

OFFICE OF THE SUPERVISOR

Telephone  
(914) 277-3637  
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**Town of Somers**

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE  
385 ROUTE 202  
SOMERS, NY 10589

RICK MORRISSEY  
SUPERVISOR



**SOMERS TOWN BOARD  
SPECIAL MEETING – 4:30pm  
WEDNESDAY, OCTOBER 16, 2019  
[www.somersny.com](http://www.somersny.com)**

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**I. PLEDGE OF ALLEGIANCE:**

4:30PM – Special Meeting

**II. ROLL CALL:**

**III. BUSINESS OF THE BOARD:**

**A. TOWN BOARD:**

1. Town Clerk to Validate Petitions for the Creation of Somers Special Sewer District #2.
2. Set Date for Referendum Vote for the Creation of Somers Special Sewer District #2.
3. Award Communications Contract to Harrison Edwards.

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**2019 Calendar**

October 16, 2019	4:30pm	Town Board Special Meeting
November 7, 2019	7:00pm	Town Board Work Session
November 14, 2019	7:00pm	Town Board Regular Meeting
December 5, 2019	7:00pm	Town Board Work Session
December 12, 2019	7:00pm	Town Board Regular Meeting

Sent to:  
TB, TA, TC  
10/16/19  
KD

TEL: 914-277-3323  
FAX: 914-277-3960

TOWN CLERK'S OFFICE

Town of Somers

WESTCHESTER COUNTY, N.Y.

Town House  
335 Route 202  
Somers, N.Y. 10580

PATRICIA KALBA  
TOWN CLERK



MEMO

**TO:** Supervisor  
Town Board  
Town Attorney  
Woodard & Curran

**FROM:** Patricia Kalba, RMC, CMC  
Town Clerk

**DATED:** October 15, 2019

**RE:** Petitions Initiating Referendum

Please be advised that the Town Clerk's Office has received 125 signatures petitioning the Town Board to order and conduct a Referendum on the question of the Establishment of the Somers Sewer District No. 2.

After review of said petitions, I have verified that 120 of the signatures were eligible property owners in the proposed District.

Sent to:  
TB, TA, TC  
10/16/19  
KD



80 BUSINESS PARK DRIVE • SUITE 303 • ARMONK NY 10504 • tel 914 242 0010

PUBLIC RELATIONS & MARKETING  
harrison-edwards.com

## LETTER OF AGREEMENT

This is to confirm that "The Town of Somers" (alt. "You" "Your" "The Town") has retained HARRISON EDWARDS, Inc. (alt. "We" "Our" "Us" "Harrison Edwards") to provide public relations services for a public education campaign in anticipation of the December, 2019 Special Election to pass the Lake Revitalization initiative that calls for the installation of sewers in the Somers Sewer District No. 2 for Lake Shenorock and Lake Lincolndale. Our project fee of \$13,750.00 will include deliverables as outlined in "Appendix A" of this document.

One half of the agreed upon project fee of \$6,875.00 for professional services will be due upon signing the agreement between the Town of Somers and Harrison Edwards, Inc. You will be invoiced for the balance at the conclusion of the engagement or December 1, 2019, whichever comes first. Payment must be received by Us within 30 days of the invoice date or a late fee of 1% of the unpaid balance will be levied.

**Copyrights and Trademarks:** The Town guarantees that any elements of text, graphics, photos, designs, trademarks, logos or other artwork or content provided to Harrison Edwards for the purpose of promotion and publicity are owned by The Town or that The Town has permission from the rightful owner to use each of these elements; and that The Town will hold harmless, protect, and defend Harrison Edwards and its subcontractors from any claim or suit arising from the use of such elements specified by You and provided to Us.

**Intellectual Property:** Any intellectual property that Harrison Edwards creates for You as a result of this contract will be Your property. Notwithstanding the foregoing, Harrison Edwards' confidential trade secrets shall remain the property of Harrison Edwards, and Harrison Edwards shall continue Its unfettered ability to make use of such trade secrets.

You or We may terminate our Agreement on the first business day of any month (the "Termination Date") by giving thirty (30) days written notice to that effect. Notice shall be effective on the date that the notice is sent (if mailed) or received (if delivered by hand or sent by e-mail) ("The Effective Date"). Notwithstanding the foregoing, the contract shall not terminate unless all payments due to Harrison Edwards thereunder through the Termination Date are paid, including all unreimbursed debts and disbursements incurred by us on Your behalf through the Termination Date.

This Agreement may not be modified or amended except in writing, signed by authorized representatives of both Parties.

All Notices due under this Agreement shall be in writing, signed by the Party giving Notice, and sent via e-mail, or personal delivery. If the Notice is to Us, it should be addressed to:

Carolyn B. Mandelker, President  
Harrison Edwards, Inc.  
80 Business Park Drive, Suite 303  
Armonk, New York 10504  
e-mail: [cmandelker@harrison-edwardspr.com](mailto:cmandelker@harrison-edwardspr.com) or  
any other address We designate by Notice to You.

If the notice is to You, it will be addressed to:

Hon. Rick Morrissey, Supervisor  
Town of Somers  
335 US-202  
Somers, New York 10589  
Email: [supervisor@somersny.com](mailto:supervisor@somersny.com)  
or any other address You designate by Notice to Us.

Thank you very much. We look forward to working with you.

HARRISON EDWARDS, Inc. by

\_\_\_\_\_ date \_\_\_\_\_  
(Carolyn B. Mandelker, President)

TOWN OF SOMERS, New York by:

\_\_\_\_\_  
(Print name)

\_\_\_\_\_ date \_\_\_\_\_  
(Signature)

## **"Appendix A"**

For a Project Fee of \$13,750, we will provide the following activity:

- A. Identify the key stakeholders and create specific messaging for each group;
  - Craft the messaging
  - Promote project in the media, social media, and at meetings
  - Deflect criticism (with factual information)
- B. Develop talking points for Town and County officials;
- C. Develop 1 easy-to-understand fact sheet (possibly with infographics), touting the facts and benefits about the project;
- D. Develop and design one easy-to-understand, direct mail postcard (Town to cover the cost of printing and postage separately);
- E. Launch two social media channels for the town, or tap into the town's existing social media channels to disseminate information about the project;
- F. 4-6 Facebook posts per week and up to 10 Tweets per week;
- G. Develop 2 social media infographics about the project;
- H. Feed stories to the press and provide timely and informative updates to members of the media both proactively, and respond to reporter queries (Issue 4-6 press releases and/or statements, and/or respond to criticism or editorials in the weeks leading up to the vote);
- I. Serve as media spokesperson if needed;
- J. Hold up to two information sessions at the homes of key supporters in each lake community where we help facilitate a conversation with residents and town officials. Talk about concerns, separate fact from fiction;
- K. Attend regularly-scheduled or Special Town Board meetings; and
- L. Hold weekly conference calls and provide monthly activity reports.
- M. Minor out-of-pocket expenses such as laser printouts, travel, stock photos (through our Getty service account), and graphic design will be included in the project fee. However, the printing and mailing of materials will be covered by The Town.