6:30PM Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS:

PUBLIC COMMENT
Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES:

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

A. PARKS & RECREATION:

1. Authorize Supervisor to accept the proposal from Landscape Concepts to create a landscape design for Bailey Park to be paid from the Recreation Fee account per memo dated October 31, 2018 from the Parks and Recreation Board.

B. TOWN BOARD:

1. Congratulations to Patricia Kalba, Town of Somers Town Clerk, for being elected as District 2 Director for New York State Town Clerk’s Association and earning the designation of Certified Municipal Clerk (CMC), which is awarded by the International Institute of Municipal Clerks (IIMC), Inc.

2. Westchester Power - Presentation

3. Somers Academy – Update Presentation

4. 2019 Budget:
   A. Set 2019 Salaries for Elected Officials:
      a. Supervisor
      b. Town Board
      c. Superintendent of Highways
      d. Town Clerk
   B. Adopt 2019 Tentative Budget as 2019 Preliminary Budget.

C. FINANCIAL: - No additional business.

D. HIGHWAY: - No additional business.
E. 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. Parks and Recreation Board (1-3-year term ending 3/9/2019.)
   d. Partners in Prevention (2-3-year terms ending 12/31/2019.)
   e. Partners in Prevention (2-3-year terms ending 12/31/2020.)

2. Upcoming Vacancies:
   a. Library Board of Trustees (1-4-year term ending 12/31/2018.)
   b. Planning Board (1-7-year term ending 12/31/2018.)
   c. Zoning Board (1-5-year term ending 12/31/2018.)

3. Authorize hiring of Ms. Rhonda Wallach as Seasonal Office Assistant in Town Court office at an hourly rate of $15.00 per memo dated November 1, 2018 from Barbara Lloyd, Court Clerk effective November 9, 2018.

4. Authorize re-hiring of Ms. Patricia Nicolosi as Part Time Availability (PTA) Office Assistant (Automated Systems) to continue her work with the Board of Assessment Review Board at an hourly rate of $17.0204 per memo dated October 30, 2018 from Teresa Stegner, Assessor effective immediately.

F. PLANNING & ENGINEERING: - No additional business.

G. POLICE: - No additional business.

H. CONSENSUS AGENDA:

1. Accept the following Erosion Control Bond
   a. $200.00   Erosion Control Bond Mancini/Kolack Stormwater Management and Erosion and Sediment Control Permit - TM: 16.06-1-6

2. Authorize the return of the following Bond per October 9, 2018 memo from Steven Woelfle, Principal Engineering Technician.
   a. $100.00   Erosion Control Bond (Amy Malisse)

3. Authorize the return of the following Permit Extension fee:
   a. $97.00   Permit Extension Fee (Glenn Hintze)
4. Authorize the solicitation of Request for Proposals for Reis Park Concession Stand per memo dated October 26, 2018 from Steve Ralston, Parks and Recreation Superintendent.

5. Authorize Supervisor to approve going to bid for one (1) Chevy Volt to be paid for by NYSERDA grant per email dated October 22, 2018 from Robert Kehoe, Director of Finance.

6. Authorize Supervisor to execute the Federal Aid – Local Projects Utility Work Agreement regarding the relocation of the Town of Somers sewer mains located on Hill Boulevard in Yorktown per email dated October 17, 2018 from Adam Smith, Superintendent of Water & Sewer.

7. Authorize Supervisor to adopt the Sexual Harassment Policy for All Employers in New York State in the Town of Somers effective immediately.

8. Schedule public hearing for proposed amendments to Zoning Regulations, Section 170-3 to add that a mature cockerel be defined as when it starts crowing for December 13, 2018.

9. Schedule public hearing for a proposed invasive plant local law for December 13, 2018

10. Authorize the adoption of Somers’ model resolution related to concerns over the US Army Corps of Engineers proposals for dealing with storm surge in New York Harbor.

11. Authorize 2018 Budget transfers and modifications per October 25, 2018 email from Robert Kehoe, Director of Finance.

12. Authorize the Supervisor to execute the application to reserve temporary use of the Somers Town House Green from the Somers Lion’s Club for the lighting of the tree from December 2, 2018 through January 8, 2019.
### 2018 Calendar

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Meeting Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 8, 2018</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting</td>
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<tr>
<td>November 29, 2018</td>
<td>7:00pm</td>
<td>Town Board Special Meeting</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>7:00pm</td>
<td>Town Board Work Session</td>
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<tr>
<td>December 13, 2018</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting</td>
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### 2019 Calendar

<table>
<thead>
<tr>
<th>Date</th>
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<th>Meeting Type</th>
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</thead>
<tbody>
<tr>
<td>January 3, 2018</td>
<td>7:00pm</td>
<td>Town Board Organizational Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Town Board Work Session</td>
</tr>
<tr>
<td>January 10, 2018</td>
<td>7:00pm</td>
<td>Town Board Regular Meeting</td>
</tr>
</tbody>
</table>
TO: Town Board

FROM: Parks and Recreation Board

RE: Professional Services Proposal

DATE: October 31, 2018

At our meeting on October 24, 2018, a motion was made with all in favor to retain the services of Landscape Concepts to create a landscape design for Bailey Park. Request permission to accept the attached proposal to be paid from the Recreation Fee account.

attachment
Provide design services for Bailey Park in the town of Somers, NY the following is the estimate on the costs for the design services:

Design services will include the designing of a common area around the pavillon that will include seating, planting and hardscape. The design will also include transition ways from the light as well as transition ways from the potential sidewalk to be installed around that park area. Included in the design is also the screening of the house to the rear of the property. Price for design services include a initial design of the area with a renovation of the design. If additional renovations needed to be completed they will be additional to the cost. Design services: $1,250

To attend town meeting to present the design and answer questions would be: $325 per meeting

Thank you,
Mary Ann Rivera
Landscape Concepts
Dear Rick Morrissey,

Patricia Kalba, CMC of Town of Somers, has earned the designation of Certified Municipal Clerk (CMC), which is awarded by the International Institute of Municipal Clerks (IIMC), Inc. IIMC grants the CMC designation only to those municipal clerks who complete demanding education requirements, and who have a record of significant contributions to their local government, their community and state.

The International Institute of Municipal Clerks, founded in 1947, has 14,000 members throughout the United States, Canada and 15 other countries, and the mission of this global non-profit corporation is to enhance the education opportunities and professional development of its diverse membership.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. Your City can take immense pride in Patricia's educational accomplishments and achievement of this milestone.

On behalf of the IIMC Board of Directors, I am honored to endorse the conferring of CMC to Patricia Kalba, CMC of Town of Somers. We share your pride in this achievement and we applaud your support of the role Patricia plays in your city.

Sincerely,

Stephanie Caruthers Kelly, MMC
IIMC President

Sent by: Ashley DiBlasi
Assistant Director of Professional Development
# TENTATIVE BUDGET

## ELECTED OFFICIALS PROPOSED SALARIES 2018

<table>
<thead>
<tr>
<th>Role</th>
<th>2018</th>
<th>2019</th>
<th>% Increase</th>
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</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>104,032</td>
<td>104,032</td>
<td>0.0%</td>
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<tr>
<td>Superintendent of Highways</td>
<td>106,961</td>
<td>112,309</td>
<td>5.00%</td>
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<tr>
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<td>12,612</td>
<td>12,864</td>
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<tr>
<td>Town Clerk</td>
<td>74,255</td>
<td>77,968</td>
<td>5.00%</td>
</tr>
</tbody>
</table>
MEMO

Thursday, November 01, 2018

To: Supervisor Rick Morrissey

From: Barbara Lloyd, Court Clerk

Re: Seasonal Employee

The Court is requesting to hire Ms. Rhonda Wallach as a seasonal employee, effective November 9, 2018, to work on the Records Management Project. The hourly rate of pay will be $15.00.
MEMORANDUM

Date: October 30, 2018

To: Somers Town Board

From: Teresa Stegner, IAO - Assessor

Re: Part Time Availability (PTA) Designation for Patricia Nicolosi

Effective immediately, I am requesting Patricia Nicolosi be rehired as an employee for the Town of Somers on a part-time, as needed, basis to continue her work with the Board of Assessment Review on grievances and subsequent small claims filings. Her title would be Office Assistant (Automated Systems) PTA. Her salary will be set at her previous 2018 salary of $17.0204/hr.

Thank you for your consideration.
Date: October 24, 2018
To: Director of Finance T10(914)
From: Wendy Getting
Senior Office Assistant
RE: Erosion Control Bond
Mancini/Koleck Stormwater Management and Erosion and Sediment
Control Permit
TM: 16.06-1-6

Attached is a check in the amount of $200.00 posted by Richard Mancini,
in payment of an Erosion Control Bond.

Att:
cc: Town Board
      Town Clerk
Date: October 9, 2018

To: Town Board

From: Steven Woelke
Principal Engineering Technician

RE: Malisse Erosion/Sediment Control Permit AESC#2008-29
TM: 27.08-2-2.4
Release of Erosion Control Bond
Check received May 5, 2008

This office tried to contact Mr. and Mrs. Malisse a number of times with regards to the return of their Erosion Control Bond and there was no response. Therefore, the Town Board authorized the Erosion Control Bond be transferred to the General Fund by Town Board resolution dated December 18, 2017.

However, on October 4, 2018, Mrs. Amy Malisse has requested a final inspection and the return of her Erosion Control Bond. Therefore, this office has no objection to the return of the Erosion Control Bond in the amount of $100,000.

Please return to:

Amy Malisse

cc: John Clerk
Director of Finance
Amy Malisse
October 26, 2018

To: Town Board

From: Steven Ralston
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to go to solicit RFP for Reis Park Concession contract.

C: Director of Finance
Town Clerk
Park Board
The Town of Somers is soliciting proposals for the provision of concessions operation in Reis Park with the right to the exclusive sale of all food and beverage in the Town of Somers Parks.

**Submittals**
Proposals will be received in person at the office of the Town Clerk, Monday – Friday, 9:00 a.m. – 4:00 p.m. or by mail to Somers Town Clerk, 335 Route 202 Somers, NY 10589 until 4:00 p.m. Friday, December 14, 2018.

Proposals shall be enclosed in a sealed envelope marked Somers Concession Contract.

Potential candidates may view the site by contacting the Superintendent of Parks and Recreation at 914-232-8441.

Proposals shall be made upon the form included; stating the price both in words and in figures and include attachments as required.

Proposals must include a detailed list of concession items with prices including sales tax. It is the intent of the Town of Somers to offer residents a quality food service at a reasonable cost. The item detail for all proposed sale items and their pricing will be considered when awarding the contract. Pricing included in the proposal shall be used by the successful candidate upon commencement of business.

The Town of Somers reserves the right, in its discretion, to reject any or all proposals or to waive any informality or irregularity in the proposals received.

**Term of Contract**
The contract shall be for three seasons, commencing on April 1, 2019 and terminating on November 31, 2021. The minimum acceptable proposal will be $10,000.00, for the first year, with a 2% increase over 2019 in 2020 and 2% increase in 2020 over 2021. The contract may be extended by the Town of Somers for two additional seasons with a 2% per season increase over the previous season.

**Qualifications**
Potential candidates shall be skilled, experienced and regularly engaged in providing the type of work required under this contract. The Town, in its sole discretion, shall determine whether the bidder meets the qualifications set forth herein.

The Town of Somers may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the potential candidate to perform the work. Potential candidates shall furnish additional information and data for this purpose as may be required.

A select number of potential candidates will be required to appear before Town Officials to discuss details of their proposed food concession operation.
Scope of Work
The successful candidate will have the exclusive right to operate the concession stand in Reis Park and the exclusive sale of all food and beverage in Somers Parks under the jurisdiction of Town of Somers Department of Parks & Recreation. Exceptions to this right will be determined by the Superintendent of Parks & Recreation when there are events occurring in Town parks by Town groups. A list of these events will be provided to the concessionaire on a yearly basis prior to the beginning of the season.

- The concessionaire will be required to sell food and beverages, which are of good quality with healthy options. In the event that the successful vendor should desire to sell commodities other than those set forth in the said schedule of charges or change prices from the original proposal, a list of said commodities and the sale price of the same must first be submitted to the Superintendent of Recreation and Parks in writing for approval. Cigarettes, vaping products, alcoholic beverages or any substances in glass containers shall not be sold. Food and or beverage may not be dispersed in Styrofoam containers.

- Food menu, price lists and display boards must be professionally presented as pre-approved by the Superintendent of Parks and Recreation. The concessionaire shall post all prices of the merchandise offered for sale prominently about the premises.

- The Concessionaire being an independent business and not part of the Town of Somers shall and shall be solely responsible for marketing the business.

The Town of Somers shall provide: two burner two oven griddle top stove, two basket deep fryer, stainless steel prep tables, storage racks, exhaust system with hood, Ansual fire suppression system, hand sink, three compartment scullery sink, janitors slop sink and HVAC unit. All other equipment to be used for refrigeration, food preparation, cooking, storage, or placing of equipment is the responsibility of the concessionaire. A list of this equipment must be submitted to the Superintendent of Parks and Recreation for approval.

- The concessionaire, at the sole cost and expense of the same shall maintain the building equipment (to manufacturers recommendations) in full and complete repair to the satisfaction of the Superintendent of Parks and Recreation during the term of this contract, with the exception of structural repairs.

- The Concessionaire shall be responsible for inspection, certification and securing any and all permits to operate in order to comply with all municipal and governmental health rules and regulations. Proof of compliance shall be submitted to the Superintendent of Parks and Recreation on an annual basis prior to commencement of the season.
• If any repairs, alterations, decorations, additions or improvements to the premises are desired by the concessionaire, he/she shall first submit plans and specifications to the Superintendent of Parks and Recreation for his approval. No repairs, alterations, decorations, additions and improvements shall be made or work commenced without first obtaining written approval and consent from the Superintendent of Parks and Recreation. Any repairs, alterations, decorations, additions or improvements shall be made at the sole cost and expense of the concessionaire and shall become the property of the Town of Somers immediately upon their completion.

• The Concessionaire shall be directly responsible for purchasing and payment of all utility bills (electric and propane gas.)

• At the end of each season in which this contract is in effect, the Concessionaire is to restore and clean the premises and equipment to the condition in which it was found to the satisfaction of the Superintendent of Parks and Recreation. The vent hood shall be professionally cleaned and proof of compliance shall be submitted to the Superintendent of Parks & Recreation. All equipment owned by the concessionaire shall be removed unless the Town agrees to off season storage of equipment only. At the close of the season, concessionaire may make recommendations for changes, additions, etc.

• The Concessionaire agrees to maintain and clean up the park premises within one hundred fifty (150') feet of the location of the concession. The concessionaire must carry all garbage daily or more often as required to the designated dumpster located in the upper Reis lot. No accumulation of garbage will be allowed to accumulate on site.

• All cardboard containers are to be collapsed flat and placed in the appropriate trash/recycling dumpster.

• An authorized representative of the Superintendent of Parks and Recreation may make a daily inspection of the concession stand areas.

Commencement of Work
 REQUIRED Dates and hours of operation:

Weekdays:
• First week in April - Third week in April, 1-6 p.m.
• Fourth Week in April - Third Week in June, 11 a.m. - 9 p.m.
• Last week in June - Last week in August, 8 a.m. - 9 p.m.
• First week in September - Third week in November, 11 a.m. - 9 p.m.

Weekends and Holidays:
• Third week in April - Last week in October, 9 a.m. - 9 p.m.
• First week in November - Last week in November, 11 a.m. - 6 p.m.

Note: concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.
Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.

Insurance
The successful candidate will provide insurance policies as specified in Schedule A attached, naming the Town of Somers as an additional insured on each policy.

Affirmative Action
The successful candidate awarded the contract 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 must provide to the Town of Somers a list of all employees along with their age for approval no less than two weeks before the start of each season along with certification that all employees eighteen years of age and older have cleared a criminal history background check.

The Town may, in the prudent exercise of its sound discretions reserves the right to withhold or withdraw approval for all employees during the duration of the contract.
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 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:
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.

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.)

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 $1,000,000.

(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 using ISO endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent. Coverage shall be evidenced using Acord 25 (2014/01) including the ACORD 855 NY (2014/05) addendum. Policy shall not contain any exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. 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.
(v) Per project aggregate.

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.

(e) Umbrella Liability with a minimum limit of liability per occurrence of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than $5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

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 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 of completion of performance of this Agreement.
Request For Proposals

I/We hereby propose the following to operate the concession stand in Reis Park with the exclusive sale of all food and beverage in Somers Parks.

Proposals will be received in person at the office of the Town Clerk, Monday – Friday, 9:00 a.m. – 4:00 p.m. or by mail to Somers Town Clerk, 335 Route 202 Somers, NY 10589 until 4:00 p.m. Friday, December 14, 2018.

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

Somers Concession Contract

The contract shall be for three seasons, commencing on April 1, 2019 and terminating on November 31, 2021. The minimum acceptable proposal will be $7,000.00, for the first year, with a 2% increase over 2019 in 2020 and 2% increase in 2020 over 2021. The contract may be extended by the Town of Somers for two additional seasons with a 2% per season increase over the previous season.

I/We hereby submit

Numbers ____________________________

Words ____________________________

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>TYPE OF ENTITY</th>
<th>corporation, partnership, individual (circle one)</th>
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<tbody>
<tr>
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<td></td>
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<tr>
<td></td>
<td>EMAIL</td>
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</table>

Signature __________________________________

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 Location &amp; Date of Completion (Approximate)</th>
<th>Engineer or Owner</th>
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</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
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<tbody>
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3. A minimum of three (3) references including contact name and phone number must be submitted with the proposal.
SOMERS CONCESSION AGREEMENT
To be completed by the successful candidate only

THIS AGREEMENT made the __ day of ____________, 2019, 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

(herinafter referred to as the "Contractor").

WHEREAS, the Town has received a proposal from the Contractor to perform certain work, generally consisting of: Concession services. NOW, THEREFORE, the Town of Somers and the Contractor, by and for the considerations hereinafter set forth, agree as follows:

The successful candidate will have the exclusive right to operate the concession stand in Reis Park and the exclusive sale of all food and beverage in Somers Parks under the jurisdiction of Town of Somers Department of Parks & Recreation. Exceptions to this right will be determined by the Superintendent of Parks & Recreation when there are events occurring in Town parks by Town groups. A list of these events will be provided to the concessionaire on a yearly basis prior to the beginning of the season. The Contractor shall provide, furnish and perform all of the work specified in the attached proposal 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. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the work to be performed.

For the performance of all of the work in accordance with the provisions of this Agreement, the Contractor will pay the Town:

Year 1: ____________________________ ($ )
Year 2: ____________________________ ($ )
Year 3: ____________________________ ($ )
REQUIRED Dates and hours of operation:

**Weekdays:**
- First week in April – Third week in April, 1-6 p.m.
- Fourth Week in April – Third Week in June, 11 a.m. – 9 p.m.
- Last week in June – Last week in August 8 a.m. – 9 p.m.
- First week in September – Third week in November 11 a.m. – 9 p.m.

**Weekends and Holidays:**
- Third week in April – Last week in October, 9 a.m. – 9 p.m.
- First week in November – Last week in November, 11 a.m. – 6 p.m.

Note: Concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.

Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.

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.

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.

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.

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.

**Contract Termination**
The Town may terminate this Agreement in its sole and exclusive discretion, in whole or in part, upon thirty (30) days notice in writing to the Contractor whenever the Town deems such termination to be in its best interests or, if default, as set forth in default provision of contract.
Contractor shall be held in default of this agreement if:

a. it shall have failed to pay when due any rent, utility bills or

b. it or any guarantor of this agreement shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or

c. Contractor shall have vacated or abandoned the premises for a period of no less than 7 consecutive days.

In the event of such default, Town of Somers may declare the term of this Lease terminated, and may sue to recover said premises by summary proceeding or otherwise. Landlord, further, shall have all rights granted to it under the laws of the state in which the premises are located, including the right, but not the obligation, to re-let the premises.

Additionally, Town of Somers shall have the right to take immediate possession of the premises as a public benefit.

Contractor waives or surrenders any of its rights and privileges which it might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the term hereof after tenant is disposed or ejected therefrom by process of law or under the terms of this agreement. Contractor also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession and of any successor or other law of like import.

Town of Somers and tenant waive trial by jury in any action or proceeding and waive any counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this agreement or tenant's use or occupancy of the premises.

Liquidated Damages
In the event that the concessionaire terminates the concession prior to the completion of the three-season term in violation of this contract, the parties agree that it will be impractical or extremely difficult to fix the amount of the Town's damages. Accordingly, in such event, the concessionaire agrees that it shall be liable to the Town for the full amount payable to the Town under the contract for the full three-year term, less any amount which the concessionaire has actually paid to the Town hereunder, as liquidated damages and not as a penalty.

Terms of Payment
The contract shall provide payment to the Director of Finance equal installments during the contract's effective dates as follows: June 1, July 1, August 1, September 1, October 1, November 1, December 1. A 2% penalty will be added to any late payment and may result in termination of the contract.

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.

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

COUNTY OF WESTCHESTER

On the day of in the year 2019, 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 2019, 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
Kim DeLucia

From: Bob Kehoe
Sent: Monday, October 22, 2018 4:34 PM
To: Kim DeLucia
Cc: Rick Morrissey
Chevy Volt Bid

Kim,

Can we get this on the November TB agenda?

To be paid for by NYSERDA grant.

Thanks,

Bob
Hello Rick,

Attached is a proposed agreement regarding the relocation of the Town of Somers sewer mains located on Hill Boulevard in Yorktown. The purpose of the relocation is for the construction of a new bridge. This work will not affect our operations but will require the department staff to divert the sewer flows from one forced main to another during the relocation.

This agreement will require your approval.

Thank you,

Adam Smith
Superintendent of Water & Sewer
Town of Somers
Phone & Fax: (914) 248-5181
Mobile Phone: (914) 804-6643

Adam,

Attached please find the utility agreement regarding the removal and replacement of the sewer mains owned by the Town of Somers. This purpose of this agreement is to notify you of the proposed plan and to confirm the Town of Somers is in agreement with the proposed work. If you have any questions, comments, or concerns, please let me know. Otherwise please return a signed copy of the attached agreement.

Regards,

Jennifer Sicuranzo, P.E.
Design Engineer
Transportation and Infrastructure

WSP USA
555 Pleasantville Rd
South Building
Briarcliff Manor, NY 10510

Phone: +1 (914) 449-9047
Email: Jennifer.Sicuranzo@wsp.com
FEDERAL AID - LOCAL PROJECTS UTILITY WORK AGREEMENT

SPONSOR'S NAME: Town of Yorktown

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

<table>
<thead>
<tr>
<th>Project Identification No.: 8761.66</th>
<th>F.A. Project No.: TBD</th>
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<tbody>
<tr>
<td>ROW Declaration No.: N/A</td>
<td>Map Nos.: 1-2</td>
</tr>
<tr>
<td>Parcel Nos.: 1-2</td>
<td>County of: Westchester</td>
</tr>
<tr>
<td>Contract No.: TBD</td>
<td></td>
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<tr>
<td>Project Description: Hill Blvd over Barger Brook Tributary Bridge Replacement</td>
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necessitates the adjustment of utility facilities as hereinafter described, the owner, Town of Somers, of said facilities herewith agrees with the Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s), or change order(s).

I. Existing Facilities

6" and 8" DIP sewer force mains. The existing sewer mains are to be removed and relocated from station 11+91.2 to station 13+08.2. The sewer mains will be relocated east of the existing sewer mains underneath the bridge invert slab as indicated in the attached plans. Work shall be performed in accordance with the agreed time frames outlined in the "SPECIAL NOTE - COORDINATION WITH UTILITY SCHEDULE".

II. Financial Responsibility in accordance with Section 81 of the Highway Law (check appropriate boxes):

☐ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations law.

☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Highway Design Manual Chapter 13.
and Highway Design Manual Appendix 13G, and with the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

   The actual adjustment or design engineering will be performed by the following method(s):
   - 1) Contract let by the Sponsor
   - 2) Contract let by the Owner, (check applicable statement)
      - a. Best interests of Sponsor.
      - b. Owner not sufficiently staffed or equipped.
   - 3) By the Owner's forces

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

   - 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
   - 2) There is betterment described as follows:
      New 6" and 8" Ductile Iron Pipes will be installed offset from the existing by 12' and tied into the existing at stations 11+91.2 and station 13+09.2.
   - 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
   - 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid policy Guide Part 645 with respect to salvage and depreciation credits when applicable.

V. **General Covenants**

   The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

   1) A Privately Owned Property Agreement executed prior to the performance of the work.
   2) A Municipal Agreement executed prior to performance of the work.
   3) Such other agreement as approved by NYSDOT Legal Affairs Division

VI. **References**
The following documents are herewith incorporated in this agreement be reference (check appropriate boxes)

- B. Contract documents: Contract number TBD
  Capital PIN: 8781.66
  Plan sheets No. HB-7, HB-8, HB-13, HB-19, HB-20
- C. Owner's plan sheets
- D. Owner's estimate sheets form No.
- E. Resolution dated by
  - Granting the Sponsor authority to perform the adjustment for the owner.
  - Agreeing to maintain facilities adjusted via Local-let contract.
- F. Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Town of Somers Water & Sewer Department

(Print/Type Name) (Signature) Title Date

Town of Yorktown

(Print/Type Name) (Signature) Title Date

NYSDOT Commissioner of Transportation

(Print/Type Name) (Signature) Title Date
Special Note 6:
Coordination with the Utility Schedule

The Contractor shall become familiar with all provisions of Section 107-07, "Protection of Underground Facilities" of the Standard Specifications. The Contractor shall use the necessary precautions to prevent damage to pipes, conduits, and other underground facilities. All costs associated with verification of the location of underground facilities pursuant to 16 NYCRR 753 Protection of Underground Facilities, as amended, shall be included in the prices bid for the respective contract items involved.

The Contractor's attention is directed to Section 107-05 J, "Electrical Safety", of the Standard Specifications with regard to construction operations that could cause employees or the vehicles or equipment they are operating to come in contact with ("direct contact") or enter into dangerous proximity to ("indirect contact") energized electrical systems. Electrical systems shall be assumed to be energized high voltage until verified otherwise by the Utility. The Contractor shall identify and reference all potential electrical hazards and document such actions to the Engineer as part of the Project Safety and Health Plan.

All utility company forces and/or their subcontractors shall conduct their operations to ensure the safety and convenience of travelers and abutting property owners as well as the safety of all workers on the contract. Travelers include, but may not be limited to motorists, motorcyclists, bicyclists and pedestrians. All utility company forces and/or their subcontractors shall maintain public access to intersecting roads, business establishments, adjacent property, bus stops and transportation facilities for vehicles, pedestrians, and bicyclists. Additionally, while performing their work, all utility company forces and/or their subcontractors shall provide and maintain accommodations for safe pedestrian passage on at least one side of the roadway at all times, unless other temporary pedestrian accommodations are approved by the Engineer.

The Contractor must coordinate his schedule of operations with the various Utility owners involved with the project and shall verify utility information found in the contract documents.

Utility adjustment and/or relocations required by the various Utility owners in connection with PIN 5761.66 - Replacement of the Hill Boulevard Bridge include:

**Con Edison (gas)**
Con Edison gas facilities are located near the east curb line of the Hill Boulevard Bridge. Relocation of the 6” gas main to an elevation at least 4’ below the proposed bridge excavation limit is scheduled to be performed prior to the Contractor beginning work on the site. Con Edison forces will complete the work no later than April 1, 2019. The Contractor is to coordinate directly with Con Edison before beginning excavation work to confirm elevation and location of the relocated gas main.

**Town of Yorktown (sewer)**
The Contractor shall field verify the location of the existing 10” gravity sewer main along the west curb line of the Hill Boulevard Bridge with respect to existing and proposed construction. The Contractor shall install a temporary sewer main and maintain sewer flow at all times during construction as indicated in the contract documents. The Contractor shall perform the proposed sewer main work as shown in the contract plans. The Contractor shall coordinate with the Engineer and the Town of Yorktown throughout these operations.
**Town of Somers (sewer)**
The Contractor shall field verify the locations of the existing 6" and 8" sanitary sewer force mains within the median of the Hill Boulevard Bridge with respect to existing and proposed construction. The Contractor shall install the permanent sewer mains as shown in the contract plans. Connections of the existing mains to the proposed mains shall proceed with no interruptions in service. The Contractor shall coordinate with the Engineer and the Town of Somers throughout these operations.

**Town of Yorktown (water)**
The Contractor shall field verify the locations of the existing 12" water main along the west curb line of the Hill Boulevard Bridge with respect to existing and proposed construction. The Contractor shall install the permanent water main as shown in the contract plans. Connections of the existing main to the proposed main shall proceed with no interruptions in service. The Contractor shall coordinate with the Engineer and the Town of Yorktown throughout these operations.

Utility adjustment and/or relocations required by the various Utility owners in connection with PIN 8761.71 - Replacement of the Veterans Road Culvert include:

**Verizon Communications**
Verizon shares ownership of the two utility poles in the project area with NYSEG. A support strand crosses Veterans Road between these existing poles at stations V11+61 and V12+44. This strand will be removed by Verizon forces and a new anchor will be installed on each of the utility poles.

Verizon's work shall proceed in a continuous manner from start to finish by Verizon forces for a duration of two (2) calendar weeks. Verizon shall be given two (2) calendar weeks' notice in order to proceed with their portion of the work.

**Altice USA**
Altice USA aerial wire crossing Veterans Road between two existing poles at stations V11+61 and V12+44 within the Town of Yorktown Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:

The aerial wire is to be temporarily raised between the two existing poles in the project vicinity to achieve a minimum 22' vertical clearance. The wire shall be relocated by Altice USA forces in a continuous manner from start to finish by Altice's contractor for a duration of two (2) calendar weeks. Altice shall be given two (2) calendar weeks' notice in order to proceed with their portion of the work.

**New York State Electric and Gas Corporation**
NYSEG Aerial electrical distribution lines crossing Veterans Road between two poles at stations V11+61 and V12+44 within the Town of Yorktown Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows: The electrical distribution lines are to be de-energized during crane operations necessary for the placement of the box culvert units. NYSEG shall be given two (2) calendar weeks' notice in order to proceed with their portion of the work.

**Crown Castle International Corp.**
Crown Castle aerial wire crosses Veterans Road between stations V11+61 and V12+44 within the Town of Yorktown Right-of-Way as shown on the plans for the proposed transportation project are to be adjusted as follows:
The aerial wire is to be temporarily relocated along the north side of Veterans Road. The wire shall be relocated by Crown Castle forces. Crown Castle’s portion of the work shall proceed in a continuous manner from start to finish for a duration of two (2) calendar weeks. Crown Castle shall be given eight (8) calendar weeks’ notice in order to proceed with their portion of the work.

**Town of Yorktown (water)**
The Contractor shall field verify the location of the existing 12” water main within the project limits of the Veterans Road Culvert with respect to existing and proposed construction. The Contractor shall install the permanent water main as shown in the contract plans. Connection of the existing main to the proposed main shall proceed with no interruptions in service. The Contractor shall coordinate with the Engineer and the Town of Yorktown throughout these operations.

**General**
The above time periods do not apply to any corrective work to repair damage done by the Contractor to existing utility facilities. Those repairs may require time beyond those mentioned above. Also, all time periods are exclusive of frost periods and may be further extended if other natural deterrents occur that the Engineer judges to justify such extension.

In addition to the above listed utility efforts, others may become necessary during the construction phase as a result of more precise location data or other changes that might develop. These relocations are to be performed by the utility companies coordinating with the Contractor. These additions are not subject to the above-mentioned time frames and the actual time frame is to be determined by the Engineer considering the utility companies’ scheduling.

All known existing public and private utility lines within or adjacent to the site of the work are shown in their approximate locations on the contract plans. The Contractor is cautioned that these locations are not guaranteed, nor is there a guarantee that all such lines in existence have been shown on the plans.

The Contractor is referred to the provisions of the General Specifications that govern his responsibility for the protection and support of all utilities facilities encountered during his work. The Contractor shall conduct his operations as to prevent damage to such facilities. He shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 753.

The Contractor shall make good any damage to those utilities caused by his operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.

Prior to the commencement of construction, the Contractor shall meet with all the known public and private utility companies occupying the work site. The Contractor shall, at this meeting, inform the utility companies of his schedule of operations and so coordinate his work with these companies.

**Contact Information:**
Project Utility Contacts are listed below. They are subject to change throughout the project and it is the Contractor's responsibility to maintain the proper contacts for each agency for the life of the project.

<table>
<thead>
<tr>
<th>Utility Provider</th>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Con Edison (Gas)</td>
<td>Rilwan Durosini</td>
<td>(917) 418-6517</td>
<td>Supervisor</td>
</tr>
<tr>
<td></td>
<td>Mike Sanchik</td>
<td>(718) 859-1514</td>
<td>Supervisor</td>
</tr>
<tr>
<td>NYSEG</td>
<td>Rob McDonough</td>
<td>(585) 484-2233</td>
<td>Supervisor</td>
</tr>
<tr>
<td>Altice USA</td>
<td>Thomas Keenan</td>
<td>(845) 296-3333</td>
<td>Crew Chief</td>
</tr>
<tr>
<td>Crown Castle International</td>
<td>Richard Pitz</td>
<td>(845) 554-6091</td>
<td>Supervisor</td>
</tr>
<tr>
<td>Verizon</td>
<td>Thomas Mcardle</td>
<td>(914) 741-8740</td>
<td>Supervisor</td>
</tr>
<tr>
<td>Town of Yorktown Water</td>
<td>Ken Rundle</td>
<td>(914) 245-6111</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Town of Yorktown Sewer</td>
<td>Ed Mahoney</td>
<td>(914) 245-3510</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Town of Somers Sewer</td>
<td>Adam Smith</td>
<td>(914) 248-5181</td>
<td>Superintendent</td>
</tr>
</tbody>
</table>
Introduction

The Town of Somers is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Town of Somers' commitment to a discrimination-free work environment. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Town of Somers. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. The Town of Somers policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Town of Somers. In the remainder of this document, the term “employees” refers to this collective group.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Town of Somers will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Town of Somers who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or the Human Resource Director in the Supervisor’s office. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

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1 While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

2 A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Town of Somers to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

5. The Town of Somers will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Town of Somers will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Town of Somers will provide all employees a complaint form for employees to report harassment and file complaints.

7. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the Human Resource Director in the Supervisor's office.

8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

What is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.
A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

**Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- **Physical acts of a sexual nature**, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.

- **Unwanted sexual advances or propositions**, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.

- **Sexually oriented gestures, noises, remarks or jokes**, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

- **Sex stereotyping occurs** when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- **Sexual or discriminatory displays or publications** anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- **Hostile actions taken against an individual** because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
Bullying, yelling, name-calling.

What can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.
Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town of Somers will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Human Resource Director in the Supervisor's office will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.

- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.

- Request and review all relevant documents, including all electronic communications.

- Interview all parties involved, including any relevant witnesses.

- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).

- Keep the written documentation and associated documents in a secure and confidential location.

- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.

- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.
Legal Protections And External Remedies

Sexual harassment is not only prohibited by the Town of Somers but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Town of Somers, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Town of Somers does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.
Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York; New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.
MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.
       Acting Building Inspector

RE: Addition to the Code of the Town of Somers

DATE: October 2, 2018

At their September 11, 2018 meeting, the Zoning Board of Appeals entertained an application requesting that the interpretation of the Building Inspector be modified to define a mature cockerel not on the basis of age, but on the basis of it being able to crow. A motion was made that a mature cockerel be defined as when it starts crowing, it was seconded and all were in favor.

I respectfully request that this definition be added to §170-3 of the Code of the Town of Somers.

TT/ds
MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.
Building Inspector

RE: Invasive Plant Local Law Referral

DATE: October 25, 2018

At the recommendation of the Somers Open Space Committee in their memo to the Town Board dated October 16, 2018, I request that this be added to the agenda of the November Town Board meeting so it can be adopted as a local law.

TT:ds

attachment
MEMO TO: Somers Town Board  
FROM: Somers Open Space Committee  
RE: Invasive Plant Local Law Referral  
DATE: October 16, 2018

At the July 12, 2018 Town Board meeting a resolution was passed about enacting a local law concerning invasive plants, in particular bamboo. It was referred to the Open Space Committee for review and comment. The Committee’s comments are as follows:

The New York State DEC has current prohibited and regulated invasive plants which includes golden bamboo and yellow groove bamboo. Prohibited bamboo cannot be knowingly possessed with the intent to sell, import, purchase, transport or introduce. These are what is known as running bamboo.

The local issue is regulating and maintaining the existing plantings of running bamboo in the Town of Somers, as well as clumping bamboo (Bambusa, Dendrocalamus). The most significant issue is the encroachment of existing plants on neighboring properties, sensitive areas such as wetlands, buffer areas or the movement of these plants to another property unknowingly. unknowing invasive plant movement can be caused by wildlife, storm water, wind and routine landscaping activities.

The Village of Saltaire in Bay Shore, New York has a regulation of bamboo that cover all bamboo (their regulation was attached to the documentation the Committee received). This regulation addresses the key issues that were part of the current town resident’s complaint.

The Open Space Committee recommendation is that we propose the Village of Saltaire regulation.
APPROVAL/REQUESTS TO NYSDEC AND USACE REGARDING PUBLIC COMMENT, PUBLIC INFORMATION, AND PUBLIC SCOPING MEETINGS CONCERNING PROPOSED STORM SURGE BARRIERS

WHEREAS, in response to Superstorm Sandy, the U.S. Army Corps of Engineers (USACE) initiated a coastal storm risk management study for the NY/NJ Harbor & Tributaries Focus Area, with a goal to develop and implement measures to reduce the risk of coastal storm damage to communities, critical infrastructure, and important societal resources; and

WHEREAS, the non-federal sponsors of the study include New York State, represented by the NYS Department of Environmental Conservation (NYSDEC), and New Jersey, represented by the NJ Department of Environmental Protection; and

WHEREAS, the USACE is currently considering six different alternatives, ranging from no action alternative, to constructing massive in-water barriers to shoreline and nature-based measures; and

WHEREAS, several of these plans—specifically, the ones including giant in-water barriers throughout New York Harbor (Alternatives 2, 3A, 3B & 4)—could potentially threaten the very existence of the Hudson as a living river; and

WHEREAS, barrier projects throughout the harbor would reportedly cost up to $60 billion to build, and $100 million to $2.5 billion to maintain every year, without even addressing sea level rise, thereby raising questions about fiscal responsibility and ability to address sea level rise; and

WHEREAS, the USACE reportedly plans to narrow down the six alternatives to one or two, which are to be announced in a draft report due fall 2018, without a thorough review of the environmental impacts of each plan, and without meaningful public input; and

WHEREAS, while a seventy-day public comment period is now open through September 20, the USACE has only held five public meetings, on three days, to inform the public and consider the full range, or “scope” of the issues; and

WHEREAS, such a limited number of meetings in such a short timeframe is inadequate given the enormous scale of the project, and it fails to provide a meaningful opportunity for public involvement, leaving out a large number of communities that may be drastically affected by the selected alternative; now therefore be it:

Note:
State Of New York

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on September 4, 2018.

Dated: September 4, 2018

Signed: [Signature]

Diane Schenfeld
Chairman
Putnam County Legislature
RESOLVED, that the Putnam County Legislature does hereby request that the scoping comment period be extended from the current seventy (70) days to at least ninety (90) days; and be it further
RESOLVED, that the Putnam County Legislature does hereby request that more information on the proposed storm surge barriers be shared with the public, including those studies reviewed, or that will be reviewed, by USACE to evaluate alternatives; and be it further
RESOLVED, that the Putnam County Legislature does hereby request additional public scoping meetings across New York City, Long Island, and the Hudson Valley; and be it further
RESOLVED, that copies of this resolution shall be delivered to NYSDEC Commissioner: Basil Seggos; USACE New York District Project Manager Bryce Wisemiller; and Nancy J. Brighton, Chief, Watershed Section, Environmental Analysis Branch, Planning Division, USACE.

BY ROLL CALL VOTE: EIGHT AYES. ONE NAY—LEGISLATOR NACERINO. MOTION CARRIES.

Diane Schofield
Chief of Staff
County of Putnam
Kim, 

For November meeting.

Thanks,

Bob
# 2018 Budget Transfer

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**Total**: $45,800 00

**Explanation**: To cover budget overages for 2018.

**Signature**: 

[Signature]

Bob Kense, Director of Finance

**Date**: 10/25/2018
Application to Reserve Temporary Use of the Somers Town House Green for a Permitted Holiday Display

Name of Organization: Somers Lions Club

Address: P.O. Box 95
           Somers, NY 10589

Telephone Number: E-mail:

Alternate Name: Address

Telephone Number: E-mail:

General Description of Display: Holiday Tree Lighting

Duration of Display (beginning and ending): 12/21/18 - 1/8/19

Requested Area for Use: Front Lawn of Somers Town House

Signature of Applicant: Jim Corning

Print Name: Jim Corning

Date: 11/8/18