board (1 – unexpired 2 year term ending July 11, 2015)  
Affordable Housing Board (4 – 2 year terms ending July 11, 2015)  
Assessment Board of Review (1 – unexpired 5 year term ending September 30, 2015)  
Library Board of Trustees (1 – 5 year terms ending December 31, 2014)  
Planning Board (1 – 7 year term ending December 31, 2021)

Upcoming Vacancies:

Parks and Recreation Board (3 – 3 year terms ending March 9, 2018)

The Supervisor said that there were vacancies on the Somers Energy Environmental Committee who were doing some great things in Town and they would be hearing a lot from the Committee in the next couple of months. He said that the Affordable Housing Board was in dire need of participants on that Board. He said that there were some Affordable Housing Units that were coming up and they needed a Board to review applications and have direct input into the rental of those units. The Supervisor said that if anyone was interested to contact his Office for details.

Appoint F. Morrissey to Assessment Board of Review
--

Councilman Garrity said that it was in order for the Board to appoint Eric Morrissey to the Assessment Board of Review to fill an unexpired term ending September 30, 2015.

Thereupon motion of Councilman Garrity, seconded by Councilman Faulkner, it was,

RESOLVED, that the Town Board does hereby appoint Frederick Morrissey to the Somers Assessment Board of Review to fill the unexpired term of Joseph Ceriale ending September 30, 2015.

Supervisor Morrissey recused

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Consensus agenda

The Supervisor said that the next item on the agenda was the consensus agenda. He said that they needed to add an item number 15 to the consensus agenda. He explained that it was to approve the payment of \$320.41 for the unpaid Tax Bill regarding a parcel at 48.17-1-1.1. The Supervisor said it was Road dedication to the Town per memo dated March 9, 2015, from Joan Ribaud, Receiver of Taxes.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

Execute the 2015 Town Tax Warrant

1. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the 2015 Town Tax Warrant.

Decline offer of consideration of adding Conservation Parcel to Koegel Park and accepting it as a fee in lieu of Rec fees

2. RESOLVED, that the Town Board does hereby decline offer of consideration of adding Conservation Parcel to Koegel Park and accepting it as a fee in lieu of Recreation fees for the Mitchell 4-Lot Subdivision located at 197 Tomahawk Street (Route 118) Tax Map ID 16.09-1-9 and,

DOES HEREBY, modify prior existing unit as affordable to a Market Rate Unit.

Approve the form for registration of Vacant, Abandoned and Foreclosed Properties and set fee

3. RESOLVED, that the Town Board does hereby approve the form for registration of Vacant, Abandoned and Foreclosed Properties submitted by the Building Department and,

DOES HEREBY, set the registration fee in the amount of \$100.00.

M. Sessa as PT Senior Nutrition driver

4. RESOLVED, that the Town Board does hereby authorize the hiring of Melani Sessa as Part-time Senior Nutrition driver twice a week at an hourly rate of \$16.00 to work no more than 17 hours per week effective March 18, 2015, per memo dated February 26, 2015 from Barbara Taberer, Senior Nutrition/Transportation Director.

Reappoint R. John Currie as Chairman of the Planning Board

5. RESOLVED, that the Town Board does hereby reappoint R. John Currie as Chairman of the Planning board at an annual salary of \$2,500.00 to a term ending December 31, 2015.

Hire M. Wetzel PT Code Enforcement Officer

6. RESOLVED, that the Town Board does hereby authorize the hiring of Michael Wetzel, Jr. as Part-time Code Enforcement Officer effective March 9, 2015, at an hourly rate of \$16.8868 for not more than 17 hours per week per memo dated March 3, 2015 from Efrem Citarella, Building Inspector.

Execute Task Order 2-4.22

- 7a. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute Task Order 2-4.22 with Woodard & Curran for the Water System Planning – Modeling and SCADA per memo dated February 25, 2015 from Adam Smith, Superintendent of Water & Sewer.

Amended agreement for the Boarding of Impounded Dogs

- 7b. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the amended agreement for the Boarding of Impounded Dogs for the year 2015 with the South Salem Animal Hospital.

Execute the contract with CPI-HR

- 7c. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the contract with CPI-HR in the amount of \$8,100.00 per year for two (2) years.

Execute the Stipulation of Settlement

- 7d. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Stipulation of Settlement in the Town of Somers v. Heights Elevator, Inc.

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Bid for the Cypress Lane Water Main Replacement

8. RESOLVED, that the Town Board does hereby authorize going to bid for the Cypress Lane Water Main Replacement per memo dated February 24, 2015 from Adam Smith, Superintendent of Water & Sewer.

Authorize refund

9. RESOLVED, that the Town Board does hereby authorize a refund of \$132.49 to the James Segura Bernardo Living Trust per email dated February 27, 2015 from Teresa Stegner, Assessor.

Refund of SEQRA Fees

10. RESOLVED, the Town Board does hereby authorize refunds for the following per memos dated February 17, 2015 from Syrette Dym, AICP, Director of Planning:

- a. \$1,840.00- SEQRA Professional Fee to New Cingular Wireless.
- b. \$2,620.57-SEQRA Professional Fee to Xenia Stephens.

Reject donation of property

11. RESOLVED, that the Town Board does hereby decline the donation of 31 Entrance Way Tax Map 17.16-1-80 and 33 Entrance Way – Tax Map 17.16-1-79.

Refer out Donation of property

12. RESOLVED, that the Town Board does hereby refer the donation of property – 0 Juniper Drive Tax ID #5.15-3-4 to the Principal Engineer Technician, Parks & Recreation Board, Open Space Committee, and the Superintendent of Highways for review and comment.

Budget modification

13. RESOLVED, that the Town Board does hereby authorize the following budget modifications per memo dated March 2, 2015 from Supervisor Rick Morrissey:

RESOLVED, that the Town Board does hereby authorize a budget transfer in the amount of \$65,291.00 to cover 2014 year-end budget overages per memo dated February 27, 2015 from Robert Kehoe, Director of Finance:

**FROM:**

001 9010.0800 Retirement – ERS \$65,291.00

**TO:**

001.1220.0110	Supervisor – Personal Services-OT	\$ 1,420.00
001.1420.0410	Legal Services	\$14,300.00
001.1330.0400	Tax Collection-Contractual	\$ 733.00
001.1920.0400	Municipal Association Dues	\$ 180.00
001.4020.0100	Vital Statistics – Personal Services	\$ 4,320.00
001.4210.0100	Substance Abuse – Personal Services	\$ 106.00
001.5132.0405	Building Maintenance & Repairs	\$ 510.00
001.7020.0100	Rec. Administration – Personal Svcs.	\$ 2,100.00
001.7520.0400	Historical Properties – Contractual	\$ 5,900.00
001.8989.0100	ARB – Personal Services	\$ 372.00
001.9045.0800	Life Insurance	\$ 3,250.00
001.1930.0400	Refunds Tax Payments	\$32,100.00

MARCH 12, 2015 – REGULAR MEETING

RESOLVED, that the Town Board does hereby authorize a budget transfer to Capital Funds in the amount of \$69,821.51 per memo dated February 27, 2015 from Robert Kehoe, Director of Finance:

**FROM:**

001.7300.0100	Youth Programs – Personal Services	\$28,100.00
001.7310.0400	Youth Programs – Contractual	\$11,721.51
001.3120.0100	Police – Personal Services	\$30,000.00

**TO:**

Capital Funds:

Town House Electrical Connection	
For Generator	\$23,449.59
Final costs for Reis Park/Town House	
Project	\$16,371.92
Replacement of HVAC system at	
Van Tassell House	\$30,000.00

RESOLVED, that the Town Board does hereby authorize a budget transfer to cover 2014 Library building repairs per memo dated February 27, 2015 from Robert Kehoe, Director of Finance:

**FROM:**

001.1900.0400	Contingency	\$5,124.00
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**TO:**

001.9901.0900	Transfer to Library	\$5,124.00
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RESOLVED, that the Town Board does hereby authorize a budget transfer of Highway Funds in the amount of \$65,717.11 to cover year end overage per memo dated February 27, 2015 from Thomas E. Chiaverini, Superintendent of Highways:

**FROM:**

5142.1	Snow Personal Services	\$ 6,144.17
5142.11	Snow Overtime	\$ 698.07
5112.1	Chips Personal Services	\$ 1,020.69
5112.11	Chips Overtime	\$ 2,240.00
9010.08	Retirement	\$19,000.00
9030.08	Social Security – Medicare Tax	\$ 6,188.17
9030.85	Medicare Tax	\$ 1,464.98
9040.08	Worker’s Compensation	\$23,177.26
9089.08	Dental Insurance	\$ 4,080.73
9090.08	Optical Insurance	\$ 526.90
9950.93	Debt Service	\$ 1,176.14

**TO:**

5142.4	Snow _ Contractual	\$65,717.11
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RESOLVED, that the Town Board does hereby authorize a budget transfer of Highway Funds in the amount of \$68,022.62 to cover year end overage per memo dated February 27, 2015 from Thomas E. Chiaverini, Superintendent of Highways:

**FROM:**

MARCH 12, 2015 – REGULAR MEETING

5110.11	General Repair Overtime	\$10,454.77
5112.1	CHIPS Personal Services	\$29,223.21
5140.1	Brush Personal Services	\$ 8,006.26
5140.11	Brush Overtime	\$ 2,822.57
5140.4	Brush Contractual	\$17,515.81

**TO:**

5110.1	General Repair Personal Services	\$50,748.84
5110.4	General Repair Contractual	\$17,273.78

RESOLVED, that the Town Board does hereby authorize a budget transfer of Highway Funds in the amount of \$92,664.86 to cover year end overage per memo dated February 27, 2015 from Thomas E. Chiaverini, Superintendent of Highways:

**FROM:**

5130.11	Machinery Overtime	\$ 4,656.57
9950.93	Debt Service	\$88,008.29

**TO:**

5130.1	Machinery Personal Services	\$32,634.63
5130.4	Machinery Contractual	\$45,030.23
9060.08	Health Insurance	\$15,000.00

RESOLVED, that the Town Board does hereby authorize a budget transfer of Highway Funds in the amount of \$39,323.95 to cover year end overage per memo dated February 27, 2015 from Thomas E. Chiaverini, Superintendent of Highways;

**FROM:**

5112.1	CHIPS- Personal Services	\$39,323.95
--------	--------------------------	-------------

**TO:**

5112.2	CHIPS – Contractual	\$39,323.95
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RESOLVED, that the Town Board does hereby authorize a budget transfer of Library Funds in the amount of \$11,500.00 to cover 2014 budget overages per memo dated February 27, 2015 from Robert Kehoe, Director of Finance:

**FROM:**

005.9010.0800	State Retirement – ERS	\$11,500.00
---------------	------------------------	-------------

**TO:**

005.7410.0800	Contractual	\$11,000.00
005.9045.0800	Life Insurance	\$ 500.00

Adoption of Capital Project Budget
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14. RESOLVED, that the Town Board does hereby authorize the adoption of a Capital Project Budget for 2014 Highway Bond per memo dated March 2, 2015 from Robert Kehoe, Director of Finance:

Revenue:

054-5710	Bond Proceeds	\$2,000,000.00
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Appropriations:

MARCH 12, 2015 – REGULAR MEETING

054-5110.4	Contractual (Issuance Costs)	\$ 33,306.99
054-5110.405	General Repairs – Paving	\$1,966,693.01

Payment of  
unpaid taxes

15. RESOLVED, that the Town Board does hereby approve payment of unpaid taxes for road bed dedicated to the Town on November 13, 2014 for Tax ID #48.17-1-1.1 in the amount of \$320.61 made payable to the Receiver of Taxes, per memo dated March 9, 2015 from Joan Ribaud, Receiver of Taxes.

The Supervisor said that the Annual Lion's Club Pancake Breakfast was coming up on Sunday, April 12, 2015. He said that this was a town wide event where they served upwards of 1,500 breakfasts. He said that the breakfast was from 8:00 AM to 12:00 PM.

Councilman Garrity wished everyone a very happy and safe Saint Patrick's Day.

Councilman Clinchy said that the High School Basketball Tournament was held at the Westchester County Center. He said that presided over by the voice of Westchester County Basketball, Heritage Hills Resident, Mr. Richard Lee.

The Supervisor said that last Saturday there was a Special Olympics Basketball Tournament held at Somers High School for the skilled Athletes and at Somers Intermediate School for the less skilled Athletes. He said that both were very well attended and there were a lot of volunteers.

Councilman Faulkner said that he wanted to congratulate all of the High School Students that were on the Honor Roll and High Honor Roll. He said that all of their names were list in last week's Somers Record.

Councilman Ciriaco said that Somers Relay for Life was underway. He said that the teams were meeting and they were always looking for more teams to join them.

Claims for the payment of all Town Bills in the amount of \$594,219.50 were presented and allowed for payment as shown on the Abstract of Audited Claims on file in the office of the Town Clerk.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned at 9:00 PM.

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Town Clerk

## Barbara Sherry

---

**From:** Patricia Kalba  
**Sent:** Friday, April 24, 2015 2:02 PM  
**To:** Rick Morrissey; Richard Clinchy; Tom Garrity; Anthony Ciriaco; Bill Faulkner  
**Cc:** Barbara Sherry; Bob Kehoe; Kathie Pacella  
**Subject:** Minutes to be approved  
**Attachments:** 020515ws.docx; 021215rm.docx; 030515ph.docx; 030515ws.docx; 040215ws.docx; 031215rm.docx

To All:

Attached please find for your review the minutes of:

February 5, 2015 Work Session  
February 12, 2015 Regular Meeting  
March 5, 2015 Public Hearing  
March 5, 2015 Work Session  
March 12, 2015 Regular Meeting  
April 2, 2015 Work Session

Regards,

Patty

Patricia Kalba  
Deputy Town Clerk

Town of Somers  
335 Route 202  
Somers, New York 10589

914-277-3323  
914-277-3960 (fax)  
pkalba@somersny.com

*Note: This e-mail message is intended only for the use of the individual or entity to whom it is addressed, and may contain information that is privileged or confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the identified addressee, you are hereby notified that any unauthorized use, disclosure, reproduction, dissemination or disruption of this communication is strictly prohibited. Please note that it is your responsibility to scan this e-mail for viruses. If you receive this e-mail message in error, please delete all copies of this message and notify the sender immediately by telephone at (914) 277-3323. Thank you.*

APRIL 2, 2015 – WORK SESSION

Minutes of a work session of the Town Board of the Town of Somers held on Thursday evening April 2, 2015 at 7:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Kathleen R. Pacella, Town Clerk, Patricia Kalba, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

During the work session meeting the Supervisor said that it was in order for the Board to enter into an executive session with regard to two contracts and personnel matters.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned to an executive session at 7:30 PM with regard to two contracts and personnel matters to return that evening.

8:15 – meeting reconvened

This being a work session no actions were taken.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned at 8:45 PM.

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Town Clerk

# TOWN OF SOMMERS PHASE II ANNUAL STORMWATER REPORT



*GP-0-10-002*

*March 9, 2014-March 10, 2015*



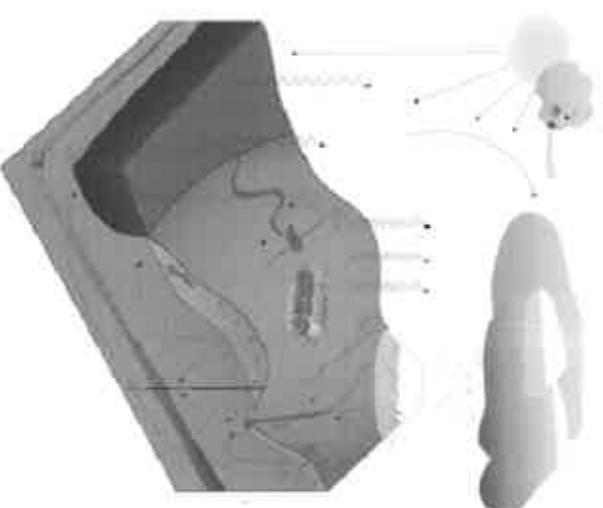
Presented by: Syrette Dym, AICP

May 14, 2015

# Somers Hydrology

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- Located within 4 watershed basins (NYC Watershed)
  - Amawalk Basin
  - New Croton Basin
  - Croton Falls Basin
  - Muscoot Basin
- 12 Subwatersheds
- 66 Stream Miles
- 3 Planned Lake Communities
  - Lake Lindendale
  - Lake Purdy's
  - Lake Shenorock





## **Somers Water Quality**

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- **Different areas of the community have different water quality concerns**
  - **Lake Shenorock (TSS/Phosphorus/Bacteria)**
  - **Muscot River (TSS/Phosphorus/Wetland)**
- **The 4 watershed basins are phosphorus restricted.**
  - **Croton Watershed Phosphorus TMDL**
- **There are waterbodies on the state priority waterbody list due to concern with pathogens, metals, and nutrients.**
- **Waterbodies are also listed on the NYS DEC 303(d) list of impaired waters.**



# PHASE II STORMWATER PROGRAM REQUIREMENTS

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(Minimum Control Measures)

1. **Public Education and Outreach**
2. **Public Participation/Involvement**
3. **Illicit Discharge, Detection and Elimination (IDDE)**
4. **Construction Site Runoff Control**
5. **Post-Construction Runoff Control**
6. **Pollution Prevention/Good Housekeeping**



# Public Education and Outreach

## 2014/2015

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### Topics

- Construction Sites
- Illicit Discharge Detection and Elimination
- Green Infrastructure/Better Site Design/Low Impact Development
- Phosphorus, Silt, Sediment

### Target Audiences

- Residential
- Contractors
- Developers
- General Public
- Board and Committee Members

# Public Education and Outreach

2014/2015

## Strategies Implemented

- Training of Construction Site Operators (4 Trained)
- Kiosks and Displays (0 Locations)
- TV Spot/Cable Access (Ongoing)

Materials Available in Somers Town House, Somers  
Library and on the Town Website.

# Public Education and Outreach

2014/2015

## Evaluating/Measuring Progress

- ❑ Number of Applications now including low impact development/better site design elements is increasing.
- ❑ Information pamphlets and brochures are being picked up.

# Public Involvement/Participation

2014/2015

## Strategies Implemented

- Cleanup Events (1)
- Community Hotline
- Community Meetings (100 attendees)
- Public Hearings
- Annual Report posting on web and viewing via cable access channel.



# Public Involvement/Participation

2014/2015

## Evaluating/Measuring Progress

- Discussion of stormwater related issues at public meetings and public hearing participation continues.
- Bags of garbage collected during the Spring clean-up event were added to by additional bags collected from citizen initiated Somers Litter Task Force clean-up event.
- Education of Contractors at all construction sites (4) occurred.

# **Illicit Discharge, Detection, Elimination**

## **2014/2015**

### **Strategies Implemented**

- All Outfalls Mapped (564).**
- Five outfalls were dry weather screened.**
- Building maintenance, parking lots, cross connections, and septic maintenance were targeted for inspection.**
- Four (4) illicit discharges were found.**

# **Illicit Discharge, Detection, Elimination**

## **2014/2015**

### **Strategies Implemented**

- Storm sewershed mapping has been completed.
- Information is available via GIS.
- 50% of staff in relevant positions/departments have received IDDE training.
- Town developed and adopted a septic system notification of maintenance and repair law.
- Approximately 1,407 (1,241 verified from March through December 2014) septic systems were cleaned and inspected.

# **Illicit Discharge, Detection, Elimination**

## **2014/2015**

### **Evaluating/Measuring Progress**

- Number of illicit discharges detected/eliminated is four due to staff education, inspection, tracking and reporting.**
- Reporting and record keeping continues to improve.**

# Construction / Post-Construction Control

**2014/2015**

## Strategies Implemented

- SWPPP (Stormwater Pollution Prevention Plan) review procedures are in place
- 11 SWPPP reviewed during reporting period
- Procedure to receive public comments (3) is in place
- Contractors are provided education and training about the local SWPPP process.

# Construction Site Stormwater Runoff Control

**2014/2015**

## Strategies Implemented

- 8 Construction projects authorized for disturbance of one acre or more.
- 8 Active construction projects disturbing one acre or more in Town.
- All active construction sites were inspected.
- All active construction sites were inspected more than once.
- All inspectors use an approved plan consistent with the NYS Construction Stormwater Inspection Manual.
- The public has access to SWPPPs.

# Construction Site Stormwater Runoff Control

**2014/2015**

## **Evaluating/Measuring Progress**

- All construction projects submitted SWPPPs and the reporting forms used by the Engineering Department were revised to be consistent with the State reporting forms.**
- Stormwater control and associated BMPs (Best Management Practices) continues to be a focus regarding project approval.**

# Post-Construction Stormwater Management

**2014/2015**

## Strategies Implemented

- ❑ 3 infiltration basins, 3 open channels, 1 pond and 10 other practices inspected and maintained.
- ❑ 30 area Catchbasins and 8 silt pits inventoried, inspected and maintained.
- ❑ Not using GIS to track post-construction BMPs
- ❑ Local Law, Comprehensive Planning, Zoning and Planning Board review procedures have been used to implement low impact development/better site design elements.

# Post-Construction Stormwater Management

**2014/2015**

## Strategies Implemented (Continued)

- Somers is a member of CKWIC (Croton Kensico Watershed Intermunicipal Coalition) which developed a 5-Year Regional Stormwater Retrofit Program approved by NYSDEC and a member of EOHWC (East of Hudson Watershed Corp.) which is an LDC (Local Development Corporation) formed to implement those projects.

- 67 CKWIC Stormwater Retrofits were implemented.

## Evaluating/Measuring Progress

- The new catchbasin reporting procedure that was previously instituted is still being utilized.
- New reporting procedures for other stormwater BMP maintenance should be implemented.

# Stormwater Management-Municipal Operations

**2014/2015**

## Operations/Activities/Facilities and Self-Assessment

- Street Maintenance
- Winter Road Maintenance
- Salt Storage
- Municipal Construction and Land Disturbance
- Winter Road Maintenance
- Right of Way Maintenance
- Parks and Open Space
- Municipal Buildings
- Stormwater System Maintenance
- Vehicle and Fleet Maintenance
- Etc.

# Stormwater Management-Municipal Operations

**2014/2015**

## Strategies Implemented

- Due to zero use of sand, no parking lots were swept
- Due to zero use of sand, no streets were swept
- Inspected and cleaned 30 catch basins
- Inspected and cleaned 9 silt pits
- Inspected and cleaned post construction control practices
- Spot weed control in beds were the only herbicide applications.
- No stormwater management trainings held (last training held on 01/09/14)
- No municipal employees received training
- 50% of municipal employees who need training received it

# Stormwater Management-Municipal Operations

**2014/2015**

## **Evaluating/Measuring Progress**

- Reporting procedures for municipal departments responsible for good housekeeping have been altered to ensure maintenance of Town facilities and maintenance activities are accounted for.**
- Highway Department is computerized but would be more efficient if data entry occurred in the field.**

# Additional Watershed Improvement Strategies

## 2014/2015

### Strategies Implemented

- Education program to address phosphorus is in place
- Deliverables from County Outreach and Education Program
- 100% of the Towns conveyance system has been mapped, additional features have been mapped.
- A stormwater conveyance system inspection and maintenance plan program is in place and will be expanded.
- Program to track on-site wastewater treatment systems that have been inspected and maintained under development.
- Post-construction program is in place
- 5-Year Retrofit program is underway
  - 68 Projects; 43 completed in Year 1
  - 21 Projects; 12 completed in Year 2
  - 45 Projects; 18 completed in Year 3
  - 79 Projects; 1 completed in Year 4
  - 53 Projects; 14 completed in Year 5 (2014)
- Turf management program policy has been instituted



**For More Information On Somers'  
Stormwater Program**

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**Planning and Engineering Office**

**(914)277-5366**

**[www.somersny.com](http://www.somersny.com)**



### MS4 Annual Report Cover Page

MCC form for period ending March 9, 2015

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID  
N Y R 2 0 A



### MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2015

Name of MS4

SPDES ID  
N Y R 2 0 A 4 0 5

### Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for **each** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name  MI  Last Name

Title

Address

City  State  Zip

eMail

Phone  County

### MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2015

Name of MS4

SPDES ID  
N Y R 2 0 A 4 0 5

#### Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?  Yes  No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name  
C r o t o n K e n s i c o W a t e r s h e d I n t e r -

Partner/Coalition Name (con't.)  
m u n i c i p a l C o a l i t i o n  
SPDES Partner ID - If applicable  
N Y R 2 0

Address  
3 3 5 R o u t e 2 0 2

City  
S o m e r s  
State  
N Y  
Zip  
1 0 5 8 9 -

eMail  
s d y m @ s o m e r s n y . c o m

Phone  
( 9 1 4 ) 2 7 7 - 5 3 6 6

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?  Yes  No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- MM1 M u l t i p l e T a s k s
- MM2 M u l t i p l e T a s k s
- MM3
- MM4
- MM5
- MM6

#### Additional tasks/responsibilities

- Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Posting of PSA's (phosphorus), Education Website (Phosphorus), pet waste pickup campaign, education flyers re: Salt/water quality, magnetic pads etc.

### MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 5

Name of MS4

SPDES ID  
N Y R 2 0 A 4 0 5

#### Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name  MI  Last Name

Title (Clearly print title of individual signing report)

Signature

Date  
0 5 / 1 4 / 2 0 1 5

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator  
Division of Water  
4th Floor  
625 Broadway  
Albany, New York 12233-3505





**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2015  
 If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition:

SPDES ID  

N	Y	R	2	0	A	4	0	5
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**3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:**

- Construction Site Operators Trained
- Direct Mailings
- Kiosks or Other Displays
- List-Serves
- Mailing List
- Newspaper Ads or Articles
- Public Events/Presentations
- School Program
- TV Spot/Program
- Printed Materials:

# Trained	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	4
# Mailings	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
# Locations	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
# In List	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
# In List	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
# Days Run	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
# Attendees	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	3 5
# Attendees	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
# Days Run	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	3 1
Total # Distributed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	5 0

Locations (e.g. libraries, town offices, kiosks)

S	o	m	e	r	s		T	o	w	n		H	o	u	s	e			
S	o	m	e	r	s		L	i	b	r	a	r	y						

Other:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

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s	o	m	e	r	s	n	y		p	l	a	n	n	i	n	g	/	s	t	o	r	m	w	a	t	e	r			

URL




**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
----------------

SPDES ID  

N	Y	R	2	0	A	4	0	5
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**4. Evaluating Progress Toward Measurable Goals MCM 1**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Incorporation of low impact development techniques and best management practices into applications regarding environmental permits, site plans and subdivisions. Education regarding phosphorus impacts to water quality from septic systems and lawn/landscaping practices is also included in permit decisions.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

The Planning and Engineering Department undertakes environmental determinations, and reviews applications for environmental permitting (steep slopes, wetland, stormwater & erosion and sediment control, land disturbance, etc.) and land development (subdivisions and site plans). Since the implementation of the Town's outreach and education program, these submissions include consideration of water quality best management practices and low impact development techniques.

**C. How many times was this observation measured or evaluated in this reporting period?**

		5	4
--	--	---	---

(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this Measurable Goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

The Town increasingly uses our website and cable access T.V. channel to get the message out. E-blasts are also utilized. A new schedule of activities is to be produced.



**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  
N Y R 2 0 A 4 0 5

**2. URL(s) con't.:**

**Please provide specific address(es) where notice(s) can be accessed - not home page.**

URL  
h t t p : / / w w w . s o m e r s n y . c o m / p a g e s /  
s o m e r s n y / P l a n n i n g / S t o r m w a t e r

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s o m e r s m e e t i n g v i d e o s / t m v i d e o s

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s o m e r s N Y w e b d o c s / m i n a g e n d a

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URL





**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
----------------

SPDES ID  

N	Y	R	2	0	A	4	0	5
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**4.a. If this report was made available on the internet, what date was it posted?**

Leave blank if this report was not posted on the internet.

0	5
---	---

 / 

0	8
---	---

 / 

2	0	1	5
---	---	---	---

**4.b. For how many days was/will this report be posted?**

3	6	5
---	---	---

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

**5.a. Was an Annual Report public meeting held in this reporting period?**

Yes  No

If Yes, what was the date of the meeting?

0	5
---	---

 / 

1	4
---	---

 / 

2	0	1	5
---	---	---	---

If No, is one planned?

Yes  No

**5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?**

Yes  No

If No, is one planned for each?

Yes  No

**6. Were comments received during this reporting period?**

Yes  No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
----------------

SPDES ID  

N	Y	R	2	0	A	4	0	5
---	---	---	---	---	---	---	---	---

**7. Evaluating Progress Toward Measurable Goals MCM 2**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Involvement in public hearing, submission of comments regarding development applications, participation in Town-Wide Clean-up, education of contractors at construction sites and education of applicants through environmental determination process and permitting process.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

Nine public hearings were held during the reporting period. Comments related to stormwater quality were made at each of them. The public hearings are related to a public scoping for a project DEIS. There was no Earth Day celebration, but a townwide roadside cleanup was held from April 5-22, 2014, coinciding with the citizen initiated Somers Litter Task Force cleanup. A total of 178 bags of garbage were collected from April 7 through May 14, 2014, for a total of nine pick-up days.

**C. How many times was this observation measured or evaluated in this reporting period?**

	1	7	5
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(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue to disseminate information, conduct town-wide clean-up, continue contractor education on site and provide education to applicants for environmental permits.







**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID  

N	Y	R	2	0	A	4	0	5
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**12. Evaluating Progress Toward Measurable Goals MCM 3**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Continue implementation of illicit discharge ordinance and form septic system maintenance law. Maintain hotline to receive reports related to illicit discharges.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

The Town had four (4) illicit discharges during the reporting period, three from failing residential septic systems and one from illegal dumping for a commercial establishment. There were no calls to the hotline. The Town does have a septic system maintenance law, consistent with what was approved by DEC. Over 175 site inspections were undertaken during the reporting period. There were 1,241 septic systems cleaned and inspected from March through December 2014. Although information is not available at this time for January and February 2015, it is similar to that of the

**C. How many times was this observation measured or evaluated in this reporting period?**

	3	6	5
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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

The Town will continue to use the hotline and field inspections to detect illicit discharges. When such discharges are found, they will continue to be reported and filed with the County Health Department. During the 2015-2016 reporting period, the Town will continue to obtain septic system monitoring data.

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID  

N	Y	R	2	0	A	4	0	5
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**Minimum Control Measures 4 and 5.**  
**Construction Site and Post-Construction Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

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**1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?**  Yes  No

**1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?**  Yes  No  NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.  
 09/2004  03/2006  NT

**2. Does your MS4/Coalition have a SWPPP review procedure in place?**  Yes  No

**3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

	1	1
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**4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?**  Yes  No  NT

If Yes, how many public comments were received during this reporting period? 

		3
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**5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?**  Yes  No

**6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:**

- |  |   |   |  |   |  |  |   |   |
|--|---|---|--|---|--|--|---|---|
| <input checked="" type="radio"/> Notices of Violation  | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td>2</td></tr></table> |  |   |  |  | 2 | <input type="radio"/> No Authority            |
|  |   |   |  | 2 |  |  |   |   |
| <input type="radio"/> Stop Work Orders                 | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority            |
|  |   |   |  |   |  |  |   |   |
| <input type="radio"/> Criminal Actions                 | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority            |
|  |   |   |  |   |  |  |   |   |
| <input type="radio"/> Termination of Contracts         | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority            |
|  |   |   |  |   |  |  |   |   |
| <input checked="" type="radio"/> Administrative Fines  | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input checked="" type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |   |
| <input checked="" type="radio"/> Civil Penalties       | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input checked="" type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |   |
| <input type="radio"/> Administrative Orders            | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input checked="" type="radio"/> No Authority |
|  |   |   |  |   |  |  |   |   |
| <input type="radio"/> Enforcement Actions or Sanctions | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority            |
|  |   |   |  |   |  |  |   |   |
| <input type="radio"/> Other                            | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>  |  |   |  |  |   | <input type="radio"/> No Authority            |
|  |   |   |  |   |  |  |   |   |

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2 0 1 5

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  
N Y R 2 0 A 4 0 5

**Minimum Control Measure 4. Construction Site Stormwater Runoff Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

3. What percent of active construction sites were inspected during this reporting period?  NT  %

4. What percent of active construction sites were inspected more than once?  NT  %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?  Yes  No  NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?  Yes  No  NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?  Yes  No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.



**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Somers

SPDES ID

N	Y	R	2	0	A	4	0	5
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**7. Evaluating Progress Toward Measurable Goals MCM 4**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMP in this reporting period.**

The measurable goal was to require each development project to submit an approvable stormwater pollution prevention plan. Ten construction projects were reviewed and two projects were approved before the Planning Board. Each of these projects required the submission of a SWMP. In addition, the reporting forms used by the engineering technician are those that were revised to be consistent with the state reporting forms.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

All application submissions included a SWMP as required in accordance with the Somers Town Code. SWMP's for projects currently under construction are used to monitor construction.

**C. How many times was this observation measured or evaluated in this reporting period?**

1	7	5
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(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**
 Yes    No
**E. Is your MS4 on schedule to meet the deadline set forth in the SWMP?**
 Yes    No
**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue to require submission of SWMP's and use them to monitor construction. (ongoing)

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

**Minimum Control Measure 5. Post-Construction Stormwater Management**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
<input type="radio"/> Alternative Practices	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
<input type="radio"/> Filter Systems	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
<input checked="" type="radio"/> Infiltration Basins	<input type="text" value=""/>	<input type="text" value="3"/>	<input type="text" value="1"/> <input type="text" value="0"/>
<input checked="" type="radio"/> Open Channels	<input type="text" value=""/>	<input type="text" value="3"/>	<input type="text" value="5"/> <input type="text" value="0"/>
<input checked="" type="radio"/> Ponds	<input type="text" value=""/>	<input type="text" value="1"/>	<input type="text" value=""/> <input type="text" value="1"/>
<input type="radio"/> Wetlands	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
<input checked="" type="radio"/> Other	<input type="text" value=""/>	<input type="text" value="1"/> <input type="text" value="0"/>	<input type="text" value=""/>

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance?  Yes  No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

- Building Codes
- Municipal Comprehensive Plans
- Overlay Districts
- Open Space Preservation Program
- Zoning
- Local Law or Ordinance
- None
- Land Use Regulation/Zoning
- Watershed Plans
- Other Comprehensive Plan

Other:

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID

N	Y	R	2	0	A	4	0	5
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**4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?**

Yes  No

**4b. Does the MS4 have a banking and credit system for stormwater management practices?**

Yes  No

**4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?**

Yes  No

**4d. How many stormwater management practices have been implemented as part of this system in this reporting period?**

	1	1
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**5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?**

		0
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 %

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  

N	Y	R	2	0	A	4	0	5
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**6. Evaluating Progress Toward Measurable Goals MCM 5**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

The Town is improving its GIS capabilities and will be in a position to update mapping on an ongoing basis.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

Hand held devices were not used, however the paper forms were utilized and some computer logging of information occurred. Thirty (30) catch basins were inspected and maintained during the period March 3 to December 23, 2014 with a total of 94 cubic yards of material removed. Eight (8) silt pits were cleaned in the Lincolndale area and 14 cubic yards of material was collected. A total of 108 cubic yards of material was removed from these basins. From April 8 to April 11, 2014, all roads in

**C. How many times was this observation measured or evaluated in this reporting period?**

		3	8
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(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue to inspect and maintain stormwater infrastructure throughout the town, focusing on priority watershed areas. Establish a computer tracking system for inspection and maintenance of BMPs (other than catch basins) for the Highway Department.

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID  

N	Y	R	2	0	A	4	0	5
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**Minimum Control Measure 6. Stormwater Management for Municipal Operations**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

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**1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.**

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Solid Waste Management.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Parks and Open Space.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Municipal Building.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Other.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2 0 1 5

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  

N	Y	R	2	0	A	4	0	5
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**2. Provide the following information about municipal operations good housekeeping programs:**

- Parking Lots Swept (Number of acres X Number of times swept) # Acres     2
- Streets Swept (Number of miles X Number of times swept) # Miles
- Catch Basins Inspected and Cleaned Where Necessary #   3 0
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #   1 0
- Phosphorus Applied In Chemical Fertilizer # Lbs.
- Nitrogen Applied In Chemical Fertilizer # Lbs.
- Pesticide/Herbicide Applied # Acres   1 5 . 5  
 (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

**3. How many stormwater management trainings have been provided to municipal employees during this reporting period?**     0

**4. What was the date of the last training?**  0 1 /  0 9 /  2 0 1 4

**5. How many municipal employees have been trained in this reporting period?**   0

**6. What percent of municipal employees in relevant positions and departments receive stormwater management training?**  5 0 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID

N	Y	R	2	0	A	4	0	5
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**7. Evaluating Progress Toward Measurable Goals MCM 6**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

To institute better reporting in the form of inspections and maintenance work by the Somers Highway Department, its contractors and the Somers Parks and Recreation Department.

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

Both Departments maintained appropriate records, The Highway Department information is computerized, however it would be more efficient to have the computerization take place in the field rather than through data entry in the office via "work tickets". All pertinent information is available for each stormwater activity that is undertaken.

**C. How many times was this observation measured or evaluated in this reporting period?**

			3
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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue to work towards electronic conveyance of pollution prevention activities.

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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 If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID  

N	Y	R	2	0	A	4	0	5
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### Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

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**MS4s must answer the questions or check NA as indicated in the table below.**

MS4 Description	Answer	Check NA	(POC)
<b>NYC EOH Watershed</b>			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
<b>Onondaga Lake Watershed</b>			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
<b>Greenwood Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>Oyster Bay</b>			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
<b>Peconic Estuary</b>			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
<b>Oscawana Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>LI 27 Embayments</b>			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

**1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?**       Yes     No     N/A

**2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?**       Yes     No     N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.      

--	--	--

 %

Estimate what percentage was mapped in this reporting period.      

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 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

Town of Somers
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SPDES ID  

N	Y	R	2	0	A	4	0	5
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?  Yes  No  N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period? 

	1	5
--	---	---

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?  Yes  No  N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?  Yes  No  N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?  Yes  No  N/A

7b. How many projects have been sited in this reporting period? 

		2
--	--	---

7c. What percent of the projects included in 7b have been completed in this reporting period? 

1	0	0
---	---	---

 %

7d. What percent of projects planned in previous years have been completed? 

1	0	0
---	---	---

 %

No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?  Yes  No  N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?  Yes  No  N/A

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	5
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

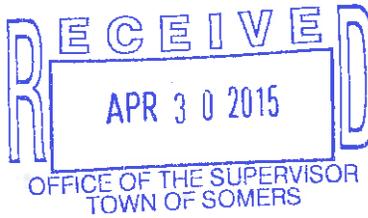
Town of Somers
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SPDES ID  

N	Y	R	2	0	A	4	0	5
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- 9. Has your MS4/Coalition developed and implemented a program of native planting?  
 Yes    No    N/A
- 10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?  
 Yes    No    N/A
- 11. Does your MS4/Coalition have a pet waste bag program?  
 Yes    No    N/A
- 12. Does your MS4/Coalition have a program to manage goose populations?  
 Yes    No    N/A

May Agenda  
EC - FBTC FF  
4/30/15  
DJP



ORRICK, HERRINGTON & SUTCLIFFE LLP  
51 West 52nd Street  
NEW YORK, NY 10019-6142  
tel 212-506-5000  
fax 212-506-5151  
WWW.ORRICK.COM

April 30, 2015

Douglas E. Goodfriend  
(212) 506-5211 (Direct Dial)  
dgoodfriend@orrick.com

**VIA E-MAIL (supervisor@somersny.com; bsherry@somersny.com)**

Hon. Rick Morrissey, Supervisor  
Mr. Robert Kehoe, Director of Finance  
Town of Somers  
335 Rte 202  
Somers, New York 10589

Re: Town of Somers, Westchester County, New York  
Proposed Refunding Bond Resolution — 2006 Refunded Bonds  
Orrick File: 42302-2-14

Dear Supervisor Morrissey and Mr. Kehoe:

At your request, enclosed please find one copy of a form of refunding bond resolution for possible adoption by the Town Board. Please attach as Exhibit A the Preliminary Refunding Financial Plan provided to you by Capital Markets Advisors, Inc., with the par amount of \$3,325,000 dated March 31, 2015. This resolution requires the affirmative vote of two-thirds of the voting strength of the Town Board for adoption. Note: although the par amount for refunding bonds can be higher than the outstanding refunded bonds, the transaction is only done in section 90.10 refundings if there are significant debt service savings which are verified by the Office of the State Comptroller.

Also enclosed is a Legal Notice of estoppel attached to which is a summary form of the Refunding Bond Resolution for publication. This summary form does not include the exhibits in order to cut down on publication costs. This should be published when convenient after adoption.

We will need two (2) originally certified copies of the Refunding Bond Resolution at this time. We will also need an original printer's affidavits of publication of the Legal Notice of estoppel when available.

**Please do not hesitate to call if you have any questions.**

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend

DEG/zmt  
Enclosures  
762047551.01

cc: Mr. James Nytko (via email)

**REFUNDING BOND RESOLUTION**

At a regular meeting of the Town Board of the Town of Somers, Westchester County, New York, held at Town Hall, in Somers, New York, in said Town, on the 14<sup>th</sup> day of May, 2015, at \_\_\_\_:00 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to-wit:

REFUNDING BOND RESOLUTION DATED MAY 14, 2015.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.00 OR SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF SOMERS, WESTCHESTER COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Town of Somers, Westchester County, New York (hereinafter, the "Town") heretofore issued \$4,100,000 Public Improvement (Serial) Bonds, 2006, pursuant to duly authorized bond resolutions dated September 7, 2000 and July 7, 2005 authorizing said serial bonds for the acquisition of certain parcels of land for active and passive park and recreational purposes, and a bond determinations certificate of the Supervisor (hereinafter referred to as the "Refunded Bond Certificate"), such Public Improvement (Serial) Bonds, 2006, now outstanding in the amount of \$3,200,000, maturing on May 1 annually in each of the years 2016 to 2036, both inclusive, as more fully described in the Refunded Bond Certificate; and

WHEREAS, it would be in the public interest to refund all or a portion of the \$3,095,000 outstanding principal balance of said bonds maturing in the years 2017 to 2036, both inclusive (the "Refunded Bonds") by the issuance of refunding bonds pursuant to Section 90.00 or Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will result in present value savings in debt service as so required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Somers, Westchester County, New York, as follows:

Section 1. For the object or purpose of refunding the \$3,095,000 outstanding principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium payable on the Refunded Bonds, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$3,500,000 refunding serial bonds of the Town pursuant to the provisions of Section 90.00 or Section 90.10 of the Local Finance Law (the "Town Refunding Bonds" or the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$3,325,000, as provided in Section 4 hereof. The Town Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the

principal amount of each respective maturity, shall be numbered with the prefix R-15 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the Supervisor pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law and pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the Town by lot in any customary manner of selection as determined by the Supervisor.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be

registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the Town shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to The Depository Trust Company, New York, New York, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the Town clerk as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the Town maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the Supervisor providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall

hereafter be designated by the Supervisor as fiscal agent of the Town for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Supervisor, as chief fiscal officer of the Town, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he or she shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said Town, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the Town, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the Supervisor is also hereby authorized to name the Town Clerk as the Fiscal Agent in connection with the Refunding Bonds.

The Supervisor is hereby further delegated all powers of this Town Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Supervisor, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph g of Section 90.00 of the Local Finance Law or subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law, as applicable, and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds, for the class of objects or purposes financed by the Refunded Bonds, pursuant to paragraph a of Section 11.00 of the Local Finance Law, is 30 years pursuant to subdivision 21(a) thereof calculated from May 1, 2006;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the class of objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph a of Section 90.00 of the Local Finance Law and subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law, as applicable;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the aggregate of the refundings authorized by this resolution (collectively, the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refundings, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and hereby made a part hereof. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series to refund all of the Refunded Bonds in the principal amount of \$3,325,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit A. This Town Board recognizes that the Refunding Bonds may be issued in one or more series, and for all of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the Town will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The Supervisor is hereby authorized and directed to determine which of the Refunded

Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the Supervisor; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.00 or Section 90.10 of the Local Finance Law as applicable. The Supervisor shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Town Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Town of Somers, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the Town to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the Town shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the Town hereby elects to call in and redeem each of the Refunded Bonds which the Supervisor shall determine to be refunded in accordance with the provisions of Section 4 hereof and with regard to which the right of early redemption exists. The sum to be paid therefor on such redemption date shall be the par value thereof, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the Town in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at public competitive sale or at private sale to an underwriter as shall be determined by the Supervisor for purchase prices to be

determined by the Supervisor, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as may be required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the Supervisor, is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the Town providing the terms and conditions for the sale and delivery of the Refunding Bonds to a purchasing underwriter if sold at private sale. After the Refunding Bonds have been duly executed, they shall be delivered by the Supervisor to the purchaser or to the Underwriter in accordance with said purchase contract upon the receipt by the Town of said the purchase price, including accrued interest.

Section 11. The Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Supervisor and all powers in connection thereof are hereby delegated to the Supervisor. The Supervisor shall be further authorized to issue said Refunding Bonds pursuant to Section 90.00 or Section 90.10 of the Local Finance Law as said officer shall determine necessary.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: May 14, 2015.

The foregoing resolution was duly put to a vote which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**CERTIFICATION**

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

I, the undersigned Clerk of the Town of Somers, Westchester County, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 14<sup>th</sup> day of May, 2015.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication)

**POSTING** (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer  
this \_\_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

**EXHIBIT A**

**PRELIMINARY REFUNDING FINANCIAL PLAN**

**TOWN OF SOMERS,  
WESTCHESTER COUNTY, NEW YORK**

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LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Somers, Westchester County, New York, on May 14, 2015, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Dated: Somers, New York

May \_\_\_\_, 2015

\_\_\_\_\_  
Town Clerk

**SUMMARY OF REFUNDING BOND RESOLUTION DATED MAY 14, 2015.**

**SUMMARY OF A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.00 OR SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF SOMERS, WESTCHESTER COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO.**

WHEREAS, the Town of Somers, Westchester County, New York (hereinafter, the "Town" or the "Town") heretofore issued Public Improvement (Serial) Bonds, 2006 (the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding \$3,095,000 principal balance of the Refunded Bonds maturing in 2017 and thereafter, by the issuance of refunding bonds pursuant to Section 90.00 or Section 90.10 of the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Somers, Westchester County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding aggregate principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, (iv) the redemption premium payable on the Refunded Bonds, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$3,500,000 refunding serial bonds of the Town pursuant to the provisions of Section 90.00 or Section 90.10 of the Local Finance Law (the "Town Refunding Bonds" or the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$3,325,000, as provided in Section 4 hereof.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds, for the class of objects or purposes financed therein is 30 years;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the class of objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph a of Section 90.00 of the Local Finance Law and subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds, is \$351,585.89 as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refundings are as provided in Exhibit A attached to the complete text of this

resolution (the "Complete Resolution"), which Exhibit A is not published as part of this summary. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued, in one series to refund all of the Refunded Bonds, in the principal amount of \$3,325,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit A.

Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Town of Somers, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds.

Section 8. The Supervisor is delegated authority to sell said Refunding Bonds at public competitive sale or at private sale to an underwriter as shall be hereafter determined by said Supervisor and all details in connection therewith.

\*\*\*\*\*

A COPY OF THE COMPLETE TEXT OF THIS RESOLUTION TOGETHER WITH REFUNDING PLAN EXHIBIT IS ON FILE IN THE OFFICE OF THE TOWN CLERK WHERE IT IS AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS.

\*\*\*\*\*

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Refunding Summary**

Part 1 of 2

Dated 06/01/2015 | Delivered 06/01/2015

**Sources Of Funds**

Par Amount of Bonds	\$3,325,000.00
<b>Total Sources</b>	<b>\$3,325,000.00</b>

**Uses Of Funds**

Total Underwriter's Discount (0.800%)	26,600.00
Costs of Issuance	70,000.00
Deposit to Net Cash Escrow Fund	3,226,162.05
Rounding Amount	2,237.95
<b>Total Uses</b>	<b>\$3,325,000.00</b>

**Flow of Funds Detail**

State and Local Government Series (SI/GS) rates for Date of OMP Candidates	3/31/2015
Net Cash Escrow Fund Solution Method	Net Funded
Total Cost of Investments	\$3,226,162.05
Interest Earnings @ 0.228%	6,675.45
Total Draws	\$3,232,837.50

**Issues Refunded And Call Dates**

2006 Bonds	5/01/2016
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**PV Analysis Summary (Net to Net)**

Net PV Cashflow Savings @ 2.717%(A/C)	349,347.94
Contingency or Rounding Amount	2,237.95
Net Present Value Benefit	\$351,585.89
Net PV Benefit / \$3,095,000 Refunded Principal	11.360%
Net PV Benefit / \$3,325,000 Refunding Principal	10.574%

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Refunding Summary**

Part 2 of 2

Dated 06/01/2015 | Delivered 06/01/2015

**Bond Statistics**

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Average Life	11.937 Years
Average Coupon	2.7462236%
Net Interest Cost (NIC)	2.8132423%
Bond Yield for Arbitrage Purposes	2.7169963%
True Interest Cost (TIC)	2.7983199%
All Inclusive Cost (AIC)	2.7169963%

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
11/01/2015	15,000.00	0.370%	33,260.83	48,260.83
05/01/2016	35,000.00	0.420%	39,885.25	74,885.25
11/01/2016	-	-	39,811.75	39,811.75
05/01/2017	145,000.00	0.760%	39,811.75	184,811.75
11/01/2017	-	-	39,260.75	39,260.75
05/01/2018	135,000.00	1.110%	39,260.75	174,260.75
11/01/2018	-	-	38,511.50	38,511.50
05/01/2019	145,000.00	1.380%	38,511.50	183,511.50
11/01/2019	-	-	37,511.00	37,511.00
05/01/2020	145,000.00	1.570%	37,511.00	182,511.00
11/01/2020	-	-	36,372.75	36,372.75
05/01/2021	150,000.00	1.750%	36,372.75	186,372.75
11/01/2021	-	-	35,060.25	35,060.25
05/01/2022	145,000.00	1.970%	35,060.25	180,060.25
11/01/2022	-	-	33,632.00	33,632.00
05/01/2023	145,000.00	2.120%	33,632.00	178,632.00
11/01/2023	-	-	32,095.00	32,095.00
05/01/2024	145,000.00	2.260%	32,095.00	177,095.00
11/01/2024	-	-	30,456.50	30,456.50
05/01/2025	150,000.00	2.370%	30,456.50	180,456.50
11/01/2025	-	-	28,679.00	28,679.00
05/01/2026	160,000.00	2.480%	28,679.00	188,679.00
11/01/2026	-	-	26,695.00	26,695.00
05/01/2027	160,000.00	2.610%	26,695.00	186,695.00
11/01/2027	-	-	24,607.00	24,607.00
05/01/2028	160,000.00	2.740%	24,607.00	184,607.00
11/01/2028	-	-	22,415.00	22,415.00
05/01/2029	170,000.00	2.820%	22,415.00	192,415.00
11/01/2029	-	-	20,018.00	20,018.00
05/01/2030	175,000.00	2.890%	20,018.00	195,018.00
11/01/2030	-	-	17,489.25	17,489.25
05/01/2031	175,000.00	2.950%	17,489.25	192,489.25
11/01/2031	-	-	14,908.00	14,908.00
05/01/2032	180,000.00	3.000%	14,908.00	194,908.00
11/01/2032	-	-	12,208.00	12,208.00
05/01/2033	190,000.00	3.040%	12,208.00	202,208.00
11/01/2033	-	-	9,320.00	9,320.00
05/01/2034	200,000.00	3.080%	9,320.00	209,320.00
11/01/2034	-	-	6,240.00	6,240.00
05/01/2035	200,000.00	3.110%	6,240.00	206,240.00
11/01/2035	-	-	3,130.00	3,130.00
05/01/2036	200,000.00	3.130%	3,130.00	203,130.00
11/01/2036	-	-	-	-
<b>Total</b>	<b>\$3,325,000.00</b>	-	<b>\$1,089,987.58</b>	<b>\$4,414,987.58</b>

**Town of Somers**  
**Putnam County, New York**  
**\$3,325,000 Refunding (Serial) Bonds, 2015**  
**Prevailing 'Aa' Rates plus 20 bps - 3.31.15**

## **Debt Service Schedule**

**Part 2 of 2**

### **Yield Statistics**

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Bond Year Dollars	\$39,690.42
Average Life	11.937 Years
Average Coupon	2.7462236%

Net Interest Cost (NIC)	2.8132423%
True Interest Cost (TIC)	2.7983199%
Bond Yield for Arbitrage Purposes	2.7169963%
All Inclusive Cost (AIC)	2.7169963%

### **IRS Form 8038**

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Net Interest Cost	2.7462236%
Weighted Average Maturity	11.937 Years

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Debt Service Comparison**

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/31/2015	48,260.83	2,756.25	51,017.08	71,675.00	20,657.92
12/31/2016	114,697.00	107,756.25	222,453.25	245,593.75	23,140.50
12/31/2017	224,072.50	-	224,072.50	245,500.00	21,427.50
12/31/2018	212,772.25	-	212,772.25	235,931.25	23,159.00
12/31/2019	221,022.50	-	221,022.50	241,256.25	20,233.75
12/31/2020	218,883.75	-	218,883.75	241,262.50	22,378.75
12/31/2021	221,423.00	-	221,423.00	241,056.25	19,623.25
12/31/2022	213,692.25	-	213,692.25	235,587.50	21,895.25
12/31/2023	210,727.00	-	210,727.00	229,962.50	19,235.50
12/31/2024	207,551.50	-	207,551.50	229,225.00	21,673.50
12/31/2025	209,135.50	-	209,135.50	228,262.50	19,127.00
12/31/2026	215,374.00	-	215,374.00	236,850.00	21,476.00
12/31/2027	211,302.00	-	211,302.00	230,100.00	18,798.00
12/31/2028	207,022.00	-	207,022.00	228,237.50	21,215.50
12/31/2029	212,433.00	-	212,433.00	231,037.50	18,604.50
12/31/2030	212,507.25	-	212,507.25	233,387.50	20,880.25
12/31/2031	207,397.25	-	207,397.25	230,400.00	23,002.75
12/31/2032	207,116.00	-	207,116.00	227,187.50	20,071.50
12/31/2033	211,528.00	-	211,528.00	233,525.00	21,997.00
12/31/2034	215,560.00	-	215,560.00	234,390.00	18,740.00
12/31/2035	209,370.00	-	209,370.00	229,737.50	20,367.50
12/31/2036	203,130.00	-	203,130.00	224,950.00	21,820.00
<b>Total</b>	<b>\$4,414,987.58</b>	<b>\$110,512.50</b>	<b>\$4,525,500.08</b>	<b>\$4,985,025.00</b>	<b>\$459,524.92</b>

**PV Analysis Summary (Net to Net)**

Gross PV Debt Service Savings	349,347.94
Net PV Cashflow Savings @ 2.717%(AIC)	349,347.94
Contingency or Rounding Amount	2,237.95
Net Present Value Benefit	\$351,585.89
Net PV Benefit / \$3,095,000 Refunded Principal	11.360%
Net PV Benefit / \$3,325,000 Refunding Principal	10.574%

**Refunding Bond Information**

Refunding Dated Date	6/01/2015
Refunding Delivery Date	6/01/2015

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Escrow Fund Cashflow**

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
06/01/2015	-	-	-	0.05	-	0.05
11/01/2015	68,890.00	0.100%	28.79	68,918.79	68,918.75	0.09
05/01/2016	3,157,272.00	0.230%	6,646.66	3,163,918.66	3,163,918.75	-
<b>Total</b>	<b>\$3,226,162.00</b>	-	<b>\$6,675.45</b>	<b>\$3,232,837.50</b>	<b>\$3,232,837.50</b>	-

**Investment Parameters**

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
	0.05
Cash Deposit	3,226,162.00
Cost of Investments Purchased with Bond Proceeds	\$3,226,162.05
Total Cost of Investments	
Target Cost of Investments at bond yield	\$3,154,757.59
Actual positive or (negative) arbitrage	(71,404.46)
Yield to Receipt	0.2282781%
Yield for Arbitrage Purposes	2.7169963%
State and Local Government Series (SLGS) rates for	3/31/2015

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Escrow Summary Cost**

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost	
<b>Escrow</b>									
11/01/2015	SLGS-CI	0.100%	0.100%	100.000000%	68,890	68,890.00	-	68,890.00	
05/01/2016	SLGS-CI	0.230%	0.230%	100.000000%	3,157,272	3,157,272.00	-	3,157,272.00	
<b>Subtotal</b>					-	<b>\$3,226,162</b>	<b>\$3,226,162.00</b>	-	<b>\$3,226,162.00</b>
<b>Total</b>					-	<b>\$3,226,162</b>	<b>\$3,226,162.00</b>	-	<b>\$3,226,162.00</b>

**Escrow**

Cash Deposit	0.05
Cost of Investments Purchased with Bond Proceeds	3,226,162.00
Total Cost of Investments	\$3,226,162.05

Delivery Date

6/01/2015

**Town of Somers**

Putnam County, New York

\$3,325,000 Refunding (Serial) Bonds, 2015

Prevailing 'Aa' Rates plus 20 bps - 3.31.15

**Summary Of Bonds Refunded**

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
<b>Dated 5/01/2006   Delivered 5/01/2006</b>							
2006 Bonds	05/01/2017	Serial	Coupon	4.250%	110,000	05/01/2016	100.000%
2006 Bonds	05/01/2018	Serial	Coupon	4.250%	105,000	05/01/2016	100.000%
2006 Bonds	05/01/2019	Serial	Coupon	4.250%	115,000	05/01/2016	100.000%
2006 Bonds	05/01/2020	Serial	Coupon	4.250%	120,000	05/01/2016	100.000%
2006 Bonds	05/01/2021	Serial	Coupon	4.250%	125,000	05/01/2016	100.000%
2006 Bonds	05/01/2022	Serial	Coupon	4.500%	125,000	05/01/2016	100.000%
2006 Bonds	05/01/2023	Serial	Coupon	4.500%	125,000	05/01/2016	100.000%
2006 Bonds	05/01/2024	Serial	Coupon	4.500%	130,000	05/01/2016	100.000%
2006 Bonds	05/01/2025	Serial	Coupon	4.500%	135,000	05/01/2016	100.000%
2006 Bonds	05/01/2026	Serial	Coupon	4.500%	150,000	05/01/2016	100.000%
2006 Bonds	05/01/2027	Serial	Coupon	4.500%	150,000	05/01/2016	100.000%
2006 Bonds	05/01/2028	Serial	Coupon	4.500%	155,000	05/01/2016	100.000%
2006 Bonds	05/01/2029	Serial	Coupon	4.500%	165,000	05/01/2016	100.000%
2006 Bonds	05/01/2030	Serial	Coupon	4.500%	175,000	05/01/2016	100.000%
2006 Bonds	05/01/2031	Serial	Coupon	4.500%	180,000	05/01/2016	100.000%
2006 Bonds	05/01/2032	Serial	Coupon	4.500%	185,000	05/01/2016	100.000%
2006 Bonds	05/01/2033	Serial	Coupon	4.500%	200,000	05/01/2016	100.000%
2006 Bonds	05/01/2034	Serial	Coupon	4.500%	210,000	05/01/2016	100.000%
2006 Bonds	05/01/2035	Serial	Coupon	4.500%	215,000	05/01/2016	100.000%
2006 Bonds	05/01/2036	Serial	Coupon	4.500%	220,000	05/01/2016	100.000%
<b>Subtotal</b>	-	-	-	-	<b>\$3,095,000</b>	-	-
<b>Total</b>	-	-	-	-	<b>\$3,095,000</b>	-	-

**Town of Somers**

Putnam County, New York

\$4,100,000 Public Improvement (Serial) Bonds, 2006

Prevailing 'Aa' Rates plus 25 bps - 9.27.13

**Debt Service To Maturity And To Call**

Part 1 of 2

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/01/2015	-	68,918.75	68,918.75	-	-	68,918.75	68,918.75
05/01/2016	3,095,000.00	68,918.75	3,163,918.75	-	5.250%	68,918.75	68,918.75
11/01/2016	-	-	-	-	-	68,918.75	68,918.75
05/01/2017	-	-	-	110,000.00	4.250%	68,918.75	178,918.75
11/01/2017	-	-	-	-	-	66,581.25	66,581.25
05/01/2018	-	-	-	105,000.00	4.250%	66,581.25	171,581.25
11/01/2018	-	-	-	-	-	64,350.00	64,350.00
05/01/2019	-	-	-	115,000.00	4.250%	64,350.00	179,350.00
11/01/2019	-	-	-	-	-	61,906.25	61,906.25
05/01/2020	-	-	-	120,000.00	4.250%	61,906.25	181,906.25
11/01/2020	-	-	-	-	-	59,356.25	59,356.25
05/01/2021	-	-	-	125,000.00	4.250%	59,356.25	184,356.25
11/01/2021	-	-	-	-	-	56,700.00	56,700.00
05/01/2022	-	-	-	125,000.00	4.500%	56,700.00	181,700.00
11/01/2022	-	-	-	-	-	53,887.50	53,887.50
05/01/2023	-	-	-	125,000.00	4.500%	53,887.50	178,887.50
11/01/2023	-	-	-	-	-	51,075.00	51,075.00
05/01/2024	-	-	-	130,000.00	4.500%	51,075.00	181,075.00
11/01/2024	-	-	-	-	-	48,150.00	48,150.00
05/01/2025	-	-	-	135,000.00	4.500%	48,150.00	183,150.00
11/01/2025	-	-	-	-	-	45,112.50	45,112.50
05/01/2026	-	-	-	150,000.00	4.500%	45,112.50	195,112.50
11/01/2026	-	-	-	-	-	41,737.50	41,737.50
05/01/2027	-	-	-	150,000.00	4.500%	41,737.50	191,737.50
11/01/2027	-	-	-	-	-	38,362.50	38,362.50
05/01/2028	-	-	-	155,000.00	4.500%	38,362.50	193,362.50
11/01/2028	-	-	-	-	-	34,875.00	34,875.00
05/01/2029	-	-	-	165,000.00	4.500%	34,875.00	199,875.00
11/01/2029	-	-	-	-	-	31,162.50	31,162.50
05/01/2030	-	-	-	175,000.00	4.500%	31,162.50	206,162.50
11/01/2030	-	-	-	-	-	27,225.00	27,225.00
05/01/2031	-	-	-	180,000.00	4.500%	27,225.00	207,225.00
11/01/2031	-	-	-	-	-	23,175.00	23,175.00
05/01/2032	-	-	-	185,000.00	4.500%	23,175.00	208,175.00
11/01/2032	-	-	-	-	-	19,012.50	19,012.50
05/01/2033	-	-	-	200,000.00	4.500%	19,012.50	219,012.50
11/01/2033	-	-	-	-	-	14,512.50	14,512.50
05/01/2034	-	-	-	210,000.00	4.500%	14,512.50	224,512.50
11/01/2034	-	-	-	-	-	9,787.50	9,787.50
05/01/2035	-	-	-	215,000.00	4.500%	9,787.50	224,787.50
11/01/2035	-	-	-	-	-	4,950.00	4,950.00
05/01/2036	-	-	-	220,000.00	4.500%	4,950.00	224,950.00
<b>Total</b>	<b>\$3,095,000.00</b>	<b>\$137,837.50</b>	<b>\$3,232,837.50</b>	<b>\$3,095,000.00</b>	<b>-</b>	<b>\$1,779,512.50</b>	<b>\$4,874,512.50</b>

**Town of Somers**

Putnam County, New York

\$4,100,000 Public Improvement (Serial) Bonds, 2006

Prevailing 'Aa' Rates plus 25 bps - 9.27.13

**Debt Service To Maturity And To Call**

Part 2 of 2

**Yield Statistics**

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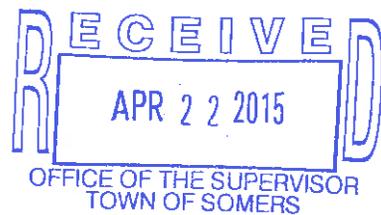
Base date for Avg. Life & Avg. Coupon Calculation	6/01/2015
Average Life	12.736 Years
Average Coupon	4.4854309%
Weighted Average Maturity (Par Basis)	12.736 Years

**Refunding Bond Information**

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Refunding Dated Date	6/01/2015
Refunding Delivery Date	6/01/2015

Magdalena  
ec - all  
4/22/15  
bwp



**TIM  
MILLER  
ASSOCIATES, INC.**

10 North Street, Cold Spring, NY 10516 (845) 265-4400 timmillerassociates.com

April 21, 2015

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

RE: **Landscape Architecture/Visual and Aesthetic Consulting Services,**  
Boniello Land and Realty, LTD - Somers Crossing SEQRA Review

Dear Mr. Morrissey:

This letter is submitted to request additional funds to continue our work on the review of the subject project with regard to landscape architecture and aesthetics. As you may be aware, our effort under proposal dated July 19, 2013, necessitated more work during the Scoping task than was originally anticipated and approved by the Town. (Our scope of work was subsequently expanded for review of certain other portions of the project EIS with our August 15, 2014 accepted proposal.)

The work under this request will concentrate on review of the applicant's site plan with the Planning Board and the Applicant as the Applicant advances the plan for the FEIS based on comments received on the DEIS plan. Our emphasis will relate to landscape architecture and visual/aesthetic issues of concern to the Town. I expect we will meet with the Planning Board and Applicant on May 14 and possibly a second meeting.

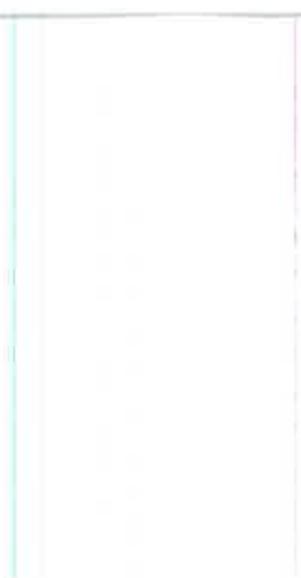
Total hours allocated to continue the landscape/aesthetics review of this project is 14.0 hours for a fee that would not exceed \$2100.00, including direct costs. The work under this proposal will be done in concert with our work under the prior accepted proposals.

Your signature below will serve as acceptance of this proposal. Feel free to contact me if you have any questions.

Sincerely,

Frederick Wells, RLA  
Senior Vice President  
TIM MILLER ASSOCIATES, INC.

Authorized to Proceed \_\_\_\_\_ Date \_\_\_\_\_



# BIBBO ASSOCIATES, L.L.P.

Consulting Engineers

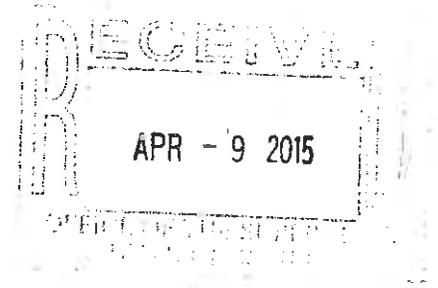
Joseph J. Buschynski, P.E.

Timothy S. Allen, P.E.

Sabri Barisser, P.E.

May  
Agenda  
EC - TA  
TB TC  
4/14/15  
BJS

April 3, 2015



Mr. Roland Baroni Esq.  
Stephens, Baroni, Reilly & Lewis  
175 Main Street  
White Plains, NY 10601-3105

NOTE:

Plans are on file in the  
Supervisor's office

Re: Dean's Bridge Associates, LLC  
Somers (T)  
Legal Filing

BJS

Dear Roland:

Per our conversation last week, please find the following attached for your review and processing for acceptance to the Town Board.

- 2 copies – Subdivision Plat (Filed Map No. 28278, 10/16/2009)
- 1 original/1 copy – Declarations of Easements, Reservations & Common Driveway, Declaration of Common Driveway & Utilities Easements, Lots 8.1 and 8.2, and Conservation Easement.

As discussed, it has come to our attention this subdivision plat was filed in 2009, but the legal agreements were never filed with the plat. It is my recollection that the documents were reviewed by the Town at the time of final subdivision approval, they were just not executed or filed.

Your assistance with an expedited review and forwarding to the Town Board for acceptance would be greatly appreciated.

Very truly yours,

Timothy S. Allen, P.E.

TSA/mme  
Enclosures

cc: Somers Planning Board (w/encls)  
Somers Town Board (w/encls)  
L. Adams (w/documents only)  
G. Roberts, Esq.  
File

Site Design ♦ Environmental

Mill Pond Offices · 293 Route 100, Suite 203 · Somers, NY 10589  
Phone: 914-277-5805 · Fax: 914-277-8210 · E-Mail: bibbo@optonline.net

**DECLARATIONS OF EASEMENTS,  
RESERVATIONS AND COMMON DRIVEWAY**

WHEREAS, DEANS BRIDGE ASSOCIATES, LLC (hereinafter "DECLARANT"), PO Box 309, Route 100, Somers, New York, 10589, is the owner of certain land situated in the Town of Somers, County of Westchester and State of New York, described as follows:

ALL those certain plots, pieces or parcels of land situate, lying and being in the Town of Somers, County of Westchester and State of New York and shown and designated as Lots 8.1, 8.2, and 8.3 inclusive, shown on a certain subdivision map entitled "Deans Bridge Associates, LLC" dated November 21, 2007 and filed in the Westchester County Clerk's office on October 16, 2009 as Map No. 28278. Identified on Tax Map as Section 17.08, Block 1, Lots 8.1, 8.2 and 8.3; and

NOW THEREFORE,

WHEREAS, Declarant has executed simultaneously herewith an instrument entitled "Declaration of COMMON DRIVEWAY AND UTILITY Easements LOTS 8.1 and 8.2" and particularly Paragraph "1" thereof, and

NOW THEREFORE, said DECLARANT does hereby declare the following restrictions, covenants, agreements, reservations and easements which shall run with the land in perpetuity and shall be binding upon, and inure to the benefit of, the DECLARANT, its successors and assigns, and all future owners of said Lots 8.1, 8.2, and 8.3 inclusive, together with the Right of Way within said above described Subdivision, and where stated herein, shall inure to the benefit of the Town of Somers, to wit:

**ARTICLE 1  
DEFINITIONS**

Wherever used in this Declaration, the words hereinafter listed shall mean:

APPROVING AGENT – The DECLARANT, its successors or assigns, or their duly appointed agent(s).

DECLARANT – Deans Bridge Associates, LLC, or its successors and assigns.

COMMON DRIVEWAY – Servicing Lots 8.1 and 8.2 as shown on the Map as defined herein and as more fully described in a document filed in the Office of the Clerk of the County of Westchester.

LOT – Lots No. 8.1, 8.2 and 8.3 as shown and delineated on said above mentioned Subdivision Map No. 28278.

MAP – Map No. 28278 on file in the Office of the County Clerk of Westchester County, New York.

MUNICIPALITY – The Town of Somers, New York.

OWNER – The owner or owners of any Lot, whether the DECLARANT or a Purchaser of Lots 8.1, 8.2 and 8.3.

PRIVATE DRIVEWAY – The driveway constructed by each Owner on such Owner's Lot from the Common Right of Way Driveway to and from Deans Bridge Road and including the driveway connection to the Common driveway within the Common driveway easement.

PURCHASER – Any contract purchaser of a Lot which is subject to this Declaration (Lots 8.1, 8.2 and 8.3 inclusive).

ROAD AREA – The entire width of the road within the Common Driveway Easement area as shown on the Map, as contrasted to the narrower width of the Traveled Way of the Road which is the paved surface of the Common driveway located within the easement area.

TRAVELED WAY – The pervious portion of the Common Driveway.

**ARTICLE 2**  
**“AS IS” SALES**

- A) Each Lot is sold by the DECLARANT in its "as is" condition on the date of the Contract of Sale, unless there is an agreement to the contrary in writing.
- B) DECLARANT makes no representation as to the accuracy of any surveyor's staking, and strongly recommend that a Purchaser employ a surveyor to stake out any proposed house prior to construction.

**ARTICLE 3  
DRIVEWAYS**

- A) The construction or improvements of any Private Driveway shall be solely the responsibility of each Owner.
- B) Each Owner shall be responsible for compliance with any municipal or state law, ordinance or regulation with respect to or affecting wetlands and the use of each Lot.
- C) Subject to the requirements set forth on the Filed Map, existing approvals and/or laws and regulations, each Owner shall make a good faith effort to locate, construct, grade and maintain his driveway so as not to interfere with existing natural or manmade drainage installations or with any designated drainage installations including compliance with the Storm Water Management Plan and Storm Water Pollution Prevention Plan filed with the Town of Somers and as shown on the Filed Map by notes or otherwise.
- D) Each Owner shall take title subject to the Storm Water Pollution Prevention Plan filed with the Town of Somers and specifically Sections 4.0, 4.1 and 4.2 of said Plan concerning storm water management practices including maintenance and inspection requirements and reporting as listed below.

**ARTICLE 4.0  
MAINTENANCE & INSPECTION REQUIREMENTS**

Maintenance and inspections are required in order to ensure the stormwater and erosion & sediment control practices are acting as designed. Inspections will be performed once a week and/or after ½" of rainfall during construction, and performed by a licensed professional engineer in the state of New York, or by a certified professional in erosion and sediment control. Upon completion of construction and the subsequent filing of the Notice of Termination, maintenance and inspections are expected to be minimal. Temporary and permanent maintenance and inspection requirements are further discussed below. Proper maintenance and inspections will ensure the longevity and effectiveness of the stormwater pollution prevention plan, and erosion and sediment control plan.

#### **ARTICLE 4.1 SHORT-TERM MAINTENANCE AND INSPECTION REQUIREMENTS**

Inspections performed during construction should verify all practices are functioning properly, correctly maintained, and accumulated sediment is removed from all control structures. Any accumulated sediment removed from control structures shall be mixed with in-situ soil for use as onsite fill. The inspector must also examine the site for any evidence of soil erosion, the potential for pollutants to enter the storm drain system, turbid discharge at all outfalls, and the potential for soil and mud to be transported on the public roadway at the site entrance. In addition to these general guidelines, the project plans will provide more specific erosion control guidelines, as well as a construction sequence to guide the contractor through the construction process. Discussed below are specific maintenance and inspection requirements for the temporary practices to be employed at the site.

During construction, the silt fence should be inspected to ensure correct installation. In addition, any accumulated sediment resulting in "bulges" in the silt fence should be removed and mixed with onsite soil. Any damaged or torn silt fence should be replaced.

The construction entrance should be checked to ensure no sediment is being deposited onto the public roadway. Should sediment be observed, it should be removed from the street, and the stone in the construction entrance replaced.

It should be noted great care should be taken to avoid directing sediment latent water towards the infiltration systems. In addition, the infiltration systems shall not be placed online until the entire tributary area has achieved final stabilization.

Once construction is completed and the site has been stabilized, a Notice of Termination shall be filed. At this point limited maintenance requirements are anticipated.

#### **ARTICLE 4.2 LONG-TERM MAINTENANCE AND INSPECTION REQUIREMENTS**

Once final stabilization is achieved, and construction complete maintenance and inspections will be limited to the infiltration systems. A copy of the Maintenance & Inspection Checklists from Appendix G of the New York State Stormwater Management Design Manual is included in the Appendix of this report to serve as a guide for maintaining and inspecting the infiltration systems.

On an annual basis the infiltration systems, catch basins, and diversion structures should be inspected for the following items, and if deficiencies observed, the appropriate measures performed. Inspections shall be performed by a qualified professional licensed in the State of New York. The inspection process, findings, and any maintenance performed shall be documented and an annual report submitted to the Town of Somers Planning and Engineering Department for review.

- Inspect catch basin, drain manhole, and diversion structure sumps for accumulated sediment. Any accumulated sediment should be removed and disposed of in an appropriate manor in accordance with local, state and federal regulations.

- Inspect filters in Cultec Stormfilter for accumulated sediment and debris. Filters should be washed in accordance with manufactures specifications or replaced if damaged.
- Inspect infiltration systems to ensure proper dewatering between rainstorm events.
- Inspect infiltration system for accumulated sediment. If sediment is present remove immediately, and inspect upstream structures for accumulated sediment.
- Inspect all outfalls for debris or dislodged stones. Remove debris and replace any missing stones.

#### **ARTICLE 5 EASEMENTS**

It is the intent of the DECLARANT that the Private Driveways be constructed and maintained in such a manner as to minimize the effect of development activity on the environment. Each Owner shall make a good faith effort to construct and maintain the Private Driveways to prevent excessive water accumulation, channeling of water run off, collecting of water from thaw from melting ice, flooding and standing water in general, and any resulting erosion and further including compliance with the Storm Water Pollution Prevention Plan filed with the Town of Somers and as delineated on such Filed Map by notes or otherwise.

#### **ARTICLE 6 EASEMENT FOR UTILITIES**

All utilities shall be installed underground, and DECLARANT reserves the right to grant easements to utility companies for the underground installation, relocation, repair and maintenance of electric lines, telephone lines, television cables, gas lines and water mains,

together with the right to construct, operate and permanently maintain electric and telephone underground conductors and other usual fixtures and appurtenances used and adapted for the transmission of electric current, gas and water, within any Road Area or Common Driveway Area in the vicinity of each lot line as shall be designated by the Utilities (i.e., electric, gas, cable, telephone) in their easement grant documents for such services. All construction activities in these easement areas shall include final restoration of the disturbed areas by the owners of Lot 8.1 and Lot 8.2.

#### **ARTICLE 7 THE COMMON DRIVEWAY**

The Common Driveway is described on the Map commencing at Deans Bridge Road at Lot 8.1 and continues as described therein. All reference herein to "Common Driveway" shall bind Lots 8.1 and 8.2 only, for ingress and egress by use of said Common Driveway.

The following provisions, conditions, easements and agreements shall govern the cooperative use and maintenance of the Common Driveway:

- A) Lots 8.1 and 8.2 hereby granted an easement and right of way to use the Common Driveway, each said Lot hereby being designated a "Participating Lot" with respect to the Common Driveway. Each such easement or right of way includes the Traveled Way of the Common Driveway and shall be for the purposes of ingress and egress from Deans Bridge road to a Lot and for the installation of utilities as defined herein.
- B) The costs incurred for any improvement or maintenance of the Common Driveway shall be shared equally by the Owners of all Participating Lots. The Purchaser of a "Participating Lot" will automatically assume an equal share of such cost. The cost of the snowplowing shall be paid by each lot Owner who has been issued a Building Permit for construction on said lot on a pro-rata basis.

C) It is the intention of this Declaration Agreement in general, and this ARTICLE 7 in particular, that the Common Driveway be at all times maintained by the Owners of Lots 8.1 and 8.2 being serviced thereby. Such expenses, to the extent same can be contemplated at this time shall include, for example purposes only, and shall in no manner constitute a limitation of such expenses as follows:

1. Periodic expenses for the removal of snow and ice of the Common Driveway, sanding, mowing and clean-up of the surrounding unpaved area, and repairs as required. The method of payment and the selection of the person to perform any such services or repairs shall be determined by the Owners of Lots 8.1 and 8.2.
2. Whether or not a building permit has been issued to a Lot Owner, the owners of Lots 8.1 and 8.2 shall comply with the requirements of Article 4 herein, and specifically relating and including storm water management practices and the maintenance costs associated therewith.

#### **ARTICLE 8 FUTURE SALE**

This Declaration shall run with the land in perpetuity, and bind all subsequent Owners of each of the Lots set forth on the Map unless the same shall be amended by all of the Owners of said Lots.

#### **ARTICLE 9 MISCELLANEOUS**

- (A) In the event legal proceedings are instituted to enforce this Agreement, the prevailing party or parties shall be entitled to reasonable legal fees, court costs and reimbursement of all reasonable expenses incurred.

- (B) The invalidation of any provision of this Declaration by a judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect. Any person or other entity who unsuccessfully seeks to amend or invalidate any part of this Declaration shall pay the reasonable attorney's fees and expenses of the DECLARANT or other defendants.
- (C) Any notice to be given herein shall be in writing and sent certified or registered mail and shall be deemed given upon posting thereof.

IN WITNESS WHEREOF, said DECLARANT have hereunto set its hand and seal this

13<sup>th</sup> day of March, 2015

DEANS BRIDGE ASSOCIATES, LLC

*Lenore M. Adams*  
By Lenore M. Adams,  
Managing Member

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

On the 13<sup>th</sup> day of March, in the year 2015, before me, the undersigned, personally appeared Lenore M. Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacities and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*George Hunter Roberts*  
Notary Public

**GEORGE HUNTER ROBERTS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02RO8595500**  
**Qualified in Westchester County**  
**My Commission Expires July 31, 2018**

**DECLARATION OF COMMON DRIVEWAY  
AND UTILITY EASEMENTS  
LOTS 8.1 AND 8.2**

This Declaration made on the date hereinafter set forth by *Deans Bridge Associates, LLC*, PO Box 309, Route 100, Somers, New York, 10589 (hereinafter referred to as the "Declarant").

WHEREAS, the Declarant is the owner of certain real property which is more fully described in Schedule A annexed hereto and made a part hereof and shown on a certain subdivision map entitled "Subdivision of Property to be known as 'Deans Bridge Associates, LLC,'" dated Nov. 21, 2007 and which was filed in the Westchester County Clerk's office, Division of Land Records on Oct. 16, 2009, as Map No.28278 (the "Subdivision Map"); and identified on the tax map as Section 17.08, Block 1, Lots 8.1 and 8.2.

WHEREAS, as a condition of the approval of such subdivision, the Planning Board of the Town of Somers has required that this Declaration be recorded in the Westchester County Clerk's Office, Division of Land Records; and

WHEREAS, the Declarant intends to convey individual parcels of real property ("Lots") shown on the Subdivision Plat; and

WHEREAS, in accordance herewith, certain Lots as hereinafter identified shall be held, transferred, conveyed and occupied subject to certain easements, conditions, covenants and restrictions as set forth herein; and

WHEREAS, the installation of any driveway to Lot 8.1 shall be restricted to the common driveway easement area and that the common driveway maintenance costs is to be shared equally by the owners of Lots 8.1 and 8.2 shall be limited to the driveway portion within the easement area; and

WHEREAS, Declarant has executed simultaneously herewith an instrument entitled "Declaration of Easements, RESERVATIONS and COMMON DRIVEWAY" and particularly therein on Article 7 "The COMMON DRIVEWAY".

NOW, THEREFORE, the Declarant represents and declares that certain of the Lots, as identified hereinafter, shall be held, transferred, conveyed, and occupied subject to the following easements, covenants and restrictions:

1. Common Driveway & Utility Easement. Lots 8.1 and 8.2 as shown on the Subdivision Map shall be subject to the following:
  - a) The Subdivision Map shows a certain driveway which is intended to provide access, ingress, egress, and utilities to Lots 8.1 and 8.2. The owner of lot 8.1 shall have an easement over lot 8.2 and the owner of lot 8.2 shall have an easement

over lot 8.1 as shown on the Subdivision Map (i) for access, ingress, and egress on, over, and under such driveway, in common with the other lot owner; (ii) for installation, maintenance, replacement and reconstruction of all utilities to serve lots 8.1 and 8.2, including, but not limited to gas, cable television, telephone, electrical power, sewer, water, and drainage; and (iii) to temporarily enter onto those portions of lot 8.1 and 8.2 which abut the driveway for necessary maintenance work to be done to the driveway, as described in Paragraph "b" below.

- b) The owners of Lots 8.1 and 8.2 shall each bear one-half of all the costs of maintenance, snow removal, repairs, and reconstruction to said driveway within the easement area ("Maintenance Work") and shall maintain the driveway in good order and repair.
- c) Determination of the Maintenance Work required to be performed, including the persons to perform the same and the manner in which such work is to be performed, shall be made by mutual agreement of the two Lot owners serviced by the driveway, each Lot owner to have a one-half interest in same. If the LOT OWNER should disagree as to what maintenance work is to be done, then in such event, the necessary maintenance work to be accomplished shall be determined by the Town Engineer of the Town of Somers as arbitrator of any such disagreement. The Declarant for Lots 8.1 and 8.2 owned by it, hereby covenants and each owner of either of said lots 8.1 and 8.2, by acceptance of a deed therefore, shall be deemed to covenant and agree to pay the charges imposed by this paragraph, and such charges, together with interest thereon at the maximum legal rate and the cost of collection thereof, including reasonable attorneys' fees, shall be a continuing and binding lien against each of Lot 8.1 and 8.2 and be the responsibility of the owner, his heirs, devisees, personal representatives, successors, and assigns, The obligation of the owner to pay such assessment, however, shall also remain as his personal obligation.
- d) If the charges are not paid within thirty (30) days after receipt of a request for payment by the other Lot owner, charges shall bear interest from the date of such request to the date paid at the highest rate permitted by law, and any Lot owner or owners serviced by the driveway may bring an action at law against the Lot owner(s) obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such charges, the cost of preparing and filing of a lien, if any, and of bring an action or proceeding to collect such charges, including interest, costs, and reasonable attorneys' fees.
- e) Upon the sale of either of Lot 8.1 and 8.2, the selling Lot owner shall mail to the other Lot owner by Registered or Certified Mail, Return Receipt Requested, notice that all charges imposed by Paragraphs b,c, and d, above are paid and that all liens created by the above obligations have been satisfied as of the date of closing. The notice shall be mailed no later than twenty (20) days prior to the date of closing and if no objection is received ten (10) days prior to the date of closing, then such lack of objection shall be conclusive evidence that all charges and all liens imposed by Paragraphs b, c, and d above have been paid and satisfied.

2. Miscellaneous

- a) Each grantee accepting a deed, lease, or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors, and assigns to observe, perform and be bound by this Declaration, and by the easements shown on the Subdivision Map and the explanatory notes thereto.
- b) Should any covenant, easement, or restriction herein contained, of any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be several and which shall remain in full force and effect.
- c) This Declaration shall run with the land.

13<sup>th</sup> IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this day of March, 2015

DEANS BRIDGE ASSOCIATES, LLC

Lenore M Adams  
By: Lenore M. Adams, Managing Member

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

On the 13<sup>th</sup> day of March, in the year 2015, before me, the undersigned, personally appeared Lenore M. Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacities and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

George Hunter Roberts  
Notary Public

**GEORGE HUNTER ROBERTS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02RO8595500**  
**Qualified in Westchester County**  
**My Commission Expires July 31, 2018**

SCHEDULE A

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Town of Somers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the Northwesternly side of Deans Bridge Road adjoining the Southeast corner of land now or formerly of James Marshall at a stone wall;

THENCE RUNNING along the Northeastly line of said land now or formerly of James Marshall and along the center line of said stone wall the following courses and distances:

North 47 degrees 14 minutes 40 seconds West 213 feet;  
North 45 degrees 48 minutes 40 seconds West 121 feet;  
North 49 degrees 18 minutes 10 seconds West 27.05 feet;  
North 46 degrees 7 minutes 40 seconds West 87.97 feet;  
to the Southeasterly side of Somerstown Turnpike or  
State Highway Route No. 100;

THENCE RUNNING along the Southeasterly side of Somerstown Turnpike or State Highway Route No. 100, the following courses and distances:

North 45 degrees 41 minutes 30 seconds East 53.33 feet;  
North 47 degrees 30 minutes 00 seconds East 64.85 feet;  
North 43 degrees 28 minutes 20 seconds East 62.08 feet;  
North 46 degrees 56 minutes 00 seconds East 155.01 feet;  
North 56 degrees 22 minutes 00 seconds East 42.66 feet;  
North 42 degrees 43 minutes 20 seconds East 150.29 feet;  
North 45 degrees 08 minutes 40 seconds East 95.02 feet;  
North 48 degrees 43 minutes 30 seconds East 30.03 feet;  
North 44 degrees 22 minutes 20 seconds East 117.05 feet;  
North 36 degrees 47 minutes 50 seconds East 42.07 feet;  
North 56 degrees 35 minutes 50 seconds East 23.89 feet;  
North 47 degrees 32 minutes 10 seconds East 31.00 feet;  
North 42 degrees 45 minutes 50 seconds East 51.11 feet;  
North 48 degrees 17 minutes 40 seconds East 61.04 feet;  
North 58 degrees 41 minutes 50 seconds East 70.54 feet;  
North 45 degrees 50 minutes 10 seconds East 14.04 feet;  
North 61 degrees 23 minutes 30 seconds East 71.72 feet;  
North 49 degrees 44 minutes 20 seconds East 18.32 feet;  
North 68 degrees 28 minutes 50 seconds East 22.22 feet;  
North 59 degrees 11 minutes 50 seconds East 32.01 feet;  
North 88 degrees 29 minutes 00 seconds East 3.40 feet;  
North 60 degrees 24 minutes 40 seconds East 133.99 feet;  
North 48 degrees 34 minutes 00 seconds East 10.23 feet;

RUNNING THENCE North 29 degrees 41 minutes 55 seconds West 23.62 feet to a point and lands now or formerly of Fogarty;

RUNNING THENCE South 25 degrees 21 minutes 50 seconds West 361.79 feet to a point where lands now or formerly of Carberry and Shor meet;

RUNNING THENCE South 33 degrees 51 minutes 30 seconds West 373.67 feet to a point and lands now or formerly of Frey;

RUNNING THENCE along lands now or formerly of Frey North 79 degrees 46 minutes 30 seconds West 85.01 feet to a point and thence continuing along lands now or formerly of Frey South 10 degrees 13 minutes 30 seconds West 402.35 feet to a point on the northwesterly side of Deans Bridge Road;

RUNNING THENCE along the same North 86 degrees 08 minutes 10 seconds West 2.24 feet; thence South 77 degrees 01 minutes 20 seconds West 23.60 feet; South 67 degrees 29 minutes 30 seconds West 61.00 feet; South 45 degrees 04 minutes 10 seconds West 45.78 feet; South 62 degrees 47 minutes 10 seconds West 11.46 feet and South 40 degrees 36 minutes 50 seconds West 99.38 feet to the point and place of BEGINNING.

## CONSERVATION EASEMENT

This conservation easement agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Deans Bridge Associates, LLC, PO Box 309, Route 100, Somers, New York, 10589, hereinafter called the "Grantor", and the Town of Somers with its offices located at 335 Route 202, Somers, New York, hereinafter called the "Grantee".

WHEREAS the Grantor is the owner in fee of real property located in the Town of Somers, Westchester County, New York known and designated on the tax map of the Town of Somers as Section 17.08, Block 1, Lots 8.1, 8.2 and 8.3, totaling approximately 9.77 acres, and a portion thereof more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter known as the "Property"; comprising the legal description of such portion of the property subject to the easement consisting of 4.637 acres, more or less, and

WHEREAS the Grantee is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York, and is thereby qualified to be the grantee of conservation easements; and

WHEREAS the Property consists of some wetlands on the south western portion of Lot 8.1 along Somerstown Turnpike and a wetland buffer area on Lot 8.3 and further that Lots 8.1, 8.2 and 8.3 contain moderately steep slopes along the Somerstown Turnpike with woodlands and wetlands thereon, and

WHEREAS the Property provides evidence of a habitat for and possible breeding area for the Eastern Box Turtle, a species of concern in Westchester County, and

WHEREAS conservation of the Property, subject to the terms of this easement, will yield significant benefits to the public by preserving open space including the scenic and historic quality of the Somerstown Turnpike, preserve wetlands, and preserve the integrity of the steeply sloped areas; and

WHEREAS the Grantor desires to give up development rights in said easement area and further preserve and protect the conservation values described herein by encumbering the Property with a conservation easement pursuant to the provisions of New York Conservation Law, Article 49, Title 3; and

WHEREAS the Grantee agrees to accept this conservation easement and to honor the intentions of the Grantor as stated herein and to preserve and protect the Property in perpetuity according to the terms of this easement for the benefit of this and future generations.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants terms, conditions, and restrictions contained herein, the Grantor hereby voluntarily grants and

conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this easement to set forth the permitted uses and maintenance of such lands as hereinafter delineated in detail.

2. Prohibited Uses and Restrictions. Any activity on or use of the property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the generality of the foregoing provision, the following restrictions specifically apply to the property;

- a. No building, fence, wall, hedge, roadway or other structure shall be erected or maintained within the Conservation Easement Area nor shall any change or other disturbance of the natural conditions be permitted including but not limited to quarrying, surface or subsurface mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue code.
- b. No dumping or storage of ashes, non-composted organic waste, sewage, garbage, or any toxic or offensive materials shall be allowed on the Property.
- c. No more than de minimus recreational activities may be conducted on the Property.
- d. Notwithstanding any other restriction contained herein, the owner of the Property (or any relevant part thereof) or the Grantee may take such actions with respect to the Property as are necessary to protect the health and safety of the public and the persons using the Property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to afford the required protection.

3. Rights Conveyed to Grantee. To accomplish the purposes of this easement, the following rights are conveyed to the Grantee by this easement.

The following three paragraphs are included and reserved also unto Grantor for said easement as part of the grant to Grantee as follows:

- a. The right to preserve and protect the conservation values of the Property.
- b. The right to enter upon the Property at reasonable times in order to monitor compliance and otherwise enforce the terms of this easement. Grantee shall provide Grantor or Grantor's successors, reasonable notice of such entry unless Grantee determines that immediate entry is required to prevent, terminate or mitigate violation of this easement.
- c. The right to prevent any activity on, incursion into, or use of the property that is inconsistent with the purposes of this easement, and to require the restoration of such areas or features of the property that are damaged by any inconsistent activity or use pursuant to the remedies set forth in section 6 herein.

- d. The right, but not the obligation, to cut, remove and plant trees to the extent necessary to maintain and/or improve the health of such wetlands and other natural habitat on the Property.

4. **Reserved Grantor's Rights.** Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights accruing from its ownership of the Property, including, without limitation, the right to sell or transfer the Property, as owner, subject to the restrictions and covenants set forth in this easement; and the right to engage in, or permit others to engage in, all uses of the property that are not expressly prohibited herein and are not inconsistent with In addition, any other provision of this easement to the contrary notwithstanding, Grantor specifically reserves for itself and its successors in interest with respect to the Property, and they shall enjoy, the following rights with respect to the Property:

Grantor specifically reserves the right to control access to the property except that specifically granted to Grantee for purposes of monitoring compliance with this easement, and no right of access to the general public to any portion of the Property is conveyed by this easement.

5. **Extinguishment of Development Rights.** By this Conservation Easement, Grantor grants and donates to Grantee all remaining development rights that are now or hereafter may be allocated to, implied, reserved or inherent in the Property, and all parties agree that all such development rights are terminated and extinguished as a result of such grant and donation.

6. **Enforcement.**

- a. **Notice.** If Grantee determines that a violation of this easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand that corrective action sufficient to cure the violation be taken. Where the violation involves injury to the property resulting from any use inconsistent with the terms or the purpose of this conservation easement, Grantee shall demand that Grantor restore the Property to its prior condition in accordance with a plan approved by the Grantee.
- b. **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice of a violation from Grantee, or, where the violation cannot reasonably be cured within a 30 day period, Grantor fails to begin curing such violation within a 30 day period, or Grantor fails to diligently continue to cure such violation until it is cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the property to the condition that existed prior to any such injury.

- c. **Damages.** Grantee shall be entitled to recover damages for a violation of the terms of this easement or for injury to any of the conservation values protected by this easement, including, without limitation, damages for loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefore, Grantee may, in its sole discretion, apply any damages recovered to the costs of undertaking any corrective action on the Property.
- d. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under Section 6 without prior notice to Grantors or without waiting for the period for cure to expire.
- e. **Costs of Enforcement.** All reasonable costs of enforcing the terms of this easement against Grantor, including but not limited to the costs and expenses of legal action, reasonable attorney's fees, and any costs involved in the restoration of the Property resulting from Grantor's violation of the terms of this easement, shall be borne by Grantor unless Grantor ultimately prevails in judicial enforcement, in which case each party shall bear its own costs. Grantor and Grantee agree that in the event of any dispute, they shall first proceed with mediation to resolve such dispute and the parties shall equally share the cost thereof.
- f. **Forbearance.** Forbearance or delay by Grantee in the exercise of any of its rights to enforce this easement or to exercise any right granted to it under this easement shall not be deemed a waiver of such rights or of any of the terms of the easement. Grantors hereby waive any defense of laches, estoppel or prescription.
- g. **Acts Beyond Grantor's Control.** Grantee shall have no cause of action under this easement against Grantor for injury or damage to the property which is beyond Grantor's control, including, without limitation, flood, fire, wind, storms, or earth movement, or from any prudent action taken by Grantor, under emergency conditions, to prevent, abate, or mitigate significant injury to the Property or adjacent properties from such causes.

7. **Notices and Approvals.** Grantor agrees to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this conservation easement. Grantor further agrees to notify Grantee of any conveyance, lease or transfer of the Property, such notice to be given in writing at least twenty (20) days in advance of such conveyance, lease or transfer. The failure to give such notice shall not, however, invalidate the conveyance, lease or transfer. When Grantee's or Grantor's approval is required for any action or activity allowed by this easement to be taken only with approval, such approval shall be in writing and signed by both parties to this easement agreement or their successors. Any notice required by this easement shall be deemed given when received or three days after being mailed by certified or registered mail, return receipt requested, postage prepaid, properly addressed

as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above; (c) if to any subsequent owner, at the address provided by notice to Grantee of transfer of the property as required by this paragraph. Any party may change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this paragraph.

8. **Costs and Liabilities.** Grantors shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor shall remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this easement, and all such construction and other such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of all liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this easement, and shall furnish Grantee with evidence of such payment upon request.

10. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge that no substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, or polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed or, deposited, abandoned, or transported in, on, from, or across the Property;

11. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

12. Grantors and the Property are in compliance with all federal, state, and local laws, regulations and requirements applicable to the Property and its use to the extent applicable for purposes of this easement;

13. There is no threatened or pending litigation in any way affecting, involving, or related to the Property;

14. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there

exist any facts or circumstances that the Grantors might reasonable expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; and

15. If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now, or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or to the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case the Grantee shall be responsible therefore.

16. Amendment. This conservation easement may be amended upon the written consent of Grantee and Grantor; provided that no amendment may alter the restrictions on use or permitted structures, nor shall it allow subdivision that is inconsistent with the purposes of this conservation easement, nor shall it in any way limit the perpetual duration of this easement. Any such amendment, variance or waiver shall be consistent with the basic purposes of this conservation easement and shall comply with Article 49, Title 3, of the Environmental Conservation Law, and Section 170(h) of the Internal Revenue Code. Any such amendment, variance or waiver that does not comply with Article 49 or Section 170(h) shall be void and of no force or effect. Any amendment shall be in writing and shall be recorded in the official records of the County of Westchester, State of New York.

17. Recordation. Grantee shall record this instrument in a timely fashion in the official records of Westchester County, New York State, and may re-record it at any time as may be required to preserve its rights in this easement.

18. Assignment. Grantee's rights and obligations under this conservation easement may be assigned only to an organization that is a qualified organization under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable) and is a not-for-profit conservation corporation or other entity authorized to take title to a conservation easement under New York Environmental Conservation Law, Article 49, Title 3, and which agrees to continue to carry out the conservation purposes of this conservation easement. Any assignee other than a governmental unit must be an entity able to enforce this conservation easement, having purposes similar to those of Grantee and which encompass those of this conservation easement. Grantee agrees to provide Grantor notice of any assignment pursuant to paragraph 7 herein, 20 days prior to any assignment. Failure to provide such notice prior to assignment shall not affect the validity of the assignment, nor shall it impair the validity of this easement or limit its enforceability in any way. Grantor expressly reserves the right to assign to a specific third party in the event that the Grantee ceases to exist or is unable to continue to carry out its responsibilities under this easement.

19. Subsequent transfers. Any subsequent conveyance of any interest in the Property, including, without limitation, transfer, lease or mortgage, shall be subject to this conservation easement, and any deed, lease, mortgage or other instrument evidencing or

effecting such conveyance shall contain language substantially as follows: "This instrument is subject to a Conservation Easement which runs with the land and which was granted to the \_\_\_\_\_, by instrument dated \_\_\_\_\_, 20 \_\_\_\_ and recorded in the office of the Clerk of Westchester County under Control Number \_\_\_\_\_ dated \_\_\_\_\_." The failure to include such language in any deed or instrument shall not affect the validity or enforceability of this conservation easement.

20. **Binding Effect.** The provisions of this conservation easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this conservation easement, the term "owner" includes the owner of any beneficial equitable interest in the Property or any portion thereof; the term "Grantor" includes the original Grantor, his, her or their heirs, successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding the foregoing, upon any transfer of title, the transferor shall cease being a Grantor or owner for purposes of this conservation easement and shall have no further responsibility or liability hereunder for acts done or conditions arising thereafter, but the transferor shall remain liable for earlier acts and conditions. The obligations imposed on Grantor by this agreement shall be joint and several.

21. **Extinguishment.** If circumstances arise in the future that make the purpose of this easement impossible to accomplish, and if this Easement or any of its restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. For such purposes only, Grantor agrees that the donation/conveyance of this Conservation Easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this conservation easement.

22. **Condemnation.** If all or any part of the property is taken by the exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantors or Grantees in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share

of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in paragraph 16.

23. Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this conservation easement, which may be reasonably necessary to carry out its provisions or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3, of the Conservation Law or any regulations promulgated pursuant thereto.

24. Severability. Invalidation of any provision of this conservation easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

25. Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument which is necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes", such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written above.

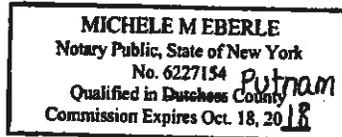
GRANTOR: Deans Bridge Associates, LLC, by *Lenore M. Adams*, a member.

GRANTEE: Town of Somers, by \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF ~~NEW YORK~~ Westchester

On the 3<sup>rd</sup> day of April, in the year 2015, before me, the undersigned, personally appeared Lehore M. Adams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Michele M. Eberle  
Notary Public



STATE OF NEW YORK  
COUNTY OF NEW YORK

On the \_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

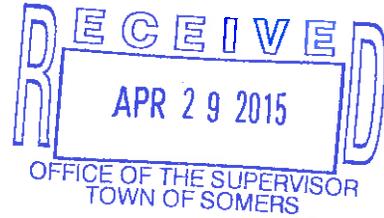
\_\_\_\_\_  
Notary Public

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

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

**Steven Ralston**  
**Superintendent**

**April 29, 2015**



**To: Town Board**

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

**Re: Request for Approval**

Bids for Summer Camp trip transportation were opened in the Town Clerk's office on Tuesday, April 28, as follows;

**Baumann & Sons Buses Inc. \$8,195.00**

**Royal Coach Lines Inc. \$8,405.00**

Request that the bid be awarded to Baumann & Sons Buses Inc., lowest responsive bidder. The bid amount is for one bus to each destination. All bids were received with the understanding that more than one bus may be required on several occasions.

Original bids have been filed with the Town Clerk, as well as a list of companies that the bid proposal was sent to.

**C: Park Board**  
**Director of Finance**  
**Town Clerk**  
**Town Attorney**

*EC -  
TBTC/TA  
4/29/15  
WR*

**Somers Department of Parks & Recreation**

PO Box 46 Somers, New York 10589

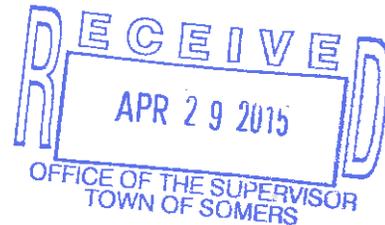
OFF: (914)-232-8441

FAX: (914)-232-8548

**Steven Ralston**  
Superintendent



April 29, 2015



To: Town Board

From: Steven Ralston <sup>A</sup>  
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to hire the following, as Seasonal Maintenance Worker at \$11.00 per hour.

Tyler Silva

Following approval, I will forward all necessary paperwork and tax information to the Finance Office.

C: Town Clerk  
Park Board  
Director of Finance

**RESOLUTION OF THE TOWN OF SOMERS AUTHORIZING THE (*Supervisor*) TO SUBMIT AN APPLICATION AND ENTER INTO AN INTERMUNICIPAL/DEVELOPER AGREEMENT FOR A HOUSING IMPLEMENTATION FUND GRANT FROM WESTCHESTER COUNTY IN SUPPORT OF THE FAIR AFFORDABLE HOUSING DEVELOPMENT TO BE LOCATED AT 16 ROUTE 6.**

**WHEREAS**, Westchester County (the “County”) has established a Housing Implementation Fund to provide infrastructure and other improvements to encourage and support the development or preservation of affordable housing; and

**WHEREAS**, The Kearney Realty and Development Group Inc., or its successor (the “Developer”) proposes to construct an affordable affirmatively furthering fair housing rental development and related amenities at Hidden Meadows at Somers, 16 Route 6 (the “Development”) in the Town of Somers (the “Town”); and

**WHEREAS**, in order to make the proposed development viable, infrastructure must be constructed, including, but not limited to: stormwater management, extension of sewer lines and other related work, the (“Infrastructure Improvements”), as more fully set forth in a schedule of work; and

**WHEREAS**, the completion of the Development requires the assistance from the Westchester County Housing Implementation Fund, (“HIF”) to subsidize the cost of the Infrastructure Improvements in order to assure affordability of the Development and to improve the sewer infrastructure related to the site of the Development and nearby properties; and

**WHEREAS**, the Town desires the HIF assistance from the County for the Development and will enter into an Intermunicipal/Developer Agreement (IMDA) with the County and the Developer; and

**WHEREAS**, pursuant to the IMDA, the construction of the Infrastructure Improvements shall be performed through a competitive public bid by the Town pursuant to Section 103 of the General Municipal Law; and

**WHEREAS**, pursuant to the IMDA, the County shall, if needed, be granted temporary easements for the area(s) upon which the Infrastructure Improvements shall be constructed; and

**WHEREAS**, prior to the commencement of construction of the Development, the County will record a Declaration of Restrictive Covenants which will require that the units to be constructed in the Development will be affordable to households with incomes at or below 50% and 60% of the County Area Median Income for a period not less than 50 years; and

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**WHEREAS**, it is recognized that Chapter 298 of the Westchester County Code requires that 40% of the units which benefit from HIF funded infrastructure improvements must be affordable units as defined by the County unless an exception is specifically requested by the municipality; and

**WHEREAS**, the Town of Somers requests the County's consideration of funds for this sewer line improvement recognizing that approximately 30% of the units in the area will benefit from these improvements; and

**WHEREAS**, it is understood that the Town will be responsible for the maintenance of the Infrastructure Improvements.

**NOW THEREFORE BE IT RESOLVED**, that the (Supervisor) is hereby authorized to submit an application to Westchester County for a Housing Implementation Fund grant for the Development in an amount not to exceed \$ \_\_\_\_\_; and

**BE IT FURTHER RESOLVED** that (Supervisor) is authorized to enter into an IMDA with Westchester County and the Developer and take all necessary steps to facilitate and implement the terms of the IMDA and the scope of work appended to such agreement.

OPEN SPACE COMMITTEE

Telephone  
(914) 277-5582  
Fax  
(914) 277-3790

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

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

MICHAEL BARNHART  
CHAIRMAN

SC-TB TC  
TA 4/22/15  
MB



**MEMO TO:** Town Board

**FROM:** Open Space Committee

**RE:** 0 Juniper Drive

**DATE:** April 22, 2015

On April 16, 2015, at our monthly meeting, the Open Space Committee reviewed a request for the donation of 0 Juniper Drive and has no objection.

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) 277-5366  
Fax  
(914) 277-4093

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



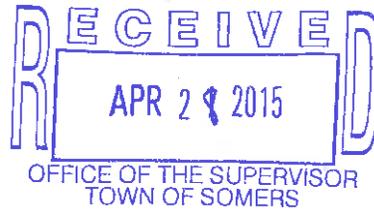
Suzette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: April 27, 2015

To: Town Board

From: Steven Woelfle *SW*  
Engineering Department

RE: Request to Donate  
0 Juniper Drive  
TM: 5.15-3-4  
Lot Size = .08 Acres/3,600 s.f



Pursuant to the Town Board Resolution dated March 17, 2015 regarding the above-mentioned subject, this office has no comment.

SW/wg

cc: Town Clerk

Z:\PE\General files\Donation of Land\0 Juniper Drive.doc

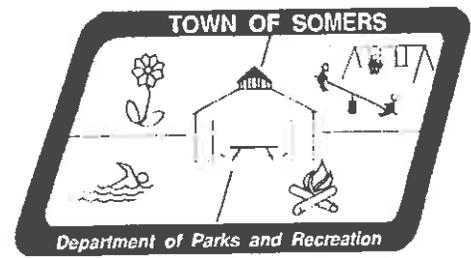
# Somers Parks & Recreation Board

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

**James Papa**  
Chairman



**TO:** Town Board

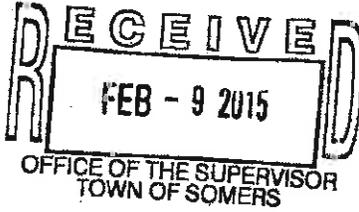
**FROM:** Jim Papa, Chairman - Parks and Recreation Board

**RE:** 0 Juniper Drive

**DATE:** April 30, 2015

At the monthly April 22, 2015 meeting, the Parks and Recreation Board discussed the donation of 0 Juniper Drive. We are not interested in this property.

2/17/15  
SC -  
TB TC TA  
March Agenda



Town of Somers  
335 Route 202  
Somers, NY 10598

Attention: Mr. Rick Morrissey, Supervisor

Re: Donation to Town of Somers

Dear Mr. Morrissey:

I am currently the owner of a parcel of residential land in the town of Somers, which I would like to donate to the town. My wife, who is deceased, and I have owned the land for over thirty year would like to take this opportunity to donate the below listed parcel of Land to the town of Somers.

The parcel ID is:

Parcel ID: 5.15-3-3 - *correct parcel I.D. is 5.15-3-4*  
Location: 0 Juniper Drive  
Area: Frontage: 41.00, Depth 100.00  
Use Code: 311 - Res vacant Land

Upon transfer of the parcel to the town of Somers, I would be released from all future tax liability for the parcel, as of the date of transfer.

Please contact me so that we can begin the necessary steps, to complete the donation.  
Thank you for your review and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Norbert Lucas".

Norbert Lucas



One Inch = 100 Feet

Feet 50 100 150 200 250 300

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**GOVERNMENT EFFICIENCY PLAN CERTIFICATION A**

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**TO:** LAWRENCE SOULE, WESTCHESTER COUNTY BUDGET DIRECTOR  
**FROM:** [YOUR NAME]  
**SUBJECT:** CHIEF EXECUTIVE OFFICER OR BUDGET OFFICER CERTIFICATION A  
**DATE:** [CLICK TO SELECT DATE]  
**CC:** [NAME]

---

I (name and title) herby certify that the (name of local government) agrees to undertake its best efforts to fully implement by the end of the local fiscal year beginning in 2017 the cooperation agreements, mergers, efficiencies and/or shared services specified in this plan.

Signature \_\_\_\_\_

Date \_\_\_\_\_

[MUNICIPALITY OR DISTRICT]

[TITLE]

[PHONE NUMBER]

[EMAIL ADDRESS]

Westchester County Department of Budget

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**GOVERNMENT EFFICIENCY PLAN CERTIFICATION B**

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**TO:** LAWRENCE SOULE, WESTCHESTER COUNTY BUDGET DIRECTOR  
**FROM:** [YOUR NAME]  
**SUBJECT:** CHIEF FINANCIAL OFFICER CERTIFICATION B  
**DATE:** [CLICK TO SELECT DATE]  
**CC:** [NAME]

---

I (name and title) do hereby certify that it is my professional opinion that full implementation by the end of the local fiscal year beginning in 2017, of the cooperation agreements, mergers, efficiencies and/or shared services that are to be taken by (name of local government) as specified in this plan will result in the savings set forth in this government efficiency plan.

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

[MUNICIPALITY OR DISTRICT]

[TITLE]

[PHONE NUMBER]

[EMAIL ADDRESS]

Westchester County Department of Budget

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**GOVERNMENT EFFICIENCY PLAN CERTIFICATION C**

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**TO:** LAWRENCE SOULE, WESTCHESTER COUNTY BUDGET DIRECTOR  
**FROM:** [YOUR NAME]  
**SUBJECT:** CHIEF FINANCIAL OFFICER CERTIFICATION C  
**DATE:** [CLICK TO SELECT DATE]  
**CC:** [NAME]

---

I (name and title) do hereby certify that it is my professional opinion, that full implementation of the cooperation agreements, mergers, efficiencies and/or shared services as specified for all of the local government units that are signatories to this plan will result in savings of at least one percent of the tax levies for fiscal years beginning in 2014 for all local government units that are signatories to such plan, in each of the fiscal years beginning in 2017, beginning in 2018 and beginning in 2019.

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

[MUNICIPALITY OR DISTRICT]

[TITLE]

[PHONE NUMBER]

[EMAIL ADDRESS]

Westchester County Department of Budget

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## Municipalities and Districts Joining with Westchester County

County	Cities	Towns	Villages	Fire Districts	Libraries	
Westchester	Peekskill	Bedford	Bronxville	Bedford Hills	Harrison	
	Rye	Cortlandt	Harrison	Bedford Village	Pound Ridge	
		Eastchester	Mamaroneck	Croton Falls		
		Harrison	Mt. Kisco	Fairview		
		Lewisboro	Portchester	Hartsdale		
		Mamaroneck	Rye Brook	Katonah		
		Mt. Pleasant	Scarsdale	New Castle #1		
		North Castle	Tuckahoe	North Castle #2		
		North Salem		North Castle #1 South		
		Pound Ridge		Pound Ridge		
		Somers		Purchase		
		Yorktown		Somers		
				South Salem		
				Thornwood		
				Valhalla		
				Vista		
				Yorktown		
	<b>Total Tax Levy = \$1,136,581,600 Savings Requirement = \$11,365,816</b>					

## Consolidated Government Efficiency Plan

Action Name	Type of Action	Action Category	Implementation Date	Involve other		Signatories	2017	2018	2019						
				Entities	Entities										
EOHWC - various projects for phosphorus reductions	CA	Other	1/1/2012	Yes	other LGs	Bedford	143,343	149,077	151,841						
						Cortlandt	51,639	53,705	54,701						
						Lewisboro	158,034	164,355	167,403						
						Mount Kisco	83,246	86,576	88,181						
						North Castle	4,452	1,630	4,716						
						North Salem	85,027	88,428	90,067						
						Pound Ridge	42,291	43,982	44,798						
						Somers	222,583	231,486	235,779						
						Yorktown	240,389	250,005	254,641						
						Mutual Aid Agreement with fire districts	SS	Police and Fire	1/1/2013	Yes	other LGs	Bedford Hills FD	102,500	102,500	102,500
												Bedford Village FD	102,500	102,500	102,500
												Fairview FD	213,128	213,128	213,128
												Harrison FD	200,000	200,000	200,000
Hartsdale FD	254,429	254,429	254,429												
Katonah FD	102,500	102,500	102,500												
Purchase FD	211,713	211,713	211,713												
Valhalla FD	200,000	200,000	200,000												
West Harrison FD	211,713	211,713	211,713												
Yorktown FD	162,500	162,500	162,500												
South Salem FD	45,500	45,500	45,500												
Thornwood FD	35,000	35,000	35,000												
Croton Falls FD	30,750	30,750	30,750												
Pound Ridge FD	37,500	37,500	37,500												
Vista FD	20,000	20,000	20,000												
Position re-organization and consolidation	E	General Government	1/1/2012	No		Westchester County	28,288,932	28,288,932	28,288,932						
New health insurance contributions	E	Employee Benefits	1/1/2012	No		Westchester County	4,017,102	4,258,128	4,513,615						
DoC adjusted salary scale	E	Employee Benefits	5/3/2012	No		Westchester County	3,228,210	4,254,300	4,819,555						
Westchester County Department of Budget									5/1/2015						

## Consolidated Government Efficiency Plan

Action Name	Type of Action	Action Category	Implementation		Signatories	2017	2018	2019
			Date	Involve other Entities				
DSS Front-end detection systems	E	Social Services	1/1/2013	No	Westchester County	7,301,417	7,301,417	7,301,417
i-Park rent savings	E	General Government	1/1/2015	No	Westchester County	1,000,000	1,000,000	1,000,000
Restructure insurance program and change broker	E	General Government	1/1/2014	No	City of Peekskill	224,311	224,311	224,311
Moved police retirees to self insured plan	E	Employee Benefits	3/1/2012	No	City of Rye	169,536	169,536	169,536
LED street light conversion	E	Utilities	1/1/2016	No	City of Rye	156,653	156,653	156,653
City Hall HVAC upgrade	E	Utilities	1/1/2016	No	City of Rye	8,636	8,636	8,636
Include tax-exempt properties to pay in hydrant fees	E	Utilities	1/1/2016	No	City of Rye	290,376	296,184	302,107
Used Lightpath for phone services	E	General Government	10/1/2014	No	Town of Harrison	50,000	-	-
Replacing phone equipment w/ contract renewal	E	General Government	10/1/2014	No	Town of Harrison	14,800	-	-
Phone line efficiencies	E	General Government	10/1/2014	No	Town of Harrison	4,620	4,620	4,620
Sanitation consolidation	E	Sanitation	1/1/2013	No	Village of Harrison	276,987	276,987	276,987
Building department consolidation	E	General Government	1/1/2012	No	Town of Harrison	281,279	281,279	281,279
Library position consolidation and alteration	E	General Government	1/1/2014	No	Harrison Public Library	63,889	63,889	63,889
Intermunicipal agreement with NYSDOC	CA	Utilities	1/1/2014	Yes other LGs	Town of Bedford	395,283	395,283	395,283
Health Care contributions w/ new contract for Teamsters	CA	Other	1/1/2014	No	Town of Bedford	54,877	54,877	54,877
Replaced active duty police officer w/ retired for DARE	E	Public Safety	1/1/2015	Yes other SDs	Town of Cortlandt	32,000	32,000	32,000
Westchester County Department of Budget								5/1/2015

## Consolidated Government Efficiency Plan

Action Name	Type of Action	Action Category	Implementation		Signatories	2017	2018	2019
			Date	Involve other Entities				
Postage and Printing changes to recreational publications	E	Culture & Recreation	1/1/2017	No	Town of Cortlandt	25,000	25,000	25,000
Contracting out social work	E	Social Services	9/1/2014	No	Town of Cortlandt	45,000	45,000	45,000
Consolidated two departments - eliminated 1 FT position	E	General Government	1/1/2015	No	Town of Cortlandt	15,000	15,000	15,000
Consolidated legal & financial oversight services	E	General Government	1/1/2015	No	Town of Cortlandt	10,000	10,000	10,000
Remove payphones & allow land line usage	E	General Government	1/1/2017	No	Town of Cortlandt	4,000	4,000	4,000
Consolidated bus routes for summer camp program	E	Culture & Recreation	1/1/2017	No	Town of Cortlandt	12,000	12,000	12,000
Negotiated lower starting salaries for laborer position	E	Highway	9/1/2014	No	Town of Cortlandt	51,000	51,000	51,000
Personnel Consolidations	E	General Government	1/1/2012	No	Town of Lewisboro	183,733	188,256	192,898
PBA Health Care Arbitration	E	Police and Fire	7/8/2014	No	Town of Mt. Pleasant	111,300	119,995	129,371
Retirement Incentive	E	General Government	1/1/2015	No	Town of Mt. Pleasant	18,915	16,922	14,952
SaniPro Refuse Collection rate change	E	Sanitation	12/4/2013	No	Town of North Castle	617,551	606,799	581,279
Police position consolidation	E	Police and Fire	12/16/2014	No	Town of North Castle	220,153	219,930	221,432
CBA Savings	E	Employee Benefits	6/15/2014	No	Town of North Castle	237,904	239,526	239,644
Library position consolidation	E	Culture & Recreation	4/8/2015	No	Town of North Castle	108,679	111,939	115,297
Supervisor salary savings	E	General Government	12/12/2012	No	Town of North Castle	59,208	59,208	59,208
Medical buyout savings - insurer of last resort	E	Employee Benefits	6/27/2012	No	Town of North Castle	30,923	32,469	34,092

## Consolidated Government Efficiency Plan

Action Name	Type of Action	Action Category	Implementation		Signatories	2017	2018	2019
			Date	Involve other Entities				
Switching recreation camp buildings	E	Culture & Recreation	5/14/2014	No	Town of North Castle	45,386	45,386	45,386
Changing health care insurer to NYSHIP	E	Employee Benefits	9/1/2014	No	Town of Somers	207,932	184,743	159,138
IMA - Westchester County RIC System	SS	Police and Fire	5/30/2014	Yes other LGS	Village of Bronxville	10,000	10,000	10,000
Reorganize highway garage supervision	E	Highway Department	9/10/2013	No	Village of Rye Brook	50,039	50,039	50,039
Reorganize parks staff supervision under public works	E	Highway Department	9/4/2013	No	Village of Rye Brook	9,507	6,187	6,187
Public works and parks position consolidation	E	Highway Department	4/23/2014	No	Village of Rye Brook	74,599	74,599	74,599
Police department position consolidation	E	Police and Fire	10/23/2013	No	Village of Rye Brook	118,984	118,984	118,984
Firefighter stipulation consolidation upon retirement	E	Police and Fire	11/13/2014	No	Village of Rye Brook	39,762	62,176	70,589
Street light Inventory of entire system with Computel	E	Utilities	1/1/2014	No	Village of Rye Brook	15,500	15,500	15,500
Midnight dispatch operated by WC	SS	Police and Fire	1/2/2014	Yes other LGS	Village of Tuckahoe	303,938	303,938	303,938
Safety group workers comp	E	Employee Benefits	7/1/2013	No	Hartsdale FD	29,332	29,332	29,332
Change in dental provider	E	Employee Benefits	7/1/2014	No	Hartsdale FD	15,590	15,590	15,590
Census population for workmen's comp insurance	E	Employee Benefits	1/1/2012	No	New Castle FD 1	20,000	20,000	20,000
Attorney services consolidation	E	General Government	1/1/2015	No	New Castle FD 1	15,000	15,000	15,000
Upgrading existing Scott Air Paks	E	Police and Fire	1/1/2013	No	North Castle FD 2	6,860	6,860	6,860
LED retrofit street lighting initiatives	E	Utilities	7/1/2014	No	Town of Mamaroneck	133,800	133,800	133,800
Westchester County Department of Budget								5/1/2015

## Consolidated Government Efficiency Plan

Action Name	Type of Action	Action Category	Implementation		Signatories	2017	2018	2019
			Date	Involve other Entities				
Manpower savings through staff adjustments on work tours	E	Police and Fire	1/1/2013	No	Town of Mamaroneck	172,400	172,400	172,400
PERMA - reduced workers comp rate w/ lock	E	Employee benefits	7/1/2015	No	Village of Bronxville	25,000	25,000	25,000
POMCO - reduced health insurance w/ bid	E	Employee Benefits	8/1/2015	No	Village of Bronxville	40,000	40,000	40,000
Flood mitigation project	SS	General Government	6/1/2015	Yes other LGs	Village of Bronxville	208,333	208,333	208,333
LED street lighting initiative	E	Utilities	8/1/2015	No	Village of Bronxville	40,000	40,000	40,000
Purchase of garbage truck with WC contract	SS	Equipment	2/1/2015	Yes other LGs	Village of Bronxville	30,000	30,000	30,000
Position consolidation	E	General Government	6/1/2014	No	Village of Mamaroneck	280,967	280,967	280,967
LED street lighting initiative	E	Utilities	6/1/2015	No	Village of Mamaroneck	161,566	161,566	161,566
Renegotiated workmen's comp insurance	E	General Government	6/1/2013	No	Village of Port Chester	262,761	262,761	262,761
Changed the prescription drug provider - same service	E	Employee Benefits	1/1/2015	No	Town of Pound Ridge	33,597	33,597	33,597
Changed workmen's comp insurance	E	General Government	7/1/2015	No	Town of Pound Ridge	56,304	56,304	56,304
Renegotiated garbage contract	E	Refuse	1/1/2015	No	Town of North Salem	85,955	87,675	89,428
Renegotiated PBA contract	E	Police and Fire	1/1/2015	No	Village of Scarsdale	69,018	69,018	69,018
Overtime savings using existing training building	E	Police and Fire	6/1/2015	No	Village of Scarsdale	62,935	62,935	62,935
New Fire Department sick leave policy	E	Police and Fire	4/7/2014	No	Village of Scarsdale	44,590	45,482	45,482
Personnel consolidation	E	Police and Fire	1/1/2012	No	Somers FD	74,170	74,170	74,170

### Consolidated Government Efficiency Plan

Action Name	Type of Action	Action Category	Implementation		Signatories	2017	2018	2019
			Date	Involve other Entities				
Purchase agreement to divest water distribution system	E	Utilities	5/1/2015	No	Village of Pelham	60,000	65,000	70,000
Spread hydrant fees to tax-exempt properties	E	Utilities	1/23/2014	No	Village of Pelham	110,000	115,000	120,000
New roadway salt contract through NYS	E	General Government	9/1/2015	No	Village of Pelham	48,000	50,000	52,000
Lower pavement resurfacing contract with New Rochelle	SS	Highway Department	6/3/2014	Yes other LGs	Village of Pelham	30,000	35,000	40,000
Position responsibility consolidation	E	General Government	1/1/2016	No	Pound Ridge Library	30,000	30,000	30,000
<b>Total</b>						<b>53,591,836</b>	<b>54,860,395</b>	<b>55,704,633</b>

May Agenda  
EC - TB TC TA  
4/17/15 DP

RECEIVED  
APR 27 2015  
OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

**MICHAEL PACELLA**

**SOMERS, N.Y. 10589**

April 27, 2015

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

RECEIVED  
APR 27 2015  
TOWN CLERK'S OFFICE  
SOMERS, NEW YORK

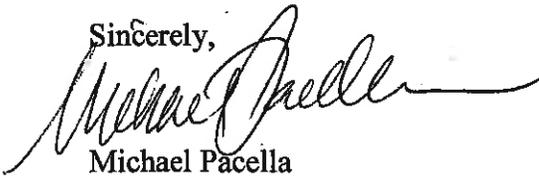
Dear Town Clerk,

Please accept this letter as my resignation from the Somers Board of Assessment Review.

I enjoyed working with the Board but at this time can no longer serve to the best of my ability and therefore must resign. I would like to thank the Town Board for giving me this opportunity.

My term is scheduled to end on September 30, 2017.

Sincerely,

  
Michael Pacella

Cc: Supervisor ✓  
Town Board  
Assessor

OFFICE OF THE SUPERVISOR

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

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

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



May 7, 2015

**MEMO**

TO: *EC/5/7/15 bp*  
Town Board

FROM: Barbara J. Sherry *Barbara J. Sherry*  
Secretary to the Supervisor

RE: Part time Senior Account Clerk

On behalf of Mr. Robert Kehoe, Director of Finance, I request the Board authorize the hiring of Ms. Joye Mentzes, as Part Time Senior Account Clerk in the Finance Office, at an hourly rate of \$24.43, effective April 27, 2015.

After numerous interviews Ms. Mentzes has the qualifications needed for this position.

*C - Town Clerk  
Town Attorney*

RK/bjs

Z:\Supervisor\bsherry\Barbara\My Documents\personnel\J Mintzes Sr. Act Clerk.docx

Highway Department

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

# Town of Somers

250 RT. 100  
P.O. BOX 281

WESTCHESTER COUNTY, N.Y.

THOMAS E. CHIAVERINI  
Superintendent of Highways

LOUIS N. NOTO, JR.  
Deputy Supt. of Highways



Memo To: Supervisor  
Town Board

From: Thomas E. Chiaverini  
Supt. of Highways

Date: April 27, 2015

Re: Jose Yanza - Full Time

Please be advised that I hired Jose Yanza Full Time as a Road Maintainer effective April 27, 2015 at an annual salary of \$49,439.00 which he will receive 90% of it for the first six months at an hourly rate of (21.3919). Then after the 26 week 95%, upon completion of one year of service the employee shall receive the full salary rate of pay.

If you should have any questions please feel free to contact me at any time.

Yours truly,

Thomas E. Chiaverini  
Supt. of Highways

Cc: Finance Dept  
Town Clerk

Water & Sewer Department

Adam Smith  
Superintendent of Water &  
Sewer  
asmith@somersny.com

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

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



*May Agenda*



Date: April 27, 2015  
To: *EC* Somers Town Board *, TCTA Fun 5/1/15 UD*  
From: Adam Smith  
Superintendent of Water & Sewer  
Re: **Seasonal Employee**

I hereby request the Town Board authorize the hiring of Michael J. Cleary for part-time summer employment. Michael is a college student and a resident of Shenorock. Michael has worked with this department for the past three years and has demonstrated a strong ability to carry out assigned tasks. The work related to this position involves general maintenance in the water distribution system and buildings and grounds maintenance. The salary for this position is \$14.00 per hour.

Should the Town Board approve this request I would ask that Michael be allowed to begin work on or about June 1, 2013.

cc: Town Clerk  
Town Director of Finance

**AGREEMENT  
BETWEEN THE TOWN OF SOMERS  
and SYRETTE DYM**

**PREAMBLE:**

This Agreement is made by and between the TOWN OF SOMERS (hereinafter referred to as "Employer" or the "Town") and SYRETTE DYM (hereinafter referred to as "Ms. Dym") to amend Ms. Dym's terms and conditions of employment effective May 11, 2015, for her to work on ongoing projects and the Town of Somers Master Plan.

**DEFINITIONS:**

For the purposes of this Agreement, the following terms shall be deemed to have the meaning set forth.

1. Employer – The Town of Somers;
2. Ms. Dym – Employee of the Town in the competitive Civil Service title of "Director of Planning";
3. CSEA Contract – The collective bargaining agreement between the Town of Somers and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of Somers Unit, Westchester Local 860.

**ARTICLE 1 – WORK SCHEDULE – WORKDAY AND WORKWEEK**

A. The work day for Ms. Dym shall be consistent with the needs of the Department as determined by the Town Supervisor.

B. For the Term of this Agreement Ms. Dym's regularly assigned workweek shall be thirty-five (35) hours per week.

C. Ms. Dym may work hours in addition to her regularly scheduled workweek only at the written direction of the Town Supervisor provided to her in advance of working such additional time.

D. While Ms. Dym is employed in a regularly assigned workweek of thirty-five (35) hours per week, she will be a full-time employee of the Town for the purpose of determining her terms and conditions of employment.

E. Ms. Dym acknowledges and agrees that upon the expiration of the Term of this

Agreement or termination of this Agreement prior to that date by the Town her workweek shall revert to twenty-nine (29) hours per week.

**ARTICLE 2 – SALARY**

A. For the Term of this Agreement, Ms. Dym's annual salary shall be \$97,125.

B. Upon the expiration of this Agreement by its Term or termination by the Town, Ms. Dym's annual salary will automatically revert to the current amount of \$79,232, increased by the percentage raise in annual salary agreed to by the Town and CSEA effective on June 1, 2016.

**ARTICLE 3 – TERMS AND CONDITIONS OF EMPLOYMENT**

A. All terms and conditions of employment of Ms. Dym, with the exceptions of Salary, Work Schedule – Workweek, and Compensation for work in excess of her regularly assigned workweek shall be in accordance with the CSEA Contract.

B. Ms. Dym acknowledges the Town offered her the opportunity to participate in the health insurance coverage provided to full-time Town employees under the CSEA Contract for the period of time pursuant to the terms of this Agreement her workweek is thirty-five (35) hours. Ms. Dym acknowledges and agrees that she voluntarily declined that offer and waived her right to health insurance coverage.

C. Ms. Dym shall perform her duties and functions as Director of Planning at the direction of and under the supervision of the Town Supervisor subject to all applicable laws, rules and regulations.

**ARTICLE 4 – SEVERABILITY**

A. In the event that any article, section or portion of this Agreement is found to be invalid by decision of a competent jurisdiction, then such specific article, section or portion specified in such decision shall be of no force or effect, but the remainder of this Agreement shall continue in force and effect.

**ARTICLE 5 – LEGISLATIVE ACTION FOR APPROVAL**

A. It is agreed by both parties that any article, section or portion of this agreement requiring

legislative action to permit its implementation by amendment of law or approving that additional funds therefore be made available shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE 6 – MISCELLANEOUS**

A. Ms. Dym shall diligently and faithfully serve the Town.

B. Ms. Dym shall not, except as authorized or required by her duties, reveal to any person or persons any confidential operation, process or dealing, or any other information concerning the organization, finance, transactions or business affairs of the Town, and shall not attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Town.

C. The failure of the Town to exercise the rights granted herein shall not constitute a waiver of any such rights upon the recurrence of any such contingency.

D. This Agreement constitutes the entire understanding between the Town and Ms. Dym with respect to the subject matter of this Agreement. No waiver, modification, nor addition to this Agreement or this specific paragraph shall be valid unless it is in writing and signed by the parties hereto. Neither party has relied on any representation of the other that is not specifically contained in this Agreement.

E. Ms. Dym acknowledges that she has had full opportunity to discuss this Agreement in detail with counsel or a representative of her choice and is entering into it of her own free will.

F. This Agreement and all matters collateral thereto shall be governed by the laws of the State of New York applicable to contracts made and performed entirely therein and shall be enforceable only in a New York Court of Law of competent jurisdiction, without resort to a jury.

G. Ms. Dym acknowledges and agrees that nothing in this Agreement, including but not limited to the Term of this Agreement, limits or modifies the right of the Town at any time to seek discipline up to and including termination of her employment pursuant to Section 75 of the Civil Service Law.

## **ARTICLE 7 – TERM OF THIS AGREEMENT**

A. This Agreement shall be effective May 11, 2015 to May 13, 2016, unless the Town in its sole and complete discretion decides to terminate this Agreement prior to May 13, 2016. In the event of the Termination of this Agreement under either circumstance Ms. Dym's terms and conditions of employment will automatically revert to those she worked under prior to entering into this Agreement, except as specifically provided in Article 2, Section B of this Agreement.

BY:

SYRETTE DYM

TOWN OF SOMERS

\_\_\_\_\_  
Syrette Dym

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Rick Morrissey, Town Supervisor

\_\_\_\_\_  
(date)

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 Woelle  
Principal Engineering Technician  
swoelle@somersny.com



Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

May  
A. Sandoz  
cc TB TCTA  
4/24/15  
KRP

DATE: April 30, 2015  
To: Town Board  
Finance Dept.  
FROM: Syrette Dym, AICP *SD*  
Director of Planning  
RE: **Franzese Wetland Permit**  
**Refund of SEQRA Professional Service Fee**

---

The project has been withdrawn. Please refund the amount of \$965.00 to Maurice and Jill Franzese, 37 Route 118, Purdys, NY 10576.

SD/nm  
cc: Maurice and Jill Franzese

**T & A SEQRA PROFESSIONAL SERVICES  
FRANZESE WETLAND PERMIT  
[17.12-2-36]**

DATE	ITEM	DEPOSIT	EXPENSE	BALANCE
5/10/2010	DEPOSIT	\$ 1,500.00		
5/10/2010	Woodard & Curran		\$ 1,441.25	\$ 58.75
1/4/2011	DEPOSIT	\$ 1,000.00		\$ 1,058.75
1/4/2011	Woodard & Curran		\$ 93.75	\$ 965.00
		\$ 2,500.00	\$ 1,535.00	\$ 965.00

May Agenda  
EC-TB TC TA  
FLW 4/13/15 WP

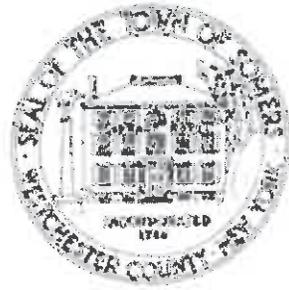
PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
914 277-3300  
Fax  
914 277-4098

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

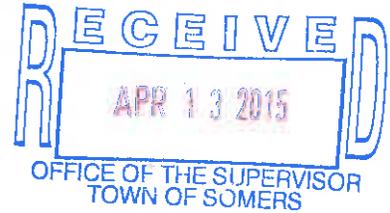
SOMERS TOWN HOUSE  
255 ROUTE 208  
SOMERS, NY 10589  
www.somersny.com

Steven Woolfe  
Principal Engineering Technician  
swoolfe@somersny.com



Syrette Dym, AICP  
Town Planner  
sdym@somersny.com

Date: April 9, 2015  
To: Director of Finance T10(914)  
From: Wendy Getting *wyg*  
Senior Office Assistant  
RE: **Erosion Control Bond**  
**Stormwater Management and Erosion and Sediment Control Permit**  
**Wooded Acres Development Corp (owner) and Gus T. Boniello**  
**(applicant)**  
TM: 48.17-1-35



Attached is a check in the amount of \$500.00 posted by Boniello Land and Realty LTD., 165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of an Erosion Control Bond.

Att.  
cc: Town Board  
Town Clerk

PLANNING AND ENGINEERING DEPARTMENTS

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

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

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

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com

*May Agenda  
EE-TBCTA  
FM  
4/13/15 bp*



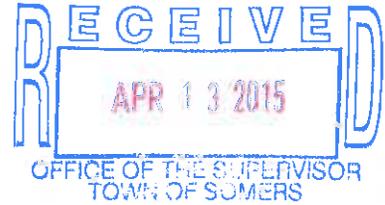
Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

DATE: April 13, 2015

To: Town Board  
Finance Dept.

FROM: Syrette Dym, AICP  
Director of Planning

RE: **Plumbrook Manor Subdivision**  
**Refund of SEQRA Professional Service Fee 16.11-1-15**



The project has been completed. Please refund the amount of \$970.00 to Andrew F. Suozzi 6 Byram Meadows Road, Chappaqua, NY 10514.

SD/mm  
cc: Andrew F. Suozzi

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



Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

Steven Woolfe  
Principal Engineering Technician  
swoolfe@somersny.com

*May 13/15  
EC-TB TC TA  
FW  
4/24/15 BP*

DATE: April 24, 2015

To: Town Board  
Finance Dept.

FROM: Syrette Dym, AICP *SD*  
Director of Planning

RE: **Carminucci Wealth Management Site Plan**  
**Refund of SEQRA Professional Service Fee**

*17-11-2-3*

---

The project has been referred to the Zoning Board of Appeals. Please refund the amount of \$500. to Michael Richard Carminucci, 16 Lake Drive, Somers, NY 10589.

SD/mm  
cc: Michael Carminucci

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5366  
Fax  
(914) 977-4093

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

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

Steven Woelle  
Principal Engineering Technician  
swoelle@somersny.com



Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

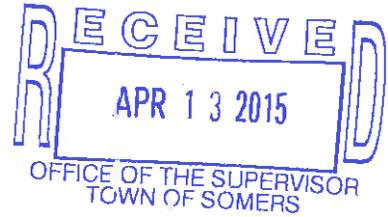
*May Agenda  
EC-TB TCTA FM  
4/13/15 bp*

DATE: April 13, 2015

To: Town Board  
Finance Dept.

FROM: Syrette Dym, AICP *SD*  
Director of Planning

RE: MetroPCS New York LLC at Lincoln Hall School Site Plan  
Refund of SEQRA Professional Service Fee



*112015-1-1*

The project has been completed. Please refund the amount of \$6,498.45 to MetroPCS New York, LLC, c/o Richard Mohr, T-Mobile, 4 Sylvan Way, Parsippany, New Jersey 07054.

SD/mm  
cc: Richard Mohr

May Agenda  
EC  
JBTC TA  
4/17/15  
BP

PLANNING AND ENGINEERING DEPARTMENTS

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

SOMERS TOWN HOUSE  
335 ROUTE 292  
SOMERS, NY 10589  
www.somersny.com

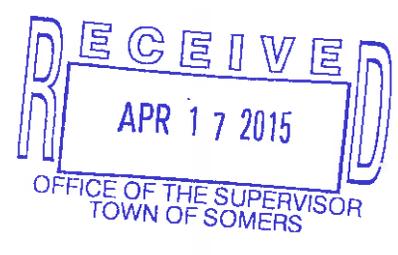
Telephone  
(914) 277-4966  
Fax  
(914) 277-4968

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrene Dym, AICP  
Town Planner  
sdym@somersny.com

**Date:** April 17, 2015  
**To:** Town Board  
**From:** Steven Woelfle *SW*  
Principal Engineering Technician  
**RE:** Acocella Erosion and Sediment Control Permit #AES-2008-20  
TM: 27.20-1-23  
Release of Erosion Control Bond  
Received Check April 10, 2008



This office conducted a site inspection of the subject property and found the site generally stable. Therefore, this Office has no objection to the return of the Erosion Control Bond in the amount of \$200.00. Please return to:

Susette L. Acocella  
6 Stedwell Place  
Katonah, New York 10536

SW/wg  
cc: Town Clerk  
Director of Finance  
Susette Acocella

May Agenda  
EC: TB TC TA  
4/17/15 by

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-6366  
Fax  
(914) 277-4093

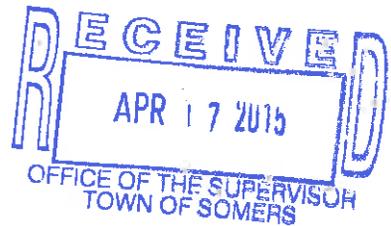
Town of Somers  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
355 ROUTE 207  
SOMERS, NY 10589  
www.somersny.com

Steven Woeifle  
Principal Engineering Technician  
swoeifle@somersny.com



Syrene Dym, AICP  
Town Planner  
sdym@somersny.com



Date: April 16, 2015  
To: Town Board  
From: Steven Woeifle  
Principal Engineering Technician  
RE: Somers Chase and Toll Bros. Inc. Steep Slope Permit #AS2000-6  
TM: 28.05-1-29  
Release of Bond for Incomplete Items for the Issuance of a  
Certificate of Occupancy  
Received Check February 20, 2001

This Office has no objection to the return of the Bond for Incomplete Items for the Issuance of a Certificate of Occupancy in the amount of \$1,000.

Please return to:

Toll Brothers Inc.  
c/o Mr. Bob Allan  
60 Merritt Blvd.  
Fishkill, NY 12524

SW/wg  
cc: Town Clerk  
Director of Finance  
Toll Brothers Inc.

May Agenda  
EC - TB TC TA  
4/17/15 bjo

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-5365  
Fax  
(914) 277-4093

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

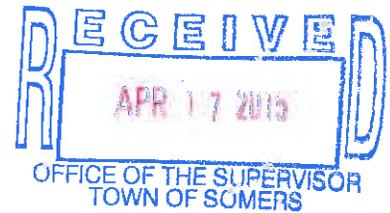
SOMERS TOWN HOUSE  
335 ROUTE 292  
SOMERS, NY 10589  
www.somersny.com

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrette Dyma, AICP  
Town Planner  
sdyma@somersny.com

**Date:** April 15, 2015  
**To:** Town Board  
**From:** Steven Woelfle *SW*  
Principal Engineering Technician  
**RE:** DiLuna Stormwater Management and Erosion and Sediment Control  
Permit #ASMESC2013-11  
TM: 28.17-1-1  
Release of Erosion Control Bond  
Received Check April 23, 2013



This office conducted a site inspection of the subject property and found the site generally stable. Therefore, this Office has no objection to the return of the Erosion Control Bond in the amount of \$200.00. Please return to:

John DiLuna  
15 Plumbrook Road  
Katonah, New York 10536

SW/wg  
cc: Town Clerk  
Director of Finance  
John DiLuna

May Agenda  
EC-TB TC TA  
4/17/15 bjp

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
585 ROUTE 902  
SOMERS, NY 10589  
www.somersny.com

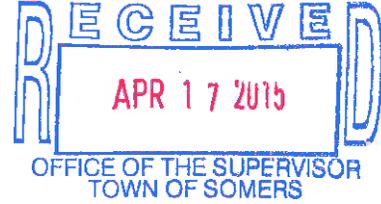
Telephone  
(914) 277-5366  
Fax  
(914) 277-4898

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syette Lynn, AICP  
Town Planner  
slynn@somersny.com

Date: April 15, 2015  
To: Town Board  
From: Steven Woelfle *SW*  
Principal Engineering Technician  
RE: Olde Farms Estates Subdivision  
Resolution No. 96-18  
Release of Erosion Control Bond  
July 15, 1996 *received check*



This office conducted a site inspection of the subject property and found the site to be in general compliance to the approved Subdivision. Therefore, this Office has no objection to the return of the Erosion Control Bond in the amount of \$885. Please return to:

A. DeVito & Son, Inc.  
334 Underhill Ave., Suite 3D  
Yorktown Heights, NY 10598

SW/wj  
cc: Town Clerk  
Director of Finance  
A. DeVito & Son, Inc.

PLANNING AND ENGINEERING DEPARTMENTS

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

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

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

Steven Woelfle  
Principal Engineering Technician  
swoelfe@somersny.com



Syrette Dym, AICP  
Director of Planning  
adym@somersny.com

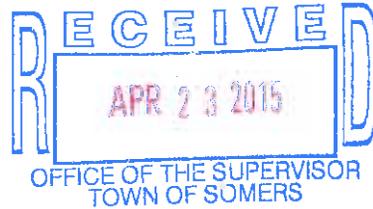
*May Agenda  
EC-TB TC TA Fin  
4/24/15 bjs*

DATE: April 24, 2015

To: Town Board  
Finance Dept.

FROM: Syrette Dym, AICP *SD*  
Director of Planning

RE: **Chase Manhattan Bank Site Plan  
Transfer of SEQRA Professional Service Fee  
to the General Fund**



*17.11-1-21*

The project has been completed; however, the Phillips Group, Inc. cannot be reached. Please transfer the refund of the SEQRA fees submitted by the Phillips Group, Inc. for the Chase Manhattan Bank Site Plan in the amount of \$1,196. to the General Fund.

SD/mm

PLANNING AND ENGINEERING DEPARTMENTS

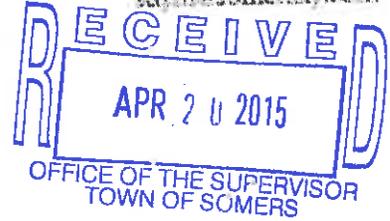
Telephone  
(914) 277-5366  
Fax  
(914) 277-4098

Town of Somers  
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
535 ROUTE 282  
SOMERS, NY 10589  
www.somersny.com



Sylvia Dym, AICP  
Town Planner  
sdym@somersny.com



*may Agenda  
20-TB TC TA FC  
4/20/15 bp*

Date: April 20, 2015  
To: Town Board  
From: Steven Woelfle *SW*  
Principal Engineering Technician  
Re: Highview Subdivision ~ Section III  
Return of Snow Maintenance Deposit  
Received Check November 17, 1992

As the roads have been dedicated to the Town, it is therefore requested that the Town Board authorize the return of the snow maintenance deposit for Highview Subdivision Section III. This Office has no objection to the return of the following snow maintenance deposit in the amount of \$4,400:

Please return to:

Bonie Wood Realty Company  
862C Heritage Hills  
Somers, New York 10589  
Attn: August Boniello

SW/wg

cc: Town Clerk  
Director of Finance  
Bonnie Wood Realty Company

May 4, 2015

To: Somers Town Board

From: Vicki DiSanto & Val Herman- Librarians and Acting Interim Directors, Somers Library

Re: E-Waste

Attached is a copy of miscellaneous non-functioning monitors, printers, etc. that the Somers Library has accumulated over the years.

All have been checked and none are working.

Upon your approval, we would like permission to dispose of these via e-waste facility and free up badly needed storage space.

Thank you.

---

Somers Library  
Equipment List for Disposal

4/27/2015

BRAND	EQUIPMENT	SERIAL NO.	TESTED	COMMENTS
COMPAQ	PC	6350 US	Defective	
Dell	Computer	DCCYSNG44K201	Defective	
Dell	Laptop	SN9044146BY-10262A	Defective	
Dell	Monitor	CNOFP182-71618-821-R018	Defective	
Dell	Monitor	CN02Y315-71618-421D866	Defective	
Dell	Monitor	OU4931-46633-491-2DEU	Defective	
Dell	Monitor	CN031806-71618-46C-G3CY	Defective	
Dell	Monitor	CN-OY9833-71618-771-ACGX	Defective	
Dell	Printer	CN-OWH195-48730-750-0326	Defective	
Dell	Dimension 2400 PC	5Y03J41	Defective	
HP	Monitor	CNC41008W3	Defective	
HP	Monitor	CNNS031DQZ	Defective	
HP	Computer	MXL11919BS-B227	Defective	
HP	Computer	BZ270US#ABA	Defective	
HP	Scanlet Printer	CN95BA50TK	?	
HP	Desklet 5650	00154	Defective	
HP	LaserJet Printer	SHUSEF054015	Defective	
HP	Printer	CB413A-SNCNBK-527565	Defective	
HP	Printer	UNB3H00541	Defective	
HP	Desklet Printer	C9037A00155	Defective	
HP	LaserJet 1320	CNHC59M350	Defective	
HP	LaserJet 1000	SNCNB1403271	Defective	
HP	LaserJet	4000	Defective	
HP	PhotoSmart 2575	SNMYS5A1210TK7211A	OK	
HP	PhotoSmart 2575	SNMYS5A1210TKQ7211A	OK	
HP	Scanlet Printer	CN95BA50TK	Defective	
HP	Printer	UNB3H00541	Defective	
HP	Printer	SN-CNBK527565	Defective	
HP	Color Laser Jet Printer	2600N	Defective	
HP	Scan Jet	G3110	Defective	
HP	Desklet 3845	00156	Defective	
Presario	PC	MX24639226	Defective	

Somers Library  
Equipment List for Disposal

4/27/2015

BRAND	EQUIPMENT	SERIAL NO.	TESTED	COMMENTS
COMPAQ	PC	6350 US	Defective	
View Sonic	Monitor	SN90T024302144	Defective	
View Sonic	Monitor	US520SN90T024302144	Defective	

## Barbara Sherry

---

**From:** Vicki DiSanto <[vdisanto@wlsmail.org](mailto:vdisanto@wlsmail.org)>  
**Sent:** Wednesday, April 29, 2015 11:45 AM  
**To:** Barbara Sherry  
**Subject:** Re: May Agenda - Equipment List for Sale/Disposal

Hi Barbara, sure I'd be happy to send this.

Who should get this, and I'm assuming I should attach the spreadsheet that I had sent to you?

Thank you!

Vicki

On Tue, Apr 28, 2015 at 1:03 PM, Barbara Sherry <[bsherry@somersny.com](mailto:bsherry@somersny.com)> wrote:

Vicki,

Any time, but if you could please do a memo to the TB requesting permission to go to bid for the sale of the equipment that would be great.

Barbara

**From:** Vicki DiSanto [<mailto:vdisanto@wlsmail.org>]  
**Sent:** Tuesday, April 28, 2015 12:51 PM  
**To:** Barbara Sherry  
**Subject:** Re: May Agenda - Equipment List for Sale/Disposal

Thank you Barbara!

Vicki

On Mon, Apr 27, 2015 at 3:48 PM, Barbara Sherry <[bsherry@somersny.com](mailto:bsherry@somersny.com)> wrote:

Vicki,

Thank you for this list.

The first thing that needs to be done, is the Town Board must authorize going to bid for the sale of the equipment. Once that is approved (that will be done at the May 14<sup>th</sup> TB Meeting) an ad will be placed in the paper (the ad will have a "no later that date") once that date has passed, then it will go back on the TB Agenda for authorization to disposal.

**Barbara J. Sherry**  
**Secretary to the Supervisor**  
**Rick Morrissey, Supervisor**  
**Town of Somers**  
**335 Route 202**  
**Somers, NY 10589**  
**phone: (914) 277-3637**  
**fax: (914) 276-0082**  
**[bsherry@somersny.com](mailto:bsherry@somersny.com)**

**From:** Vicki DiSanto [<mailto:vdisanto@wlsmail.org>]  
**Sent:** Wednesday, April 22, 2015 1:57 PM  
**To:** Barbara Sherry  
**Cc:** Jim Hasl; Valerie Herman  
**Subject:** Equipment List for Sale/Disposal

Hi Barbara, hope all is well!

I have attached an updated spreadsheet which lists library computers, printers, etc. that we would like to dispose of/sell.

Please let me know which additional steps I need to do in order to accomplish this.

Thank you in advance for your assistance Barbara!

Vicki

Vicki DiSanto

Children's Librarian

Somers Library

232-5717

May Agenda  
EC - TB - original  
TA P&R Finance DP  
4/13/15

RECEIVED  
APR - 8 2015  
OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

THIS AGREEMENT is made on this 27th day of March, 2015, between GARDEN STATE FIREWORKS, INC. hereinafter known and designated as The Party of the First Part; and Town of Somers herein after known as the designated Party of the Second Part.

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

1. The Party of the First Part agrees to furnish to the Party of the Second Part at Reis Park, RT. 138 On the 27th day June, 2015 in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement date of the day of June, 2015. At an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating NINETY days after the original scheduled date of the display; thereafter the display will be considered to be canceled. In the event of cancellation, the Party of the Second Part agrees to an additional payment of FIFTY PERCENT, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
6. The Party of the First Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.
8. Upon signing of this document a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Part.
9. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.
- 10.. Total contract amount \$10,000.00 United States Dollars.

WITNESS:  
\_\_\_\_\_

GARDEN STATE FIREWORKS, INC.  
BY \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

TOWN OF SOMERS, N.Y.  
BY \_\_\_\_\_





Department of Transportation

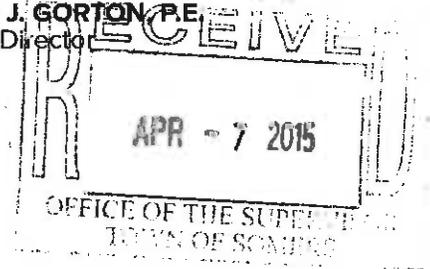
ANDREW M. CUOMO Governor

JOAN McDONALD Commissioner

WILLIAM J. GORTON, P.E. Regional Director

May Agenda  
2015 TB  
TC-045  
TA  
Fin.  
4/13/15  
bp

April 1, 2015



Town of Somers  
335 Route 202  
Somers, NY 10589  
ATTN: Rick Morrissey

RE: **Munc. Snow & Ice Agreements  
2015-2016**

Mr. Morrissey

The materials for the **2015 – 2016 Municipal Snow & Ice Agreement Extensions** are attached to this cover letter. The package includes four (4) Agreements and six (6) Tagged Maps. Each municipality must issue a **Signed & Sealed Resolution** from their governing body authorizing a Municipal Official to enter into the above agreement.

It is important that four (4) **completed Agreements** and six (6) **completed maps** are returned to this office for processing as soon as possible. This package shall include the items as listed below.

1. **Four (4) Agreements:** Fill in the blanks on the **front and the back** of the page **including original signature and notary seals** on each.
2. **Six (6) Resolutions:** Resolutions from the municipality must be **complete with original signatures and certified with the Municipal Seal** on each.
3. **Six (6) Maps:** Each of the six (6) maps with original signatures from the Municipalities responsible Official.

**Four original agreements, six resolutions and six maps are needed to execute a contract.**

**SEND THE COMPLETED PACKAGE TO:** New York State DOT  
Residency 8-8 Westchester North  
85 Route 100  
Katonah, N.Y. 10536  
ATTN Jorge Argote

It has been a pleasure doing business with you in the past, and we look forward to continuing to do so. If you have any questions or comments, feel free to call me or Daniel Degrosa, Residency Program Engineer at (914) 232-3060.

  
Jorge A. Argote, P.E.  
Resident Engineer, Westchester North  
cc: Files

Contract #	Municipality	Ext. season	Region #
D009794	Town of Somers / N. Westchester County	2015/16	8

**AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the Town of Somers of **N. Westchester County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D009794 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Town of Somers dated December 4, 1995 ;and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1,1994 and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2015**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2016**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2015**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ **\$1,557.00** per lane mile for **30.03** lane miles for a total of \$ **\$46,756.71** for the **2013/14** season and for the remainder of the term of the Agreement commencing July 1, **2013**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over :

MAP SHOWING

TOWN OF SOMERS

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF 2013/14 – 2015/16

CENTER LANE MILES	CONTRACT LANE MILES
	30.03



SIGNED

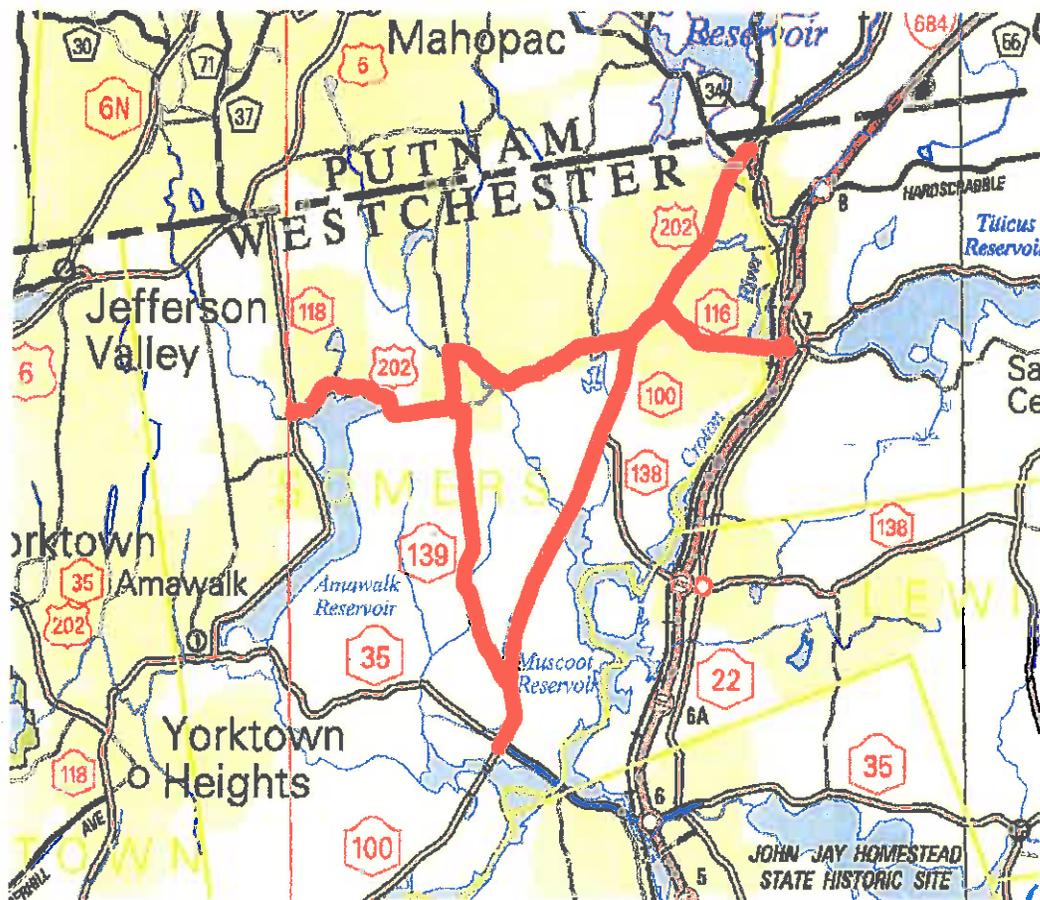
REGIONAL DIRECTOR OF OPERATIONS

DATE

SIGNED

FOR MUNICIPALITY

DATE



May Agenda  
ec - all  
4/22/15  
bp

RECEIVED  
APR 22 2015

INTEROFFICE MEMORANDUM

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

**TO:** TOWN SUPERVISOR, RICK MORRISSEY AND MEMBERS OF THE TOWN BOARD  
**FROM:** PROGRAM DIRECTOR BARBARA TABERER  
**SUBJECT:** ADULT TRANSPORTATION CONTRACTS  
**DATE:** 4/22/2015  
**CC:** TOWN CLERK AND FINANCE DIRECTOR

The Director of the Adult Nutrition/ Transportation Program, respectfully requests the Town Supervisor execute the WIN & NSIP Third Amendment: Nutrition Services PY 2015-2016.

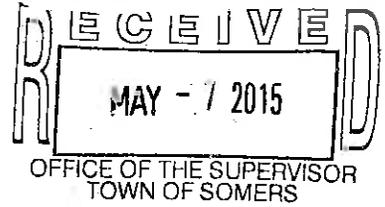
WIN -\$74,915.00

NSIP - \$49,842

*Scipio*  
*May 14, 2015*  
*Agenda*  
*EC - TBTC TA*  
*Highway*  
*DJS*

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

BARBARA SOLDANO  
Acting Town Clerk



RESOLUTION:

ADOPT-A-ROAD PROGRAM

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

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

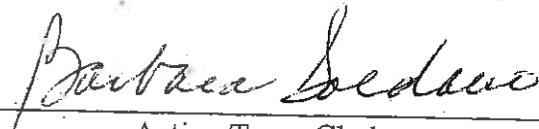
WHEREAS, it is in the best interests of the Town of Somers to establish an adopt-a-road program for town roads and highways.

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

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

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

Dated: September 13, 2002

  
Acting Town Clerk

cc: Supervisor ✓  
Town Attorney  
Highway

TOWN OF SOMERS

ADOPT-A-ROAD AGREEMENT

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

Richard DETZ P.O. Box 153 BALDWIN PL NY 10505

hereafter called the "GROUP."

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

hereafter known as the segment, and

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

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

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

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

4. The GROUP will organize and supervise all activities.

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

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

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

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

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

---

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

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

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

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

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

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

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

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

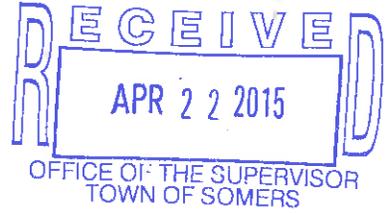
16. The SUPERINTENDENT recognizes the GROUP is the adopting organization for the segment and the GROUP accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

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

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

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May Agenda  
2c - all  
4/22/15  
RFB



**TIM  
MILLER  
ASSOCIATES, INC.**

10 North Street, Cold Spring, NY 10516

(845) 265-4400

*timmillerassociates.com*

April 21, 2015

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

RE: **Landscape Architecture/Visual and Aesthetic Consulting Services,**  
Boniello Land and Realty, LTD - Somers Crossing SEQRA Review

Dear Mr. Morrissey:

This letter is submitted to request additional funds to continue our work on the review of the subject project with regard to landscape architecture and aesthetics. As you may be aware, our effort under proposal dated July 19, 2013, necessitated more work during the Scoping task than was originally anticipated and approved by the Town. (Our scope of work was subsequently expanded for review of certain other portions of the project EIS with our August 15, 2014 accepted proposal.)

The work under this request will concentrate on review of the applicant's site plan with the Planning Board and the Applicant as the Applicant advances the plan for the FEIS based on comments received on the DEIS plan. Our emphasis will relate to landscape architecture and visual/aesthetic issues of concern to the Town. I expect we will meet with the Planning Board and Applicant on May 14 and possibly a second meeting.

Total hours allocated to continue the landscape/aesthetics review of this project is 14.0 hours for a fee that would not exceed \$2100.00, including direct costs. The work under this proposal will be done in concert with our work under the prior accepted proposals.

Your signature below will serve as acceptance of this proposal. Feel free to contact me if you have any questions.

Sincerely,

Frederick Wells, RLA  
Senior Vice President  
TIM MILLER ASSOCIATES, INC.

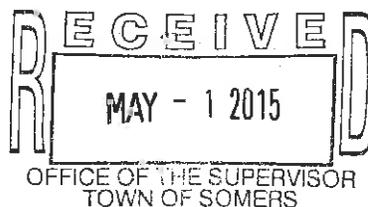
Authorized to Proceed

Date

May Agenda  
EC = TBTC TA Fin  
5/1/15 bp



**GENTECH LTD**



Dear Prospective Client,

Enclosed you will find a copy of our semi-annual maintenance and annual maintenance plans. The semi-annual plan is the most popular plan that we offer. It includes one of our technicians coming out once every 6 months and to perform preventative maintenance to your generator. By performing maintenance to your generator every 6 months, we can be assured that your generator will work when it is needed. It also gives us the opportunity to find any issues before a major power outage situation. With this plan it cuts down on the odds of you having a problem by at least 90% and it will also make you a first priority customer of Gentech LTD. To you, this means that we guarantee our response time with-in 4 hours or less in any situation if a problem does present with your generator, even in a case like hurricane Irene and Sandy etc.

We also offer annual plans were we would only come out once a year to provide preventative maintenance to your generator. The biggest difference between the two is that with an annual plan it will make you a second priority customer. This means that 85% of the time we will be able to respond to you if you are having an issue with your generator within 4 hours or less but we will not guarantee this. If we get into a situation like hurricane Irene or Sandy, it may take us much longer for us to respond to you. The most important thing is that you have your generator serviced at least once a year.

Thank You,

**John Sayegh**  
Operations Manager



## GENTECH LTD

### Preventive Maintenance Agreement #15-235

This Preventive Maintenance Agreement is offered this 30<sup>TH</sup> day of April 2015, between:

**Gentech LTD**  
3017 Route 9W  
New Windsor, NY 12553

and

**Town of Somers**  
337 Route 202  
Somers, NY 10589

Generator Model: MEP-00-5A

Serial Numbers: KZ08518

#### Maintenance Services:

Gentech Ltd. shall provide preventative maintenance to the generator unit specified above. Such preventative maintenance shall adhere to the manufacturer's recommended procedures and will include the service checks as outlined in the attached checklist. We offer two standard preventative maintenance agreements:

- A. Semi-Annual contract, on the first visit (Major) the preventative maintenance includes replacement of lube oil, lube filter, fuel filter, spark plugs, coolant filters and air cleaner element as needed. On the second visit (Minor) we will perform all service checks per the attached checklist and make any necessary adjustments.

Semi-Annual contract is offered at \$450.00 (Four Hundred Fifty dollars) per visit per unit

- B. For our Annual contract the preventative maintenance includes replacement of lube oil, lube filter, fuel filter, spark plugs, coolant filters and air cleaner element as needed as well as all service checks per attached checklist and any necessary adjustments.

Annual contract is offered at \$595.00 (Five Hundred and Ninety Five dollars) per visit  
Repairs:

Our labor rate is \$95.00 per hour, there is a three (3) hour minimum charge for all service calls. Normal service call hours are between 9:00am and 5:00pm, Monday thru Friday. Our overtime/emergency labor rates are \$147.50 per hour, there is a four (4) hour minimum charge for all overtime/emergency calls. Overtime time hours are between 5:01pm and 8:59am Monday thru Friday, all day Saturday thru Sunday and all Holidays. Our normal response time is about 1 to 3 hours depending on location.



# GENTECH LTD

## Items Excluded from the Maintenance Agreement

- Service or Emergency calls
- Repairs to the generator unit, including all parts and labor
- Damage caused by rodents, hurricane, tornado, lighting, flooding, rain or similar event
- Repairs needed due to unauthorized changes to the equipment, neglect, abuse or misuse
- Damage resulting from external mechanical or electrical equipment.

## Warranty/Extended Warranty

The cost of this maintenance agreement is NOT covered under the warranty of the generator.

Please check below the agreement of your choice:

\_\_\_\_\_ Semi-Annual Agreement in the amount of \$ 450.00 plus

\_\_\_\_\_ Annual Agreement in the amount of \$ 595.00

This contract will stay in effect until one of the parties cancel in writing.

Sincerely,

John Sayegh  
Operations Manager

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Daytime Phone Number

May we forward your invoice via e-mail? \_\_\_ yes \_\_\_ no

If you would like to put a credit card # on file for automatic bill pay, please complete below:

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security code \_\_\_\_\_

Please return contract to [SBrew@Gentechltd.com](mailto:SBrew@Gentechltd.com), Thank You



## GENTECH LTD

### SERVICE CHECKS WILL INCLUDE THE FOLLOWING:

#### ENGINE: DIESEL FUELED

BELTS, FUEL SOLONOID, FUEL INJECTION SYSTEM, FLEXIBLE FUEL CONNECTIONS, FUEL FILTERS

#### OIL SYSTEM:

ENGINE LUBRICATION, OIL FILTER, LUBRICATE GOVERNOR AND LINKAGE (CHECK FOR OIL LEAKS)

#### EXHAUST SYSTEM:

CHECK FLEXIBLE EXHAUST , DRAIN CONDENSATION TRAP (IF APPLICABLE), INSPECT EXHAUST SYSTEM FOR LEAKS

#### COOLING SYSTEM:

CHECK COOLANT LEVEL, TEST COOLANT SOLUTION, CHECK PLIABILITY OF COOLANT HOSES, CHECK FOR LEAKS, CHECK ENGINE BLOCK HEATER, ENGINE FINS (AIR COOLED UNITS) AND LOUVER OPERATIONS

#### FUEL SYSTEM:

CHECK FOR WATER CONTAMINATION IN DAY TANK, TEST OPERATION OF DAY TANK, CHECK FEED AND RETURN LINES, CHECK FOR LEAKS

#### STARTING AND CHARGING SYSTEM:

CHECK BATTERY LEVEL, CLEAN AND SEAL, BATTERY CABLES AND POSTS  
CHECK VOLTAGE AND SPECIFIC GRAVITY, CHECK STARTER , CHECK SOLONIDS AND ALL CONNECTIONS, CHECK BATTERY CHARGING -  
ALTERNATOR/GENERATOR  
CHECK BATTERY CHARGER

#### ELECTRICAL:

CHECK VOLTAGE EXCITATION SYSTEM, CHECK AC AND DC BRUSHES (WHEN APPLICABLE), CLEAN COLLECTOR RING AND COMMUTATOR (WHEN APPLICABLE)

#### OPERATING CHECK:

RUN GENERATOR AND TEST SAFETY SHUTDOWN LOGIC, CHECK AC VOLTAGE AND FREQUENCY

#### AUTOMATIC TRANSFER SWITCH:

INSPECT INSTRUMENTS AND LIGHTS, CHECK BATTERY CHARGER, CHECK EXERCISE CLOCK, START AND STOP UNIT FROM SWITCH

#### FINAL CHECK:

FIELD BREAKER IN "ON" POSITION, MAINLINE BREAKER IN "ON" POSITION, TEST OPERATION OF TRANSFER SWITCH PROVIDING APPROVAL BY CUSTOMER  
UNIT WILL BE LEFT IN REMOTE RECORD HOURMETER

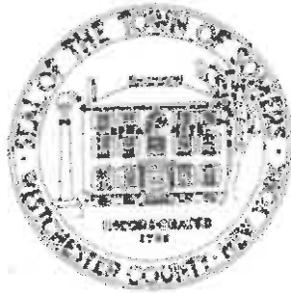
PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-4006  
Fax  
(914) 277-4093

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

SOMERS TOWN HOUSE  
355 MONTE ROE  
SOMERS, NY 10589  
www.somerny.com

Steven Woolf  
Principal Engineering Technician  
swolf@somerny.com



Syrette Dym, AICP  
Director of Planning  
sdym@somerny.com

DATE: May 11, 2015  
To: Town Board  
Finance Dept.  
FROM: Syrette Dym, AICP *SD*  
Director of Planning  
RE: **The Farm (Country Hollow Lot Line Change)  
Refund of SEQRA Professional Service Fee**

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The project has been completed. Please refund the amount of \$1,000 to Boniello Land and Realty, Ltd., 165 Waccabuc Road, Goldens Bridge, NY 10526.

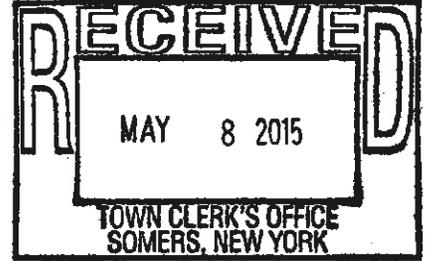
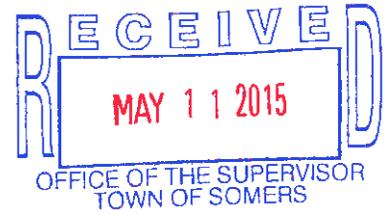
SD/mm  
cc: Gus Boniello

cc: Supervising  
Director of Planning  
Principal Eng. Tech  
Director of Finance  
May 14 Agenda  
20-TB 5/11/15 bjo

**MARGUERITE S. DAVIS**

Somers, NY 10589

May 7, 2015



Somers Town Board  
Somers, NY 10589

I am hereby resigning my position of Intermediate Clerk in the Planning and Engineering Office effective May 29, 2015.

I have enjoyed working in the Town House for the past 13 years and will certainly miss the friends I have made here.

Sincerely yours,

  
Marguerite S. Davis

Cc: Town Clerk  
Director of Planning  
Principal Engineering Technician  
Director of finance