

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

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, JUNE 11, 2015 7:30pm**

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

I. **PLEDGE OF ALLEGIANCE:**

II. **ROLL CALL:**

Energize NY & Somers Energy and Environment Committee  
Recognition ceremony.

III. **PUBLIC HEARINGS:** 1. Public Hearing: Conservation Easement for  
Deans Bridge Associates, LLC

***PUBLIC COMMENT***

Please limit your comments to no more than 3 minutes.

IV. **APPROVAL OF MINUTES:**

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

VI. **BUSINESS OF THE BOARD:**

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

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**B. TOWN BOARD:**

1. Discussion with Steven Ralston, Superintendent of Parks and Recreation.
2. Sale of used office equipment – nonfunctioning computer equipment – announce results.

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

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

**E. PERSONNEL:**

1. Current Vacancies:

Somers Energy Environment Committee  
Affordable Housing Board (5 – unexpired 2 year terms ending 7/11/2015)  
Architectural Review Board (3 – 3 year terms ending 3/9/2018)  
Parks & Recreation (3 – 3 year terms ending 3/9/2018)  
Zoning Board of Appeals (1 – unexpired term ending 12/31/2017)

**F. PLANNING & ENGINEERING:** - No additional business.

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

**H. CONSENSUS AGENDA:**

1. Accept with gratitude \$1,800.00 donation from the Somers Women’s Club to provide scholarships for Day Camp participants per May 27, 2015 memo from Steven Ralston, Superintendent of Parks & Recreation.
2. Authorize hiring of Day Camp and Tusker (teen travel) Trax staff beginning June 29, 2015 – August 7, 2015 and continue to hire as needed per May 27, 2015 memo from Steven Ralston, Superintendent of Parks & Recreation.
3. Avalon Bay – authorize memo to the Somers Parks and Recreation Board to recommend to the Somers Planning Board the reduction of recreation fees by \$200,000.00 for Avalon Bay. Recommendation is based on Village Green Maintenance agreement. Additionally Avalon Bay has agreed to increase fire protection above Town Code standards.

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4. Hidden Meadows: Set a public hearing to take public input on consideration of the granting of preliminary development concept plan and approval and the classification of the site located at 16 Route 6 (Lot 15.07-1-6) for the proposed Hidden Meadow Development to the Multifamily Residence Baldwin Place District (MFR-BP) Floating Zone” for July 9, 2015.
5. Set summer meeting schedule per May 27, 2015 memo from Barbara Sherry, Secretary to the Supervisor.
6. Acknowledge resignation of Mr. Dennis Acampora, PT Chauffeur for the Nutrition Program.
7. Authorize hiring of Julia Malek, as seasonal clerk in the Court Office for 10 weeks to work no more than 30 hours per week per May 20, 2015 memo from Justices Timone and McDermott beginning June 1, 2015 @ \$12.00 per hour.
8. Acknowledge resignation of William F. Kehoe from the Risk Management and Safety Committee.
9. Authorize reimbursement from Insurance Reserve for the following:
  - a. In the amount of \$250.00 for the replacement of the front windshields on Highway Truck #9 per May 18, 2015 memo from Tom Chiaverini, Superintendent of Highways.
  - b. In the amount of \$653.40 for the repair damage to the left rear of Highway Vehicle Car #1 - 2012 Chevy Tahoe per May 29, 2015 memo from Tom Chiaverini, Superintendent of Highways.
10. Authorize awarding contract for the Cypress Lane Water Main Replacement to Landscape Unlimited, Inc. in the amount of \$97,500.00 per May 26, 2015 memo from Adam Smith, Superintendent of Water & Sewer.
11. Authorize 30 day waiver for Liquor License for The Somers Pub.
12. Authorize the Town’s Attorney to execute a Consent Judgment in the following matter: Anglebrook Golf Club v Town of Somers.
13. Accept the following Erosion Control Bonds:
  - a. \$500.00 Stormwater Management and Erosion and Sediment Control Permit Wooded Acres Devel. Corp. & Gus Boniello – 48.17-1-35

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14. Adopt resolution for standard work day reporting for elected and appointed officials for the NYS Retirement System.
15. Authorize increase of maximum hourly rate to \$135.00 for Mechanical Street Sweeper and use the lowest rate whenever possible per May 28, 2015 memo from Tom Chiaverini, Superintendent of Highways.
16. Authorize Supervisor Morrissey and Councilman Richard Clinchy to execute the Collective Bargaining Agreement with the CSEA Local 1000 beginning January 1, 2014 – December 31, 2017.
17. Authorize Refund and Credit in the amount of \$235.59 to Brenda L. Dietrich as per May 6, 2015 letter from Mary Beth Murphy, Executive Director Westchester County Tax Commission.
18. Authorize change in Workers Compensation carriers from New York State Insurance Fund to PERMA at a minimum cost savings of \$22,000.
19. Authorize Supervisor Morrissey to execute contract with J. O'Connell and Associates Inc., Grants Consultants, date of contract to be determined.
20. Authorize change in SEQRA reimbursement for Syrette Dym, Town Planner from \$102.23 to \$103.83.
21. Authorize Supervisor to execute Climate Smart Communities Custom Services Strategy agreement.
22. Authorize release of \$500.00 Renna Stormwater management and Erosion and Sediment Control Permit – 17.13-3-13
23. Reappoint John Papalia , James Boniello and Kevin Westerman to a three year term on the Parks & Recreation Board ending March, 9, 2018.

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**2015 CALENDAR**

June 11, 2015	7:30pm	Town Board Regular Meeting
July 9, 2015	7:00pm	Combined Work Session/Regular Meeting
August 20, 2015	7:00pm	Combined Work Session/regular Meeting
September 3, 2015	7:00pm	Town Board Work Session
September 10, 2015	7:00pm	Town Board Regular Meeting

Z:\Supervisor\bsherry\Barbara\My Documents\agenda\2015 Agenda\June 11, 2015 Regular Meeting.docx

6/5/2015 2:16 PM

# 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  
RJP

April 3, 2015

APR - 9 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 BJS

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

Dear Roland:

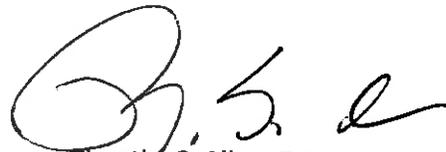
Per our conversation last week, please find the following attached for your review and processing for acceptance to the Town Board.

- 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. 02RO8595600**  
**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 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

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 Southeastly side of Somerstown Turnpike or  
State Highway Route No. 100;

THENCE RUNNING along the Southeastly 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.

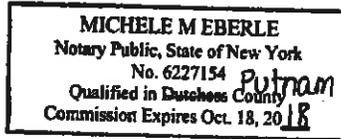
GRANTOR: Deans Bridge Associates, LLC, by *Lenore M Adams*, a member.

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

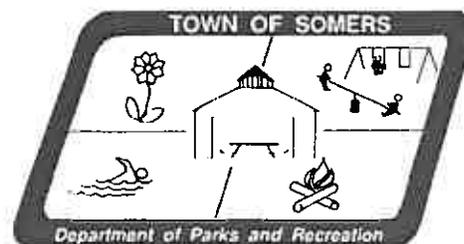
# **Somers Department of Parks & Recreation**

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

**Steven Ralston**  
**Superintendent**



May 27, 2015

To: Town Board

From: Steven Ralston  
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to accept with gratitude a \$1,800.00 donation from the Somers Women's Club to provide scholarships for Day Camp participants.

C: Town Clerk  
Park Board  
Director of Finance

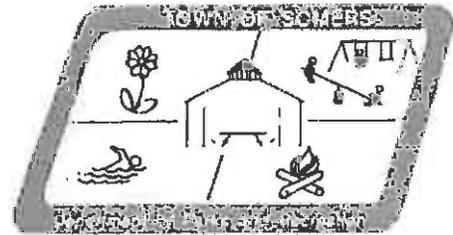
# Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

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**Steven Ralston**  
Superintendent



May 27, 2015

To: Town Board

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

Re: Request for Approval

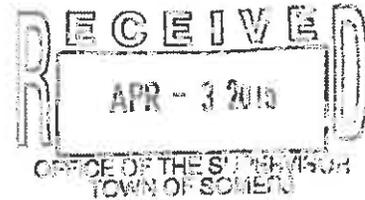
Request permission to hire the attached Day Camp and Tusker (teen travel) Trax staff from June 29 – August 7, 2015 and continue to hire for these programs on an as-needed basis pursuant to County Health counselor-to-camper ratio regulations.

Thank you

C: Park Board  
Director of Finance  
Town Clerk

April 2, 2015

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



Re: Recreation Fees

Dear Supervisor Morrissey,

At our meeting with you last month, we discussed AvalonBay's plans to build a Town Green and how the creation and maintenance of that Green should offset a portion of the Recreation Fees associated with the development of Avalon Somers. We believe that the size of the offset should relate to the value of the Green. The purpose of this letter is to propose a methodology for valuing the Green, which we are building and maintaining for the benefit of the public. The Planning Board has made it clear that they would like the Green to be public. The Green will be surrounded on all four sides with public parking, so it will be easy for members of the town who don't live in the Planned Hamlet to use the Green. The Planning Board at our last meeting indicated they would like the Green to incorporate a playground. Given the ease of access for the general public and the type of activities that can take place on the Green, it is easy to envision the Green becoming a popular amenity for the entire town. With all of this in mind, we have come up with two ways of valuing the land, both of which lead to similar outcomes. Please see the two valuation methods below:

I. Long term maintenance costs:

One way of valuing the Green would be to consider how much it will cost AvalonBay to maintain the Green. As you know, maintaining a public park in perpetuity is not inexpensive. AvalonBay will spend approximately \$25,000 per year in maintenance (landscaping, lawn maintenance, trash removal, snow removal, etc.). If we apply a capitalization rate to the annual expenditures, we can derive the present value of the future maintenance costs. Applying a capitalization rate of 6.5% to the \$25,000 annual costs yields a present value of \$384,615. Please keep in mind that this calculation only captures the long term cost of owning / maintaining the Green and does not factor in the capital costs involved with building the Green.

II. Acquisition costs:

AvalonBay is paying approximately \$5.1M for the land, which consists of 17.5 developable acres. This translates to a cost of ~\$291,000 per acre. We cannot develop apartments on the Green but will instead provide a space for public recreation. The Green is approximately 1.4 acres, which translates to a value of \$408,000.

Both methods of calculation lead to a value in the vicinity of \$400,000. We believe that a \$400,000 reduction to the Recreation Fee would be appropriate given that we are effectively donating \$400,000 worth of land to the Town.

Thank you very much.

Sincerely,

Todd Nicotra  
Senior Development Director

EC -  
TB  
S. Robinson  
J. Papp  
For Discussion

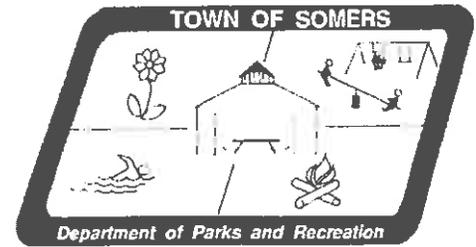
# Somers Parks & Recreation Board

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

**James Papa**  
Chairman



**TO:** Town Board  
Planning Board

**FROM:** Jim Papa, Chairman - Parks and Recreation Board

**RE:** Avalon

**DATE:** March 2, 2015

At our monthly meeting on February 25, 2015, the Parks and Recreation Board discussed:

- The request to reduce the Recreation Fees for the affordable housing units in the Avalon development.
- Issuing a credit of Recreation Fees on the 1.4 acre Village Green parcel, as it will be open to all Town residents.

The Parks and Recreation Board is in favor of giving a reduction in Recreation Fees for the 23 affordable housing units as was granted to the Mews II units.

Additionally, the Parks and Recreation Board recommends that a credit in Recreation Fees for the 1.4 acre Village Green not be given. However if the Town Board feels there should be a recreation fee credit, it should be equal to a residential site, not to exceed \$11,500 and the Village Green must be available to all Somers residents.

PLANNING AND ENGINEERING DEPARTMENTS

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

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrette Dym, AICP  
Director of Planning  
sdym@somersny.com

**MEMORANDUM**

**TO:** Town of Somers Town Board

**FROM:** Syrette Dym, Director of Planning

**DATE:** May 28, 2015

**RE:** Project: Hidden Meadow – Town Board Referral  
Applicant: The Kearney Realty & Development Group  
Location: 16 Route 6 (Section 15.07 Block 1 Lot 6)  
Zoning: R80 Residence District  
Actions: Granting of Approval of a Preliminary Development Concept Plan and the Reclassification of a Specific Parcel to the Multifamily Residence Baldwin Place District (MFR-BP) Floating Zone Pursuant to Section 170-13 Multifamily Residence MFR District of the Code of the Town of Somers

**Background**

By original application dated September 27, 2013 and received by the Town Board on September 27, 2013 and by the Planning Board office on September 30, 2013, The Kearney Realty & Development Group has sought to develop a 16.7 acre parcel located on Route 6 that is currently zoned Residence District R-80 with 53 townhouse type dwelling units through application of the Multifamily Residence Baldwin Place MFR-BP Floating district (Section 170-13.A Town Code) that would permit development at the requested density and unit type. Specifically, there will be 45 townhouses on individual fee simple lots, of which 8 will be affordable. In each of those 8 affordable townhomes, there will be a first floor affordable one-bedroom rental unit to be rented out by the owner of the three-bedroom affordable townhouse building above, for an additional 8 affordable units, or total of 16 affordable housing units.

In furtherance of that original application, the Applicant submitted an application for preliminary subdivision approval and site plan approval with accompanying applications for environmental permits for steep slopes, wetland and watercourse protection, and stormwater management and erosion and sediment control.

It was determined by the Town Board that to implement this request, modifications to the 1994 Town of Somers Comprehensive Master Plan and amendments to Section 170-13 Multifamily Residence MFR Districts would be required. As such, after public review and input, expert and its own analysis and environmental determination, the Town Board approved the proposed modification to the 1994 Town of Somers Comprehensive Master Plan and Associated Zoning Text Amendments to Section 170-13 Multifamily Residence MFR Districts by resolution on October 9, 2014.

The Planning Board, acting as lead agency at the request of the Town Board, issued a Negative Declaration on January 28, 2015 for actions which included:

- Application of the MFR-BP floating zone on the subject site by the Town Board
- Subdivision Approval by the Planning Board
- Site Plan Approval by the Planning Board

The findings of that Negative Declaration enable the Town Board to make Findings regarding the application of the MFR-BP district to the subject site and subsequent granting of approval of a preliminary development concept plan and the reclassification of the site to the MFR-BP Multifamily Residence Baldwin Place District Floating Zone.

#### **Next Town Board Action Required**

As required by Section 170-13C. Application procedure of the MFR Multifamily Residence District, the Town Board needs to schedule and hold a public hearing on the multifamily residence district zoning application after receipt of recommendations from the Planning Board and Open Space Committee, such input having been received during this process.

Therefore, the Town Board is requested to discuss and then act at its meetings of June 4 and June 11, 2015, respectively, on setting a public hearing for July 9, 2015 for Granting of a Preliminary Development Concept Plan and for the Reclassification of Property located at 16 Route 6, Tax Lot 15.07-1-6 known as the Hidden Meadow development, to the MFR-BP District, such notice to be published by the Town Clerk with notices to be mailed by the applicant to property owners within 1,000 feet of the property boundaries.

Cc: Town Board  
Planning Board  
Town Clerk  
Roland Baroni  
Open Space Committee  
Joe Barbagallo  
Ken Kearney  
Rich Williams

Z:\PE\Subdivision files\Hidden Meadow\Application of MFR-BP to Site\Memo to Town Board 05-28-15.docx

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

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle  
Principal Engineering Technician  
swoelfle@somersny.com



Syrette Dym, AICP  
Town Planner  
sdym@somersny.com

**TOWN BOARD**

Town of Somers, Westchester County, New York

**RESOLUTION**

**GRANTING OF APPROVAL OF A PRELIMINARY DEVELOPMENT CONCEPT  
PLAN AND THE RECLASSIFICATION OF A SPECIFIC PARCEL TO THE  
MULTIFAMILY RESIDENCE BALDWIN PLACE DISTRICT (MFR-BP)  
FLOATING ZONE**

Pursuant to § 170-13 Multifamily Residence MFR Districts of the Code of the Town of  
Somers

**WHEREAS**, the Town Board is considering the approval of a preliminary development concept plan and the reclassification of a specific parcel to the Multifamily Residence Baldwin Place MFR-BP District, a Floating Zone, pursuant to Section 170-13 Multifamily Residence MFR Districts of the Code of the Town of Somers to the property located at 16 Route 6 and identified as tax lot 15.07-1-6 on the tax maps; and

**WHEREAS**, the Project consists of a multi-family housing development with associated site appurtenances, consisting of (8) buildings containing (53) total units as follows: (37) market rate fee simple town homes, (8) fee simple affordable town homes and (8) affordable apartments, with its own individual entry, will be located within and owned by the owner of the corresponding affordable townhome, also with its own entry; and

**WHEREAS**, the project includes public water and sewer connections and onsite stormwater management; and

**WHEREAS**, multifamily residence districts were established in order to provide suitable opportunities within the Town for the development of housing designed to satisfy the needs of households maintained by the young, the elderly and families earning less than 80% of

the county's median income, and to permit a broad array of housing types, dwelling unit sizes and forms of ownership/occupancy; and

**WHEREAS**, these districts are intended to provide for the construction of multifamily housing on sites determined to be appropriate based upon criteria established in the Town Development Plan and in conformance with the standards recommended therein, which standards are designed to promote the public health, safety and general welfare and to require the development of housing which is responsive to the variety of special size, design, locational and affordability needs of present and future residents of the Town; and

**WHEREAS**, it is the specific purpose and intent of the Multifamily Residence Baldwin Place MFR-BP District to provide the opportunity for the development of medium-density, multifamily housing in and adjacent to the Baldwin Place business center area on sites within an existing, expanded or new sanitary sewer district, capable of being served with a central water system, and with convenient access to major roads, regional shopping, community facilities and services, and to include affordable housing; and

**WHEREAS**, all multifamily residence districts are established on a floating-zone basis, subject to approval by the Town Board and in accordance with an approved preliminary development concept plan; and

**WHEREAS**, the Town Board reviewed and clarified the intent of both the 1994 Comprehensive Master Plan and the MFR-BP District in light of the changes in the Route 6 Baldwin Place corridor over the last 20 years, and

**WHEREAS**, on September 27, 2013, the Town Board received an application for placement of the MFR-BP district and a concept plan of development relative to that district for the subject site; and

**WHEREAS**, the Town Board referred the proposed preliminary development concept plan and the reclassification of the Project Site to the Multifamily Residence Baldwin Place District Floating Zone to the Town of Somers Planning Board on October 10, 2013 and the Town of Somers Open Space Committee on November 15, 2013 for review and comment; and

**WHEREAS**, the Town Board, having made required referrals, held required public hearings, and having determined through review by the Planning Board whom it asked and who accepted the role of Lead Agency under SEQRA that there were no significant environmental impacts resulting from reclassification of the property or from development of the preliminary development concept plan in a Negative Declaration issued, January 28, 2015, reviewed and clarified the intent of both the 1994 Comprehensive Master Plan and

the MFR-BP District in light of the changes in the Route 6 Baldwin Place corridor over the last 20 years and approved such clarifications by resolution on October 9, 2014

**WHEREAS**, in correspondence dated April 28, 2014 whereby the Planning Board approved proposed modification to the 1994 Town of Somers Comprehensive Master Plan and Associated Zoning Text Amendments to Section 170-13 Multifamily Residence MFR Districts; and

**WHEREAS**, in addition, as part of the issuance of the Negative Declaration of January 28, 2015 which, among other actions pertained to application of the MFR-BP floating zone on the subject site, the Town of Somers Planning Board provided its recommendation of approval regarding the proposed preliminary development concept plan and the reclassification of the Project Site to the Multifamily Residence Baldwin Place District Floating Zone; and

**WHEREAS**, in numerous memorandums and correspondence, the Town of Somers Open Space Committee provided its comments on the proposed preliminary development concept plan and the reclassification of the Project Site to the Multifamily Residence Baldwin Place District Floating Zone ending with correspondence of November 14, 2014 which stated its satisfaction with resolution of its issues and further recommendations subsequently incorporated into the plan and such correspondence constituted its recommendation of approval regarding such concept plan and zoning reclassification; and

**WHEREAS**, a duly advertised public hearing on the preliminary development concept plan and the reclassification of the Project Site to the Multifamily Residence Baldwin Place District Floating Zone was opened by the Town Board on July 9, 2015, at which time public comments were taken and the hearing was closed on \_\_\_\_\_; and

**WHEREAS**, the Town Board has carefully considered all of the comments raised by the public and other interested agencies, organizations and officials, including those presented at meetings of the Board as well as those submitted separately in writing; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the foregoing WHEREAS clauses are incorporated herein by reference and are fully adopted as part of this approval; and

**BE IT FURTHER RESOLVED**, that the Town Board makes the following findings pursuant to §170-13 of the Town of Somers Zoning Law:

1. Minimum site area. The site meets the minimum site area of 10 acres to receive consideration for designation within the MFR-BP District. The site has an area of 16.8 acres.
2. Underlying Zoning. For consideration for designation within the MFR-BP District, a tract shall have an underlying zoning of R40 Residence District or R80 Residence District. The proposed site is located within the R40 Residence District.
3. Adjacency to Baldwin Place Business Center Area. For consideration for designation within the MFR-BP District, a tract shall have frontage on Route 6 and be located no further than 2,000 linear feet from the intersection of Route 6 and Mahopac Avenue. The proposed site has frontage on Route 6 and is located no more than 2,000 feet from the intersection of Route 6 and Mahopac Avenue.
4. Development Density. The proposed project meets the allowable development density and utilizes the allowable incentive density of one additional market-rate unit for each affordable unit in excess of the required 15% of the base permitted density, but does not exceed the maximum increase of 20% in the number of market-rate units.
5. Coverage. The proposed project complies with the maximum permitted building coverage of 20% and the maximum permitted combined coverage of buildings and paved surfaces of 40%. The project proposes 7.5% of building coverage and 18% of buildings and paved surfaces.
6. Maximum building height. The proposed project complies with the maximum permitted building height of 2.5 stories or 30 feet. The project proposes building heights of 22 feet.
7. Setbacks. The proposed project complies with all required building setbacks. All buildings within an MFR-BP District shall be set back at least 75 feet from any street line and 50 feet from any other lot line, except that the minimum setback from a common property line shared with land in an adjoining single-family residence district shall be at least 100 feet. Where the Planning Board determines that the objectives of such setbacks can be appropriately met with lesser distances, taking into consideration the nature of neighboring land uses, topographic conditions, existing vegetation, or other such similar factors, it may permit reduction in such setback requirements. The proposed setback shall be subject to Planning Board approval as part of its review of the detailed site development plans.
8. Traffic Access. The site has frontage on a major road, US Route 6. The access to the site is adequate to accommodate the anticipated traffic generation resulting from

the multifamily development and it has been determined that Route 6 is capable of accommodating the additional traffic by the project.

9. **Water and Sewerage Facilities.** The site shall be connected to the Windsor Farms Water District and the Town of Somers Sewer District.
10. **Drainage.** The stormwater drainage system serving the multifamily development is designed so that the rate of runoff from the site during the one-hundred-year storm will not exceed that which occurred prior to its construction. The calculation of the runoff rate and the design of the drainage system shall be subject of the approval of the Town Engineer.
11. **Refuse collection, storage and disposal.** The plans for the collection, storage, and disposal of refuse within the multifamily development shall be subject to Planning Board approval as part of its review of the detailed site development plans.
12. **Underground utilities.** All utilities, including electric, telephone and cable television service, shall be placed underground.
13. **Fire Protection.** The site plans for the multifamily development provide proper access for firefighting equipment and personnel. The location and number of hydrants shall be determined as adequate by the Bureau of Fire Prevention and approved by the Planning Board as part of its review of the final site development plans.
14. **Off-street Parking.** The proposed project complies with the number of required off-street parking spaces. The project proposes 118 parking spaces where 112 parking spaces are required.
15. **Recreation area and Open Space.** The proposed project meets and exceeds the MFR-BP Zoning District requirements for recreation and open space. To comply with the zoning requirements for recreation area, the project would need to provide 8,700 square feet of recreational area. The project is providing 11,400 square feet of recreational area, which includes a gazebo, playground, multi-purpose recreation field, picnic/barbeque area and multi-purpose sport court. In addition, a recreation fee will be paid to the Town of Somers. All portions of the development which are not used for buildings, streets, or designated recreation areas will be maintained as permanent open space.
16. **Individual Unit Access.** Each individual dwelling unit has its own separate entrance leading directly to the outside.

17. Central Antenna System. Cable television service is available to serve the multifamily development and a central television antenna system will not be required.
18. Minimum Floor Area. All proposed dwelling units meet the required minimum floor area requirements.
19. Exterior lighting shall be provided according to a lighting plan approved by the Planning Board.
20. The proposed project complies with the required number of affordable housing units as defined in §170-13 of the Town of Somers Zoning Law.

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Somers, hereby approves the preliminary development concept plan and the reclassification of a Tax Lot 15.07-1-6 to the MFR-BP Multifamily Residence Baldwin Place District Floating Zone.

This Resolution shall have an effective date of \_\_\_\_\_, 2015.

**BY ORDER OF THE TOWN BOARD  
TOWN OF SOMERS**

\_\_\_\_\_  
**Kathleen R. Pacella, Town Clerk**

**Dated:** \_\_\_\_\_

OFFICE OF THE SUPERVISOR

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

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

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR

*June Agenda  
20-TB TC TA  
Fun.  
5/28/15 djs*



May 27, 2015

**MEMO**

**TO:** Town Board

**FROM:** Barbara Sherry *Barbara Sherry*  
Secretary to the Supervisor

**SUBJECT:** Summer Meeting Schedule

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After polling the Board, I would ask the Board to adopt the following meeting schedule:

July 9, 2015	Combined Work Session/Regular Meeting
August 20, 2015	Combined Work Session/Regular Meeting

Thank you.

## Barbara Sherry

---

**From:** [redacted]  
**Sent:** Sunday, May 24, 2015 4:46 PM  
**To:** Barbara Taberer  
**Subject:** From Dennis Acampora

Dear Barbara,  
This is to inform you of my resignation as an employee at the Somers Senior Program.  
Thanks for everything. It was a pleasure working with you. Please confirm that you received this email.

Regards,  
Dennis Acampora

*June agenda  
SC-TB/TCTA  
FM  
5/21/15  
RP*

JUSTICE COURT

Town of Somers

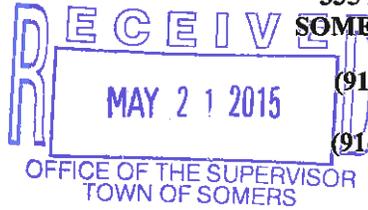
WESTCHESTER COUNTY, N.Y.

TOWN JUSTICES

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



TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589



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

May 20, 2015

MEMO TO: Rick Morrissey  
Supervisor

FROM: Hon. Denis J. Timone *[Signature]*  
Hon. Michael J. McDermott

RE: Summer Intern

The Somers Justice Court would be interested in employing a summer intern. The intern will be paid \$12.00 an hour and work approximately 30 hours a week for 10 weeks. The intern will be paid from the Courts budget. This is particularly important since Diana Dopman will not be available this summer to fill in as needed during the entire summer.

The intern is Julia Malik and has interned in the Somers Justice Court previously.

*effective June 1, 2015.*

## Barbara Sherry

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**From:** [redacted]  
**Sent:** Monday, May 18, 2015 4:32 PM  
**To:** Barbara Sherry  
**Cc:** Tom Garrity; Robert Spadaccia  
**Subject:** Risk Management and Safety Committee

It is with a great deal of regret that I'm forwarding my resignation as Chairman of the Risk Management and Safety Committee. It has been a pleasure working with Councilman Tom Garrity and Consultant Bob Spadaccia. Their backgrounds, knowledge and interest in the Town of Somers are vital to the Committee.

It provides much personal satisfaction that since our formation by the Town Board 16 years ago, I feel that we have more than met their mandate to review and address potential problem areas that impact the town from a life, safety, employee work environment and potential public liability exposure perspective.

Bill Kehoe

Sent from my iPad

use  
a scan

0- TO TL 1A  
Finance TA 5/28/15 Highway Department

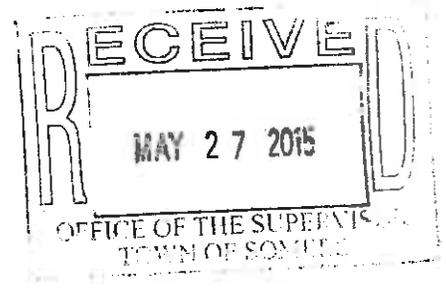
TELEPHONE  
(914) 232-4848  
FAX  
(914) 232-0150

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

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: MAY 18, 2015

RE: INSURANCE RESERVE FUND

Please be advised that at this time I am requesting reimbursement from the Insurance Reserve Fund in to amount of \$250.00 for the replacement of the front windshields on Highway Truck #9.

If you should have any questions please feel free to contact me at any time.

Yours truly,

Thomas E. Chiaverini  
Supt. of Highways

Cc: Town Clerk  
Finance Dept.

# Tri-State Auto Glass

P.O. Box 224  
 Middlebury, CT 06762  
 Phone 203-578-6119 • Fax 203-591-8645  
 License # GLZ.0000018-AG2

## WORK ORDER INVOICE 010132

NAME <i>ICWAL / SOMERS</i>		DATE OF ORDER <i>5-14-15</i>	
ADDRESS <i>KTE 100</i>		RES. PHONE	
<i>SOMERS</i>		BUS. PHONE	
INSURANCE CO. / AGENT		POLICY NO.	
ADDRESS		YEAR, MAKE, MODEL	
DELIVERY DIRECTIONS <i>2006 Ford F550</i>		<input type="checkbox"/> FURNISH & INSTALL <input type="checkbox"/> FURNISH ONLY <input type="checkbox"/> WILL CALL <input type="checkbox"/> DELIVER	
SOLD BY	CASH	CHECK	C.O.D.
			CHARGE
			ON ACCT.

QTY.	SIZE	DESCRIPTION	AMOUNT
		<i>2 replace front windshield</i>	<i>250-</i>
		<i>DW1505 sky</i>	

DESCRIPTION OF WORK  
*TRUCK #9*  
*VIN = 1FDAF57P86EC33067*

STATEMENT OF AUTHORIZATION AND SATISFACTION Replacement or repair has been made to my satisfaction and I hereby authorize the above insurance company to pay direct in full to the above listed firm for said installation. If for any reason the insurance company does not pay for these repairs or replacements, the below signed agrees to pay for said repairs or replacement.	TOTAL MATERIAL	
	TOTAL LABOR	
	TAX	
	SUB-TOTAL	
	<input type="checkbox"/> DEPOSIT <input type="checkbox"/> DEDUCTIBLE	
SIGNATURE <i>X</i>	TOTAL	<i>250.00</i>
RECEIVED BY	DATE	

Highway Department

# Town of Somers

WESTCHESTER COUNTY, N.Y.

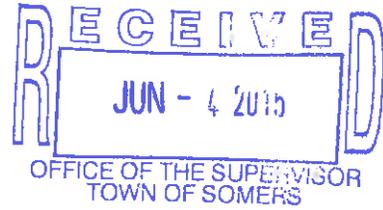
250 RT. 100  
P.O. BOX 281

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

THOMAS E. CHIAVERINI  
Superintendent of Highways

LOUIS N. NOTO, JR.  
Deputy Supt. of Highways

*June 11 agenda*



MEMO TO:

*SC* SUPERVISOR  
TOWN BOARD, *TC-TA D.H. 7m 6/4/15 bp*

FROM:

THOMAS E. CHIAVERINI  
SUPT. OF HIGHWAYS

DATE:

MAY 29, 2015

RE:

INSURANCE RESERVE FUND

Please be advised that at this time I am requesting reimbursement from the Insurance Reserve Fund in to amount of \$633.40 for the repair damage to left rear of Highway Vehicle 2012 Chevy Tahoe Car #1

If you should have any questions please feel free to contact me at any time.

Yours truly,

Thomas E. Chiaverini  
Supt. of Highways

Cc: Town Clerk  
Finance Dept.



## Indian Auto Collision, Inc

13 Edgemont Rd, Katonah, NY 10533  
 (914) 232-2240  
 Fax: (914) 232-2774  
 Email: indianauto@optima.net  
 Tax ID: 133018029 BAR #: 7060693

Damage Assessed By: PETER DEVEY  
 Classification: None

Deductible: UNKNOWN

Owner: CAR 1 SOMERS HIGHWAY DEPT  
 Telephone: Home Phone: (914) 232-6946

Mitchell Service: 910947

Description: 2012 Chevrolet Tahoe Police  
 Body Style: 4D UT  
 VIN: 1GNSKJZ62CR277686  
 OEM/ALT: A  
 Color: White  
 Options: 4WD CR AWD

Drive Train: 3.3L Inj 8 Cyl 4WD

Search Code: B700025

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Union
1	001000	BDY	REPAIR	L Quarter Outer Panel	Existing		8.0*
2	AUTO	REF	REFINISH	L Quarter Panel Outside			C 2.0
3	001654	BDY	REMOVE/REPLACE	L Quarter Fuel Door	16940979 GM PART	169.30	0.5
4	AUTO	REF	REFINISH	L Fuel Door			NC #
5	AUTO	REF	REFINISH	L Add For Inside Fuel Door			C 0.2
6	002117	BDY	REMOVE/INSTALL	L Quarter Wheelhouse Liner	Existing		0.4 r
7	002035	REF	REFINISH	Rear Bumper Access Hole Cover			C 0.2
8	AUTO	BDY	OVERHAUL	Rear Bumper Cover Assy			2.0
9	001000	BDY	REMOVE/REPLACE	Rear Bumper Cover	** QUAL REPL PART	436.50 *	NC
10	AUTO	REF	REFINISH	Rear Bumper Cover			C 2.0
11	AUTO	BDY	REMOVE/REPLACE	Rear Add w/ Parking Sensor			0.4
12	999012		ADD'L COST	Hazardous Waste Disposal		5.00 *	
13	900500	BDY *	REMOVE/REPLACE	TRUCK COVER	New	10.00 *	0.2*
14	900500	BDY *	ADD'L LABOR OP	CLEAN FOR DELIVERY	Existing		0.0*
15	900500	BDY *	REMOVE/INSTALL	INTERIOR AS NECESSARY	Existing		r
16	900500	BDY *	REPAIR	MASK FOR PRIMERCOAT	Existing		0.2*
17	900500	REF *	REMOVE/REPLACE	EPOXY PRIME NEW PARTS	New	20.00 *	0.2*
18	900500	REF *	REMOVE/REPLACE	FLEX ADDITIVE	New	12.00 *	0.2*
19	AUTO	REF	ADD'L OPR	Clear Coat			1.0
20	933003	REF	ADD'L OPR	Tint Color			0.3*
21	933004	BDY	ADD'L OPR	Undercoating		12.00 *	0.3*
22	933005	BDY	ADD'L OPR	Restore Corrosion Protection		15.00 *	0.3*
23	933007	REF	ADD'L OPR	Feather, Prime & Block			0.5*
24	AUTO	REF	ADD'L OPR	Finish Sand And Buff			1.7
25	933015	REF	ADD'L OPR	Mask For Overspray			0.3*
26	933038	REF	ADD'L OPR	New Substrate Prep		20.00 *	1.0*
27	900500	BDY *	REPAIR	L REAR LAMP POCKET	Existing		1.0*
28	AUTO		ADD'L COST	Paint/Materials		353.78 *	

ESTIMATE RECALL NUMBER: 05/16/2015 17:07:48 1629

Mitchell Data Version: OEM: MAY\_15\_V  
 MAP: MAY\_15\_V

Software Version: 7.1.177

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 All Rights Reserved

- \* - Judgment Item
- # - Labor Note Applies
- C - Included In Clear Coat Calc
- r - CEG R&R Time Used For This Labor Operation

### Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Subst Assist	Totals	II. Part Replacement Summary	Amount
Body	11.6	62.00	27.00	0.00	745.20 T	Taxable Parts	587.30
Refinish	12.0	62.00	30.00	0.00	774.00 T	Sales Tax	43.00
					Taxable Labor	1,220.20	
					Labor Tax	448.54	Total Replacement Parts Amount
						7.375%	630.67
<b>Labor Summary</b>	<b>23.6</b>				<b>1,632.31</b>		
						IV. Adjustments	Amount
II. Additional Costs							
Taxable Costs						368.70	Customer Responsibility
Sales Tax						26.46	0.00
Total Additional Costs						395.24	
Paint Material Method: RMC							
						I. Total Labor:	1,632.31
						II. Total Replacement Parts:	630.67
						III. Total Additional Costs:	395.24
						Gross Total:	2,648.22
						IV. Total Adjustments:	0.00
						Net Total:	2,648.22

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO REPLACEMENT PARTS AVAILABLE FROM THE ORIGINAL MANUFACTURER.

This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

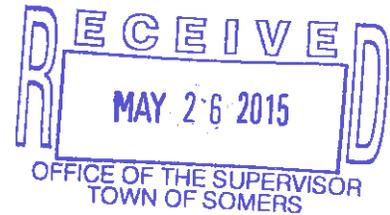
Adam Smith  
Superintendent of Water & Sewer  
asmith@somersny.com

# Water & Sewer Department

## Town of Somers

WESTCHESTER COUNTY, N.Y.

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



Date: May 26, 2015  
To: Somers Town Board  
From: Adam Smith  
Superintendent of Water & Sewer  
RE: Cypress Lane Water Main Replacement

---

Attached please find the Cypress Lane Water Main Replacement Bid Tabulation from Woodard & Curran (W&C). Two bids were received, and upon review, Landscape Unlimited, Inc. was the lowest bidder and had a complete bid package. I concur with W&C recommendation and request the Town Board award the contract to Landscape Unlimited, Inc.

cc: Town Clerk  
Director of Finance  
Town Attorney

## MEMORANDUM



**TO:** Adam Smith, Town of Somers  
**FROM:** Steven Robbins, P.E. LEED AP  
**DATE:** May 14, 2015  
**RE:** Bid Tabulation and Reference Check  
Cypress Lane Water Main Replacement

Woodard & Curran prepared bid documents, including drawings and specifications for the Cypress Lane Water Main Replacement. The bid period was from April 13, 2015 through May 6, 2015. Two bids were received, and upon review, Landscape Unlimited, Inc. was the lowest bidder and had a complete bid package. Based on their bid process and references, we recommend award to Landscape Unlimited, Inc.

A tabulation of both bids is presented in the table below.

				Bidder			
				Landscape Unlimited, Inc.		Baker Digging, Inc.	
Item	Description	Units	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization and Demobilization	L.S.	1	\$5,300.00	\$5,300.00	\$8,500.00	\$8,500.00
2	6" DR-25 PVC Water Main	L.F.	440	\$50.00	\$22,000.00	\$60.00	\$26,400.00
3	Gate Valves and Boxes	EA	4	\$1,500.00	\$6,000.00	\$7,700.00	\$16,700.00
4	PVC Water Pipe Fittings	EA	23	\$200.00	\$4,600.00	\$90.00	\$2,070.00
5	Hydrant Assemblies	EA	1	\$5,000.00	\$5,000.00	\$2,750.00	\$7,250.00
6a	Water Service Fittings – Corporation Stops	EA	6	\$425.00	\$2,550.00	\$140.00	\$840.00
6b	Water Service Fittings – Curb Stops	EA	6	\$425.00	\$2,550.00	\$140.00	\$840.00
7	Water Service Tubing	L.F.	199	\$50.00	\$9,950.00	\$55.00	\$10,800.00
8	Excavation and Backfill	C.Y.	326	\$50.00	\$16,300.00	\$60.00	\$19,560.00
9	Pavement Restoration	Tons	90	\$175.00	\$15,750.00	\$300.00	\$27,000.00
10	Miscellaneous Additional Work at Direction of Owner	L.S.	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
<b>BID TOTAL</b>					<b>\$97,500.00</b>		<b>\$127,460.00</b>
Bid Documents & Requirements (YES/NO)							
<b>Bid Signed</b>				<b>YES</b>		<b>YES</b>	
<b>Furnished Bid Bond or Check</b>				<b>YES</b>		<b>YES</b>	
<b>Furnished References</b>				<b>YES</b>		<b>YES</b>	
<b>Amendment #1 Signed</b>				<b>YES</b>		<b>YES</b>	

*Glen F. Kubista & Associates*

242 BROADWAY · PO BOX 670  
PORT EWEN, NEW YORK 12466

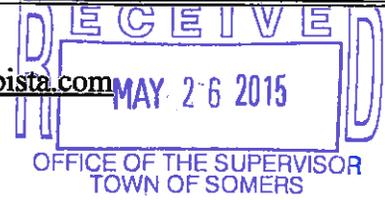
PHONE: (845) 338-8062

FAX: (845) 338-6057

*June  
agenda  
EC-TBCTA  
5/26/15  
DP*

kubista@aol.com

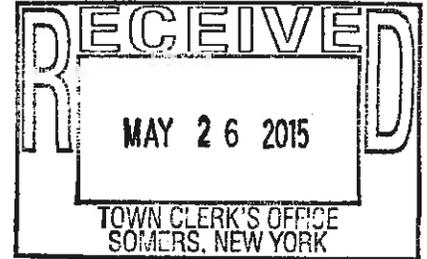
www.gkubista.com



May 20, 2015

Clerk, Town of Somers  
335 Route 202  
Somers, New York 10589

RE: **THE PUB AT SOMERS INC**  
**THE SOMERS PUB**  
**152 RT 202**  
**LINCOLNDALE NY 10589**



Dear Sir/Madam

This office represents the above subject applicant with their license application for the premises so captioned.

As required by the ABC Law Section 110 (b) I, on their behalf, am notifying you of their intent to file an application, for a liquor license, with the New York State Liquor Authority.

Pending a waiver from your municipality, a 30 hold, before said application can be filed, is mandated by the State Liquor Authority. If a waiver to this hold is an option please refer to the attached "sample waiver" and provide same on your letterhead.

Please feel free to contact this office should you have any questions regarding this notice.

Very truly yours,

*Glen F. Kubista*  
Glen F. Kubista

**CERTIFIED MAIL RETURN RECEIPT 7009 2820 0002 3601 9166**

**SAMPLE WAIVER**

Kerri O'Brien - CEO  
New York State Liquor Authority  
80 South Swan Street Suite 900  
Albany, New York 12210

**RE: THE PUB AT SOMERS INC  
THE SOMERS PUB  
152 RT 202  
LINCOLNDALE NY 10589**

Dear Ms. O'Brien

The Town of Somers acknowledges that a Liquor License Application is being filed by the above captioned for the location so specified.

In this instance the Town of Somers its rights to the 30 day hold and consents to the processing and issuance of the aforesaid license.

Please feel free to contact this office should you have any questions regarding this letter.

**This letter can be signed by the Town Clerk, Supervisor, Mayor or any other authorized official**

**This letter should be typed to the Liquor Authority BUT sent to my office by mail or Faxed to 338-6057 so that same can be included with the License Application Package.**

OFFICE USE ONLY		
<input type="radio"/> Original	<input checked="" type="radio"/> Amended	Date <u>05-19-2015</u>

State of New York  
 Executive Department  
 Division of Alcoholic Beverage Control  
 State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

(Page 1 of 2 of Form)

1. Date Notice was Sent: (mm/dd/yyyy) 03/16/2015

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

- New Application  Renewal  Alteration  Corporate Change

**This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board**

3. Name of Municipality or Community Board: TOWN OF SOMERS

**Applicant/Licensee Information**

4. License Serial Number, if not a New Application:  Expiration Date, if not a New Application:

5. Applicant or Licensee Name: THE PUB AT SOMERS INC

6. Trade Name (if any): THE SOMERS PUB

7. Street Address of Establishment: 152 RT 202

8. City, Town or Village: LINCOLNDALE, **NY** Zip Code: 10589

9. Business Telephone Number of Applicant/Licensee: 914 248 8400

10. Business Fax Number of Applicant/Licensee: NONE

11. Business E-mail of Applicant/Licensee: TOTALPCF69@GMAIL

**For New applicants, provide description below using all information known to date.  
 For Alteration applicants, attach complete description and diagram of proposed alteration(s).  
 For Current Licensees, set forth approved Method of Operation only.  
 Do Not Use This Form to Change Your Method of Operation.**

12. Type(s) of Alcohol sold or to be sold: ("X" One)  Beer Only  Wine & Beer Only  Liquor, Wine & Beer

13. Extent of Food Service: ("X" One)  Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef)  Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily; Meets legal minimum food availability requirements)

14. Type of Establishment: ("X" all that apply)

Recorded Music  Live Music  Disc Jockey  Juke Box  Karaoke Bar  Stage Shows

Patron Dancing (small scale)  Cabaret, Night Club (Large Scale Dance Club)  Catering Facility

Capacity of 600 or more patrons  Topless Entertainment  Restaurant  Hotel

Recreational Facility (Sports Facility/Vessel)  Club (e.g. Golf Club/Fraternal Org.)  Bed & Breakfast

Seasonal Establishment

15. Licensed Outdoor Area: ("X" all that apply)

None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure

Sidewalk Cafe  Other (specify):

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

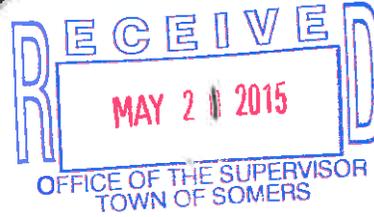
SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
www.somerny.com

*June Agenda  
EC-TB TC  
TA  
5/2/15 DP*

Telephone (914) 277-5366  
Fax (914) 277-4093  
Steven Weelfle  
Principal Engineering Technician  
sweelfle@somerny.com



Syrett Dym, AICP  
Town Planner  
sdym@somerny.com



Date: April 9, 2015  
To: Director of Finance T10(914)  
From: Wendy Getting *WJG*  
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

## Standard Work Day and Reporting Resolution

**BE IT RESOLVED**, that the Town of Somers, Location Code 30038 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on record of activities maintained and submitted by these officials to the Clerk of this body:

Title	Name	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participants in Employers' Time Keeping System (Y/N)	Days/Months (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
<b>Elected Officials</b>							
Town Clerk	Kathleen R. Pacella	6	1/1/12-12/31/15	N	26.67		
Town Board	Thomas A. Garrity, Jr	6	1/1/12-12/31/15	N	11.67		
Town Board	Anthony J. Cirieco	6	1/1/14-12/31/17	N	5.25		
Town Board	William G. Faulkner	6	1/1/14-12/31/17	N	4.03		
Highway Superintendent	Thomas E. Chiaverini	6	1/1/12-12/31/15	N	29.50		
Tax Receiver	Joan Ribaudo	6	1/1/14-12/31/17	N	31.50		
Judge	Michael J. McDermott	6	1/1/12-12/31/15	N	17.00		
<b>Appointed Officials</b>							
Assessor	Teresa Stegner	7	10/1/13-9/30/19	Y			
Parks & Rec Board Chair	James Papa	7	1/3/14-12/31/14	N	1.26		
Director of Finance	Robert Kehoe	7	1/1/13-12/31/14	Y			
Deputy Town Clerk	Patricia Kalba	7	1/1/14-12/31/14	Y			
Deputy Highway Superintendent	Louis Noto	7	1/1/14-12/31/14	Y			
Deputy Receiver of Taxes	Michele A. McKearney	7	1/1/14-12/31/14	Y			

On this 13 day of June, 2014

Signature: Kathleen R. Pacella Date enacted: June 12, 2014

I, Kathleen R. Pacella, Clerk of the governing board of the Town of Somers, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on 12<sup>th</sup> day of June, 2014, on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto  
Set my hand and the seal  
Of the Town of Somers.

I further certify that the full board, consisting of 5 members, that and 5 of such members were present at such meeting as that 5 of such members voted in favor of the above resolution.

(SEAL)

Highway Department

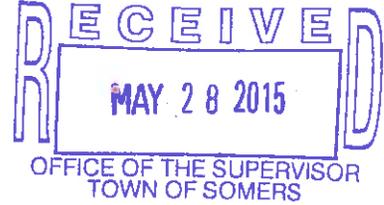
**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

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

THOMAS E. CHIAVERINI  
Superintendent of Highways

LOUIS N. NOTO, JR.  
Deputy Supt. of Highways



*June 1st  
sc -  
all  
5/29/15  
DP*

MEMO TO: SUPERVISOR  
TOWN BOARD

FROM: THOMAS E. CHIAVERINI  
SUPT. OF HIGHWAYS

DATE: MAY 28, 2015

RE: RE-BID MECHANICAL STREET SWEEPER

Attached is a letter from 3D Industrial Maintenance Sweeper Contractor stating that there was a clerical error, therefore we had to Re-bid the road sweeping. Also attached are the new Bid results. I recommend that we increase the maximum hourly rate to \$135.00 and we will continue to use the lowest rate whenever possible.

If you should have any additional questions please feel free to contact me.

Yours Truly

Thomas E. Chiaverini  
Supt. of Highways



THREE D  
INDUSTRIAL  
MAINTENANCE  
CORP.

ROCKLAND OFFICE  
PHONE: (845) 429-2884  
FAX: (845) 429-0143

DUTCHESS OFFICE  
PHONE: (845) 896-2099  
FAX: (845) 896-2801

MAIN OFFICE  
3 BROWNS LANE HAWTHORNE, NY 10532 PHONE: (914) 592-3090 FAX: (914) 592-2379

Town of Somers  
250 Route 100  
Somers, NY 10589  
Attn: Thomas Chiaverini

Due to a clerical error on the submittal of the Road Sweeping Bid, Three D Industrial Maintenance Corp., is requesting to be withdrawn from providing such services to the Town of Somers, NY.

Three D Industrial Maintenance Corp., appreciates your understanding and attention to this matter.

The Sweepers will work through the end of the day on April 7, 2015.

Sincerely,

John Dubbioso, President

Highway Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

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

THOMAS E. CHIAVERINI  
Superintendent of Highways

LOUIS N. NOTO, JR.  
Deputy Supt. of Highways



MEMO TO: JOHN - 3D INDUSTRIAL

FROM: THOMAS E. CHIAVERINI

DATE: APRIL 8, 2015

RE: EQUIPMENT RENTAL RATES - 2015 - REBID

PLEASE SUBMIT PRICES FOR THE FOLLOW EQUIPMENT ON A PER HOUR BASIS:

MECHANICAL STREET SWEEPER

\$98.00

SEND YOUR BID IN A SEALED ENVELOPE MARKED 2015 EQUIPMENT BID

PLEASE NOTE - FUEL WILL BE SUPPLIED BY CONTRACTOR

Easystreet Cleaning, Inc.

212 Van Wagner Road  
Poughkeepsie, NY 12603

# Proposal

Proposal Date: 5/6/2015

Proposal #: 20146

845-452-0151

Miranda214@verizon.net

**Bill To:**

Town of Somers  
250 Route 100  
Somers, New York 105890

Project:

Description	Est. Hours/Qty.	Rate	Total
Sweeping all town roadways and requested parking areas. *Price per truck, per hour. Travel time is not included (\$100 per hour per truck, 2 hours daily)		135.00	135.00
		0.00	0.00
		<b>Total</b>	<b>\$135.00</b>

Please provide proof of tax-exempt status prior to commencement of work for invoicing purposes.

Approved Signature: \_\_\_\_\_

Since 1910



Local 1000 AFSCME, AFL-CIO

SOUTHERN REGION OFFICE  
568 State Route 52, Beacon, New York 12508  
Office: 845 831-1000 • Fax: 845 831-1117

**New York's LEADING Union**

May 28, 2015

Sent Via Fax (914) 276-0082 and Certified US Mail RRR  
7013 2630 0001 7412 4443

Mr. Rick Morrissey, Supervisor  
Town of Somers  
Town House  
335 Route 202  
Somers, New York 10589

Re: CSEA Contract Ratification

Dear Supervisor ~~Morrissey~~, *Rick*



Please be advised the members of the Civil Service Employees Association Inc., Local 1000, Town of Somers Unit # 8230, approved the terms and conditions contained in the Stipulation of Agreement dated May 15, 2015 along with the Addendum dated May 27, 2015, for a successor Collective Bargaining Agreement. Thanks goes to you, Richard Clinchy and your staff for the successful conclusion to a long drawn out negotiations. Please advise the results of the Town Board's actions on this matter.

Sincerely

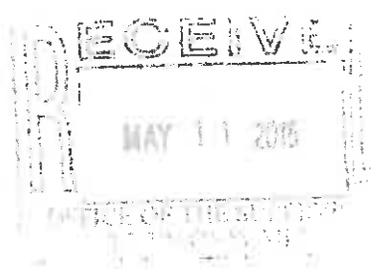
Fred Smit  
Labor Relations Specialist

cc: Gary Cannonier, Region Director  
Greg Maroni, Unit President



June Agenda  
EC-TB TC TA  
5/22/152  
R#

Westchester  
gov.com



Robert P. Astorino  
County Executive

Westchester County Tax Commission

Mary Beth Murphy, Esq.  
Executive Director

Wednesday, May 06, 2015

Town Council (Tax levying Body)  
C/O The Honorable Rick Morrissey, Supervisor  
335 Route 202  
Somers, NY 10589

Board of Education, Somers Central School District  
C/O Dr. Raymond Blanch, Superintendent  
250 Route 202  
Somers, NY 10589

Teresa Stegner, IAO  
Assessor  
Town of Somers  
335 Route 202  
Somers, NY 10589

RE: Application for Refund and Credit (27.13-1-57 / Dietrich)

Dear Sirs and Madams:

Enclosed are applications for refund and credit (RP-556) that this office received for the parcel referenced above. Involved are the 2014 and 2015 County / Town tax years and the 2014/2015 school tax year. I have determined that a clerical error occurred.

It is therefore my recommendation that the application be approved pursuant to RPTL §550.2(a).

If this application is approved by the tax levying body, a correction to the tax roll should be made accordingly.

Enclosures.

Sincerely,  
  
Mary Beth Murphy  
Executive Director

Westchester County Tax Commission, Office of the Executive Director  
110 Dr. Martin Luther King Jr., Blvd. FAX: (914) 995-4333  
Room L-221 Telephone: (914) 995-4325  
White Plains, New York 10601 E-mail: Mbm7@westchestergov.com

Website: <http://www.westchestergov.com/taxcommission>



**J. O'Connell & Associates, Inc.**   
**GRANTS CONSULTANTS**  
**10646 Main Street**  
**Clarence, New York 14031**  
**(716) 759-8580**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between **J. O'CONNELL & ASSOCIATES, INC., GRANTS CONSULTANTS**, having its principal place of business at 10646 Main Street, Clarence, New York 14031, hereinafter referred to as "J. O'CONNELL & ASSOCIATES, INC.," and the **TOWN OF SOMERS**, having its principal place of business at 335 Route 202, Somers, New York 10589, hereinafter referred to as "THE ORGANIZATION."

**WITNESSETH:**

**WHEREAS**, J. O'CONNELL & ASSOCIATES, INC., is engaged in the business of grants consultation; and

**WHEREAS**, THE ORGANIZATION is desirous of retaining the professional services of J. O'CONNELL & ASSOCIATES, INC.;

**NOW**, in consideration of the mutual promises and covenants contained herein, it is agreed between the parties hereto as follows:

1. That THE ORGANIZATION retains the professional services of J. O'CONNELL & ASSOCIATES, INC. for a period commencing June 1, 2015 and ending on May 31, 2016.

2. That THE ORGANIZATION agrees to pay J. O'CONNELL & ASSOCIATES, INC. for professional services rendered hereunder, the sum of Thirty-six Thousand (\$36,000.00) Dollars, payable as follows: the sum of Nine Thousand (\$9,000.00) Dollars in advance for the first three-month quarter and Nine Thousand (\$9,000.00) Dollars for every quarter thereafter for professional services performed by J. O'CONNELL & ASSOCIATES, INC.

3. In consideration of the sums to be paid by THE ORGANIZATION, J. O'CONNELL & ASSOCIATES, INC. agrees to:

- (1) Conduct a needs assessment of THE ORGANIZATION, to identify potentially fundable programs;
- (2) Present identified programs into a form that becomes acceptable to the grant reviewer;
- (3) Conduct an on-going review of available funding sources that allows THE ORGANIZATION immediate knowledge of multiple sources;
- (4) Prepare organizational background statements, and formal letters of intent to submit to the granting agencies;
- (5) Develop COMPLETE proposals into written form that keeps them in compliance with the grant guidelines;
- (6) Follow-up on all grant applications that have been submitted on THE ORGANIZATION'S behalf;
- (7) Attend meetings with THE ORGANIZATION, ORGANIZATION staff, ORGANIZATION board members, government officials; and,
- (8) Prepare periodic status reports that keep THE ORGANIZATION informed as to the progress of the grants activities.

4. This Agreement can be terminated if J. O' CONNELL & ASSOCIATES, INC. breaches or violates any of the contract terms; both parties will attempt to negotiate a settlement that is acceptable to all parties. If an acceptable settlement or arrangement cannot be agreed upon by both J. O'CONNELL & ASSOCIATES, INC., and THE ORGANIZATION, each party will have available to them any and all appropriate legal remedies.

5. This Agreement may be terminated, at any time, by THE ORGANIZATION by providing notification in writing delivered via the U.S. mail, overnight courier service or in person, stating said contract is being terminated. THE ORGANIZATION will be responsible for payment to J. O'CONNELL & ASSOCIATES, INC. for all work performed until the Contractor receives such written termination.

6. This Agreement may not be changed, modified or altered except upon the express written consent of the parties hereto.

7. If THE ORGANIZATION requests the presence of J. O'CONNELL & ASSOCIATES, INC. at an out of town meeting, travel is billable at the IRS rate or coach class airfare (whichever is less). Out of town travel would be outside of the Western New York Area, or 200 miles round trip from the offices of J. O'CONNELL & ASSOCIATES, INC. In order for proposal development and the timely submission of grants, J. O'CONNELL & ASSOCIATES, INC. will also travel to THE ORGANIZATION upon prior notification and approval of the Supervisor of the Town of Somers. Travel expenses will be paid to J. O'CONNELL & ASSOCIATES, INC by THE ORGANIZATION, upon presentation of receipts and prior approval of travel by THE ORGANIZATION. Travel expenses to include; transportation, lodging and meals.

8. J. O'CONNELL & ASSOCIATES, INC. is a professional grants consulting firm, and as such is an independent contractor, and in no way shall be deemed as an employee of THE ORGANIZATION.

Date: June 1, 2015

J. O'CONNELL & ASSOCIATES, INC.,  
GRANTS CONSULTANTS

BY Jean K. O'Connell  
JEAN K. O'CONNELL,  
PRESIDENT

Date: \_\_\_\_\_

TOWN OF SOMERS,

BY \_\_\_\_\_

RICK MORRISSEY,  
SUPERVISOR

## Barbara Sherry

---

**From:** Bob Kehoe  
**Sent:** Tuesday, June 02, 2015 4:18 PM  
**To:** Barbara Sherry  
**Subject:** June 11 Agenda

Barbara,

Please add a change to Syrette's billing rate from \$102.23 to \$103.83 to reflect her change to full time status.

Thanks,

Bob

Robert Kehoe  
Director of Finance  
Town of Somers  
335 Route 202  
Somers, New York 10589  
914-277-4394  
914-277-3788 Fax



**DATE:** April 9, 2015

**COMMUNITY MEMBERS IN ATTENDANCE:**

Frank Maricic, Somers Energy and Environmental Committee

**CLIMATE SMART COMMUNITIES REGIONAL COORDINATORS:**



Kari Hewitt, Director of Sustainability

Ana Hagerup, Sustainability Planner

---

**CLIMATE PROTECTION PRIORITIES**

- Update a local government operations greenhouse gas emissions inventory
- Conduct a vulnerability assessment
- Complete the Town of Somers Sustainability Plan

**CLIMATE SMART COMMUNITY STRATEGY RECOMMENDATION**

Update a greenhouse gas emissions inventory for local government operations to capture and report successes from renewable energy installations and other energy efficiency projects.

**CLIMATE PROTECTION ISSUE TO BE ADDRESSED**

The Town of Somers has taken impressive steps to reduce their energy use and greenhouse gas (GHG) emissions associated with government operations and services. In order to measure their success in reducing greenhouse gas emissions, the Town needs to update their GHG emissions inventory for local government operations.

**PLEDGE ELEMENTS TO BE ADDRESSED**

*Pledge Element 2: Set Goals, Inventory GHG Emissions, Plan for Climate Action*

**POTENTIAL RESOURCES AVAILABLE AND FINAL DELIVERABLES**

**Resources:**

- [GHG Inventory Guide for Local Government Operations](#)
- GHG Inventory Internship Description
- Energy data collected
- [GHG Accounting Tool for Local Government Operations](#)
- User's Manual for GHG Accounting Tool
- Support from VHB team members throughout the data collection process and training on the excel-based GHG Accounting Tool

**Strategy Deliverable:**

An updated GHG emissions inventory for local government operations for the Town of Somers to report on progress towards emission reductions.



**TIMELINE FOR COMPLETION OF STRATEGY**

TASK	WHO	TIME								
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9
Review 2010 inventory & provide guidance for 2014	Ana Hagerup & Kari Hewitt									
Conduct training on the GHG Inventory Process & Tool	Ana Hagerup, SEEC Members & interns									
Provide data entry/tool support	Ana Hagerup & Kari Hewitt									
Assist with finalizing the GHG Inventory	Ana Hagerup & Kari Hewitt									

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, hereby acknowledge receipt of this Climate Smart  
(Town Representative)

Communities Custom Service Strategy (Strategy) for the Town of Somers. The Town understands that the services provided by VHB will be at no cost, and is committed to work with VHB to implement this Strategy. We look forward to furthering our climate protection efforts through the Climate Smart Communities Program.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Contact Person for this Project: \_\_\_\_\_

June 11 Agenda  
ec-TBCTA  
DM 6/3/15  
DJS

PLANNING AND ENGINEERING DEPARTMENTS

Telephone  
(914) 277-3366  
Fax  
(914) 277-4093

Town of Somers  
WESTCHESTER COUNTY, NY

SOMERS TOWN HOUSE  
356 ROUTE 902  
SOMERS, NY 10589  
www.somersny.com

RECEIVED  
JUN - 3 2015

Steven Woelfle  
Principal Engineering Technician  
swoelfe@somersny.com



Steven Dain, AICP  
Town Planner  
Office of the Supervisor  
Town of Somers  
sdain@somersny.com

Date: June 3, 2015  
To: Town Board  
From: Steven Woelfle  
Principal Engineering Technician  
RE: Renna Stormwater Management and Erosion and Sediment Control  
Permit #ASMESC2013-32  
TM: 17.13-3-13  
Release of Erosion Control Bond  
Received Check May 2, 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 \$500.00. Please return to:

New Mailing address:

Geraldine Renna  
4 Wiener Road  
Somers, NY 10589

SW/wg  
cc: Town Clerk  
Director of Finance  
Geraldine Renna