SOMERS TOWN BOARD
WORK SESSION/REGULAR MEETING 7:00PM
THURSDAY, AUGUST 9, 2018
www.somersny.com

6:30PM – Executive Session

A. **PLEDGE OF ALLEGIANCE:**

7:00PM – Work Session

B. **PUBLIC HEARING:**

C. **PARKS & RECREATION:**

1. Authorize the solicitation of Request for Proposals for Reis Park Basketball Court Repair and Resurfacing per email from Steve Ralston, Parks and Recreation Superintendent dated August 1, 2018.

D. **TOWN BOARD:**

1. Presentation of Proclamation to Somers Deputy Superintendent of Highways, Mr. Louis Noto.


4. Authorize the execution of the inter-municipal agreement ("IMA") between the County of Westchester and the Town of Somers in connection with the Risk Reduction Enhanced Response (RRER) Pilot Program.

5. Authorize Supervisor to accept the property donation of two empty lots located at 18 Lakeside Drive and 20 Lakeside Drive per memo dated July 11, 2018 from Steven Woelfle, Principal Engineering Technician and Thomas Chiaverini, Superintendent of Highways.

6. Authorize that the two proposals received for Fuel and Oil Heating be rejected and authorize the RFP be resolicited for certain work, generally consisting of a one (1) year contract to furnish and deliver #2-TW Fuel and Heating Oil to multiple Town of Somers buildings per memo dated July 31, 2018 from Efrem Citarella, Building Inspector.

7. Authorize that the proposal for the cleaning bid for the Library and Parks and Recreation Office/Recreation be rejected per memo dated August 2, 2018 from Efrem Citarella, Building Inspector.


9. Authorize the Supervisor to execute the purchase of equipment attachment Brush Hound 40EXHD Flail for an excavator from Westchester Tractor 60 International Blvd. Brewster, NY 10509 for the sum of $14,368.00 per memo dated August 2, 2018 from Thomas Chiaverini, Superintendent of Highways.

**E. FINANCIAL:** No additional business.

**F. HIGHWAY:**

1. Authorize Bad Weather-Overtime Adjustment for Louis Noto, Deputy Highway Superintendent, in the amount of $5,000 for 2018 per memo dated July 24, 2018 from Thomas E. Chiaverini, Supt. Of Highways.
G. PERSONNEL:

1. **Current Vacancies:**
   a. Affordable Housing Board (1- 2-year term ending 7/11/2019.)
   b. Affordable Housing Board (1- 2-year term ending 7/11/2020.)
   c. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
   d. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)

2. **Upcoming Vacancies:**
   a. Affordable Housing Board (2 – 2-year terms ending 7/11/2018.)

3. Authorize the reappointment of Ms. Ellen Devey to the Somers Affordable Housing Board to a two-year term ending July 11, 2020.

4. Authorize the reappointment of Mr. Richard Auerbach to the Somers Affordable Housing Board to a two-year term ending July 11, 2020.

5. Acknowledge resignation of Ms. Ellen Devey as Chairwoman of the Affordable Housing Board effective immediately.

6. Appoint Mr. Richard Auerbach as Chairman of the Affordable Housing Board effective immediately to a term ending December 31, 2018.


8. Authorize the hiring of Mr. Nicholas DiMarco as a Road Maintainer at an annual salary of $52,080.00 which he will receive 90% of it for the first six months at an hourly rate of $22.5347 then he will receive 95% after 26 weeks. Upon completion of one year of service, he will receive the full salary rate per memo dated July 26, 2018 from Thomas Chiaverini, Superintendent of Highways effective August 15, 2018.

H. PLANNING & ENGINEERING: – No additional business.

I. POLICE: – No additional business.
J. CONSENSUS AGENDA:

1. Authorize the return of the following Bonds per July 16, 2018 memos from Steven Woelfle, Principal Engineering Technician.
   a. $200.00    Erosion Control Bond (Zappico Construction LLC)
   b. $200.00    Erosion Control Bond (Zappico Construction LLC)

2018 Calendar

August 9, 2018  7:00pm  Town Board Work Session
               / Regular meeting

September 6, 2018  7:00pm  Town Board Work Session
                           / Regular Meeting
                           Public Hearing - Proposed Local
                           Law to amend Chapter 170, entitled
                           Zoning, adding Article XXIII,
                           entitled Vape Shops, of the Code of
                           the Town of Somers.
                           Public Hearing - Proposed Local
                           Law to amend Chapter 170, entitled
                           Zoning, amending Article I, entitled
                           General Provisions, and Article IV
                           entitled Business Historic
                           Preservation District of the Code of
                           the Town of Somers.

October 4, 2018  7:00pm  Town Board Work Session

October 11, 2018  7:00pm  Town Board Regular Meeting
Request For Proposal

The Town of Somers is soliciting proposals for the **Repair and resurfacing of two (2) all weather basketball courts** in Reis Park 82 Primrose Street, Katonah, New York.

**Submittals**
Proposals will be received by the Town of Somers in person or by mail until 4:00 p.m., Tuesday, August 29, 2018 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

**Scope of Work**
The Contractor shall perform the requested work including all materials, labor, tools and equipment to the following Town buildings, as follows:

CRACK REPAIR & RESURFACING OF TWO (2) ALL-WEATHER BASKETBALL COURT(S) – Total area comprises approximately (747) Square Yards.

1. Thoroughly air blow and clean the entire surface.

2. Thoroughly scrape, by hand scraper, power washing machine and remove all loose surfacing material. Clean thoroughly and apply LAYKOLD ACRYLIC TACK COAT. Shim with multiple applications of LAYKOLD ACRYLIC DEEP PATCH CRACK AND LEVELING BINDER until patch is smooth.

3. Rout, air blow and clean and total of approx. (220) lineal feet of existing structural cracks on court surface and next to Aco Drains and concrete edges. Fill to refusal with LAYKOLD DEEP PATCH ACRYLIC CRACK AND LEVELING BINDER. Overlay all structural crack repairs with ARMOR CRACK REPAIR SYSTEM. Make any necessary asphalt repairs under the baskets.

4. Furnish and apply one (1) coat(s) of LAYKOLD ACRYLIC RESURFACER to peeled areas and then one (1) coat(s) to entire court area.

5. Furnish and apply two (2) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (Dark Green) inbound and (Red) keys.

6. Layout and hand paint two (2) set(s) of basketball playing lines, as per existing layout, as per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXTURED WHITE LINE PAINT.
Inspection
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 at 914-232-8441, to schedule an appointment.

Work Schedule
The project shall commence in the fall of 2018 and be completed within a reasonable time of the request.

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 courts. Upon completion of the work all construction material will be removed from the premises promptly by the contractor.

Manufacturer’s Information
a. Contractor guarantees that the materials and/or equipment offered is standard new material and/or equipment, latest model or regular stock product with parts regularly used for the type of material and/or equipment, and; that such parts are in production and none likely to be discontinued. Also, that no attachment or part has been substituted or applied contrary to manufacturer’s standard guarantee against defect in design, materials or workmanship on material and/or equipment delivered to the Town of Somers.

b. Contractors must deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating material.

c. The Contractor shall insure certification by the manufacturer that products supplied comply with local regulations.

d. The Contractor shall submit to the Town, manufacturer’s technical information, including label analysis and instructions for handling, storing and applying, along with any product warranty information at the conclusion of the job.

e. Failure to comply with any of the above items will be deemed as non-responsive and result in rejection of the bid.

Warranty
a. The Contractor warrants to the Owner that materials furnished under the contract will be of good quality and new. 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.

b. A Manufacturer’s warranty will be submitted to the Town at the completion of the work.

c. The Contractor warrants to the Owner that their work will be free from any defects for duration of not less than two (2) 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 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
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 or 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 proposal for the Repair and resurfacing of two (2) all weather basketball courts in Reis Park 82 Primrose Street, Katonah, New York.

Proposals will be recceived by the Town of Somers in person or by mail until 4:00 p.m., Tuesday, August 29, 2018 at the Office of the Town Clerk of the Town of Somers, Town House, 335 Route 202, Somers, New York, 10589.

Cost of Materials: $__________________

Cost of Labor: $__________________

Incidentals: $__________________

Please list Incidentals
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Total Cost: $__________________

(written in numbers)

(written in words)

Project Start Date

Project Completion Date

Company Name

License #

Mailing Address

Telephone #

Facsimile
Non-Collusive Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

A. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposal, or certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

B. A Proposal shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Proposal, does not constitute, without more, a disclosure within the meaning of Section A (1).

__________________________________________
Legal Name of Person, Firm or Corporation

__________________________________________
Address of Person, Firm or Corporation

Signature:___________________________________

Print Name & Title:____________________________ Dated:____________________
Statement of Qualifications

1. The following is a list of places where the Contractor has performed work of similar character and magnitude, together with references:

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Cost</th>
<th>Name and Phone of Engineer or Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location &amp; Date of Completion</td>
<td>(Approximate)</td>
<td></td>
</tr>
</tbody>
</table>

a. 

b. 

c. 

d. 

e. 

2. The full names and places of residences of all officers and principals in the Proposal entity of the foregoing proposal are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Name</td>
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<td>Name</td>
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</tr>
</tbody>
</table>

3. A minimum of three (3) references including contact name and phone number must be submitted with the Proposal.

1. 

2. 

3. 
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 to 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.

2. 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.)
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 agreed 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.

Version #1  Adopted by the Town Board June 14, 2018
From: Schlaff, Robin (OFW) <RSchlaff@westchestergov.com>
Sent: Tuesday, June 12, 2018 2:44 PM
To: Rick Morrissey
Cc: Dechiaro, Stephanie
Subject: FW: RRER -- Somers IMA
Attachments:
Somers RRER 2017-2019 IMA (OFWSPDA217).pdf

Importance: High

Hi Rick,

How are you? The high risk team is working very well- as you may know most of the cases happen to be in Somers (who woulda thunk???)

Can you please review the attached, let us know if you have any questions, and then have the agreements properly executed, notarized and retuned to Steph.

Thanks!!!

Robi Schlaff
Director, Westchester County Office for Women
RSchlaff@westchestergov.com
914-995-5976
westchestergov.com/women

From: Dechiaro, Stephanie
Sent: Tuesday, June 12, 2018 2:26 PM
To: Schlaff, Robin (OFW) <RSchlaff@westchestergov.com>
Subject: RRER -- Somers IMA
Importance: High

Good afternoon,

Attached is a copy of the two-year intermunicipal agreement (IMA) with Westchester County in connection with the Risk Reduction Enhanced Response (RRER) Pilot Program. Please print two copies single-sided.

Once of the indicated pages are completed, signed and notarized by the relevant authority, please return two original hard copies to my attention for County signature.

In addition, please attach the following insurance certificates with the agreement:

1) A current Certificate of General Liability listing County of Westchester as the certificate holder. In the description box, you must state that The Certificate Holder is listed as additional insured
2) A current Workers Compensation Insurance Certificate listing County of Westchester as the certificate holder

The Certificate Holder box on each should read:
Don't hesitate to contact me with any questions.

Thanks

Stephanie
Stephanie DeGiaro
Program Specialist, Contract Management
Westchester County Office for Women
112 East Post Road, Room 110B
White Plains, NY 10601
Phone 914.995.6580 | Fax 914.995.5054

Westchester County wants to be able to contact you in an emergency. Sign up at www.westchestergov.com/cens

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AGREEMENT made this ____ day of ____________, 201_ by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its offices and principal place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter the “County”)

and

THE TOWN OF SOMERS, a municipal corporation of the State of New York, having its offices and principal place of business at 335 Route 202, Somers, New York 10589 (hereinafter referred to collectively as the “Town”), acting by and through its Police Department (the “Town Police Department”)

WITNESSETH:

WHEREAS, on or about November 1, 2017 the County entered into an agreement with the New York State Office for the Prevention of Domestic Violence to accept a grant in the amount of $200,000.00 (the “Grant Agreement”) to conduct a Risk Reduction Enhanced Response Pilot Program to prevent intimate partner related homicide in the northeast corner of Westchester County (the “Program”); and

WHEREAS, the goals of the Program are to reduce the risk of intimate partner violence and homicides, increase safety of victims while holding abusers more accountable, reduce recidivism, provide enhanced training and identify gaps in current practices; and

WHEREAS, the Program seeks to utilize a team approach by bringing together local multi-disciplinary Program partners who will share case information and implement case-specific intervention plans to mitigate danger; and

WHEREAS, the team, known as the Northern Westchester Risk Reduction Team (“NWRRT”), includes the following partners: Hope’s Door, Inc.; Pace University; Urban Resource Institute; Biofeedback Resources International Corporation; as well as local law enforcement agencies from towns located in the northeast corner of Westchester County; and
WHEREAS, the Town, through the Town Police Department, desires to participate in the Program as a member of the NWRRT.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

FIRST: The above recitals are hereby incorporated into and made a part of this Agreement.

SECOND: The Town, through the Town Police Department, shall participate in the Program as a member of the NWRRT and shall provide the services described in Schedule “A”, attached hereto and made a part hereof (the “Work”).

THIRD: As a material element of this Agreement, the Town shall abide by all terms and conditions set forth in this Agreement and the Grant Agreement. The Town acknowledges that it has received an exact copy of the Grant Agreement, has read it and is familiar with all its terms and conditions.

FOURTH: The County shall reimburse the Town the sum of TWO THOUSAND ($2,000.00) for training costs related to the Program.

FIFTH: This Agreement shall commence retroactive to October 1, 2017 and shall continue through September 30, 2019, except as may be sooner terminated as hereinafter set forth.

SIXTH: The Town agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “B”, entitled “Standard Insurance Provisions”, which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “B”, the Town agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly or indirectly out
of the performance or failure to perform hereunder by the Town or third parties under the
direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or
causes of action directly or indirectly arising out of this Agreement and to bear all other costs
and expenses related thereto.

The provisions of this paragraph shall survive the termination of this Agreement.

SEVENTH: Any purported delegation of duties or assignment of rights under this
Agreement without the prior express written consent of the other party is void.

EIGHTH: (a) The County, upon ten (10) days’ notice to the Town, may terminate this
Agreement in whole or in part when the County deems it to be in its best interest. In such event,
the Town shall be compensated and the County shall be liable only for payment for training
services already rendered under this Agreement prior to the effective date of termination at the
rates specified herein. Upon receipt of notice that the County is terminating this Agreement in
its best interests, the Town shall stop work immediately and incur no further costs in furtherance
of this Agreement without the express approval of the Commissioner, and the Town shall direct
any approved subcontractors to do the same.

(b) In the event the County determines that there has been a material breach by the Town
of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours
after service on the Town of written notice thereof, the County, in addition to any other right or
remedy it might have, may terminate this Agreement and the County shall have the right, power
and authority to complete the Work provided for in this Agreement, or contract for its
completion, and any additional expense or cost of such completion shall be charged to and paid
by the Town. Without limiting the foregoing, upon written notice to the Town, repeated
breaches by the Town of duties or obligations under this Agreement shall be deemed a material
breach of this Agreement justifying termination for cause hereunder without requirement for
further opportunity to cure.
NINTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Robin Schlaff, Director
Westchester County Office for Women
112 East Post Road, Room 110B
White Plains, New York 10601

with a copy to:

Westchester County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Town:

Town of Somers
335 Route 202
Somers, New York 10589

TENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and any dispute will be heard in a court of competent jurisdiction of the State of New York located in Westchester County.

ELEVENTH: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the Westchester County Attorney

TWELFTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or
modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

THE COUNTY OF WESTCHESTER

By: __________________________
    Kenneth W. Jenkins
    Acting County Executive

THE TOWN OF SOMERS

By: __________________________
    Name:
    Title:

Approved by the Westchester County Board of Legislators by Act No. 46-2018 on the 23rd day of April, 2018.

Approved by the Town Board by Act No. ___ on the ___ day of ________, 201__

Approved as to form and manner of execution:

______________________________
Assistant Westchester Attorney
The County of Westchester
STATE OF NEW YORK
)
COUNTY OF WESTCHESTER
)

ss.: 

On the ______ day of ___________ in the year 20__ before me, the
undersigned, personally appeared ________________________, personally known to me
or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(or 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 the person upon behalf of which the individual(s) acted, executed the
instrument.

Date: __________

____________________________
Notary Public
CERTIFICATE OF AUTHORITY
(Municipality)

I, ____________________________, certify that I am the

(Officer other than officer signing contract)

__________________________ of the ____________________________

(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 ____________________________

(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

__________________________ of the Municipality, that said agreement was duly signed

>Title of such person),

for on behalf of said Municipality by authority of its ____________________________

(Town Board, Village Board, City Council)

thereunto duly authorized, 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 ____________ , 201__, before me personally came

__________________________ whose signature appears above, to me known, and know to

be the ______________________ of ____________________________, 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.

__________________________

Notary Public
The Town Police Department, as a member of the Northern Westchester Risk Reduction Team ("NWRRT"), shall provide the following services:

- Train its police officers on intimate partner related violence
- Attend cross trainings with other law enforcement agencies
- Serve as the initial connection with victims
- Conduct lethality assessments
- Provide an enhanced response to the team by referring high risk cases
- Conduct home visits when needed
- Ensure offender accountability through making arrests when appropriate
SCHEDULE “B”  
STANDARD INSURANCE PROVISIONS  
(Town)

1. Prior to commencing work, the Town shall obtain at its own cost and expense the required insurance from insurance companies licensed 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 County of Westchester (the “County”), as may be required and approved by the Director of Risk Management of the County. 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 Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Town and identify the Agreement.

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

In the event that claims, for which the County 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 Town until such time as the Town shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Town shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 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, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers'
Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

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

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage or a combined single limit of $1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:
   (i) Premises - Operations.
   (ii) Broad Form Contractual.
   (iii) Independent Town and Sub-Town.
   (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 $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
   (i) Owned automobiles.
   (ii) Hired automobiles.
   (iii) Non-owned automobiles.

3. All policies of the Town shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other 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 County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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 Town.
Date: July 11, 2018

To: Town Board

From: Steven Woelfle
Engineering Department

Thomas Chiaverini
Superintendent of Highway

RE: Property Donation (Vacant Lots)
TM: 16.14-1-14.1 18 Lakeside Drive
TM: 16.14-1-14.2 20 Lakeside Drive

The owner of the above properties (see attached letter) is requesting to donate the above properties to the Town.

We concur with the request to donate 18 and 20 Lakeside Drive. The lots are necessary for town drainage purposes and also has potential for future utility improvements. Each lot is approximately .30 acres in size.

Again, we recommend accepting these properties.

A survey and site map has been enclosed for your use.

Enc.
SW/wg
cc: Town Clerk
Tax Assessor
Town Attorney
Z:\PE\General files\Donation of Land\16.14-1-14.1 and 14.2.doc
05/31/18

Town Of Somers Engineering Dept.

All interior drainage complete at 16 lakeside Dr. (Lots 22 and 23)
We are offering lots 24 and 25 at no charge/donation to discharge drainage from Lakeside culdesac.
We need a letter to building dept. for C/O for 16 Lakeside Dr. (Lots 22 and 23)

Thank you,
North County Homes INC.

[Signature]

J. L. Testa
MEMO TO: Rick Morrissey, Town Supervisor

FROM: Efrem Citarella, Building Inspector

RE: Reject Fuel and Oil Heating Bids

DATE: July 31, 2018

The bids for fuel and oil heating were due by 10:30 a.m. on July 30, 2018. Two bids were received. One of the bidders didn’t pay the Bond Bid therefore I would request that the bids be rejected and request permission to resolicit bids to perform certain work, generally consisting of a one (1) year contract to furnish and deliver #2-TW Fuel and Heating Oil to the Somers Highway Department, Somers Library, Somers Parks and Recreation Office, Somers Police Station, Somers Town House, Somers Town House Annex, and Van Tassell House (Nutrition).
MEMO TO: Rick Morrissey, Town Supervisor

FROM: Efrem Citarella, Building Inspector

RE: Amended - Reject Cleaning Bid

DATE: August 2, 2018

The bids for cleaning were due by 10:00 a.m. on July 30, 2018. The Library, and Parks and Recreation Office/Recreation Center currently have contracts for cleaning services, however the Library never secured an RFP/Bid for these services.

Only one bid was received from the same company that the Parks and Recreation Office/Recreation Center uses and the price quotes are as follows:

Library - $29,078 – they are currently paying $12,540

Parks and Recreation Office/Recreation Center - $15,457 – they are currently paying $10,740

Since the price difference for the Library is 2 ½ times what they are currently paying, they could hire a part-time employee to do that work for a whole lot less money. However, the Parks and Recreation Office/Recreation Center will have to solicit RFP’s as their contract has ended.

Based on the aforementioned, I request that the cleaning bid be rejected.
TO: Town Board

FROM: Parks and Recreation Board

RE: Amendment to Parks Rules and Regulations

DATE: July 27, 2018

At our monthly meetings on June 27 and July 25, 2018, the Parks and Recreation Board discussed a complaint received by the Parks and Recreation Department about people smoking in Reis Park. Currently, while the Code of the Town of Somers prohibits smoking in Town buildings, there are no official rules prohibiting smoking in the Town parks, except in the Dog Park.

The Board reviewed information provided by Mr. Ralston, including Parks Rules and Regulations, Section 128-2. Section 128-2(l) provides, "Behavior which causes public nuisances, annoyance or harm regarding the enjoyment of park and recreation facilities and otherwise affects the health, and safety and welfare of those using the park is prohibited." All agreed that vaping and smoking of tobacco products are plainly covered under the authority of this existing code.

Accordingly, the Board members present unanimously agreed to propose that this provision be amended to add the language “such as smoking and/or vaping”. This would serve to clarify and eliminate any confusion whether these activities are allowed. If such an amendment to the existing rule is not feasible, then the Board would request that the Code be changed prohibiting smoking and/or vaping in all Town parks.
Town of Somers

Local Law No. _____ For the Year 2018

A Local Law to amend Chapter 128 of the Code of the Town of Somers entitled Parks amending Section 128-2I. Park Rules and Regulations.

1. Section 128-2I. is amended to read as follows:

I. Behavior which causes public nuisances, annoyance or harm regarding the enjoyment of park and recreation facilities and otherwise affects the health, safety and welfare of those using the park is prohibited including but not limited to smoking and/or vaping.

2. This Local Law shall take effect upon filing of same with the Secretary of State of the State of New York.
MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: AUGUST 2, 2018

RE: AUTHORIZE TO PURCHASE

Authorize Superintendent of Highways to purchase equipment attachment Brush Hound 40iXHD Flail for our excavator from Westchester Tractor 60 International Blvd, Brewster, NY 10509 for the sum of $14,368.00 see attached quote with details.

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

Thomas E. Chiaverini
Supt. of Highways
### Machine and Options

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<thead>
<tr>
<th>Machine and Options</th>
<th>Price</th>
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<tbody>
<tr>
<td>New Rockhound “Bush Hound” 40EXHD hail mower for excavator</td>
<td>$16,508.00</td>
</tr>
<tr>
<td>Wain Roy hitch</td>
<td>$850.00</td>
</tr>
<tr>
<td>Municipal discount</td>
<td>($2,980.00)</td>
</tr>
<tr>
<td>Net price</td>
<td>$14,358.00</td>
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### Trade Units

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<tr>
<td>Total Tax</td>
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<tr>
<td>Total Price</td>
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Thank you for your business!
MEMO TO: SUPERVISOR  
TOWN BOARD

FROM: THOMAS E. CHIAVERINI  
SUPT. OF HIGHWAYS

DATE: JULY 24, 2018

RE: AUTHORIZE BAD WEATHER/OVERTIME/ADJUSTMENT

The Superintendent of Highways requests the Town Board to authorize Bad Weather-Overtime Adjustment to Deputy Highway Superintendent, Louis Noto in the amount of $5,000.00 for 2018.

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

Yours truly,

[Signature]

Thomas E. Chiaverini  
Supt. of Highways
Rick Morrisey, Supervisor  
Town of Somers  
Somers Town House  
335 Route 202  
Somers, NY 10589 

Re: Somers Affordable Housing Board 

Dear Rick, 

I just received your letter regarding reappointment to the Somers Affordable Housing Board. 

I am interested in being considered for reappointment to the board. However, I feel that Richard Auerbach should be the chair and he is interested in the position. Please let me know what the Town Board decides, thank you. 

I am in Maine for the summer and can be reached by email or the above address. Thank you for all you and the Town Board do for Somers. 

Ellen Devey 

CC: Town Board
July 11, 2018

Dear Mr. Auerbach,

Your term on the Somers Affordable Housing Board expires on July 11, 2018. We sincerely appreciate all your service on behalf of the Town of Somers.

If you are interested in being considered for reappointment for a new term extended through July 11, 2020 please notify me at your earliest convenience.

Again, thank you for your continued dedication and for the many contributions you have made to the Town of Somers as a member of the Somers Affordable Housing Board.

Very truly yours,

Rick Morrissey

RM/kd
C: Town Board

Z:\Supervisor\kdelucia\Boards and Committees\Board Letters_20180711.docx

I'm interested in remaining on the board.

Richard Auerbach
Hi Kim,

I am interested in becoming the chairman of the Affordable Housing Board. I’ve discussed this with Ellen and she is also in agreement.

Regards,
Rich Auerbach

Sent from my iPhone

On PM, Kim

Hi Richard,

Would you mind sending an email formally requesting that you in Chair of the AHB?

Thanks,

Kim

Kim DeLucia
Confidential Secretary
Office of Supervisor Rick Morrissey
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
Phone: 914-277-3637
Fax: 914-276-0082
WWW.SOMERSNY.COM
July 26,

Re: Resignation from the position of P/I Intermediate Clerk in the Assessor’s Office
Effective Sept. 25, 2018

Dear Supervisor Morrissey,

Effective Sept. 25, 2018, I am resigning my position as Part-time Intermediate Clerk in the Assessor’s Office.

I appreciate the opportunity I was given to assist the residents of the Town of Somers for over 7 years. It has been my joy and a real privilege to work for Teresa Stegner.

Thank you.

Sincerely,

Patricia Nicolosi

Cc  Kim De Lucia
    Town Board Members
    Robert Kehoe
Marano Tax
Supervisor
Town Board

From: Thomas E. Chiaverini
Supt. of Highways

Date: July 26, 2018

Re: Nicholas DiMarco – Highway Dept.

Please be advised that I will be hiring Nicholas DiMarco Full Time at the Highway Department as a Road Maintainer effective August 15, 2018 contingent upon the successful results of a physical, drug test, reference, background and NYS driver’s license checks.

at an annual salary of $22,050.00 which he will receive 90% of it for the first six months at an hourly rate of ($22.5347) then after the 26 weeks 95% upon completion of one year of service the employee shall receive the full salary rate of pay.

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

Yours truly,

Thomas E. Chiaverini
Supt. of Highways

Cc: Finance Dept
Town Clerk
Date: July 16, 2018

To: Town Board

From: Steven Woelfle  
Principal Engineering Technician

RE: Meadow Ridge Homes, Inc. Stormwater Management and Erosion and Sediment Control Permit #ASMESC2011-2
    TM: 4.18-1-20
    Release of Erosion Control Bond
    Check received January 4, 2011

This office has no objection to the return of the Erosion Control Bond in the amount of $200.00.

Please return to:

Zappico Construction LLC
194 Brady Avenue, 2nd Floor
Hawthorne, NY 10532

SW/wwg
cc: Town Clerk
    Director of Finance
    Zappico Construction LLC
PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

Date: July 16, 2018
To: Town Board
From: Steven Woelfle
Principal Engineering Technician
RE: Meadow Ridge Homes, Inc. Stormwater Management and Erosion and Sediment Control Permit #ASMEC2011-0
TM: 4.19.1-17
Release of Erosion Control Bond
Check received January 4, 2011

This office has no objection to the return of the Erosion Control Bond in the amount of $200.00.

Please return to:

Zappico Construction LLC
194 Brady Avenue, 2nd Floor
Hawthorne, NY 10532

SW/wg
cc: Town Clerk
    Director of Finance
    Zappico Construction LLC