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

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
COMBINED WORK SESSION/REGULAR MEETING
THURSDAY, JULY 9, 2015 7:00pm**

www.somersny.com

I. **PLEDGE OF ALLEGIANCE:**

II. **ROLL CALL:**

Awarding of Certificate of Appreciation.

- III. **PUBLIC HEARINGS:**
1. Hidden Meadows: 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” .
 2. Community Choice and Aggregation Proposed Local Law and resolution.

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.

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VI. BUSINESS OF THE BOARD:

A. PARKS & RECREATION: - No additional business.

B. TOWN BOARD:

1. Merritt Park Subdivision – acknowledge the Planning Board’s approval of adjusting the timing of payment of Recreation Fees.

2. Route 139 – Traffic Control device discussion and recommendation.

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)
Zoning Board of Appeals (1 – unexpired term ending 12/31/2017)

2. Authorize hiring of Carolyn Brush, Part-time Intermediate Clerk in the Planning and Engineering Office, at an hourly rate of \$15.00 to work no more than 17 hours per week beginning July 20, 2015.

F. PLANNING & ENGINEERING: - No additional business.

G. POLICE: - No additional business.

H. CONSENSUS AGENDA:

1. Authorize the Supervisor to execute the following:

- a. NYS DOT Snow and Ice Adjustment Amendment B for the winter of 2014 – 2015.
- b. Mutual Aid and Rapid Response IMA with Westchester County Department of Public Safety for the period of July 31, 2015 – July 30, 2020.
- c. Agreement with Danziger & Markhoff, LLP for Actuarial Services for fiscal year ending December 31, 2015.

SOMERS TOWN BOARD
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1. Authorize the Supervisor to execute the following: *(continued)*
 - d. 2015/2016 Westchester County Department of Health Permit to Operate the Somers Nutrition Program at Van Tassell House.
 - e. Agreement with Garon Fence Co., Inc. and establish a budget of \$7,845 from Rec. Fees, for the removal and relocation of the outfield fencing at Van Tassell.

2. Accept the following bonds:
 - a. \$500.00 Boniello Land and Realty Ltd – Stormwater Management and Erosion and Sediment Control Permit – 48.17-1-36.
 - b. \$500.00 Deutsch Steep Slope and Stormwater Management and Erosion and Sediment Control Permit – 48.18-1-5
 - c. \$300.00 Lord Wetland permit – 48.17-1-5
 - d. \$500.00 TA Transporters Inc. (Calvello/Bordieri) Stormwater Management and Erosion and Sediment Control and Tree Preservation Permit – 37.13-1-2

3. Authorize return of the following:
 - a. \$500.00 Festo/North County Home Steep Slope/Stormwater Management and Erosion and Sediment Control/Tree Preservation Permit – 26.20-1-23
 - b. \$100.00 Agostino Steep Slopes/Erosion and Sediment Control Permit – 28.13-1-18
 - c. \$200.00 Solitario (Bueti) Stormwater management and Erosion and Sediment Control Permit – 38.05-2-20

4. Authorize refund of the following SEQRA Professional Service Fees:
 - a. \$2,159.82 Heritage Hills of Westchester.
 - b. \$ 139.68 New Cingular Wireless PCS, LLP.

5. Acknowledge resignation of Michael Yee from the Somers Energy Environment Committee effective June 22, 2015.

6. Authorize reimbursement from Insurance Reserve in the amount of \$1,000.00 for the repair of Highway Vehicle 2012 Chevy Tahoe Car #1 for accident occurring on January 18, 2015.

7. Authorize Request for Proposals for the interior painting of Mt. Zion Church per June 12, 2015 memo from the Historic Properties Board.

8. Acknowledge completion and receipt of annual Independent Auditors Report for the Justice Court for the year ending December 31, 2014.

**SOMERS TOWN BOARD
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2015 CALENDAR

July 9, 2015	7:00pm	Public Hearings: 1. Hidden Meadows 2. Community Choice and Aggregation Proposed Local Law 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

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PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on July 9, 2015 at 7:00 p.m. at the Somers Town House, 335 Route 202, Somers, New York regarding the granting of preliminary development concept plan approval and the reclassification 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 from an existing R80 Residence District pursuant to Section 170-13 Multifamily Residence MFR District of the Code of the Town of Somers.

All persons having an interest in the proposed Concept Plan and Zoning Reclassification are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed Concept Plan and Findings relative to Reclassification of the subject site to the MFR-BP District will be available and may be examined in the Office of the Town Clerk during regular business hours.

By Order of the Town Board
of the Town of Somers

Kathleen R. Pacella
Town Clerk

Dated: June 25, 2015

PLANNING AND ENGINEERING DEPARTMENTS

PH
7/9/15

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Town of Somers

WESTCHESTER COUNTY, N.Y.

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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

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WESTCHESTER COUNTY, N.Y.

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Steven Woelfle
Principal Engineering Technician
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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 is 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: _____

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town of Somers will conduct a public hearing on July 9, 2015 at 7:00 p.m. at the Town House, 335 Route 202, Somers, New York on a Local Law to add Chapter 83 entitled Community Choice Aggregation (Energy) Program to the Code of the Town of Somers.

All persons having an interest in the proposed local law are invited to attend the public hearing and will be afforded an opportunity to be heard. A copy of the proposed local law will be available and may be examined in the Office of the Town Clerk during regular business hours.

By Order of the Town Board
of the Town of Somers

Kathleen R. Pacella
Town Clerk

Dated: June 25, 2015

LOCAL LAW NO. – 2015

**A LOCAL LAW TO ESTABLISH A COMMUNITY CHOICE AGGREGATION
(ENERGY) PROGRAM IN THE Town of Somers**

Be it enacted by the Somers Town Board of the County of Westchester as follows:

Section 1. The Code of the Town of Somers is hereby amended by adding a new Chapter ____, entitled “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM,” to read as follows:

ARTICLE I

§1. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the Town of Somers and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for residential and Small Commercial customers in those markets. Among the policies and models that may offer benefits in New York is community choice aggregation, which allows local governments to determine the default supplier of electricity and natural gas on behalf of its residential and Small Commercial customers.
- B. The purpose of this CCA Program is to allow participating local governments including the Town of Somers to procure energy supply service for their residential and Small Commercial customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program that will allow the Town of Somers to put out for bid the total amount of natural gas and/or electricity being purchased by local residential and Small Commercial customers. Bundled Customers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Town of Somers is authorized to implement this COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0564, Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester, Order Granting Petition in Part (issued February 26, 2015) as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 14-M-0564 (collectively, the “Order”). Order shall also mean orders of the Public Service Commission related to State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to

Enable Community Choice Aggregation Programs (issued December 15, 2104) to the extent that orders related to Case No. 14-M-0224 enable actions by the Somers Town Board not otherwise permitted pursuant to orders related to Case 14-M-0564; provided, however, that in the event of any conflict between orders from Case No. 14-M-0564 and orders from Case No 14-M-0224, orders from Case No 14-M-0564 shall govern the CCA Program.

- D. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM Law of the Town of Somers”.

§2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission’s Uniform Business Practices or, if not so defined there, as indicated below:

Bundled Customers – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.

Small Commercial - Non-residential customers as permitted by the Order.

Community Choice Aggregation Program or CCA Program– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Town of Somers.

Distribution Utility – Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Public Service Commission – New York State Public Service Commission.

Suppliers – Energy service companies (ESCOs) that procure electric power and natural gas for Bundled Customers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

Sustainable Westchester – A not-for-profit organization comprised of member municipalities in Westchester County, New York.

§3. Establishment of a COMMUNITY CHOICE AGGREGATION (ENERGY) Program.

- A. A COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM is hereby established by the Town of Somers, whereby the Town of Somers shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the Order, as set forth more fully herein. The Town of Somers’s role under the CCA Program involves the aggregating of the electric and/or natural gas supply of its residents and the entering into a contract with one or more Suppliers for supply and services. Under the CCA Program, the operation and ownership of the utility service shall remain with the Distribution Utility.
- B. The Town of Somers’s purchase of energy supply through a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Town of Somers will not take over any part of the electric or gas transmission or distribution

system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of participating residential and Small Commercial customers.

- C. In order to implement the CCA Program, the Town Board of the Town of Somers will adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, including but not limited to signing a contract for a compliant bid with one or more Suppliers, all as consistent with the Local Law and the Order.
- D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.

§4. Procedures for Eligibility; Customer Data Sharing.

- A. As permitted by the Order, the Town of Somers may request from the Distribution Utilities aggregated customer information by fuel type and service classification on a rolling basis.
- B. Sustainable Westchester, on behalf of the Town of Somers, shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award a contract in accordance with the CCA Program.
- C. Sustainable Westchester or the Town of Somers if the Town of Somers so chooses, will then request individual customer data from the Distribution Utility in accordance with the CCA Program.
- D. Sustainable Westchester or the Town of Somers if the Town of Somers so chooses, and the selected Supplier will then notify Bundled Customers of the contract terms and their opportunity to opt out of the CCA Program.
- E. In accordance with and for purposes of the Order, the existing Distribution Utility, New York State Electric & Gas Corporation and Consolidated Edison Company of New York, Inc. and/or will provide to Sustainable Westchester aggregate and customer-specific data (including usage data, capacity tag obligations, account numbers, and service addresses) of all Bundled Customers in the Town of Somers not currently enrolled with an ESCO.
- F. Sustainable Westchester and the Town of Somers, will protect customer information as required by law, subject to the Order and the limitations of the New York State Freedom of Information Law.

§5. Choice of Energy Supplier; Opt-Out Notice and Procedure.

- A. The Town of Somers or in conjunction with the ESCO will notify its residential and Small Commercial customers, by letter notice, of the Town of Somers's decision to establish the CCA Program, of the contract terms with an ESCO, and of the opportunity to opt out of the CCA Program.
- B. The letter notice will be sent to each customer at the address provided by the Distribution Utility and explain the CCA Program and the material provisions of the ESCO contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.

- C. The opt-out period shall be twenty (20) days.
- D. CCA Program Bundled Customers, upon enrollment, will receive a welcome letter that will explain the customers' options for canceling the enrollment if they believe they were enrolled incorrectly or otherwise decide to withdraw from the CCA Program in favor of another Supplier. The welcome letter also will explain that residential customers are entitled to the added protection of the mandated Three (3) Day rescission period as detailed in Section 5(B)(3) of the Uniform Business Practices.

§6. Verification and Reporting.

- A. Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission, which identifies the number of customers enrolled in the CCA Program by municipality and customer class, the number of customers who returned to utility service or service with another Supplier during the reporting period, and the average cost of commodity supply by month for the reporting period.

Section 2. This local law shall take effect upon filing with the Secretary of State.

DRAFT resolution adopting Local Law.

Resolution calling for adoption of the Local Law to establish a Community Choice Aggregation (Energy) Program in the Town of Somers.

On motion of _____, seconded by _____, the following resolution was adopted by the Somers Town Board of the Town of Somers, New York:

WHEREAS, the Town of Somers would like to establish a Community Choice Aggregation (Energy) Program and wishes to implement a Community Choice Aggregation Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and

WHEREAS, Local Law Introductory No. _ of 2015 has been drafted to reflect such language to create Chapter _; and

WHEREAS, a Public Hearing was held and closed on July 11, 2015,

NOW, THEREFORE BE IT RESOLVED: that the Town Board of the Town of Somers hereby adopts Local Law Introductory No. _ of 2015 to create Chapter _ of the Code of the Town of Somers to enable the establishment of a Community Choice Aggregation Program, which upon adoption will become Local Law No. _ of 2015.

Date: _____, 2015

DRAFT

PLANNING AND ENGINEERING DEPARTMENTS

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Town of Somers
WESTCHESTER COUNTY, N.Y.

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www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

DATE: June 16, 2015

TO: *sc* Town Board *TA Dym 6/17/15 bpd*

FROM: Syrette Dym, AICP
Town Director of Planning

RE: Merritt Park Estate Subdivision Request for Amendment of the Resolution of Conditional Final Subdivision Plat Approval with Regard to Timing of Payment of Recreation Fees

At its meeting of February 5, 2015, the Town Board took public comment from Richard Mancini Builders, regarding his request to modify the timing of payment of his required recreation fees for the Merritt Park Estates Subdivision, formerly approved by the Planning Board. The Town Board referred Mancini Building Corp.'s request to the Parks and Recreation Board for their recommendation.

By memorandum of April 23, 2015, the Parks and Recreation Board favorably recommended to the Town Board that it grant Mancini Building Corp. relief on the timing of payment of the recreation fee. As such, as part of its granting of Amended Conditional Final Subdivision Plat Approval on June 10, 2015, the Planning Board required Mancini Building Corp. to return to the Town Board to receive the Town Board's final acknowledgement of acceptance and approval of the modified payment schedule by the Planning Board.

Therefore, the Town Board should place this item on its July 9th, 2015 agenda to acknowledge the Planning Board approval of Mancini Building Corp.'s request to defer payment of its recreation fee until after the Plat is filed and to permit payment in 14 equal installments over a three year period beginning on the date the Final Subdivision Plat is filed, with a payment to be made each time a building permit for a residence on a lot is issued, any unpaid balance to be paid in full on or before the third anniversary of the filing of the Plat.

cc: Planning Board
Geraldine Tortorella, Esq.
Richard Mancini
John Mancini
Roland Baroni
Steve Woelfle
Joe Barbagallo

Z:\PE\Subdivision files\Merritt Park\Final Subdivision\Modification to Final Subdivision Resolution\Town Board Approval of Change in Rec. Payment Timing.doc

PUBLIC WORKSHOP



Department of
Transportation



Reduces average driver delay by 21 seconds
Reduces both the number and severity of crashes
Reduces speed at all times
Approximately 13,000 square feet to be acquired from 4 properties
First roundabout in area
Opportunities for landscaping increased
Has significant capacity to handle future traffic growth

Contrasts

Operation
Safety
Speed
Property Acquisitions
Driver Familiarity
Aesthetics
Long-term Traffic Growth

Reduces average driver delay by 15 seconds
Reduces right angle and turn crashes, but read-end crashes tend to increase
Little effect on speed reduction
Approximately 11,000 square feet to be acquired from 5 properties
Drivers familiar with signalized intersections
Some opportunities for landscaping
Has some capacity to handle future traffic growth

Similarities

Construction starts in Fall 2016
One construction Season
No detour
1-2 Million
No significant environmental impacts
Accommodates same trucks as existing conditions

Schedule
Construction Duration
Traffic Control
Cost
Environmental Impacts
Emergency Vehicles / Trucks

Construction starts in Fall 2016
One construction season
No detour
1-2 Million
No significant environmental impacts
Accommodates same trucks as existing conditions

July Agenda
EC-TB-TC
7/1/15 bjs

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



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

MEMORANDUM

TO: Town of Somers Town Board

FROM: Syrette Dym, Director of Planning
Steve Woelfle, Principal Engineering Technician

DATE: June 10, 2015

RE: New Hire for Intermediate Clerk Position – Part Time – Planning and Engineering Department

After posting an advertisement on the Town web site and local access television site for the Intermediate Clerk position in the Planning and Engineering Department, the department received 11 resumes. We offered interviews to all eleven applicants, nine of whom we actually interviewed.

As a result of that process including collaboration by the department heads with input from staff, we request that the Town Board consider appointing Carolyn A. Brush to the part time (17 hours/week) Intermediate Clerk position at \$15/hour.

Carolyn's resume is attached for your review. As demonstrated by her attached resume, in addition to more than amply qualified to do the work for this position, Carolyn is a Somers resident along with her family. She is a graduate of the Somers public school system, who has returned here to provide her family with the same benefits she enjoyed growing up here. She is happy to accept this part time job and feels it perfectly fits her needs at this point in her life. We look forward to making her part of our office team.

We are looking to have her start work mid-July either the week of July 13 or July 20, after she returns from vacation the week of July 3 through July 12.

Attach.
Z:\PE\miscellaneous\clerk position letter to Town Board\Intermediate Clerk Position.docx



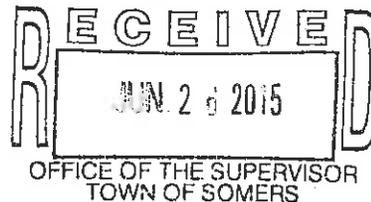
Department of Transportation

ANDREW M. CUOMO Governor

JOAN McDONALD Commissioner

July Agenda
cc - TB, TA, SA, JG
TC - Original
6/26/15
WJS

WILLIAM J. GORTON, P.E. Regional Director



June 25, 2015

Town of Somers
335 Route 202
Somers, N.Y. 10589
ATTN: Mr. Rick Morrissey

RE: **Snow and Ice Indexed Lump Sum Contracts, Payment Factor Adjustment Amendment B, for the winter of: 2014-2015**

Dear Mr. Morrissey:

The 2014 – **2015 Amendment B** is being sent with this cover letter. Your municipality must issue a **Signed & Sealed Resolution** for the Revised Estimated Expenditure from their governing body authorizing a Municipal Official to enter into the above Amendment.

It is important that four (4) **completed** Amendment packages be returned to this office for processing as soon as possible. The package shall include the items as listed below.

1. **Four (4) Amendments:** Fill in the blanks on the **back** of the page **including original signature and notary seals** on each.
2. **Four (4) Resolutions:** Resolutions from the municipality must be **complete with original signatures** and **certified with the Municipal Seal** on each. Attach one (1) Resolution to each Amendment.

PLEASE RETURN PACKAGES TO:

New York State DOT
85 Route 100
Katonah, NY 10536
Attn: Jorge Argote

It has been a pleasure doing business with you in the past, and we look forward to continuing to do so. If you have any questions or comments, feel free to call me or Daniel Degrosa, Residency Program Engineer at (914) 232-3060.


Jorge A. Argote, P.E.
Resident Engineer, Westchester North
cc: Files

AMENDMENT B

Contract #	Municipality	Current Ext. Season	Region #
D009794	TOWN OF SOMERS/Westchester	2014/15	8
Beginning Date of Contract Period	7/1/1994	Ending Contract Period	6/30/2015

**AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE
FOR SNOW & ICE AGREEMENT**

Due to the severity of the winter during 2014/15 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	14/15 JMiles	S&I LM Base	14/15 LM	Pay ¹ Factor	Original Estimated Expenditure	Index Adjustment ²
50,634	150,917	590	659	2.668	\$46,846.80	\$78,140.46
Pay Factor ¹ = (14/15 J-Miles/(14/15 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment ² = (Original Estimated Expenditure * Pay Factor ¹) - Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure			Index Adjustment ²		Rev. Est. Expenditure ³	
\$46,846.80			\$78,140.46		\$124,987.26	
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D009794

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

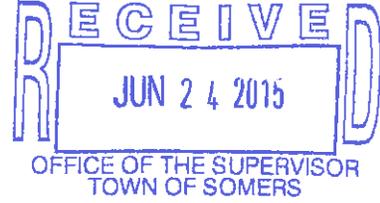
COUNTY OF Westchester)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

Westchester
gov.com

July Agenda
EC - TB T C TA
Chief
6/25/15 DJS
DRCOLL



Robert P. Astorino
County Executive

Department of Public Safety

George N. Longworth
Commissioner-Sheriff

June 24, 2015

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

Dear Supervisor Morrissey:

The current Mutual Aid and Rapid Response Inter-Municipal Agreement (IMA) between the Town of Somers and the Westchester County Department of Public Safety will expire on July 30, 2015. If you would like to continue participating, please sign and notarize the attached IMA. Also included are the Municipality's Acknowledgement and Certificate of Authority.

Once the paperwork is completed, please return all to me for processing. A fully executed electronic copy will be forwarded to you for your files.

Sincerely,

DEPARTMENT OF PUBLIC SAFETY
Westchester County Police

George N. Longworth
Commissioner-Sheriff
By:

Joy K. Mathai

Joy K. Mathai
Director of Administrative Services

GNL/JKM/cs
Attachment

A New York State Accredited
Law Enforcement Agency

New Mill Ridge Parking
Harrison, New York 10532

03/2015



AGREEMENT made this _____ day of _____, 2015 by
and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601

(hereinafter referred to as the "County")

and

THE TOWN OF SOMERS, a municipal corporation of the State of New York having an office and place of business at 335 Route 202, Somers, New York, 10589

(hereinafter referred to as a "City, Town or Village," as applicable)

WHEREAS, the purpose of the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (the "Plan") is to formalize operational procedures for Law enforcement assistance to participating agencies; and

WHEREAS, the Signatory Municipalities have executed the Plan by which each member agrees to make available its police personnel and equipment to the others upon the occurrence of a condition which is beyond the scope of its police resources; and

WHEREAS, due to prevailing world, national and local security situations, the ever increasing flow of intelligence, and actual threats directed against once

benign sites and facilities, the parties desire that the Plan be flexible and subject to review and revision as necessary in a timely manner; and

WHEREAS, the Signatory Municipalities desire, inter alia, to ratify the Agreement described herein and agree on the procedures for timely review and revision of the Plan; and

WHEREAS, said Plan is governed by and liabilities and costs are apportioned pursuant to the provisions of New York State General Municipal Law (“General Municipal Law”) Section 209-m which provides, inter alia, that absent agreement to the contrary, the municipality receiving police aid (the “Requesting Municipality”) shall reimburse the municipality providing such aid (the “Assisting Municipality”) for any money paid by it for police salaries and other expenses incurred by it including damage to, or loss of, equipment and supplies.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: Definitions

(1) Chief Executive Officer: The officer within a Signatory Municipality who is authorized pursuant to General Municipal Law Section 209-m to request or grant a request for police assistance from another Signatory Municipality.

(2) Department Head: Any police chief, Commissioner or other official in command or acting command of the police department or police force of a Signatory Municipality.

(3) Requesting Municipality: Any Signatory Municipality requesting the assistance of the police force of another Signatory Municipality pursuant to the terms of this Agreement.

(4) Assisting Municipality: Any Signatory Municipality providing assistance to a Requesting Municipality pursuant to the terms of this Agreement.

(5) Emergency: Shall have its common dictionary definition.

(6) Signatory Municipality: All municipalities that have signed this Agreement, including the County.

SECOND: The Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York and the Westchester County Arson Zone Plan (collectively the "Plan"), are annexed hereto and incorporated herein as Schedule "A". The Parties further agree to the Plan, as same may be amended from time to time in accordance with the review and revision procedures set forth in said Plan.

THIRD: This Agreement shall commence on July 31, 2015 (the "Commencement Date") and terminate on July 30, 2020, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by

a party for this purpose shall be deemed terminated upon the commencement of this Agreement.

FOURTH: The Signatory Municipalities hereby agree to render appropriate police services to any Requesting Municipality whenever the Chief Executive Officer of that municipality deems the general public interest requires it. All such requests for assistance shall be made by the Chief Executive Officer or Department Head of the Requesting Municipality and granted by the Chief Executive Officer or Department Head of each Assisting Municipality as set forth in the Plan.

FIFTH: The cost of police services provided pursuant to this Agreement shall be paid by the Requesting Municipality subject to the following exceptions:

(a) The police services provided by the County shall be without cost to the Requesting Municipality.

(b) The police services provided by each Assisting Municipality shall be reimbursed as provided in Section 209-m of the General Municipal Law, as same may be amended, except as provided above in Paragraph (a).

(c) The Requesting Municipality shall reimburse the County and each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid. In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the

rendering of aid by the County and each Assisting Municipality. Notwithstanding the foregoing, the Requesting Municipality shall not be liable for any damages resulting from any intentional wrongs or reckless conduct by the police force of the Assisting Municipality.

(d) The requesting Municipality shall reimburse the County and each Assisting Municipality for all expenses incurred pursuant to the provisions of Section 207-c of the General Municipal Law, as same may be amended, and for any award of compensation made pursuant to the Workers' Compensation Law for salaries and expenses paid to officers of the County and each Assisting Municipality who are injured while rendering assistance to the Requesting Municipality pursuant to the Agreement.

SIXTH: Any party to this agreement may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter such withdrawing party shall no longer be a party to this Agreement; but this Agreement shall continue to exist among the remaining parties.

SEVENTH: (a) The Westchester County Chiefs of Police Association ("WCCOPA") shall be responsible for the administration and future amendments or revision of the Plan. Administration shall entail, but not be limited to, the development of an organized effort, identification of county-wide special equipment, and interface with auxiliary services and agencies for the development of protocols and assumed responsibilities.

(b) A sub-committee of the WCCOPA will review the Plan at least once a year and formulate recommendations for amendments or revisions as necessary.

EIGHTH: The rights and obligations set forth in this Agreement shall be binding upon and shall inure to the benefit of each municipality which has executed this Agreement with the County.

NINTH: As to any signatory municipality, this Agreement shall not be enforceable until signed by both parties and all applicable legal approvals have been obtained.

TENTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

ELEVENTH: In addition to the aforementioned General Municipal Law Section 209-m, this Agreement shall be subject to any applicable laws, rules and regulations.

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

THE COUNTY OF WESTCHESTER

By _____
George N. Longworth
Commissioner - Sheriff

THE TOWN OF SOMERS

By _____
Rick Morrissey
Supervisor

Approved by the Westchester County Board of Legislators on the 11th day of May, 2015.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 18th day of June, 2015.

Approved as to form and
manner of execution:

Assistant County Attorney
County of Westchester
S/O/DPS/Police Mutual Aid 2015/Police IMA.doc

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____, 2015, before me personally came _____
_____, to me known, and known to me to be the _____ of _____
_____, the municipal corporation
described in and which executed the within instrument, who being by me duly sworn did depose
and say that he/she, the said _____
resides at _____ and that he/she is the _____ of
said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

_____ *(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ___ day of _____, 2015, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____

(Title)
the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

SEE ATTACHED

THE MUTUAL AID AND RAPID RESPONSE PLAN
FOR THE POLICE DEPARTMENTS OF
WESTCHESTER COUNTY, NEW YORK

PURPOSE

To establish procedures for the Police Departments of Westchester County to provide the uninterrupted delivery of police service during those situations that exceed the resources of any individual Department.

BACKGROUND

It is the responsibility of the police to be prepared and guided when dealing with major incidents whether they are criminal in nature or natural disasters. rapid response and sound planning can often prevent loss of life, damage to property and prevent an incident from escalating.

POLICY

It is the policy of the Police Departments of Westchester County to promptly provide Mutual Aid and Rapid Response in the form of manpower and equipment under the County Mutual Aid and Rapid Response Plan, (hereinafter referred to as the "Plan") upon the request of any participating agency.

DEFINITIONS

1. Mutual Aid and Rapid Response Incident: An incident requiring activation of the Mutual Aid and Rapid Response is defined as a major incident or occurrence which necessitates a Police Department, within Westchester County, to summons immediate wide scale assistance.
2. Major Incidents: Means any event, generally of an emergency nature, that involves actual or potential personal injury or property damage arising from a natural disaster, manmade disaster, civil disturbance or terrorist action.
3. Natural Disaster: Means those incidents in which the forces of nature threaten the lives, safety or property of numerous persons; i.e., floods, hurricanes, earthquakes, explosions, tornadoes, landslides, drought, infestation or significant snowfall/blizzard.
4. Manmade Disaster: Means incidents in which the forces of man threaten the lives, safety or property of numerous persons; i.e., nuclear/radiological accidents, chemical spills, major railroad accidents or aircraft crashes.
5. Civil Disturbance: Means an action by any group that poses a substantial threat to peace, life or property or any tumultuous or violent activity that creates a Grave risk of causing public alarm.

6. Terrorist Action: Is defined as a politically motivated, hostile action taken by a person or group whose intent is the commission of violent acts designed to instill fear, communicate a message and/or demand some governmental action.
7. Requesting Agency: A Police Department located within the geographical confines of the County of Westchester that is requesting Mutual Aid from other police agencies, which are signatories to the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York.
8. Responding Agency: A Police Department located within the geographical confines of the County of Westchester that is responding to a request for Mutual Aid from other police agencies, which are signatories to the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York.
9. Zone Coordinator: Each Zone of response will designate a Zone Coordinator, who shall be responsible for coordinated Zone response; e.g., response to locations outside of Westchester County as well as coordination of mock activations of the Plan.
10. Incident Command System: The accepted system to be utilized to coordinate multi-agency responses to incidents.
11. Incident Commander: Is defined as the highest ranking member of the requesting Department at the scene, or his/her designee.
12. Inner Perimeter: Is defined as the immediate area of containment around an incident site.
13. Outer Perimeter: Is defined as the peripheral control area surrounding the inner perimeter, providing a safe zone for access to or egress from the inner perimeter as well as defining the limit of access by unauthorized persons.
14. Staging Area: Is defined as a location selected generally within the outer perimeter to facilitate arriving resources and personnel responding for assignments.
15. Command Post: Is defined as the post from which the Incident Commander and his staff coordinate the Department's response to a major emergency.

LEGAL CONSIDERATIONS

16. General Municipal Law §209-M. Outside service by local police; civil disturbance control.
 - A. (Subdivision 2). Notwithstanding the provisions of any general, special or local law, or any county, city or village charter, the Chief Executive Officer of a local government, whenever he deems that the public interest

requires it, may request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and supplies of the Police Department, police force or parkway police force of the local government of which the request is made. The Chief Executive Officer of the local government of which the request is made is hereby authorized and empowered to grant the request so made.

- B. (Subdivision 3). A local government may, by local law, delegate to the Chief of Police of its Police Department or police force, the powers hereby granted to the Chief Executive Officer to request and grant police assistance.
- C. (Subdivision 4). If the Chief Executive Officer of any such local government is absent or disabled, the Chief of Police of the local government may make any such request or may grant any such request, as the case may be.
- D. (Subdivision 5). The local government receiving police aid pursuant to this Section shall assume the liability for all damages arising out of any act performed in rendering such aid and shall reimburse the assisting local government of any monies paid by it for salaries or for other expenses incurred by it including damage to or loss of equipment and supplies. As assisting local government may assume such loss, damage expenses or cost for such equipment and supplies and donate such services to the receiving local government. While engaged in duty and rendering such services in such local government, the Officers and members of such Police Department or police force shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the local government in and by which they are normally employed.

ZONES OF RESPONSE

17. County-Wide participants shall consist of the following Departments:

<u>Department</u>	<u>Rapid Response</u>	<u>Delayed Response</u>
A. Metropolitan Transportation Authority Police Department;	Four (4)	Ten (10)
B. New York State Police;	Eight (8)	Twelve (12)
C. New York City Department of Environmental Protection;	Three (3)	Ten (10)
D. Westchester County Department of Public Safety	Eight (8)	Twenty (20)
TOTALS:	Twenty-Three (23)	Fifty-Two (52)

18. When a County-Wide participant requests assistance to this Plan, they will become a member of any Zone in which they have the need for assistance.

22. Zone "B" (BAKER) shall consist of the following Departments:

	<u>Department</u>	<u>Rapid Response</u>	<u>Delayed Response</u>
A.	Ardsley (Village);	One (1)	Three (3)
B.	Dobbs Ferry (Village);	One (1)	Three (3)
C.	Elmsford (Village);	One (1)	Three (3)
D.	Greenburgh (Town);	Three (3)	Twelve (12)
E.	Hastings-on-Hudson (Village);	One (1)	Three (3)
F.	Irvington (Village);	Zero (0)	Three (3)
G.	Scarsdale (Village);	Two (2)	Four (4)
H.	Tarrytown (Village);	One (1)	Three (3)
I.	White Plains (City).	Five (5)	Ten (10)
J.	Yonkers (City);	Five (5)	Ten (10)
TOTALS:		Twenty (20)	Fifty-Four (54)

23. Zone "C" (CHARLIE) shall consist of the following Departments:

	<u>Department</u>	<u>Rapid Response</u>	<u>Delayed Response</u>
A.	Bronxville (Village);	One (1)	Three (3)
B.	Eastchester (Town);	Two (2)	Five (5)
C.	Harrison (Town);	Two (2)	Eight (8)
D.	Larchmont (Village);	One (1)	Two (2)
E.	Mamaroneck (Town);	Two (2)	Two (2)
F.	Mamaroneck (Village);	Two (2)	Four (4)
G.	Mt. Vernon (City);	Four (4)	Ten (10)
H.	New Rochelle (City);	Four (4)	Six (6)
I.	Pelham (Village);	One (1)	Four (4)
J.	Pelham Manor (Village);	One (1)	Three (3)
K.	Port Chester (Village);	Three (3)	Five (5)
L.	Rye (City);	Two (2)	Four (4)
M.	Rye Brook (Village);	One (1)	Three (3)
N.	SUNY Purchase	One (1)	Two (2)
O.	Tuckahoe (Village).	One (1)	Five (5)
TOTALS:		Twenty-eight (28)	Sixty-six (66)

LEVELS OF RESPONSE

24. **Alert Notification:** A situation exists of serious proportions and Departments within the Zone of Alert should prepare to send the minimum pre-arranged manpower (rapid response) to the identified location. **DO NOT RESPOND AT THIS TIME!**
25. **Pre-Zone Response:** (Approximately eight (8) uniformed officers). A situation exists that requires additional police resources but does not require a full Zone response. The Westchester County Department of Public Safety will respond with the minimum pre-arranged manpower for a rapid response to the identified location.

Note: The Westchester County Department of Public Safety is prepared to initiate Incident Command System protocols if requested to do so by the requesting agency.

26. **Level One (1) Response:** (Approximately forty five (45) uniformed officers). Departments within the Zone of Alert are requested to immediately dispatch, the minimum pre-arranged manpower for a rapid response to the identified location.
27. **Level Two (2) Response:** (Approximately sixty five (65) uniformed officers). A second Zone is being requested to dispatch the minimum pre-arranged manpower for a rapid response to the identified location.

Note: The second Zone of response will be identified by the requesting agency.

28. **Level Three (3) Response:** (Approximately ninety (90) uniformed officers). Departments from all Zones are requested to dispatch the minimum pre-arranged manpower for a rapid response to the identified location.
29. **Level Four (4) Response:** (Approximately two hundred twenty (220) uniformed officers). Departments from all Zones are requested to dispatch the maximum number of pre-arranged manpower (delayed response) to the identified location.

ACTIVATION OF THE PLAN

30. All requests for assistance under the Plan will be made via the Westchester County Hot Line System (Hot Line).
31. The following are example announcements to be followed when activating the Plan via the Hot Line:

Alert Notification [Prepare Only]:

Station (number and jurisdiction) announcing an Alert Notification. A situation exists that **may** require a mutual aid response. Specifically, there is a _____ (nature of the incident). Departments in Zone ____ should prepare to dispatch the pre-arranged rapid response to this jurisdiction.
NO NOT RESPOND AT THIS TIME!

Pre-Zone Response:

Station (number and jurisdiction) to the Westchester County Department of Public Safety, a situation exists requiring a mutual aid Pre-Zone Response. Specifically, there is a _____ (nature of incident) we are requesting the Westchester County Department of Public Safety send its pre-arranged rapid response. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level One (1) Response [One Zone]:

Station (number and jurisdiction) to all stations on the Hot Line, a situation exists within this jurisdiction requiring a mutual aid Level One (1) Response. Specifically, there is a _____ (nature of incident) we are requesting rapid response from Zone _____.
The scene is located at _____ (specific address).
The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level Two (2) Response [Two Zones]:

Station (number and jurisdiction) to all stations on the Hot Line, a situation exists within this jurisdiction requiring a mutual aid Level 2 Response. Specifically, there is a _____ (nature of incident) we are requesting rapid response from Zones ____ and _____. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____

(rank & name) is in command and the Command Post is located at _____ (specific address).

Level Three (3) Response [All Zones]:

Station (number and jurisdiction) to all stations on the Hot Line, A situation exists within this jurisdiction requiring a mutual aid Level 3 Response. Specifically, there is a _____ (nature of incident) we are requesting rapid response from all Zones. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

Level Four (4) Response [All Zones]:

Station (number and jurisdiction) to all stations on the Hot Line, A situation exists within this jurisdiction requiring a mutual aid Level 4 Response. Specifically, there is a _____ (nature of incident) we are requesting all available uniform personnel amounting to a delayed response from all Zones. The scene is located at _____ (specific address). The designated staging area is located at _____ (specific address). At this time _____ (rank & name) is in command and the Command Post is located at _____ (specific address).

DUTIES OF REQUESTING AGENCY

32. Identify the nature and location of the incident.
33. Identify the location of the Command Post.
34. Identify the Staging Area or location of response.
35. Identify the Incident Commander or any change in command.
36. Identify any and all specialized equipment with which responding officers should be equipped.
37. Memorialize the name, rank and command of responding officers.
38. Commence internal Departmental mobilization.

DUTIES OF RESPONDING AGENCY

39. Authorize only the designated pre-arranged number of UNIFORMED officers specific to the level of alert to respond.
40. Proceed directly to the location of requested response or the Staging Area as directed.

RESPONSIBILITIES AT THE SCENE OF THE INCIDENT

41. The Incident Commander designated by the requesting agency shall be in charge at the scene of the incident.
42. Uniformed officers detailed to the incident shall follow the direction of the Incident Commander.
43. However, where the provided assistance involves the loan of a Specialized Weapons and Tacticals (SWAT), hostage negotiation, bomb disposal or canine unit, the Commander of that specialized unit shall be responsible for implementation of the specific mission, as determined by the Incident Commander of the requesting agency.
44. When taking law enforcement actions at the scene of the incident, including use of force, uniformed officers from the responding agency shall at all times adhere to their agency policies and procedures and utilize only those weapons and tactics that they have been trained and deemed qualified to use.
45. Uniformed officers on loan from the responding agency at an emergency site shall regularly apprise the Command Post concerning the continued status of the emergency, line-of-duty injuries or their need for relief.

DEPLOYMENT OF RADIO INTEROPERABILITY SYSTEM (RIOS) VEHICLES:

46. A Radio Interoperability System (RIOS) vehicle shall be deployed to the scene of all formal mutual aid requests:

Zone A: Westchester County DPS RIOS vehicle
Zone B: Greenburgh PD RIOS vehicle
Zone C: Mt. Vernon PD RIOS vehicle
47. Should the assigned RIOS vehicle be unavailable, the Westchester County DPS RIOS vehicle shall be requested. Should the Westchester County DPS RIOS be unavailable, the nearest available RIOS vehicle shall be requested.

RELEASE OF PERSONNEL

48. The Incident Commander or his/her designee shall authorize release of personnel from all responding agencies.

POST OCCURRENCE REPORTINGS

49. Within thirty (30) days of any activation of the Plan, the Chief Executive Officer of the Requesting Agency shall prepare or cause to be prepared, a memorandum including a summary of the facts and circumstances surrounding the Incident, comments related to the effectiveness of the Plan and recommendations for modification of the Plan and submit same for the review of the Executive Board of the Westchester County Chiefs of Police Association.
50. Within thirty (30) days of receipt of the aforementioned memorandum, the Executive Board of the Westchester County Chiefs of Police Association will make a determination if modification to the Plan is necessary.

ANNUAL TRAINING

51. In order to maintain an appropriate level of readiness, annual training will be conducted.

ANNUAL REVIEW AND REVISION

52. A sub-committee of the Westchester County Chiefs of Police Association will review the Plan at least once a year and formulate recommendations for revisions as the need arises.

Updated October 29, 2013

**WESTCHESTER COUNTY
ARSON ZONE PLAN**

FIRE INVESTIGATION PROTOCOLS

Revised: April 2010

Introduction

Westchester County, through the Arson Task Force, is restructuring and updating the Arson Zone Plan. The original Arson Zone Plan, begun in 1981, has worked very well in some areas of the county. This program has countywide application and serves as a comprehensive system for the investigation of all suspicious fires in Westchester County. The implementation of standardized call-out procedures and report writing is necessary.

The primary goal of the revised Arson Zone Plan remains the same as originally written some twenty-nine years ago – to provide local Fire and Police Chiefs, upon request, trained experts to assist in the determination of the cause and origin of suspicious fires. Additional goals are to bring together, into teams, police and fire professionals who are trained in fire investigation in order to realize the benefits of skills in cause and origin matters, as well as to assist in the subsequent criminal investigations.

The primary objectives of the Arson Zone Protocols are:

Establish a quality service to assist chiefs in the determination of cause and origin of suspicious fires throughout the county.

Establish requirements of police and fire professionals engaged as Cause and Origin Team members.

Establish call-out procedures and dispatches for Cause and Origin Teams.

Establish forms and report writing procedures for Cause and Origin Teams.

Team Structure

The Arson Zone Plan will be 5 Zones (see attached list). This will enhance the determination of Cause and Origin of suspicious fires and assist in the successful arrest and prosecution of arson cases in Westchester County.

The Cause and Origin Teams, one in each zone, will consist of at least four (4) fire investigators and no more than six (6) fire investigators appointed by the Executive Board of the Arson Task Force. The Executive Board may also appoint no more than two (2) adjunct members to each Zone Team.

Administration

Area Deputy Fire Coordinators:

Two (2) Area Deputy Fire Coordinators will be responsible for the administration of Fire Investigation services in the Northern and Southern sections of the county. These Area Deputy Fire Coordinators will be responsible for the provision and the coordination of Fire Investigation services on scene, securing and coordinating additional or special resources to assist in the work of the Cause and Origin Teams, interagency relationships, education programs to the emergency services and other groups, coordination among the teams, recruitment of team members and other functions as assigned by the Fire Coordinator and Executive Board of the Arson Task Force to support the efforts of this program.

Zone Directors:

The Police and Fire agencies will nominate Arson Zone Directors, who will be appointed with the approval of the Executive Board of the Arson Task Force. There will be two directors for each regional Zone, one from a law enforcement agency and one from a fire agency.

Cause and Origin Team Members

Qualifications

All Cause and Origin Team Members (Fire Investigators) shall hold certification for the Fire Behavior/Arson Awareness, Principles of Fire Investigation, and the 80-hour Fire-Arson Investigation Course. Each of these programs are prepared and presented through instructors qualified by the New York State Office of Fire Prevention and Control. If New York State certifications are not held, the individual will satisfactorily document and demonstrate competence to the Area Deputy Fire Coordinators in accordance with the standards reflected in the National Fire Protection Association (NFPA) 921 Guidelines.

All Cause and Origin Team Members (Adjunct Fire Investigators) shall hold certification for the Fire Behavior/Arson Awareness and Principles of Fire Investigation courses. The Adjunct Investigator will abide by the guidelines as set forth in these protocols. In addition, Adjunct Investigators will be required to complete the 80-hour Fire-Arson Investigation Course within 18 months of their conditional appointment as a Fire Investigator when filling a vacancy to the Zone Team. If New York State certifications are not held, the individual will satisfactorily document and demonstrate competence to the Area Deputy Fire Coordinators in accordance with the standards reflected in the National Fire Protection Association (NFPA) 921 Guidelines.

All Cause and Origin Team members must attend at least one Fire Investigation Seminar annually. This may be on a local, state or national level.

Additional course work should include, and not be limited to: Fire/Arson Investigation Seminar, Fire Investigative Photography, Interviewing Techniques for the Fire Investigator, Fire Scene Evidence Collection, Electrical Fire Cause Determination I, Electrical Fire Cause Determination II, and Juvenile Firesetter Intervention Program Seminar. Each of these programs are prepared and presented through instructors qualified by the New York State Office of Fire Prevention and Control.

All Cause and Origin Team members will attend quarterly team meetings with the Area Deputy Fire Coordinator and Arson Zone Directors.

All candidates for Cause and Origin Team membership will be required to submit to the Westchester County Arson Task Force Executive Board a recommendation from the Chief Officer of his/her law enforcement or fire agency for appointment to the Cause and Origin Team (see attached form).

All candidates must be active members of police or fire departments who have been recommended for participation in this program by the chief of their department.

Members of the Cause and Origin Teams will adhere to the Code of Ethics which is appended to this document. Members whose actions deviate from this Code of Ethics or who do not follow the performance and participation standards will be subject to removal as a team member. Concerns about a member's actions will be brought to the Area Deputy Fire Coordinator who will, in turn, discuss the issue with the Fire Coordinator. If it is felt that further action is warranted, the matter will be discussed with and referred to the Executive Board of the Arson Task Force for further action.

Requirements

Be at least 21 years of age, a career or volunteer firefighter and/or police officer and physically capable of performing the tasks and responsibilities associated with the Cause and Origin Teams.

Have a working knowledge of current Fire Service practices, tools and procedures, and have a basic understanding of the New York State Fire Reporting System.

Must have a valid New York State driver's license and have transportation in order to fulfill the responsibilities as a Cause and Origin Team member.

Must submit proof to the Arson Task Force Executive Board that a criminal background check by the New York State Division of Criminal Justice Services was conducted through the Westchester County Department of Public Safety.

Notification and Response of Cause & Origin Team Members

All requests for services by a Cause and Origin Team from fire services and/or law enforcement agencies will be requested through the Westchester County Department of Emergency Services (60 Control). This does not dispense or eliminate a responding investigator's obligation to notify their department that they have been requested by "60 Control" to respond as a member of the Cause and Origin Team.

The "60 Control" dispatcher will identify the location of the incident, and ascertain from the Incident Commander, or their designee, if the C&O Team is to respond directly to the scene or if the Team should respond to a nearby staging area. The dispatcher will also try to obtain additional details relative to the incident that will be pertinent to the Cause and Origin Team.

After a request for fire investigation assistance has been received, the Cause and Origin Team will be activated by "60 Control". The dispatchers will notify all Members of the applicable Cause and Origin Team and the Area Deputy Fire Coordinator responsible for the area where the incident is located. Team activation will follow the

guidelines enumerated in DES Communication Division Policy & Procedure titled "C&O Team Paging/Notification Policy". When receiving notification, the Zone Cause and Origin Team members will call "60 Control" to advise the dispatcher of their availability and gather details concerning the situation. All members will phone "60 Control" at (914) 231-1905.

In the event that there is insufficient response by members of the local Cause and Origin Team to a request for assistance within ten (10) minutes, a second request will be transmitted as per (C) above.

In the event that there is insufficient response by the members of the local Cause and Origin Team to a request for services within this second ten (10) minutes, the dispatcher will then contact the respective Area Deputy Fire Coordinator and follow his instructions. If the Area Deputy Fire Coordinator cannot be contacted, then the dispatcher will contact the second Area Deputy Fire Coordinator. If both Coordinators cannot be reached within 10 minutes, the dispatcher will implement the Communicator™ notification procedure as enumerated in "C&O Team Paging/Notification Policy". If the respective Zone Team is unavailable, the dispatcher will then transmit a page-out request for services of another adjacent Cause and Origin Team in accordance with a pre-established "move-up" protocol as monitored by "60 Control". Also, if circumstances warrant, the Fire Incident Commander, who according to state law is in charge of the fire scene, may always request through "60 Control" the additional services of another team.

Cause and Origin Team members will respond to the investigation following notification of their superiors. If equipment vans (Zone vehicle) are established to support the field operations of the Cause and Origin Team in the county, at least one member will be detailed to the van as a driver. The Team will respond directly to the scene unless a staging area has been indicated by the I.C., as per B above.

Upon arrival at the scene, the Cause and Origin Team members will meet in order to designate a Team Leader.

Notification of the District Attorney

The Area Deputy Fire Coordinator will, as soon as possible, notify the Duty Assistant in the District Attorney's Office through the Westchester County Department of Public Safety Services at (914) 864-7700 in the following instances: (1) cases involving casualty loss in excess of \$1 million; (2) cases involving death; (3) explosion(s); and (4) acts of terrorism. In the event that the Area Deputy Fire Coordinator is not on scene, then the Cause and Origin Team Leader will ensure this notification is made.

Responsibilities of Team Leader

In the absence of the Area Deputy Fire Coordinator, the Cause and Origin Team Leader will be responsible for directing the investigation/determination of cause and origin of fires when the team is requested. In directing the investigation, the Cause and Origin

Team Leader will ensure the preservation of evidence at the scene for the subsequent collection by the investigating police agency or laboratory.

The Cause and Origin Team Leader will also be responsible for the coordination and production of the Cause and Origin Team reports, and the timely submission of these reports and all addenda, photographs, notes, etc., to the Area Deputy Fire Coordinator.

The Cause and Origin Team, in consultation with the Area Deputy Fire Coordinator, the Cause and Origin Team Leader or Fire Incident Commander may utilize a New York State certified K-9 arson/accelerant dog as a resource. The responsibility and the liability of the dog's actions at a fire investigation scene will be held to the dog handler and the sponsoring agency.

Investigations

The Area Deputy Fire Coordinator has the overall responsibility for the coordination of the fire investigation when on scene. In the Coordinator's absence, the Cause and Origin Team Leader will assume these responsibilities.

The Area Deputy Fire Coordinator, or the Cause and Origin Team Leader for each investigation, will delegate responsibilities to the participating Cause and Origin Team members in order to make the best use of the talents of the team members and resources. The following shall be required:

An *Investigation Summary Report* will be completed in all instances.

An *Investigation Field Notes Form* will be completed for all structural fires.

An *Investigation Narrative Report* will be completed for all structural fires. This report, in addition to the *Investigation Field Notes Form*, will allow the investigators to explain their findings and conclusions. This form will be filed within 72 hours of the completion of the incident.

Preservation of a video and/or photographic record of the scene, including a Photo Log.

Evidence collection and maintenance of records concerning the chain of evidence custody.

A master log will be kept at the Department of Emergency Services for Fire Investigation incident numbers. When the Cause and Origin Team is activated, the dispatcher will issue the Area Deputy Fire Coordinator or the Cause and Origin Team Leader an incident number for the report.

Cause and Origin Team folders will be given to each member with all required paperwork for an investigation.

Upon completion of the investigation, the Team Leader is responsible to forward all investigative reports, photographs, addendums, notes, and other relevant reports to the

Area Deputy Fire Coordinator. This shall be done within 72 hours of the completion of the investigation.

The Area Deputy Fire Coordinator is responsible to review all reports for completeness and accuracy and effect any corrections necessary with the Team Leader and Investigators that responded to the call. These reports will then be placed into a case folder for retention in the designated filing location at the Department of Emergency Services.

All reports and materials generated during the course of the investigation are done so on behalf of the Department of Emergency Services and will be retained in the normal course of business as required.

Reports

Forms for Report Writing

Each investigation folder will contain the following reports:

- Westchester County Arson Task Force – Investigation Summary Report (1 page, 5 carbon copies)
- Westchester County Arson Task Force – Investigation Narrative Report (1 to multiple pages, as needed, depending on incident)
- Westchester County Arson Task Force – Investigation Field Notes Form (6 pages)
- Westchester County Arson Task Force – Interview Sheet (1 page)
- Westchester County Arson Task Force – Fire Scene Sketch (1 page)
- Westchester County Arson Task Force – Vehicle Sheet (Short Form) (1 page)
- Westchester County Arson Task Force – Vehicle Sheet (Detail) (3 pages)
- Westchester County Arson Task Force – Photo Log Sheet (1 page)
- Westchester County Arson Task Force – Evidence Sheet (1 page)
- Westchester County Arson Task Force – Body Sketch Sheet (1 page)
- Westchester County Arson Task Force – Consent to Search Form (1 page)

Report Filing

Non-Incendiary Fires

The Investigation Summary Report is to be filed in all incident investigations, even when the cause and origin of the fire is determined to be non-incendiary. The distribution of the Investigation Summary Report will be as follows:

The original (*white sheet*) will be submitted by the Team Leader to the F.D. Incident Commander.

The Team Leader will give the *blue sheet* to the Local Police Agency.

The Team Leader will forward the remaining sheets (yellow, green, pink and gold) to the Area Deputy Fire Coordinator for dissemination, as noted below.

The *yellow sheet* of the report is retained in a binder at the Department of Emergency Services.

The *green sheet* of the report will be retained in the case folder at the Department of Emergency Services.

The *pink sheet* of the report will be forwarded to the Office of the District Attorney, Attention: Arson Coordinator, Richard J. Daronco Courthouse, 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601.

The *gold sheet* of the report will be retained by the Area Deputy Fire Coordinator (C&O) who covers that Zone, in which the incident occurred.

The Investigation Field Notes Form will be filed for all structural fires. This form will be forwarded to the Area Deputy Fire Coordinator for inclusion in the case folder.

The Investigation Narrative Report will be filed for all structural fires. This will assist to note the circumstances of the incident that may require additional explanation of actions and facts found during the scene exam that lead the investigation team to its final conclusion.

In all instances the appropriate additional reports and forms utilized by the Team will be completed when necessary.

All reports and forms generated during the course of the investigation will be forwarded to the Area Deputy Fire Coordinator for inclusion in the case folder. Copies of any reports or forms will only be disseminated by WCDES staff pursuant to their protocols, and with the approval of the Area Deputy Fire Coordinator.

Incendiary Fires

The Investigation Summary Report, the Investigation Field Notes Form, and the Investigation Narrative Report, along with the all other appropriate reports and forms used by the Team, will be submitted in all cases where there is a determination that the cause and origin of the fire is incendiary.

The distribution of the Investigation Summary Report will be the same as in IX, A, 1, above.

All reports and forms generated during the course of the investigation will be forwarded to the Area Deputy Fire Coordinator for inclusion in the case folder.

Because the fire has been determined to be incendiary in nature, a crime of suspected arson has allegedly been committed and the information in all reports and addenda is confidential and now part of a criminal investigation.

A single copy of all generated reports, photographs, etc., will be forwarded by the Area Deputy Fire Coordinator, or his designee, to both the Local Police Agency and the Westchester County District Attorney's Office. The FD Incident Commander will only receive the original (white sheet) of the Investigation Summary Report for the department's records. No other copies are to be disseminated without the consent of the Area Deputy Fire Coordinator and the District Attorney's Office.

Should the FD Incident Commander want to review the other reports generated in the investigation, they will need to contact the Area Deputy Fire Coordinator to arrange a time to do so.

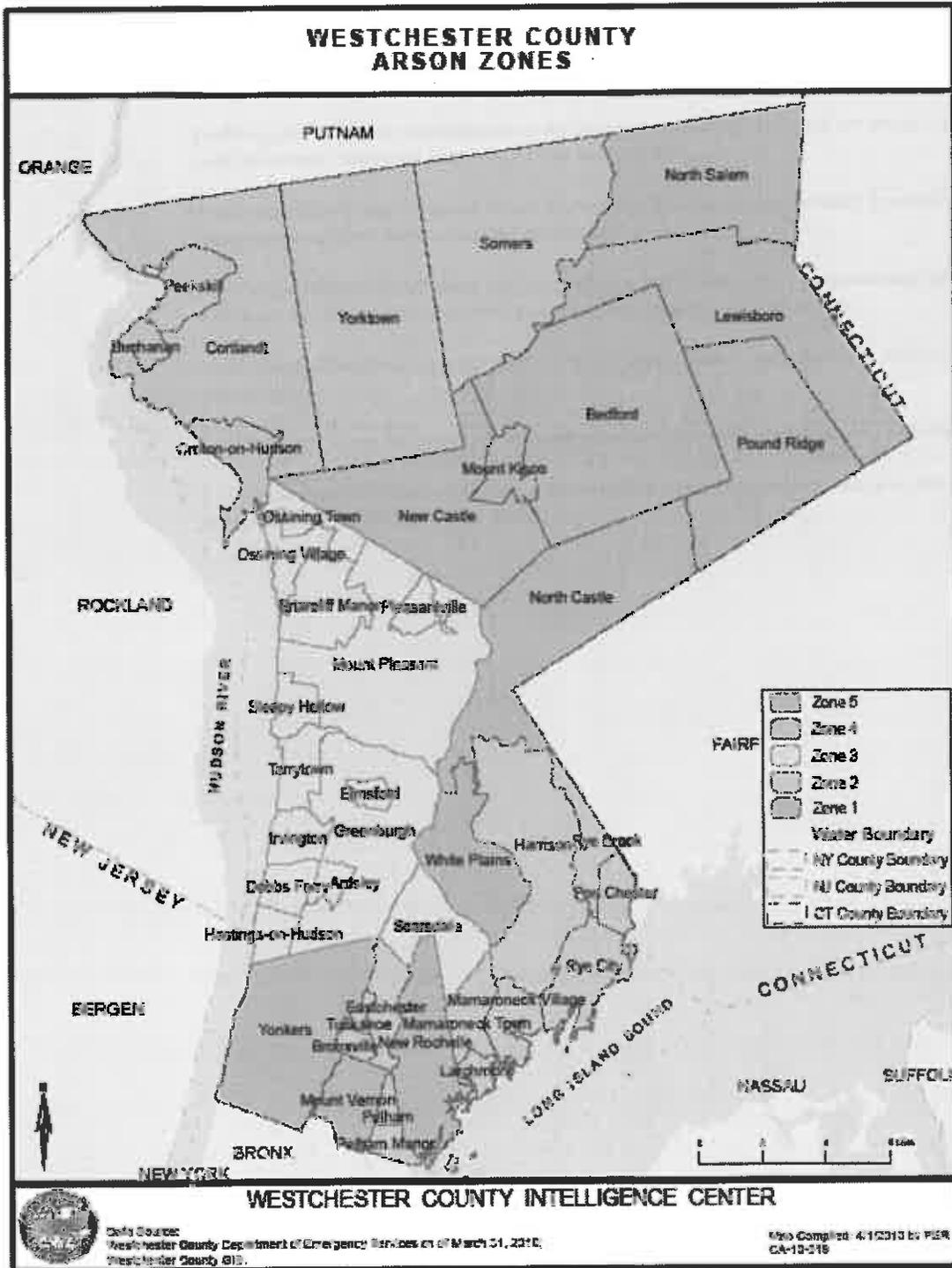
Cause and Origin Zone Listing

<i>Fire Dept. #</i>	<i>F.D. Name</i>	<i>Zone #</i>	<i>Police Dept.</i>
229	Mount Vernon	1	Mount Vernon
230	New Rochelle	1	New Rochelle
251	White Plains	1	White Plains
252	Yonkers	1	Yonkers
210	Eastchester	2	Eastchester, Bronxville, Tuckahoe
216	Harrison	2	Harrison
222	Larchmont	2	Larchmont
223	Mamaroneck Twn	2	Mamaroneck Town
224	Mamaroneck Vill	2	Mamaroneck Village
239	Port Chester	2	Port Chester, Rye Brook
241	Purchase	2	Harrison
235	Pelham	2	Pelham
236	Pelham Manor	2	Pelham Manor
242	Rye	2	Rye City
250	West Harrison	2	Harrison
266	Rye Brook	2	Rye Brook
263	Archville	3	Mount Pleasant
201	Ardsley	3	Ardsley
205	Briarcliff	3	Briarcliff, Mt. Pleasant, Ossining Town New Castle
209	Dobbs Ferry	3	Dobbs Ferry
211	Elmsford	3	Elmsford, Greenburgh
212	Fairview	3	Greenburgh
215	Greenville	3	Greenburgh
217	Hartsdale	3	Greenburgh
218	Hastings	3	Greenburgh

<i>Fire Dept. #</i>	<i>F.D. Name</i>	<i>Zone #</i>	<i>Police Dept.</i>
219	Hawthorne	3	Mount Pleasant
220	Irvington	3	Irvington, Greenburgh
231	Sleepy Hollow	3	Sleepy Hollow, Mount Pleasant
233	Ossining	3	Ossining Village, Ossining Town
237	Pleasantville	3	Pleasantville, Mount Pleasant
238	Pocantico Hills	3	Mount Pleasant
243	Scarsdale	3	Scarsdale
246	Tarrytown	3	Tarrytown, Greenburgh
247	Thornwood	3	Mount Pleasant
248	Valhalla	3	Mount Pleasant
255	Buchanan	4	Buchanan
213	Continental Vill	4	Cortlandt NYSP, Peekskill
208	Croton	4	Croton, Cortlandt NYSP
226	Mohegan	4	Cortlandt NYSP, Peekskill, Yorktown
227	Montrose	4	Cortlandt NYSP, Peekskill
234	Peekskill	4	Peekskill
244	Somers	4	Somers NYSP
249	Verplanck	4	Cortlandt NYSP, Peekskill
253	Yorktown	4	Yorktown
202	Armonk	5	North Castle
258	Banksville	5	North Castle
203	Bedford Hills	5	Bedford
204	Bedford Village	5	Bedford
206	Chappaqua	5	New Castle, Mt. Pleasant
207	Croton Falls	5	Somers NYSP
214	Goldens Bridge	5	Somers NYSP
221	Katonah	5	Bedford
225	Millwood	5	Ossining Town, New Castle

<i>Fire Dept. #</i>	<i>F.D. Name</i>	<i>Zone #</i>	<i>Police Dept.</i>
228	Mount Kisco	5	Mount Kisco, New Castle, Bedford
232	North White Plains	5	North Castle
240	Pound Ridge	5	Somers NYSP
245	South Salem	5	Somers NYSP
256	Vista	5	Somers NYSP

Westchester County Cause & Origin Zone Map



FOR LAW ENFORCEMENT USE ONLY - NOT FOR PUBLIC DISSEMINATION

Westchester County Arson Zone Plan, Police / Fire Directors

Zone #1

Police Zone Director:	Mount Vernon – Chief Barbara Duncan
Fire Zone Director:	Yonkers

Zone #2

Police Zone Director:	Port Chester – Chief Joseph Krzeminski
Fire Zone Director:	

Zone #3

Police Zone Director:	Mount Pleasant – Chief Lou Alagno
Fire Zone Director:	Fairview – Chief Robert Mauro

Zone #4

Police Zone Director:	Peekskill – Chief Eugene Tumolo
Fire Zone Director:	Buchanan – Robert Outhouse, Ex-Chief

Zone #5

Police Zone Director:	Mount Kisco – Chief Steven Anderson
Fire Zone Director:	Chappaqua – Frank Nastro, Ex-Chief

Westchester County Arson Zone Plan – Adjunct Investigator Guidelines

This is a probationary position.

All your actions are subject to evaluation.

The position is for learning only.

You are to work under the supervision and direction of the on scene investigators.

Unless directed by the scene Team Leader you are not to enter a crime scene for any reason.

You are required to meet the same response standards set for Fire Investigators.

The Area Deputy Fire Coordinator may recommend the termination of your position as an adjunct investigator.

You will work within the guidelines set in the WESTCHESTER COUNTY ARSON ZONE PLAN - FIRE INVESTIGATION PROTOCOLS.

I have read the above and both understand and agree to abide by these guidelines.

Adjunct Name: _____

Adjunct Signature: _____ Date: _____

Adjunct's Department(s): _____

Area Deputy Coordinator Signature: _____

Westchester County Cause and Origin Team – Member Data Sheet

Name: _____ Zone # _____

Social Security #: _____

Police/Fire Dept. _____

Work Address: _____

_____ Zip: _____

Work Phone #: _____

Home Address: _____

_____ Zip: _____

Home Phone #: _____

E-mail address _____

Cell Phone #: _____

Pager #: _____

Attached is proof of the referenced applicant's completion of the following programs:

Fire Behavior/Arson Awareness _____

Principals in Fire Investigation _____

80-Hour Fire/Arson Investigation _____

Date Information Obtained: _____

Area Deputy Fire Coordinator: _____

Westchester County Cause and Origin Team
Appointment Form – Zone #1

To: Westchester County Arson Task Force
Executive Committee
C/O Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

From: Police Zone Director – Zone #1: _____
(Signature)

AND

Fire Zone Director – Zone #1: _____
(Signature)

Re: CAUSE AND ORIGIN TEAM MEMBER – APPROVAL OF APPOINTMENT TO THE CAUSE
AND ORIGIN TEAM

Attached please find the resume of Police/Fire Officer _____ to be considered for approval by the Executive Committee of the Westchester County Arson Task Force. Approval is sought to add this individual to the Cause and Origin Team operating in Zone #1. This Police/Fire officer has all of the required training set forth in the Westchester County Arson Plan Fire Investigation Protocols and proof of such (copies of training certificates) is attached. A completed Data Sheet must be attached to this form for each Cause and Origin Team Member submitted for consideration by the Westchester County Arson Task Force Executive Committee.

A. This is an *original appointment* to the Cause and Origin Team in Zone #1, the total number of team members shall not exceed six.

B. This is a *replacement appointment*. The addition of Police/Fire Officer _____
Serves as a replacement for Police/Fire Officer _____ operating as a member of the Cause and Origin Team in Zone #1.

C. The new configuration of the Cause and Origin Team in Zone #1 is as follows:

1511 _____ 1514 _____

1512 _____ 1515 _____

1513 _____ 1516 _____

The approval of the Police/Fire Chief of the agency to which this Cause and Origin Team Member belongs is indicated below:

(Chief of Department)

Police/Fire Department

Written approval for the above referenced individual to serve as a member of the Cause and Origin Team will be issued by the Arson Task Force Executive Committee and sent to the Police and Fire Zone Directors. Applicants who do not meet the minimum criteria, as set forth in the Arson Zone Plan Fire Investigation Protocols will not be considered for appointment to the Cause and Origin Teams.

Westchester County Cause and Origin Team
Appointment Form – Zone #2

To: Westchester County Arson Task Force
Executive Committee
C/O Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

From: Police Zone Director – Zone #2: _____
(Signature)

AND

Fire Zone Director – Zone #2: _____
(Signature)

Re: CAUSE AND ORIGIN TEAM MEMBER – APPROVAL OF APPOINTMENT TO THE CAUSE
AND ORIGIN TEAM

Attached please find the resume of Police/Fire Officer _____ to be considered for approval by the Executive Committee of the Westchester County Arson Task Force. Approval is sought to add this individual to the Cause and Origin Team operating in Zone #2. This Police/Fire officer has all of the required training set forth in the Westchester County Arson Plan Fire Investigation Protocols and proof of such (copies of training certificates) is attached. A completed Data Sheet must be attached to this form for each Cause and Origin Team Member submitted for consideration by the Westchester County Arson Task Force Executive Committee.

A. This is an *original appointment* to the Cause and Origin Team in Zone #2, the total number of team members shall not exceed six.

B. This is a *replacement appointment*. The addition of Police/Fire Officer _____

Serves as a replacement for Police/Fire Officer _____ operating as a member of the Cause and Origin Team in Zone #2.

C. The new configuration of the Cause and Origin Team in Zone #2 is as follows:

1521 _____ 1524 _____

1522 _____ 1525 _____

1523 _____ 1526 _____

The approval of the Police/Fire Chief of the agency to which this Cause and Origin Team Member belongs is indicated below:

(Chief of Department)

Police/Fire Department

Written approval for the above referenced individual to serve as a member of the Cause and Origin Team will be issued by the Arson Task Force Executive Committee and sent to the Police and Fire Zone Directors. Applicants who do not meet the minimum criteria, as set forth in the Arson Zone Plan Fire Investigation Protocols will not be considered for appointment to the Cause and Origin Teams.

Westchester County Cause and Origin Team
Appointment Form – Zone #3

To: Westchester County Arson Task Force
Executive Committee
C/O Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

From: Police Zone Director – Zone #3: _____
(Signature)

AND

Fire Zone Director – Zone #3: _____
(Signature)

Re: CAUSE AND ORIGIN TEAM MEMBER – APPROVAL OF APPOINTMENT TO THE CAUSE
AND ORIGIN TEAM

Attached please find the resume of Police/Fire Officer _____ to be considered for approval by the Executive Committee of the Westchester County Arson Task Force. Approval is sought to add this individual to the Cause and Origin Team operating in Zone #3. This Police/Fire officer has all of the required training set forth in the Westchester County Arson Plan Fire Investigation Protocols and proof of such (copies of training certificates) is attached. A completed Data Sheet must be attached to this form for each Cause and Origin Team Member submitted for consideration by the Westchester County Arson Task Force Executive Committee.

A. This is an *original appointment* to the Cause and Origin Team in Zone #3, the total number of team members shall not exceed six.

B. This is a *replacement appointment*. The addition of Police/Fire Officer _____

Serves as a replacement for Police/Fire Officer _____ operating as a member of the Cause and Origin Team in Zone #3.

C. The new configuration of the Cause and Origin Team in Zone #3 is as follows:

1531 _____	1534 _____
1532 _____	1535 _____
1533 _____	1536 _____

The approval of the Police/Fire Chief of the agency to which this Cause and Origin Team Member belongs is indicated below:

(Chief of Department)

Police/Fire Department

Written approval for the above referenced individual to serve as a member of the Cause and Origin Team will be issued by the Arson Task Force Executive Committee and sent to the Police and Fire Zone Directors. Applicants who do not meet the minimum criteria, as set forth in the Arson Zone Plan Fire Investigation Protocols will not be considered for appointment to the Cause and Origin Teams.

Westchester County Cause and Origin Team
Appointment Form – Zone #4

To: Westchester County Arson Task Force
Executive Committee
C/O Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

From: Police Zone Director – Zone #4: _____
(Signature)

AND

Fire Zone Director – Zone #4: _____
(Signature)

Re: CAUSE AND ORIGIN TEAM MEMBER – APPROVAL OF APPOINTMENT TO THE CAUSE
AND ORIGIN TEAM

Attached please find the resume of Police/Fire Officer _____ to be considered for approval by the Executive Committee of the Westchester County Arson Task Force. Approval is sought to add this individual to the Cause and Origin Team operating in Zone #4. This Police/Fire officer has all of the required training set forth in the Westchester County Arson Plan Fire Investigation Protocols and proof of such (copies of training certificates) is attached. A completed Data Sheet must be attached to this form for each Cause and Origin Team Member submitted for consideration by the Westchester County Arson Task Force Executive Committee.

A. This is an *original appointment* to the Cause and Origin Team in Zone #4, the total number of team members shall not exceed six.

B. This is a *replacement appointment*. The addition of Police/Fire Officer _____

Serves as a replacement for Police/Fire Officer _____ operating as a member of the Cause and Origin Team in Zone #4.

C. The new configuration of the Cause and Origin Team in Zone #4 is as follows:

1441 _____ 1444 _____

1442 _____ 1445 _____

1443 _____ 1446 _____

The approval of the Police/Fire Chief of the agency to which this Cause and Origin Team Member belongs is indicated below:

(Chief of Department)

Police/Fire Department

Written approval for the above referenced individual to serve as a member of the Cause and Origin Team will be issued by the Arson Task Force Executive Committee and sent to the Police and Fire Zone Directors. Applicants who do not meet the minimum criteria, as set forth in the Arson Zone Plan Fire Investigation Protocols will not be considered for appointment to the Cause and Origin Teams.

Westchester County Cause and Origin Team
Appointment Form – Zone #5

To: Westchester County Arson Task Force
Executive Committee
C/O Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

From: Police Zone Director – Zone #5: _____
(Signature)

AND

Fire Zone Director – Zone #5: _____
(Signature)

Re: CAUSE AND ORIGIN TEAM MEMBER – APPROVAL OF APPOINTMENT TO THE CAUSE
AND ORIGIN TEAM

Attached please find the resume of Police/Fire Officer _____ to be considered for approval by the Executive Committee of the Westchester County Arson Task Force. Approval is sought to add this individual to the Cause and Origin Team operating in Zone #5. This Police/Fire officer has all of the required training set forth in the Westchester County Arson Plan Fire Investigation Protocols and proof of such (copies of training certificates) is attached. A completed Data Sheet must be attached to this form for each Cause and Origin Team Member submitted for consideration by the Westchester County Arson Task Force Executive Committee.

A. This is an *original appointment* to the Cause and Origin Team in Zone #5, the total number of team members shall not exceed six.

B. This is a *replacement appointment*. The addition of Police/Fire Officer _____

Serves as a replacement for Police/Fire Officer _____ operating as a member of the Cause and Origin Team in Zone #5.

C. The new configuration of the Cause and Origin Team in Zone #5 is as follows:

1451 _____ 1454 _____

1452 _____ 1455 _____

1453 _____ 1456 _____

The approval of the Police/Fire Chief of the agency to which this Cause and Origin Team Member belongs is indicated below:

(Chief of Department)

Police/Fire Department

Written approval for the above referenced individual to serve as a member of the Cause and Origin Team will be issued by the Arson Task Force Executive Committee and sent to the Police and Fire Zone Directors. Applicants who do not meet the minimum criteria, as set forth in the Arson Zone Plan Fire Investigation Protocols will not be considered for appointment to the Cause and Origin Teams.

Addenda

- Westchester County Arson Task Force – Investigation Summary Report (1 page, 5 carbon copies).
- Westchester County Arson Task Force – Investigation Field Notes Form (6 pages)
- Westchester County Arson Task Force – Investigation Narrative Report (1 page to multiple pages, as needed, depending upon the incident)
- Westchester County Arson Task Force – Interview Sheet (1 page)
- Westchester County Arson Task Force – Fire Scene Sketch (1 page)
- Westchester County Arson Task Force – Vehicle Sheet (Short Form) (1 page)
- Westchester County Arson Task Force – Vehicle Sheet (Detail) (3 pages)
- Westchester County Arson Task Force – Photo Log Sheet (1 Page)
- Westchester County Arson Task Force – Evidence Sheet (1 page)
- Westchester County Arson Task Force – Body Sketch Sheet (1 page)
- Westchester County Arson Task Force – Consent to Search Sheet (1 page)

July Agenda
EC-TBTC TA
6/22/15 DP

**DANZIGER &
MARKHOFF LLP**
Attorneys at Law

RECEIVED
JUN 22 2015
OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

June 18, 2015

Joel Danziger
Harris Markhoff
Joshua S. Levine
Robert B. Danziger
Michael Markhoff
Gregory R. Tapfer
Andrew E. Roth
Jay Fenster
David P. Gesser

COUNSEL

Ira Langer, P.C.
Irwin N. Rubln

ENROLLED ACTUARIES

William Miller
Aileen T. Palazzo
Edward A. Echeverria
Timothy O'Connell
Andrea L. Abolafia
Steven I. Alia

BY E-MAIL
PERSONAL & CONFIDENTIAL

Mr. Robert Kehoe
Director of Finance
Town of Somers
335 Route 202
Somers, NY 10589

Re: Town of Somers - GASB#45 Actuarial Services

Dear Mr. Kehoe:

Thank you for selecting Danziger & Markhoff LLP ("D&M") to perform GASB#45 actuarial services for your post-employment benefit program.

Our fee for actuarial services for the fiscal year ending 12/31/2015 is \$3,250.

The services we will perform for such fee will be limited to (1) discussions with you and your auditors in advance of the commencement of work to understand your specific objectives, as necessary, (2) performance of the valuation calculations, (3) preparation of the required disclosures, (4) preparation of a comprehensive actuarial report, and (5) an explanation of the results of the report.

00934551

SERVING CLIENTS SINCE 1960

Our fee for actuarial services for the mid-cycle years FYE 2016 and FYE 2017, for any work you and your auditors may require, will reflect a significant (\$2,000) discount.

The fees set forth in this letter relate solely to the services outlined above. If additional work is required to be performed by us as requested by you, additional meetings with you or your auditors, demographic analysis to reduce liability, etc.), we will bill separately for this additional work based on our usual time charges.

Our statements are due and payable upon receipt and are considered delinquent if not paid within thirty days. In addition, we reserve the right to withdraw from your representation for cause, including your failure to pay fees and costs in accordance with the terms outlined in this letter. If you should decide to discontinue our services at any time, you will remain liable for our fee based on the work completed. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Our fees are intended to compensate us fairly in light of: the complexity of the matter, the risk and responsibility assumed, the time involved, the expertise brought to bear and the results achieved. No one of the above factors controls, and time is only one of such factors.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Further, there is the possibility that we may correspond with you via e-mail from time to time. Although e-mail can be intercepted by unauthorized parties, the interception of e-mail is a felony under the Federal Electronic Communications Privacy Act (the "Act"). The Act also contains a provision that if an otherwise privileged communication is intercepted in violation of the Act, the attorney-client privilege will remain intact. We will assume that your acknowledgment and acceptance of the terms of this letter represent your consent to our use of e-mail for privileged communications. If you do not consent to our use of email for privileged communications, please notify us promptly in writing.

Please indicate your authorization of engagement at the bottom of the letter, and return a signed copy this afternoon by fax or e-mail. My e-mail address is eccheverria@dmlawyers.com. Our firm has adopted a policy of securing a retainer before beginning new matters. We will request an initial retainer of 50% of the above fee prior to the commencement of work. We will bill the balance of the fee when the work is completed.
Retainer waived for Town of Somers – 06/18/2015—EAE.

We very much appreciate your confidence in entrusting this important matter to us.

Very truly yours,



Edward A. Echeverria, FSPA, MAAA, CPC, EA

EAE/bwe

Approval Signature, Title

By: _____ Date: _____

July Agenda
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6/15/15 bjo

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR, RICK MORRISSEY AND MEMBERS OF THE TOWN BOARD
FROM: PROGRAM DIRECTOR, BARBARA TABERER
SUBJECT: ADULT TRANSPORTATION CONTRACTS
DATE: 6/11/2015
CC: TOWN CLERK AND FINANCE DIRECTOR

The Director of the Adult Nutrition/ Transportation Program, respectfully requests the Town Supervisor execute the 2015-2016 Westchester County Department of Health Permit to Operate for the Somers Senior Nutrition Program located at Van Tassell House- 98 Primrose Street, Katonah NY.

Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

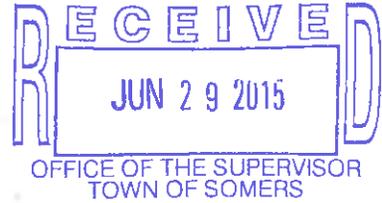
OFF: (914)-232-8441

FAX: (914)-232-8548

Steven Ralston
Superintendent

June 23, 2015

*July Agenda
EC-TBTCETA
D of 7m
6/29/15
RYS*



To: Town Board

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

Re: Request for Approval

Request permission to execute the attached agreement with Garon Fence Company Inc. and establish a budget of \$7,845 from Recreation Fees for removal and relocation of outfield fencing at the Van Tassell Park Baseball/Softball field.

C: Park Board
Director of Finance
Town Clerk
Town Attorney

Somers Department of Parks & Recreation

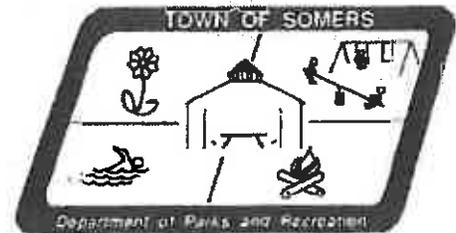
PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

parks@somersny.com

Steven Ralston
Superintendent



Request For Price

The Town of Somers is soliciting proposals for the removal and relocation of outfield fencing at the Van Tassell Park Baseball/Softball Field, 98 primrose Street, Lincolndale, New York 10541.

Submittals

Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m. Tuesday March 31, 2015 at the Recreation Office Route 139 Reis Park, Somers, New York, 10589.

Scope of Work

1. Remove existing 4' high outfield fence and posts along entire outfield and 100' down both 1st and 3rd baselines. 74 posts total.
2. Install 4' high outfield fence in new location on a 200' radius. Outfield fence will consist of all existing removed material, two single walk gates and one 8' double gate at a location to be determined.

Personal inspection of the conditions of the work and the work site will be necessary to obtain information to prepare the proposal. No allowance will be made for any claim that a proposal was made on incomplete information, including, but not limited to the nature and character of the site or work involved. The Town does not guarantee the accuracy of any data given concerning the work site or the conditions of the work. Please contact Steve Ralston, Superintendent of Parks & Recreation, 914-232-8441 to schedule an appointment.

Work Schedule

The project is to commence in the spring of 2015 as soon as the ground is workable. The Contractor shall be prepared to commence work within two weeks upon the written directions of the Town. The schedule shall not exceed two (2) weeks from the time of notice, weather permitting.

Work area

The Contractor shall see that the site is maintained in a neat and orderly fashion at all times. No debris, waste, unused material or equipment shall be allowed to accumulate on site and shall be removed daily. The contractor shall provide and place a safety fence as may be necessary to protect the public using the field and maintaining full access to the field. Upon completion of the work all construction material will be removed from the premises promptly by the contractor.

Warranty

The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than three (3) years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts part within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

Affirmative Action

Contractors must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

The Contractor shall comply with all the provisions of all applicable Federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor or otherwise and in the performance of work under this Agreement.

Wage and Hour Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the prevailing wage scales as prepared by the NYS Department of Labor.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service agreement, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment on each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Required Insurance

As specified in Schedule A attached

References

A minimum of three (3) references must be submitted with all proposals.

Payment

Payment will be made by the Town to the Contractor after the satisfactory completion of all of the work and its acceptance by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

Request For Price

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the specifications for removal and relocation of outfield fencing at the Van Tassel Park Baseball/Softball Field, 98 Primrose Street, Uncoindale, New York 10511.

Total Numbers \$ 7,840.00

Total Words \$ Seven thousand - Eight hundred - forty dollars no cents

Company Name GARON FENCE COMPANY INC.

License # WIC-06653-H95

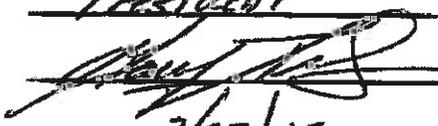
Mailing Address 323 Railroad Avenue, Roseton Hills, N.Y. 10507

Telephone # (914) 666-5596

Facsimile (914) 666-6604

Contact name Gary Prato

Title President

Signature 

Dated 3/27/15

VAN TASSELL PARK FENCE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2015, by and between the

TOWN OF SOMERS, a municipal corporation of the State of New York, having offices at the Town House, 335 Route 202, Somers, New York 10589 (hereinafter referred to as the "Town"),

and
Garon Fence Company Inc.
323 Railroad Avenue
Bedford Hills, NY 10507

(hereinafter referred to as the "Contractor").

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of:

Removal and relocation of outfield fencing at the Van Tassell Park Baseball/Softball field 98 Primrose Street, Lincolndale, New York 10541.

NOW, THEREFORE, the Town of Somers and, the Contractor, **Garon Fence Company Inc.** by and for the considerations hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish and perform all of the work specified above including all labor, materials, tools and equipment to satisfactorily complete the work in accordance with this Agreement. All work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. All materials and articles furnished shall be new unless otherwise specified, and shall be of the appropriate grade for the particular purpose. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed and the work site.

2. For the performance of all of the work in accordance with the provisions of this Agreement, the Town will pay the Contractor a sum not to exceed **\$7,480.00**.

Payment will be made by the Town to the Contractor after the completion of all of the work and the acceptance of the work by the Town, unless a different payment schedule is required by Section 106-b of the General Municipal Law. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

3. The project is to commence in the spring of 2015 as soon as the ground is workable. The Contractor, shall be prepared to commence work within two weeks upon the written directions of the Town. The schedule shall not exceed two (2) weeks from the time of notice, weather permitting. The time for completion of the work may be extended, in the discretion of the Town, upon the request of the Contractor, for good cause shown, with the grant of any extension by the Town to be in writing.
4. The Contractor shall issue progress reports concerning the performance of the work, and will meet with representatives of the Town, as the Town may, from time to time, direct. The Contractor shall promptly inform the Town in writing of any cause for delay in the performance of the Contractor's obligations under this Agreement.

5. The Contractor shall prosecute the work without undue interference with the operations of the Town or the comfort, repose, health, safety and welfare of the inhabitants of the Town. Unless otherwise authorized by the Town in writing, the Contractor's use or operation of construction equipment in performing the work shall be limited to the hours between 7:00 a.m. in the morning and 7:00 p.m. in the evening. All work shall be performed during regular business days and hours of operation of the Town, unless otherwise directed by the Town.
5. The Contractor shall be responsible for the proper care and protection of the work and for all materials and articles delivered to the site where the work will be performed, until completion and final acceptance of the work by the Town. The Contractor shall exercise proper precautions and safety measures in performing the work, which precautions and safety measures shall be in accordance with all applicable laws, rules and regulations. The Contractor shall be responsible for the protection of persons and/or property, and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which may occur in connection with the prosecution of the work here under. The Contractor shall exercise such additional safety measures as the Town may determine to be reasonably necessary, in the Town's discretion. The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work hereunder.
6. The Contractor shall keep the site of the work free from unnecessary accumulations of waste materials. Upon the completion of all of the work, the Contractor shall remove all of its tools, equipment and surplus materials, as well as all rubbish and waste resulting from the work. Upon the completion of the work, the site of the work shall be left "broom clean" or its equivalent, to the reasonable satisfaction of the Town. The Town will not be responsible for the Contractor's tools and equipment, including any loss, theft or damage thereto.
7. The Contractor shall be subject to the provisions of Schedule A, attached hereto and made a part hereof, which Schedule A contains insurance and indemnification requirements.
8. The Contractor shall, at its own expense, comply with all the provisions of all applicable federal, State, County and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor, the performance of the work, or otherwise.
9. The Town may terminate this Agreement, in whole or in part, upon ten (10) days notice in writing to the Contractor whenever the Town deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Town shall be liable only for payment for the work performed hereunder prior to the effective date of termination.
10. The Town may terminate this Agreement for cause upon five (5) days notice in writing in the event of a material breach of this Agreement by the Contractor, which shall include, but not be limited to any of the following: (a) failure by the Contractor to provide properly skilled workers or proper materials or to complete the work in accordance with the applicable schedule; (b) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (c) non-compliance with laws, rules and regulations or directions of the Town applicable to the performance of the work; (d) failure to defend and indemnify the Town in accordance with this Agreement; or (f) failure by the Contractor to cure any breach of this Agreement not listed above within 20 days after written notice thereof from the Town. Without limiting any other rights or remedies of the Town, in the event of termination for cause, the Town may take possession of the site and all tools, equipment, materials, and machinery thereon, and complete the work by such means and methods

as it may deem appropriate.

11. All clauses required by law to be inserted in this Agreement shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the work hereunder: (a) minimum wages and supplements for laborers, workers and mechanics as provided in Labor Law Article 8; (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f; (e) eight-hour maximum workday and five-day maximum workweek, except in an emergency, as provided by Labor Law Section 220.
 - a. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid for or agreed to pay any person (other than payments of fixed salary or a bona fide full-time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled, or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.
 - b. No waiver of any breach of this Agreement shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach of this Agreement.
12. All plans and other like records compiled by the Contractor in completing the work under this Agreement shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use. If the work includes any article or equipment for which there is manufacturer's warranty, the Contractor shall ensure that the Town will receive the benefit thereof by transfer or otherwise.
13. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the work without the prior written consent of the Town. In the event any part of the work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted work in compliance with this Agreement.
14. The Contractor agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.
15. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.
16. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings,

whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

17. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.
18. All materials and articles furnished shall be new unless otherwise specified, and shall be of the appropriate grade for the particular purpose. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.

The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than three years from the date of completion. Should any failure to conform to any of the warranties occur within the applicable warranty period the contractor manufacturer shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts part within thirty (30) days of the written notification, this shall be the owner's exclusive remedy. The contractor shall deliver and install or replace the part or parts free of charge. Replacement part shall be guaranteed for the balance of the original warranty period.

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

TOWN OF SOMERS

By: _____
Rick Morrissey, Supervisor

The CONTRACTOR

By: _____
(Authorized to sign as Contractor)

Town Acknowledgment

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

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Morrissey, Supervisor of the Town of Somers, on behalf of the Town of Somers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Contractor Acknowledgment

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

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

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

NOTARY PUBLIC

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

1. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the **New York State Disability Benefits Law**. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$100,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. **The General Liability Insurance policy shall name the Town of Somers as an additional insured.** This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Somers (including its employees and their agents and agencies) it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Somers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Somers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement

Request For Price

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the specifications for removal and relocation of outfield fencing at the Van Tassell Park Baseball/Softball Field, 98 Primrose Street, Lincolndale, New York 10541.

Total Numbers \$ 15,345⁰⁰
Total Words \$ fifteen thousand, three hundred forty five
Company Name CAMPANELLA FENCE CO.
License # WC-04145-H91
Mailing Address 289 Rt. 6 MATINEC NY.
Telephone # 845-678-2200
Facsimile 845-678-5649
Contact name TONY CAMPANELLA
Title President
Signature 
Dated 3/2/15

Somers Parks & Recreation Board

PO Box 46, Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

James Papa
Chairman



MEETING MINUTES

June 24, 2015

Chairman Papa opened the meeting at 6:40 p.m.

The members present were: Jim Boniello, Jim Papa, Don Penzine, Kevin Westerman, and John Zattola. Gary Friedman, Stephen Krug, John Papalia and Michele Sanz were absent.

Parks and Recreation Superintendent Steve Ralston, as well as Councilmen Clinchy and Garrity were also present.

MINUTES

A motion was made by Mr. Zattola to accept the minutes of the May 27, 2015 meeting as submitted. Mr. Penzine seconded the motion. All were in favor.

MR. RALSTON'S REPORT

There were no comments or questions about Mr. Ralston's Report.

PUBLIC COMMENT

Rey Solano, SYSO Baseball Commissioner reported that the SYSO Baseball program has budgeted \$10,000 ^{will be reimbursed by a grant} received from a grant for the past two years to be used hopefully to put infield grass back on the JR. Lencob field in the fall.

Newly elected SYSO Board members Greg Gates and Chris Lieberman introduced themselves to the Parks and Recreation Board. They look forward to working with them. Re-elected member Joe Sciacca echoed the same sentiment.

SYSO Softball Commissioner Rick Elliott addressed the Board. A petition has been created and currently has 400 plus signatures on it in hopes that the field at Van Tassell Park will be altered with proper field dimensions so it can be dedicated to Girls Softball. He is happy that the fence will be moved in. If this is done, it can be used for Boy's Little League as well. Mr. Sciacca reported that there was a collision a week or so ago on the Pony League Field during a Girls Softball game. ~~This field has been adapted to accommodate them.~~ ^{still} A request was made to formally meet with the Parks and Recreation Board to discuss this issue further. They will be placed on the agenda of the July 22nd meeting.

NEW BUSINESS

Capital Projects Discussion

The three Omni tennis courts in Reis Park have reached the end of their lifecycle. These courts are used by the majority of the players. Mr. Ralston will do some additional research between now and the next meeting.

Next week, Mr. Ralston will meet and have a preliminary discussion with Supervisor Morrissey, Chairman Papa, and Historic Properties Board Chairman Emil Antonaccio about erecting a structure by the Wright Reis Homestead to store equipment that is currently being stored around the Homestead outbuildings.

Avalon Bay Recreation Fees Discussion

At their June 4th Town Board Work Session, there was a discussion and agreement to recommend a \$200,000 reduction in the Recreation Fees to the Parks and Recreation Board. The reduction recommendation is based on Avalon Bay's willingness to address the Town's concerns regarding fire prevention by adding fire walls to the attic spaces and taking over the Village Green and keeping it open to the residents of Somers. This would bring their total fee to \$876,450. A motion was made by Chairman Papa to endorse the Town Board's aforementioned recommendation. All were in favor.

2016 Budget

Mr. Ralston will begin working on the 2016 budget shortly. He welcomes any suggestions, etc. that any Board members may have.

Remaining Board Meeting Dates for 2015

The remaining Parks and Recreation Board meeting dates for 2015 are as follows: July 22, September 2, October 28, and December 2. All will be held at 6:30 p.m. in the Recreation Center in Van Tassell Park.

OLD BUSINESS

2015 Summer Day Camp Update

The Parks and Recreation Department is looking forward to a successful summer with many new activities and trips planned for the Day Camp. There are 358 campers enrolled compared to 336 in 2014, 392 in 2013 and 441 in 2012. They have had a few inquiries regarding registration and will accept additional participants the week of July 6. All preparations have been completed and they are ready for the 1st day on June 29.

Councilman Garrity praised Mr. Ralston for the great presentation he gave at their last Town Board meeting. He also asked if the campers will be getting a menu for the concession stand and they will.

MR. RALSTON'S COMMENTS

The dedication of the Recreation Administration building to former Parks and Recreation Superintendent Sylvia Kalil was supposed to take place as part of the Opening

Ceremonies during the Independence Day Celebration on Saturday. A decision was made to postpone that until the fall. It will be incorporated with a ribbon cutting ceremony for the playground and work that was done in Reis Park.

BOARD COMMENTS

Mr. Westerman was Chair of the SYSO Election Committee. He looks forward to working with the newly elected members and they look forward to working with the Parks and Recreation Board.

The meeting was adjourned at 7:55 p.m. The next meeting will take place on Wednesday, July 22 at 6:30 p.m. at the Recreation Center in Van Tassell Park.

Respectfully submitted,

**Denise Schirmer, Secretary
Parks & Recreation Board**

**cc: Parks & Recreation Board
Superintendent of Parks & Recreation
Town Board
Town Clerk**

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 ROUTE 209
SOMERS, NY 10589
www.somersny.com

RECEIVED
JUN 24 2015



OFFICE OF THE SUPERVISOR
TOWN OF SOMERS
Sylvia Dr. AICP
Town Planner
sylvia@somersny.com

Steven Wozlfe
Principal Engineering Technician
swozlf@somersny.com

*July agenda
EC - TB TC
TA DM 7m
6/24/15
WJ*

Date: June 24, 2015
To: Director of Finance T10(914)
From: Wendy Getting *WG*
Senior Office Assistant
RE: **Erosion Control Bond**
Boniello Land and Realty Ltd/Gus T. Boniello
Stormwater Management and Erosion and Sediment Control Permit
TM: 48.17-1-36

Attached is a check in the amount of \$500.00 posted by Boniello Land and Realty, Ltd., 165 Waccabuc Road, Goldens Bridge, NY 10526 in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

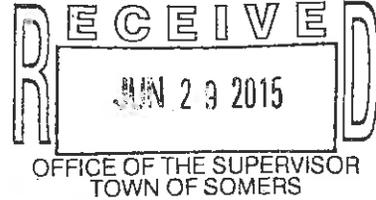
July Agenda
EC-TB-TCA
D.D. 6/29/15
RP

Date: June 29, 2015

To: Director of Finance T10(914)

From: Wendy Getting *WJG*
Senior Office Assistant

RE: Erosion Control Bond
Deutsch Steep Slope and Stormwater Management and Erosion and
Sediment Control Permit
TM: 48.18-1-5



Attached is a check in the amount of \$500.00 posted by Ronald Deutsch, 82 Carolyn Place, Chappaqua, NY 10514 in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4083

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
383 ROUTE 90E
SOMERS, NY 10589
www.somersny.com

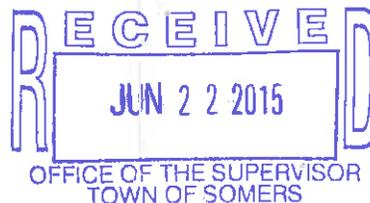
Steven Wocille
Principal Engineering Technician
swocille@somersny.com



Sydney Dym, AICP
Town Planner
sdym@somersny.com

*July Agenda
ec-TBCTA
DM 7/1
6/22/15
WJ*

Date: June 22, 2015
To: Director of Finance T10(914)
From: Wendy Getting *wjg*
Senior Office Assistant
RE: Erosion Control Bond
Lord Wetland Permit
TM: 48.17-1-5



Attached is a check in the amount of \$300.00 posted by Robert Lord, 7 South Lane, Katonah, NY 10536 in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
355 ROUTE 932
SOMERS, NY 10589
www.somersny.com

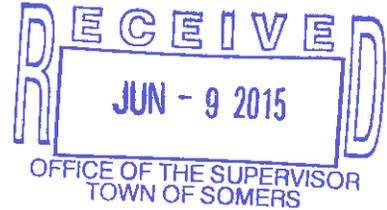
Steven Wociffo
Principal Engineering Technician
swociffo@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

*July 2015
cc - TB TC TA
fin 6/15
DP*

Date: June 9, 2015
To: Director of Finance T10(914)
From: Wendy Getting *WG*
Senior Office Assistant
RE: Erosion Control Bond
Calvello/Bordieri Stormwater Management and Erosion and Sediment
Control Permit and Tree Preservation Permit
TM: 37.13-1-2



Attached is a check in the amount of \$500.00 posted by TA Transporters Inc., 241 Hilltop Street, Mahopac, NY 10541 in payment of an Erosion Control Bond for Calvello/Bordieri.

Att.
cc: Town Board
Town Clerk

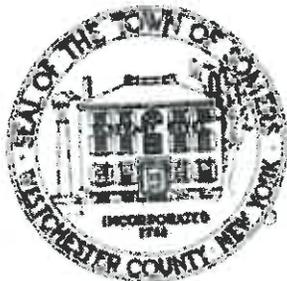
PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

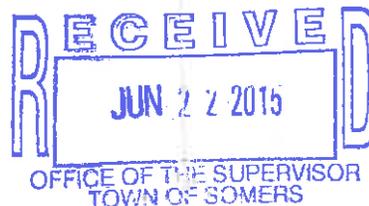
SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589
www.somersny.com

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrene Dym, AICP
Town Planner
sdym@somersny.com



Date: June 19, 2015
To: Town Board
From: Steven Woelfle
Principal Engineering Technician
RE: Festo/North County Homes, Inc. Steep Slopes/Stormwater Management
and Erosion and Sediment Control/Tree Preservation Permit
#ASSMESCT2013-28
TM: 26.20-1-23
Release of Erosion Control Bond
Received Check July 30, 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:

North County Homes, Inc.
156 Tomahawk Street
Yorktown Heights, NY 10598

SW/wg
cc: Town Clerk
Director of Finance
North County Homes, Inc.

*July
Agenda
cc - all w/ 22/15 by*

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5266
Fax
(914) 277-4093

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: June 19, 2015
To: Town Board
From: Steven Woelfle
Principal Engineering Technician
RE: Bueti Stormwater Management and Erosion and Sediment Control
Permit #ASMESC2009-31
TM: 38.05-2-20
Release of Erosion Control Bond
Received Check August 4, 2009

This office conducted a site inspection of the subject property and found the site generally stable. Therefore, this Office has no objection to the return of the Erosion Control Bond in the amount of \$200.00. Please return to:

Dominick Solitario
Blue Haven Pools NY, Inc.
11 Paddock Drive
Chester, NY 10918

SW/wg
cc: Town Clerk
Director of Finance
Dominick Solitario

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

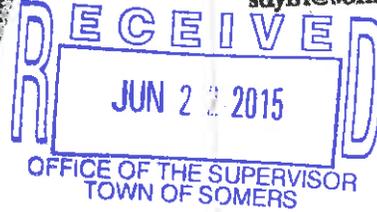
SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



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

July Agenda
EC - TB TC TA
DOB 7/11
6/22/15
WP



DATE: June 19, 2015
To: Town Board
Finance Dept.
FROM: Syrette Dym, AICP
Director of Planning
RE: **Heritage Hills of Westchester Sewage Treatment Plant
Refund of SEQRA Professional Service Fee** SD

The project has been completed. Please refund the amount of \$2,159.82 to Heritage Hills of Westchester, LLP, PO Box 873, Southbury, Ct. 06488.

SD/mm
cc: Marc A. Brassard, AIA

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



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

July Agenda



DATE: June 9, 2015
To: *EC* Town Board *TC TA 6/9/15 SD*
Finance Dept.
FROM: Syrette Dym, AICP *SD*
Director of Planning
RE: **AT&T Mobility**
Refund of SEQRA Professional Service Fee

The project has been completed. Please refund the amount of \$139.68 to New Cingular Wireless PCS, LLC (AT&T) and mail to the attention of Jeanene Chambliss, Cuddy & Feder, LLP, 445 Hamilton Ave, 14th Floor, White Plains, NY, 10601.

SD:mm
cc: Jeanene Chambliss

July Agenda
SC-TBTC
6/29/15 BJS

Michael Yee

Katonah, NY 10536
6/22/2015

Rick Morrissey
Town Supervisor
335 Route 202
Somers, NY 10589

Dear Rick Morrissey:

I would like to inform you that I am resigning from my position as a Volunteer member for the Somers Energy Environment Committee (SEEC), effective immediately.

I am moving to another location outside of Somers. My time with the SEEC has been very rewarding and I would like to thank the Town Board for being very supportive on SEEC projects. Specially, the Complete Streets project which I was involved with. I wish the Town of Somers the best of luck in achieving their energy and sustainability goals.

Sincerely,
Michael Yee
Michael Yee

Highway Department

Town of Somers

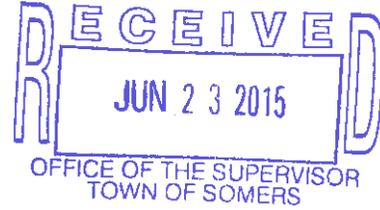
WESTCHESTER COUNTY, N.Y.

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



*July Agenda
SC- TBCTA
Drf 7m
6/23/15 bps*

MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: JUNE 9, 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 \$1,000.00 for the Insurance Deductible on Highway Vehicle 2012 Chevy Tahoe Car #1 from accident on Butler Hill Rd 1/18/15 While attempting to close road due to extreme icy conditions.

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.

HISTORIC PROPERTIES BOARD

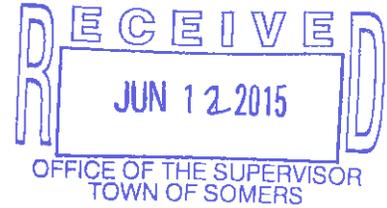
Town of Somers

WESTCHESTER COUNTY, N.Y.

Telephone
(914) 277-5582
Fax
(914) 277-3790

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

EMIL ANTONACCIO
CHAIRMAN



July Agenda

MEMO TO: ^{EC} Town Board *TCTA 6/12/15 by*
Fun

FROM: Historic Properties Board

RE: Interior Painting Mt. Zion Church

DATE: June 12, 2015

At our February 19, 2015 meeting, the Historic Properties Board made a unanimous motion to solicit RFP's to paint the interior of the Mt. Zion Church.

We request your permission to do so at this time. A copy of the RFP is attached and they will be sent to the following:

Carmelo's Painting Company
Defila Painting Company
Fiero Painting Company
Katonah Painting Company
North Salem Painting Company
Paul's Painting
Prince Painting Company
Vivid Painting Inc.
Yorktown Painting Co.

attachment

Telephone
914-277-5582
Denise Schirmer
Secretary

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

EMIL ANTONACCIO
CHAIRMAN
HISTORIC PROPERTIES
BOARD



Request For Proposal

The Town of Somers is soliciting proposals for the interior painting of the Mt. Zion Church located at 76 Route 139 (Primrose Street), Somers, New York.

Submittals:

Proposals will be received by mail to the Somers Historic Properties Board, 335 Route 202, Somers, NY 10589 **no later than** July 24, 2015.

Scope of Work:

Painting is to include all interior walls, ceilings and trim.

1. Wash soiled areas.
2. Scrape, sand and patch where needed.
3. Prime with "Zinzer Mold Killing Primer".
4. Apply two coats of "Benjamin Moore Regal Wall Satin Paint" to ceilings and walls.
5. Apply two coats of "Benjamin Moore Satin Oil Based Paint" to trim.

Work Schedule:

The project is to commence by September 1, 2015 and be completed by October 1, 2015. The Contractor, promptly after being awarded the contract, shall set a work schedule. The schedule shall not exceed the time limits set by the Historic Properties Board Chairman.

Please call the Board Chair, Emil Antonaccio at 845-649-1338 to provide work dates and schedule inspections.

Affirmative Action:

Contractors must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

The Contractor shall comply with all the provisions of all applicable Federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor or otherwise and in the performance of work under this Agreement.

Wage and Hour Provisions:

This is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or

days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor.

The Contractor is hereby bound to pay all labor on this project at rates no less than the prevailing wage scales as prepared by the NYS Department of Labor.

The Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the service agreement, shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and will be included or be made part of the contract.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified herein to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

Required Insurance

As specified in Schedule A attached.

References

A minimum of three (3) references must be submitted with all proposals.

Payment

Payment will be made by the Town to the Contractor after the satisfactory completion of all of the work and its acceptance by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor (including supporting documentation) to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

Request For Proposal

I/We hereby propose to furnish all labor, materials, insurance and equipment, in accordance with the attached specifications for the interior painting of the Mt. Zion Church located at 76 Route 139 (Primrose Street), Somers, New York.

Proposals will be received by mail to the Somers Historic Properties Board, 335 Route 202 Somers, NY 10589 **no later than July 24, 2015.**

For the Sum of \$ _____

Project Start Date _____

Company Name _____

License # _____

Mailing Address _____

Telephone # _____

Facsimile _____

Email Address _____

References (3) _____

Contact Name _____

Title _____

Signature _____

Dated _____

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

1. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof compliance with the **New York State Disability Benefits Law**. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$100,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. **The General Liability Insurance policy shall name the Town of Somers as an additional insured.** This insurance shall indicate on the certificate of insurance that the following is covered:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.

(iv) Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage to cover the following:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Somers (including its employees and their agents and agencies) it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Somers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Somers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.

OFFICE OF THE SUPERVISOR

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Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



July 2, 2015

MEMO

TO: Town Board
FROM: Rick Morrissey *RM*
Supervisor
RE: Court Audit Report

Attached is a copy of the annual Independent Auditor's Report for the year ending 2014 for your acknowledgement of completion at the July Town Board meeting.

RM/bj

C: Town Clerk, Director of Finance
Justice D. Timone
Justice M. McDermott

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