

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, SEPTEMBER 4, 2025**
www.somersny.gov

6:00PM – Executive Session

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

A. TOWN BOARD:

1. Town of Somers – Update
2. Petition to Extend/Join the Somers Consolidated Water District to 34 Mahopac Avenue – SBL 36.07-2-1 - Discussion
3. Ratify the Supervisor's August 18, 2025 signature on the Stipulation of Agreement between the Town of Somers and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Somers Unit #8230 ("CSEA") received on July 16, 2025.
4. Request approval to proceed with the disposal of the Nutrition Department's 2006 red Chevy Express 7 passenger van (VIN: 21686) to be sold for scrap metal based on the Highway Department's recommendation, per memo dated August 28, 2025, from Princess Guerra, Nutrition Program Director.

**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, SEPTEMBER 4, 2025
www.somersny.gov**

5. Consider adoption of a resolution authorizing the Town Board to appoint a replacement for Deputy Chief Al Vigliotti of the Somers Bureau of Fire Prevention as he will be stepping down as soon as a new Deputy is appointed, per memo dated August 27, 2025, from the Bureau of Fire Prevention.
6. Accept the resignation of Al Vigliotti as a Deputy Chief of the Somers Bureau of Fire Prevention, effective the day a new Deputy Chief is appointed. Al has served on the Board for 25 years.

B. PARKS & RECREATION:

1. Request permission to execute the Koegel Park Caretaker License Agreement with Howard Vinberg with a monthly rent of \$1,465.00 commencing on October 1, 2025 and terminating on April 30, 2026 per memo dated August 27, 2025 from Steven Ralston, Superintendent of Parks & Recreation.

C. FINANCIAL:

1. Request approval for the Supervisor to execute the Market Power Program agreement for Electric Service with the Power Authority of the State of New York (NYPA) to purchase electricity supply at a fixed cost for a one-year term beginning October 1, 2025 or later, per memo dated August 29, 2025 from the Finance Department.

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. **Current Vacancies:**
 - a. Affordable Housing Board (2- 2-year terms ending 7/11/2026.)
 - b. Affordable Housing Board (1- 2-year term ending 7/11/2027.)
 - c. Assessment Board of Review (1-5-year term ending 9/30/2029.)
 - d. Planning Board (1 – 7-year term ending 12/31/2026.)
2. **Upcoming Vacancies - Terms Expiring in 2025:**
 - a. Assessment Board of Review (1-5-year term ending 9/30/2025.)

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3. Acknowledge the resignation of Kim Maguire, Part-time Police Officer, for the Town of Somers, effective August 14, 2025.
4. Acknowledge the resignation of John Currie as a member and the Chairman of the Somers Planning Board effective September 11, 2025. John has served on the Board for 20 years.

F. PLANNING & ENGINEERING:

1. For review and comment:
 - a. Long, 20 Lakeview Drive, Yorktown Heights - Wetland and Watercourse Protection Application

G. POLICE:

1. Authorize the Supervisor to execute the Mutual Aid Agreement between the County of Westchester and the Town of Somers for a five (5) year term commencing retro to July 31, 2025 and terminating on July 30, 2030, per email dated August 11, 2025, from Brian Linkletter, Chief of the Somers Police Department.
2. Request approval to proceed with the disposal of the Police Department's 2008 Dodge Durango (VIN: 21464) to be sold for scrap metal based on the Highway Department's recommendation, per memo dated August 21, 2025, from Brian Linkletter, Chief of the Somers Police Department.

H. PROPOSED CONSENSUS AGENDA:

1. Authorize the return of the following Bond per August 11, 2025 memo from Steven Woelfle, Engineering Department
 - a. \$500.00 – Bond for Incomplete Items for the Issuance of a CO, Mancini Stormwater Management and Erosion and Sediment Control and Tree Removal Permit #ASMESCT2024-14
TM: 5.20-2-14

**SOMERS TOWN BOARD
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www.somersny.gov**

2. Accept the following Bond per the August 13, 2025 memo from Steven Woelfle, Engineering Department:
 - a. \$200.00 - Erosion Control Bond
Gold, Wetland and Watercourse Protection and Stormwater Management and Erosion and Sediment Control Permit
TM: 27.18-1-24, Resolution No. 2025-13
3. Authorize the Supervisor to execute the application to reserve temporary use of the Somers Town House Green from Anthony J. Messina to display a Christmas Nativity Creche from December 5, 2025 through January 10, 2026.

2025 Calendar

September 4, 2025	7:00pm	Town Board Work Session
September 11, 2025	7:00pm	Town Board Regular Meeting
		Public Hearing: In the Matter of the Extension of the Heritage Hills Special Sewer District in the Town of Somers, Westchester County, New York, pursuant to Article 12-a of the Town Law.
		Public Hearing: In the Matter of the Extension of the Heritage Hills Special Water District in the Town of Somers, Westchester County, New York, pursuant to Article 12-a of the Town Law.
October 2, 2025	7:00pm	Town Board Work Session
October 9, 2025	7:00pm	Town Board Regular Meeting
November 6, 2025	7:00pm	Town Board Work Session
November 13, 2025	7:00pm	Town Board Regular Meeting
December 4, 2025	7:00pm	Town Board Work Session
December 10, 2025 (Wednesday)	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, TC
8/27/25
KD

Frederick McQuillan
Superintendent of Water & Sewer
fmcquillan@somersny.gov

Water & Sewer Department

Town of Somers

WESTCHESTER COUNTY, N.Y.

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



Date: August 18, 2025

To: Somers Town Board

From: Frederick McQuillan
Water & Sewer Superintendent

RE: **Petition to Extend / Join the Somers Consolidated Water District**
SBL 36.07-2-1, 34 Mahopac Ave.

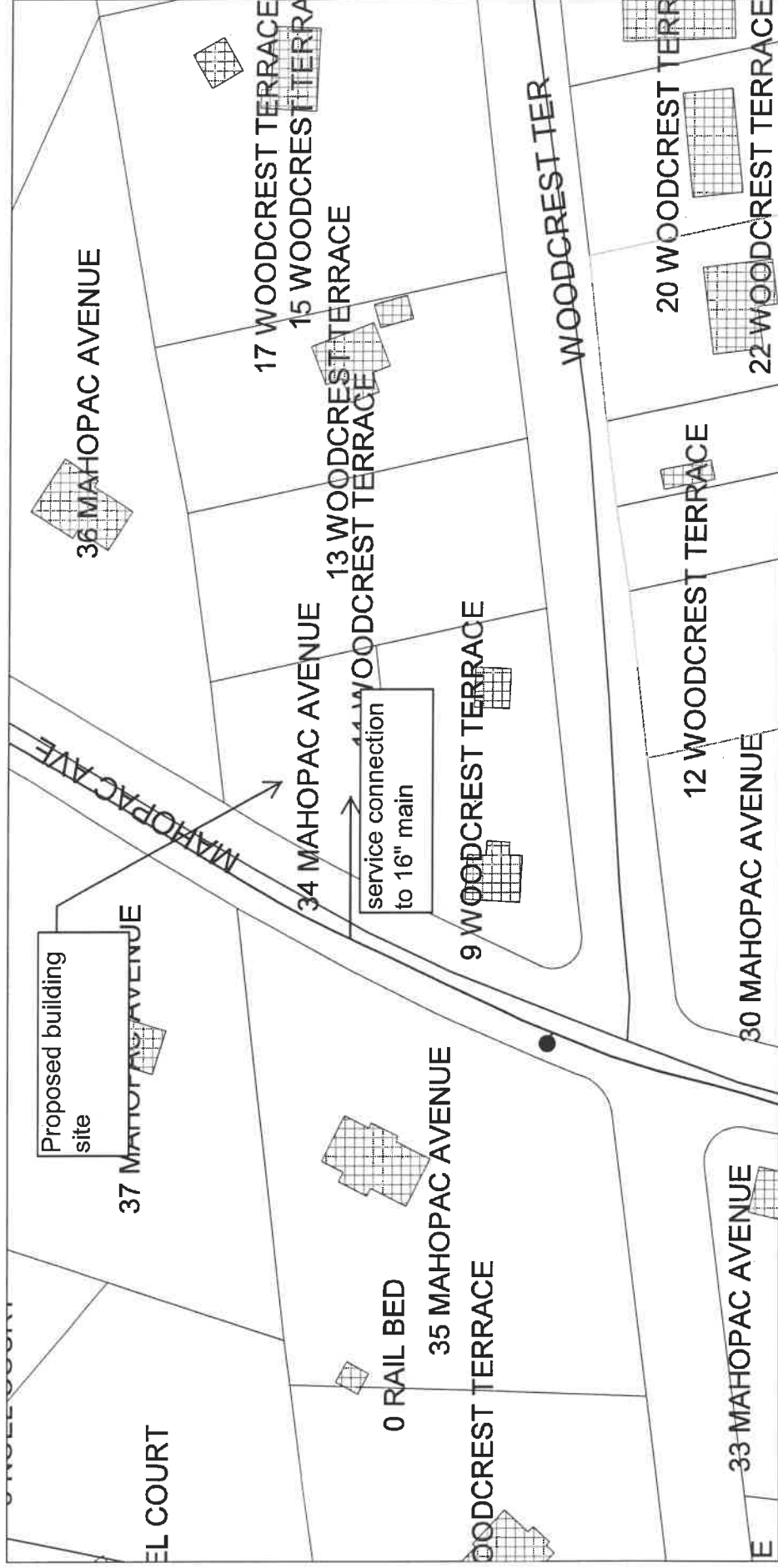
This office has reviewed the application and supporting documentation for an out of district connection to extend the Somers Consolidated Water District as follows:

- Exhibit A: SCWD District Area Map showing location of property.
- Exhibit B: Water System Buy-In Fee schedule for out of district connection to the SCWD.
- Exhibit C: Tap Application, Project Drawing, Project Description, Short Environmental Assessment Form dated August 10, 2025

Provided the Town Board have no objections with the application request, this office would support the application to join the Water District as an out of district customer. The required buy-in of \$8000.00 and tap application fee of \$8000.00 as shown in Exhibit B, would be paid prior to construction. Any additional permits/fees required, as well as construction cost shall be paid by the petitioner, as applicable.

cc: Town Clerk
Town Attorney
Town Assessor
Director of Finance
Planning and Engineering

SCWD - Amawalk Section



SOMERS CONSOLIDATED WATER DISTRICT NO. 1

A172 Attachment 2

Town of Somers

**Appendix B
Water District Fee Schedule**

Town of Somers Water District Fee Schedule		
Somers Consolidated Water District No. 1		
Reference	Fee	
Water main extension (buy-in-fee): For all extensions of water mains without an existing water district, the applicant for such an extension shall pay the sum of \$8,000 per dwelling unit serviced or to be serviced by such extension. The fee shall be paid at the time the building permit is issued.	\$8,000 per dwelling unit to be serviced	
Service line connections (residential and commercial): The application fee for all residential and commercial water service connections are as set forth in the following table. The application fee for three-fourths and one-inch service connections includes the tap application, the service line inspection and either one five-eighths-by-three-fourths-inch meter or a one-inch meter. The application fee for service connections 1 1/4 inches through eight inches includes the tap application and the service line inspection.	In District	Out of District
3/4 inch	\$600	\$8,000
1 inch	\$800	\$8,000
1.25 inches	\$900	\$8,000
1.5 inches	\$1,000	\$8,000
2 inches	\$1,100	\$8,000
4 inches	\$1,200	\$8,000
6 inches	\$1,500	\$8,000
8 inches	\$1,500	\$8,000

Project Description

JOSEPH FESTO

34 Mahopac Avenue
AMAWALK, NEW YORK, 10501

PROPOSED EXTENSION TO THE SOMERS CONSOLIDATED WATER DISTRICT
34 Mahopac Ave.
SOMERS (T)

1. **DESCRIPTION OF THE PROPOSED DEVELOPMENT:** The applicant, Joe Festo, seeks approval to connect the proposed house to an existing 16-inch ductile iron water main located along the property frontage on Mahopac Avenue.
2. **REQUIRED APPROVAL – DISTRICT EXPANSION**
The applicant is applying for out of district connection to the SOMERS CONSOLIDATED WATER DISTRICT.
3. **REQUIRED APPROVAL – UTILITY DESIGN**
No proposed public improvements or new infrastructure is required or proposed.
4. **OWNERSHIP OF WATER FACILITIES**
The water main situated on Mahopac Ave. is owned and operated by the Town of Somers Water District # 1.
5. **FLOW IMPACT ON EXISTING DISTRICT**
DESIGN FLOW IMPACTS-FOR ON SITE PROPOSED USE
RESIDENCE:

Single family house	3 Bedrooms
Assume 1.5 persons per bedroom	4.5 persons
4.5 persons x 75 gal/per/day	337.5 gpd
6. **FEES:** The property owner will pay out of district charges of an \$8000.00 tap application and \$8000.00 buy in fee. The applicant will also be responsible for all associated construction of the lateral service line.

The Town of Somers Consolidated Water District has reported that sufficient capacity exists to supply the water demand for this project. Current usage is reported to be in the 225,00 to 285,000 gpd range. The higher usage occurs in the month of July when residents use additional water for landscaping purposes. The District further reports that they have approval to use up to 550,000 gpd.

Based upon the above it is requested that the Town Board of the Town of Somers approve this requested extension to the Somers Consolidated Water District.

**TOWN OF SOMERS
SOMERS CONSOLIDATED WATER DISTRICT
P.O. BOX 618, 40 LAKEVIEW DR.
Shenorock, NY 10587**

Date 8-10-2025 Property Tax ID Number 36.07-2-1

APPLICATION FOR WATER

Application is hereby made for use of District Water and Service Pipe Line within 2-ft. inside of lot line from premises located and owned by:

Name Joseph Festo Property Location 3 M C AVE
Print Name

Mailing Address 5 Delra Ln C, T, V, Yorktown Hts State N

Telephone _____

Type of House ol n a Number of Rooms 8 Size of Building 2000 sq

Name of Plumber Dann Plumbi Address Mahopac N
(ALL WORK MUST BE PERFORMED BY A WESTCHESTER COUNTY LICENSED PLUMBER)

Highway Dept. Street Opening Permit Required: Yes _____ No _____
(Contact the Highway Department at (914) 232-4848)

Meter Pit Required: Yes ☒ No _____
(If line from curb box to house is 75 ft. or greater and or a coupling is needed a meter pit is required.)

The permit application shall be supplemented by any plans, specifications, or any other information considered pertinent in the judgement of the Water Superintendent.

A set of plans or a drawing showing the proposed service line location must be submitted with this application.

The owner hereby agrees to maintain the above installation in good order free from frost or other damage and agrees to pay for same if so ruled by the above Town.

Signed by Owner Joseph Festo Address _____

WATER APPLICATION FEE (See Water Tap Fee Schedule)

(This includes trench inspection and purchase of up to a 1-inch water meter; applicant is responsible for meters over 1 inch.)

FOR WATER DISTRICT USE DO NOT WRITE BELOW THIS LINE

Size of Main _____ Size of Tap _____ Inspected by: _____

Date _____ Meter No. _____ Location _____

Remote Location _____ Remote No. _____

Approved by Water Superintendent _____ Date _____

ALL WORK MUST BE PERFORMED BY A WESTCHESTER COUNTY LICENSED PLUMBER

		NO	YES	N/A
5. Is the proposed action,				
a. A permitted use under the zoning regulations?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____				

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline	<input type="checkbox"/> Forest	Agricultural/grasslands Early mid-successional
Wetland	<input type="checkbox"/> Urban	Suburban
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Joseph Festo</u> Date: <u>8-10-2025</u> Signature: <u>Joseph Festo</u> Title: _____		

Sent to:
FB, TA, TC
8/28/25
KD

INTEROFFICE MEMORANDUM

TO: TOWN SUPERVISOR AND MEMBERS OF THE TOWN BOARD
FROM: SENIOR PROGRAMS DIRECTOR, PRINCESS GUERRA
SUBJECT: 2006 CHEVROLET EXPRESS 1500
DATE: AUGUST 28, 2025
CC: DIRECTOR FINANCE, TOWN CLERK

Dear Town Board,

Following an inspection conducted by the Highway Department, it has been determined that the 2006 7 passenger Red Chevrolet Nutrition Van is no longer safe or suitable for road use. Based on their recommendation, we propose that the van be sold for scrap metal.

We respectfully request the Town Board's approval to proceed with the disposal of the Nutrition Van in this manner.

Thank you for your consideration.

Sent to:
TB, TA, TC
8/28/25
KD

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

BUREAU OF FIRE PREVENTION

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
ANNEX
337 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA, JR.
CHIEF



MEMO TO: Town Board

FROM: Bureau of Fire Prevention

RE: Replacement for Deputy Chief Al Vigliotti

DATE: August 27, 2025

Please find attached Somers Bureau of Fire Prevention Deputy Chief Al Vigliotti's resignation from the Bureau after serving since January 1, 2001. He will remain on until a replacement is found.

As per Chapter 26-1 - A (3) of the Code of the Town of Somers, Deputy Chiefs shall be active members in the Somers Volunteer Fire Department (SVFD), with at least five years of firefighting or Code Enforcement experience. The Town Board will request recommendations from the SVFD and/or the Board of Fire Commissioners. In the event a request for recommendation is not answered within 60 days then the Town Board shall appoint any qualified person from the Somers Volunteer Fire Department.

The Bureau meets monthly on the 3rd Wednesday at 4:30 p.m. in the Somers Building Department. It is our hope that you will make us aware of your recommendation by the end of the year.

attachment

Sent to:
TB, TA, TC
8/28/25
KD

Al Vigliotti

August 21, 2025


Somers Town Board
335 Route 202
Somers, New York 10587

Dear Somers Town Board,

I would like to take this time to thank you for giving me the opportunity to be a Deputy Chief on the Somers Bureau of Fire Prevention since January 1, 2001.

Although it has been a pleasure to serve the community in this capacity, I will be stepping down as soon as you are able to appoint a new Deputy.

Sincerely,


Al Vigliotti

Sent to:
TB, TA, TC
8/28/25
KD

Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

Email: Sralston@somersny.gov

WEB: www.somersny.gov



Steven Ralston
Superintendent

August 27, 2025

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission for Supervisor Scorrano to execute the attached Koegel Caretaker License Agreement with Howard Vinberg.

C: Director of Finance
Town Clerk
Park Board

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



LICENSE AGREEMENT

AGREEMENT made as of this day of , 2025, between the **Town of Somers**, a municipal corporation having an address at 335 Route 202, Somers, New York 10589 (hereinafter referred to as "**Town**") and **Howard M. Vinberg** (hereinafter referred to as "**Licensee**") residing at Caretaker's Residence, Koegel Park, Route 118, Somers, New York 10589.

W I T N E S S E T H:

The Town hereby enters into this License Agreement with the Licensee for the Premises known as The Caretakers Residence, Koegel Park, Route 118, Somers, New York for a Term commencing on October 1, 2025, and terminating on April 30, 2026, with a monthly License Fee, payable in advance, of \$1,465.00 per month. The parties acknowledge that the monthly License Fee for the Premises is discounted below the full market appraised value for the Premises. Therefore, the Licensee's consideration for the License Agreement is the Licensee's payment of the License Fee as provided for herein and the Licensee's continued performance of the duties described in Schedule "A", which is attached hereto and made a part hereof. The parties hereto hereby covenant as follows:

1. Security Deposit. Licensee shall pay \$1,000.00 as a security deposit.
2. No Smoking Permitted. No smoking will be permitted in the residence.
3. Ownership. The License Agreement is granted solely on the basis of the Town's ownership of the property and the Licensee being an employee of the Town of Somers. Occupancy hereunder is expressly conditioned upon (i) the continued ownership of the property by the Town; and (ii) the continued employment as hereinafter defined by the Town of the Licensee; and (iii) the continued performance by the Licensee of the listed duties described in Schedule "A". In the event that either Licensee's employment by the Town is terminated, voluntarily or otherwise, or Licensee no longer fulfills the duties described in Schedule "A", the Town may terminate this License Agreement immediately and require the Licensee to vacate the Premises immediately.

In addition, should the Town sell or transfer or otherwise divest itself of ownership of the property, the Town may terminate this License Agreement upon thirty (30) days' written notice to the Licensee, and the Licensee shall be required to vacate the Premises immediately at the end of the thirty (30) day period.

The Town may terminate this agreement with ten (10) days' prior written notice for any reason whatsoever.

Any improvements or other physical alterations of the Premises, including but not limited to structures, fences, garden shrubs and trees, and interior painting in any manner whatsoever by the Licensee, must have the prior written approval of the Superintendent of Parks & Recreation.

4. Use. The Premises must be used to live in only and for no other reason. Without limiting the foregoing, the Licensee shall not run, operate or conduct any business in or on the Premises. The Town, at its sole discretion, may limit the type and number of occupants on the License Agreement Premises for reasons of public health and safety, to preserve the dignity of the property or if the Town determines that the removal of the occupants is in the best interests of the Town as defined by the Town.

5. Failure to Give Possession. The Town shall not be liable for failure to give Licensee possession of the Premises on the beginning date of the Term. License Fee shall be payable as of the beginning of the Term unless the Town is unable to give possession. In that case, License Fee shall be payable when possession is available. The Town will notify Licensee as to the date possession is available. The ending date of the Term will not change.

6. License Fee, Added License Fee. All License Fee payments shall be made by payroll deductions unless special arrangements are made in advance and approved by the Finance Director of the Town of Somers. If payment is made by other than payroll deductions, the License Fee payments for each month must be paid on the first day of that month at the Town's address above. The Town need not give notice to pay the License Fee. License Fee must be paid in full and no amount subtracted from it. The first month's License Fee is to be paid when the Licensee signs this License Agreement. Licensee may be required to pay other charges to the Town under the terms of this License Agreement ("Added License Fee"). This Added License Fee is payable as License Fee, together with the next monthly License Fee due. If Licensee fails to pay the Added License Fee on time, the Town shall have the same rights against Licensee as if it were a failure to pay License Fee. The whole amount of License Fee is due and payable when this License Agreement is effective. Payment of License Fee in installments is for the Licensee's convenience only. If Licensee defaults, the Town may give notice to Licensee that Licensee may no longer pay License Fee in installments. The entire License Fee for the remaining part of the Term will then be due and payable.

7. Notices. Any bill, statement or notice must be in writing and delivered or mailed to the Licensee at the Premises and to the Town at the address below. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. The Town must send Licensee written notice if the Town changes the addresses for the notices.

To the Town:
Office of the Supervisor
335 Route 202
Somers, New York 10589

Town of Somers

With a copy to:
Town of Somers
Office of the Town Attorney
335 Route 202
Somers, New York 10589

To the Licensee:
Howard M. Vinberg
Caretaker's Residence
Koegel Park - Route 118
Somers, New York 10589

8. Utilities and services. The Licensee shall, at its own cost and expense, furnish all utilities, including but not limited to electricity, heat, cooking fuel and telephone necessary for its occupancy of Premises. With the exception of cooking stoves, which will be provided by the Town, Licensee, must provide for its own appliances.

9. Repairs and alterations. Licensee is responsible for day-to-day maintenance of the interior portions of the premises and the security of the unit. If Licensee defaults, the Town has the right to make repairs and charge the Licensee the cost. The cost will be an Added License Fee. Licensee must not alter, decorate, change or add to the Premises, without the prior written consent of the Town.

The Town shall provide a: stove, refrigerator, three wall air conditioners, and water softener. The licensee at the sole cost and expense of the same shall maintain the 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. Licensee shall provide a list of additional appliances to the Town.

Licensee shall provide the Town with certification from a licensed contractor that the wood stove chimney has been cleaned and is in good working order prior to use each year.

The Town will be responsible to maintain the exterior of the building and make all essential structural and mechanical repairs to meet all code requirements. These repairs include: electrical, plumbing, septic, heat and hot water, exterior painting, siding, windows, chimney, roof, foundations, structure, fences and infestations caused by termites and carpenter ants.

10. Space "as is". Licensee has inspected the Premises and takes the Premises "as is".

11. Care of Premises - Grounds. Licensee shall keep the unit neat and clean and at the termination of the License Agreement, the Premises must be "broom clean". Personal vehicles

may be driven or parked only in driveways or in the garage. Only legally registered vehicles will be stored on Town property. Licensee shall be responsible, at Licensee's sole cost and expense, for all snow removal on the Premises. The Town shall be responsible for snow removal only on those portions of the Premises, if any, that are used by the public; provided, however, that the Town shall not be under any obligation to perform such snow removal within a specific period of time or to otherwise ensure continuous and uninterrupted access from the Premise to the public street. The Town, at its sole discretion, may limit the type and number of pet(s) on the License Agreement Premises for reasons of public health and safety, to preserve the dignity of the property or if the Town determines that the removal of the pet is in the best interests of the Town as defined by the Town.

12. Carbon Monoxide and Smoke Detectors. The Town shall, at the beginning of the term, make certain that working carbon monoxide and smoke detectors have been installed in the Premises in sufficient numbers consistent with the size of the Premises. During the term of the License Agreement, the Licensee shall be responsible for the maintenance and repair of the carbon monoxide and smoke detectors, including but not limited to, replacement of batteries or replacement of the units.

13. Fire Damage. Licensee must give the Town immediate notice in case of fire or other damages to the Premises. The Town will have the right to repair the damage within a reasonable time or cancel this License Agreement. If the Town repairs, Licensee shall pay License Fee only to the date of the fire or damage and shall start to pay License Fee again when the Premises become usable. The Town may cancel the License Agreement by giving Licensee three (3) days' written notice. The term shall be over at the end of the third day and all License Fees shall be paid to the date of the damage.

14. Liability. The Town is not liable for loss, expense or damage to any person or property unless it is due to the Town's negligence. Licensee must pay for damages suffered and money spent by the Town relating to any claim arising from any act or neglect of Licensee. Licensee is responsible for all acts of Licensee's family, employees, guests, invitees, and pets, or any third party under the control of the Licensee.

Licensee agrees to indemnify and save the Town harmless from any and all expense arising from damage to the premises due to the negligence of the Licensee or its guests or invitees. The Town will pay for fire and liability insurance on the building and furnishings owned by the Town. The Town shall not be liable for any loss to occupant's personal property. Licensee shall, at its own expense, obtain coverage (renters insurance) for its own benefit and provide proof to the Town.

15. Assignment/Sublet. Licensee may not sublet all or any part of the Premises or assign this License Agreement or permit any other person to use the Premises.

16. Right to Enter. The Town may, at reasonable times, enter the Premises to examine, make repairs or alterations, and to show it to possible buyers, lenders or Licensees. To the extent practicable, the Town shall provide advance notice to the Licensee of any visits. The Premises are to be secured at all times, with all doors and windows locked when Licensee is out.

17. Condemnation. If all of the Premises is taken or condemned by a legal authority, the Term, and Licensee's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, the Town may cancel this License Agreement on notice to Licensee setting forth a cancellation date not less than 30 days from the date of the notice. If the License Agreement is cancelled, Licensee must deliver the Premises to the Town on the cancellation date together with all License Fees or Added License Fees due to that date. Licensee gives to the Town any interest the Licensee might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities. The Licensee must promptly comply with all laws, orders, rules and directions of all governmental authorities, property owner's associations, insurance carriers of Board of Fire Underwriters or similar group. The Licensee may not do anything which may increase the Town's insurance premiums or insurable risks. If the Licensee does, the Licensee must pay the increase as Added License Fee.

19. Licensee's defaults and Town's remedies. In addition to the terms of occupancy in paragraph 1, the Town may give ten (10) day's written notice to Licensee to correct any of the following defaults:

- Failure to pay Licensee Fee or Added License Fee on time.
- Improper assignment of the License Agreement, improper subletting all or part of the premises, or allowing another to use the Premises.
- Improper conduct by the Licensee or other occupant of the Premises.
- Failure to fully perform any other term in the License Agreement.

If the Licensee fails to correct the defaults listed above within five (5) days, the Town may cancel the License Agreement by giving the Licensee a written ten (10) day notice stating the date the term will end. On that date, the term and Licensee's rights in the License Agreement automatically end and the Licensee must leave the Premises and give the Town the keys. The Licensee continues to be responsible for the License Fee, expenses, damages and losses.

If the License Agreement is cancelled, or License Fee or Added License Fee is not paid on time, or the Licensee vacates the Premises, the Town may, in addition to other remedies, take any of the following steps:

Enter the Premises and remove the Licensee and any person or property;
Use dispossession eviction or other lawsuit method to take back the Premises.

If the License Agreement is ended or the Town takes back the Premises, License Fee and Added License Fee for the unexpired term becomes due and payable. The Town may enter into a new License Agreement for the Premises and anything on it for any term. The Town may re-License Fee for a lower License Fee and give allowances to the new Licensee. The Licensee shall be responsible for the Town's cost of replacing the Licensee with a new Licensee. The Town's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for finding a new Licensee. The Licensee shall continue to be responsible for License Fee, expenses, damages, and losses. Any License Fee received from the replacement Licensee shall be applied to the reduction of money the Licensee owes. The Licensee waives all rights to return to the Premises after possession is given to the Town by a Court.

20. Bankruptcy. If the Licensee assigns property for the benefit of creditors; Licensee files a voluntary petition or an involuntary petition is filed against Licensee under any bankruptcy or insolvency law; or a trustee or receiver of Licensee or Licensee's property is appointed, the Town may give the Licensee thirty (30) days' notice of cancellation of the term of this License Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Tenancy shall end as of the date stated in the notice. The Licensee must continue to pay License Fee damages, losses and expenses without offset.

21. Correcting Licensee's default. If the Licensee fails to correct a default after notice from the Town, the Town may correct it for Licensee at Licensee's expense. The sum Licensee must repay to the Town will be Added License Fee.

22. Unable to perform. If due to labor trouble, government order, lack of supply, the Licensee's act or neglect, or any other cause not fully within the Town's reasonable control, the Town is delayed or unable to a) carry out any of the Town's promises or agreements, b) supply any service to be supplied, c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this License Agreement shall not be ended or Licensee's obligations affected.

23. No Waiver. The Town's failure to enforce any Terms of this License Agreement shall not prevent the Town from enforcing such Terms at a later time.

24. No Lease. It is expressly understood and agreed that no building, structure, equipment or space is leased to the Licensee, and the Licensee's privilege to use and occupy any space assigned to it for the operation of this License shall continue only so long as the Licensee shall comply with each and every term and condition of this License.

25. Successors. This License Agreement is binding on all parties who lawfully succeed to the rights or take the place of the Town or Licensee.

26. Representations, changes in license. The Licensee has read this License. All promises made by the Town are in this License Agreement. There are no others. This License Agreement may be changed only by an agreement in writing signed by and delivered to each party.

27. Paragraph headings. The paragraph headings are for convenience only.

28. Effective date. This License Agreement is effective when the Town delivers to the Licensee a copy signed by all parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

TOWN OF SOMERS

By _____
Rober Scorrano, *Supervisor*

Howard M. Vinberg
(*Licensee*)

ACKNOWLEDGEMENTS

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

On the ____ day of September in the year 2025 before me, the undersigned personally appeared ROBERT SCORRANO, Supervisor of the 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of September in the year 2025 before me, the undersigned personally appeared HOWARD M. VINBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

KOEGEL PARK TENANT RESPONSIBILITIES

Be alert to people within the park.

Tenant shall be informed of activities scheduled for Koegel Park and shall through general observation determine if activity, scheduled or spontaneous, is appropriate. Inappropriate activity shall be addressed immediately and, if necessary, seek assistance of Town/State Police.

Lock and unlock the entrance gate daily, according to posted hours. Prior to closing, the park shall be checked for and have removed vehicles from within the park.

Immediately call Police or Fire Department in the event of an emergency and monitor the situation until police or fire personnel arrive.

Respond to public inquiries in a courteous manner.

The following shall be performed outside of regularly scheduled work hours and shall be maintained by the Tenant to Parks and Recreation specifications.

- All areas of the park and surrounding the residence shall be kept neat and clean including lawn, shrubs, gardens, walkways, drives, greenway, parking area and park entrance.
- Check all trails and other facilities routinely, but not less than once per week and remove all debris.

If any work needs attention during regularly scheduled work hours, it must be pre-approved by the Superintendent of Parks and Recreation.

Tenant shall park town-owned vehicle outside the house in a conspicuous manner at all times as to make patrons aware of its presence.

Tenant shall be available to respond to security or other alarms, as well as emergencies, i.e. water, septic, accidents, etc. that arise in any parks within the Town of Somers inventory and any other parks which may become part of the park system during the duration of this agreement. Tenant shall be reachable by cell phone during and after work hours to enable 24/7 communication with Town officials. Tenant shall be paid overtime calculated at actual time worked.

A monthly written report of activity, problems, repairs and concerns shall be submitted to the Park Board Chairman, Superintendent of Parks and Recreation and the Town Board.

Sent to:
TB, TA, TC
8/29/25
KD

FINANCE OFFICE

Telephone
(914) 277-4394

FAX
(914) 277-3788

EMAIL
Finance@Somersny.gov

Robert Kehoe
Director of Finance

TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Town of Somers
WESTCHESTER COUNTY, N.Y.



MEMORANDUM

To: Supervisor and Town Board

From: Finance Department

CC: Town Clerk

Date: August 29, 2025

Subject: Request to Sign Market Power Program Agreement for Electric Service with Power Authority of the State of New York (NYPA)

The Finance Department is requesting the Town Board's approval to allow the Town Supervisor to enter into an agreement with NYPA to purchase electricity supply at a fixed cost if it makes financial sense at the time the agreement goes into effect. The agreement would be for a one-year term beginning October 1, 2025 or later. The one-year fixed cost as of August 27, 2025 was \$0.097 per kwh. The rate will be updated by NYPA and locked in upon execution of the agreement if the Town determines that it is financially prudent to proceed with the selected accounts that we think would receive the most benefit. We believe the benefit would be in removing potential volatility in the rates during the year due to unknown events.

In addition to the cost of electricity, the Town will incur a pass-through charge for monthly clean energy implementation established by the New York Independent System Operator (NYISO). The rate for 2025 is \$0.00344/kwh and is trued up annually with the over/under passed through to the customer.

Sent to:
TB, TA, TC
8/20/25
KO

RECEIVED

AUG 14 2025

TOWN OF SOMERS

Kim Maguire

August 14, 2025

kimmma uire mail.com

Somers Town Board
335 Route 202
Somers, NY 10589

Dear Gentlemen,


I am writing to inform you that I will be resigning today, Thursday, August 14, 2025, from my position of Police Officer at the Somers Town Police Department.

This decision was not easy as I have thoroughly enjoyed my years assisting our community. I also enjoyed working closely with several support agencies including the Westchester County District Attorney's Office in providing direction, counseling services and legal assistance to victims of Domestic Violence.

At this point in my life, I need more time to care for and enjoy my family.

Thank you again for the opportunity to work for the beautiful Town of Somers.

Kind regards,



Kim

Sent to:
TB, TA, TC
8/20/25
KD

John Currie, *Chairman*
Paul W. Ciavardini
Vicky Gannon
Jack Mattes
Bruce A. Prince
Anthony Sutton
Christopher Zaberto

PLANNING BOARD

Town of Somers

WESTCHESTER COUNTY, N.Y.



TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
TEL (914) 277-5366
FAX (914) 277-4093
EMAIL:
PLANNINGBOARD@SOMERSNY.GOV

RECEIVED

AUG 15 2025

OFFICE OF THE SUPERVISOR
TOWN OF SOMERS

August 15, 2025

Supervisor Robert Scoranno
Members of the Town Board
Town of Somers
335 Route 202
Somers, New York 10589

Dear Supervisor Scorrano and Town Board Members,

I am writing to formally resign from my position on the Town of Somers Planning Board effective September 11, 2025.

It has been a privilege to serve our community and to work alongside such dedicated individuals who are committed to thoughtful, responsible planning and development. However, due to a recent change in my personal circumstances, I will no longer be able to continue serving as a member of the Board. I remain supportive of the Board's mission and future initiatives, and I am confident that the work being done will continue to shape our community in a positive and sustainable way.

Thank you for the opportunity to contribute, and please let me know how I can help ensure a smooth transition.

Sincerely,

John Currie
Somers Planning Board

cc: Town Clerk

Sent to:
TG, TA, TC
8/25/25
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: August 22, 2025

To: Town Board
Planning Board
Open Space Committee

Consulting Town Engineer
File

From: Engineering Department

Re: The following is submitted for your review and comment:

Project Name: Long Wetland and Watercourse Protection
Application
Plan: Site Plan
Dated: July 21, 2025
Prepared by: John M. Scavelli, P.E., JMS Engineering Services,
PC

Referral is made under the provisions of the following regulations:

- | | |
|--------------------------------|------------|
| 1. Informal Discussion: | _____ |
| 2. Final Subdivision Approval: | _____ |
| 3. Preliminary Subdivision: | _____ |
| 4. Site Plan: | _____ |
| 5. Wetland Activity Permit: | 16.09-3-46 |
| Administrative | _____ |
| Planning Board | X |
| 6. Steep Slope Permit: | _____ |
| Administrative | _____ |
| Planning Board | _____ |
| 7. Other | _____ |

**TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
APPLICATION FOR ENVIRONMENTAL PERMIT
CHAPTER 167 "WETLAND AND WATER COURSE PROTECTION"**

APPLICATION FEE:

Alteration of Wetlands: \$200 minimum fee plus \$100 per 5,000 S.F. of regulated area or proposed portions thereof to be disturbed.

Annual Maintenance Permit Renewal Fee: Administrative Permit: \$25.00, Planning Board Permit: \$75.00

Erosion and Sediment Control Application fee: \$100 for disturbances of at least one acre or for the placement or removal of 20 cubic yards of soil, plus \$500 for each additional acre of disturbance.

OWNER: ASON LONG **Tel. #:** _____
Mailing Address: 2 W LAKEVIEW DRIVE **TOWN** N 105
APPLICANT: LO **Tel. #:** _____
Mailing Address: W LAKEVIEW DRIVE **TOWN** NY
State authority: OWNE If other than owner, authorization must be submitted in writing.

PREMISES: Sheet: 16.01 Block: 3 Lot: 46
 Situated on the SOUTH side of 20 LAKEVIEW DRIVE (Street), 370 feet from the intersection of CREST DRIVE (Street)

DESCRIPTION OF WORK AND PURPOSE: NO IMPROVEMENTS TO EXISTING
SEWER FAHLE DW N

The information listed below shall only relate to the impact within wetland and/or wetland buffer:

SIZE OF ACTIVITY AREA: 0.4 ACRES

Is work proposed in Wetland: _____ or W _____ Control Area: _____

Is there an existing house located on the site: _____

Is pond, lake or detention basin proposed to be cleaned: _____

Functions provided by Wetland: S

Wetland Expert delineating Wetland: YS

ESTIMATED QUANTITY OF EARTH WORK:

Excavated material placed as fill: _____ C.Y.

Imported Fill Type: _____ C.Y.

PROPOSED STARTING DATE: _____ **PROPOSED COMPLETION DATE:** _____

PLANS PREPARED BY: _____ **DATED:** _____

****Plans must be submitted with application.****

LIST OF _____ **STATE, O** **FEDERAL PERMITS:**

**LIST OF PROPERTY OWNERS OF RECORD OF LANDS AND CLAIMANTS OF WATER RIGHTS
WITHIN 100 FEET OF SUBJECT PROPERTY**

NAME **ADDRESS** **BLOCK** **LOTS**

APPLICANT'S SIGNATURE: _____

DATE: 08/19/2025

OWNER'S SIGNATURE: _____

DATE: 08/19/2025

***APPLICATION MUST BE WITH A COMPLETED ENVIRONMENTAL ASSESSMENT FORM, COMPLETE PLANS FOR LOT IMPROVEMENTS, AND LOCATION MAP OF WETLANDS AS THEY EXIST IN THE FIELD OR AS SHOWN ON SOMERS ENVIRONMENTAL MAPS.**

Office Use Only

Administrative Permit: _____

Planning Board Permit: _____

Z:\PE\General Files\Permit Application Form\Somers_P&E_Wetlands_2002-07.DOCZ:\PE\General Files\Permit Application Form\Somers_P&E_Wetlands_2002-07.DOC

APPLICANT ACKNOWLEDGEMENT

By making this application, the undersigned Applicant agrees to permit Town officials and their representatives to conduct on-site inspections in connection with the review of this application.

The applicant also agrees to pay all expenses for the cost of professional review services required for this application, as referred to in §133-1 of the Code of the Town of Somers. As such, an Escrow Account, according to §133-2 of the Code of the Town of Somers, may be required.

It is further acknowledged by the Applicant that all bills for the professional review services shall be mailed to the Applicant, unless the Town is notified in writing by the Applicant at the time of initial submission of the application that such mailings should be sent to a designated representative instead.

Signature of Applicant: JASON LONG Date: 08/19/2025

Signature of Property Owner: [Signature] Date: 08/19/2025
(if different from applicant)

X

CERTIFICATION

Short Environmental Assessment Form **Part 1 - Project Information**

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information

Name of Action or Project: **JASON LONG**

Project Location (describe, and attach a location map): **N TO TINC S LE FAMIL DWELLING**

20 KENVIEW DR. YOKTOWN HEIGHTS NY 10598

Brief Description of Proposed Action:

PROPOSED ADDITIONS TO EXISTING SINGLE FAMILY DWELLING

PROPOSED 1 STORY ADDITION AT LEFT SIDE OF DWELLING - 781 SQFT

PROPOSED 1 STORY ADDITION AT RIGHT SIDE OF DWELLING - 964 SQFT

Name of Applicant or Sponsor:

JASON LONG

Telephone:

E-Mail: **JASON.LONG6 GMAIL. C**

Address:

20 KENVIEW DRIVE

City/PO:

YOKTOWN HEIGHTS

State: **NY**

Zip Code: **1059**

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?

NO YES

If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.

☒ ☐

2. Does the proposed action require a permit, approval or funding from any other government Agency?

NO YES

If Yes, list agency(s) name and permit or approval:

☐ ☒

3. a. Total acreage of the site of the proposed action?

b. Total acreage to be physically disturbed?

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?

• acres
• acres
0.806 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:	GUTTER SYSTEM WILL BE DRAINED TO DAYLIGHT ON PROPERTY	
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>JASON LONG</u> Date: <u>08/19/2025</u> Signature: <u>[Signature]</u> Title: <u>Owner/Representative</u>		

PRINT FORM

AFFIDAVIT TO BE COMPLETED BY OWNER OTHER THAN CORPORATION

STATE OF NEW YORK)
ss:
COUNTY OF WESTCHESTER

JASON LONG, being duly sworn, deposes
and says: that he is the owner in fee of all the property shown on plat entitled
20 LAKEVIEW DR. YORKTOWN HEIGHTS NY 10598,
application for approval of which is herein made. The deponent acquired title to
the said premises by deed from SBL 16.09-3-46
dated _____, and recorded in the Office of the Clerk of the County
of Westchester on _____, in Liber _____
of Conveyances at Page _____. That the statements contained herein
are true to the best of deponent's knowledge and belief, and are made for the
purpose of obtaining the approval of the submitted application by the Planning
Board of the Town of Somers.

J

(Signed)

[Handwritten Signature]

Sworn to before me this 19
day of August, 2025.

[Handwritten Signature]

(Notary Public)

PATRICIA KALBA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6080158
Qualified in Westchester County
Commission Expires SEPTEMBER 09, 2026



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

Jason D Long
20 Lakeview Dr
YORKTOWN HEIGHTS, NY 10598
(914) 539-2294

Facility:

Long Property
20 LAKEVIEW DR
Somers, NY 10598

Facility Location: in SOMERS in WESTCHESTER COUNTY

Facility Principal Reference Point: NYTM-E: 605.034 NYTM-N: 4576.017
Latitude: 41°19'43.7" Longitude: 73°44'41.5"

Authorized Activity: This permit authorizes 0.04-acres of disturbance to a NYS Regulated Freshwater Wetland and its 100-foot Adjacent Area associated with the addition to an existing single-family dwelling. The applicant also proposes disturbance to the bed and bank of an unnamed stream (WIN # H-31-P44-14-P50-2-1) a B Class Stream, associated with planting native species along the stream bank.

Permit Authorizations

Freshwater Wetlands - Under Article 24

Permit ID 3-5552-00230/00001

New Permit

Effective Date: 6/13/2025

Expiration Date: 12/31/2030

Stream Disturbance - Under Article 15, Title 5

Permit ID 3-5552-00230/00002

New Permit

Effective Date: 6/13/2025

Expiration Date: 12/31/2030

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: ELLEN M HART, Deputy Regional Permit Administrator

Address: NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY 12561

Authorized Signature: Ellen Hart Digitally signed by Ellen Hart
Date: 2025.06.13 12:11:47 -04'00'

Date 6 / 13 / 2025



Distribution List

NYSDEC Region 3 BEH
Town of Yorktown

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Permit Sign

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS; STREAM DISTURBANCE

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Resreal Designs, and consist of "ZBA SHEET-1," dated March 18, 2025 and received by DEC on May 6, 2025.
- 2. Notice of Intent to Commence Work** The permittee or a representative must contact NYSDEC Region 3 BEH by email at R3.BEH@dec.ny.gov at least 48 hours prior to the commencement of the project authorized herein.
- 3. Prior Approval of Changes** If the permittee desires to make any minor changes to the scope of work shown in the approved plans referenced in Natural Resource Permit Condition # 1 or seeks minor changes to time frames or deadlines in any conditions of this permit, the permittee shall submit a request via email to NYSDEC region 3 BEH (R3.BEH@dec.ny.gov) to make such proposed changes. The proposed changes shall not be implemented unless authorized in writing by the Department. Issuance of such approval without modification of the permit is at the Department's discretion
- 4. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.



5. Install Erosion Controls Before any soil is disturbed on the subject site, the permittee shall install erosion and sedimentation controls which are adequate to prevent erosion and sedimentation off-site. Such controls shall be maintained until the unpaved portions of subject site, if any, are stabilized by a self-sustaining cover of vegetation that is adequate to prevent erosion and sedimentation on and off such site. Before such controls are removed, the permittee shall remove all sediment that has accumulated at such controls.

6. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

7. Equipment Cleaning Before equipment and materials are used in any project work area involving regulated waters or wetlands, the equipment must be inspected for, and cleaned of, any visible soils, vegetation, and debris to prevent the potential introduction of invasive species into regulated waters or wetlands from other areas.

8. Seed, Mulch Disturbed Areas All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.

9. Vegetation Debris Disposal Invasive species, host material and attached soil material that has been removed from vehicles, equipment, and materials, or generated from cleaning operations shall be rendered incapable of any growth or reproduction by placing in plastic bags at least 3 mil thick, hauled in a covered truck, and properly disposed of offsite; or the material shall be managed within the infested project area, provided that no filling of any wetland or adjacent area will occur. A list of prohibited and regulated invasive species is contained within 6 NYCRR Part 575 and available at <https://www.dec.ny.gov/animals/99141.html>.

10. Wetland Mitigation Is Mandatory Upon commencement of any regulated activity, the successful implementation and completion of all freshwater wetland mitigation is mandatory regardless of whether or not construction proceeds to completion. The required mitigation must be completed no later than the first building occupancy or by the expiration date of this permit, whichever occurs first.



11. Wetland Mitigation Monitoring The success of the wetland/adjacent area plantings mitigation area(s) shall be monitored for a minimum of three years after completion. Annual reports discussing the status of vegetation established, and problems that have occurred and containing representative photographs, shall be provided to NYSDEC Region 3 BEH (R3.BEH @dec.ny.gov) by December 31 of each year for the duration of this permit, with the first report due no later than December 31 of the calendar year in which this work commenced.

The permittee shall maintain the required surety in full force and effect until the mitigation is fully completed and the surety is formally released by the Department. The standards for release of the surety include:

- a. Completion of all site grading to the grades identified on approved plans.
- b. The establishment of wetland vegetation per the approved plans.
- c. Fully vegetating upland slopes around the mitigation site.
- d. A written statement, signed by the permittee, stating that all work required by this permit has been completed in compliance with the terms of the permit.

12. No Mowing of Mitigation Area The permittee shall ensure that no mowing of the mitigation area(s) shall occur.

13. Long Term Survival of Wetland/Adjacent Area Plantings The permittee is responsible for replacement of lost wetland and/or wetland adjacent area plantings if the survival rate of the initial plantings is less than 85% within one year after planting. During the subsequent years of monitoring the success of these plantings as required by this permit, if the survival rate of these plantings remains less than 85% or invasive species are noted at levels greater than 10-15%, the permittee must evaluate the reasons for these results and develop and implement a remediation plan approved by the Department to ensure a successful plantings mitigation.

14. Concrete Leachate During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

15. Disposal of Material Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated waterbody or wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area; and must be disposed of in accordance with all local, state, and federal statutes, regulations, or ordinances.

16. Work Within Area Depicted on Plans All construction activity, including operation of machinery, excavation, filling, grading, clearing of vegetation, disposal of waste, street paving and stockpiling of material must take place within the project site as depicted on the project plans referenced by this permit. Construction activity is prohibited within areas to be left in a natural condition or areas not designated by the subject permit.



17. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

18. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

19. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

20. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561



4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands, Stream Disturbance.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.



Item C: Permittee Responsible for Obtaining Other Required Permits

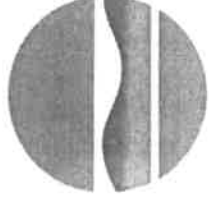
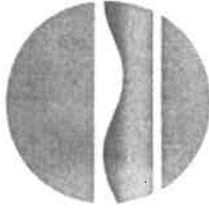
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Type II Action Under the State Environmental Quality Review Act (SEQR), this project has been determined to be a Type II Action and therefore is not subject to further procedures under this law.

New York State
Department of Environmental Conservation



NOTICE

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department condition on it, contact the DEC at 845-256-3054 or dep.r3@dec.ny.gov. Please refer to the permit number shown when contacting the DEC.

Permittee: Jason Long Permit No. 3-5552-00230/00001

Effective Date: 6/13/2025 Expiration Date: 12/30/2030

☐ Applicable if checked. No instream work allowed between October 1 & April 30

NOTE: This notice is **NOT** a permit.

JASON LONG

**2023:ZB18
16.09-3-46**

WHEREAS, an application for a rear yard area variance for an attached garage addition to an existing one family dwelling, Town of Somers Tax Maps as Section: 16.09, Block: 3, Lot: 46 and situated at **20 Lakeview Drive, Yorktown Heights** in an R-10 Residential District was submitted to the Zoning Board of Appeals of the Town of Somers, Westchester County, New York by **Jason Long** and

WHEREAS, a Public Hearing was scheduled and held on **July 18, 2023** at the Somers Town House at 7:30 P.M. for the purpose of hearing this application, and

WHEREAS, the following persons were:

PRESENT: Chairman Cannistra, Mr. Guyot, Mr. Harden, Mr. Lansky, Mr. Newman and Mr. Padovani.

ALSO PRESENT: Denise Schirmer, Secretary Zoning Board of Appeals, Thomas Tooma, Jr., Building Inspector and interested residents.

FINDINGS AND DETERMINATIONS

WHEREAS, the interest of the appellant is that of the owner, and

WHEREAS, it was established that all the proper notices had been sent out, and

WHEREAS, Engineer John Scavelli addressed the Board. The applicant would like to add an attached two-car garage to their existing one family dwelling and in doing so, needs an 11.2' variance, as 25' is required and 13.8' exists. In his opinion, the variance would not have a negative impact on the neighborhood. A letter was shared by the only neighbor at 21 Lakeview Drive who might be affected, but had no objections. The houses on either side of Mr. Long's property are at least 100' away and there is a buffer of vegetation and mature trees. Placing the garage on the other side of the house would be not be an option, as the topography of the property in that area would create a lot of unnecessary work. The property is 35,000 square feet, odd shaped and on a bend in the road. An Environmental Determination has been done. Only two trees would have to be removed. Department of Health approval for the project, which also includes a one-story addition has been approved.

WHEREAS, after further discussion by the Board, as well as the opportunity for public comment, Mr. Guyot made a motion for a Type II action. Mr. Harden seconded the motion.

A vote was then taken by the Board as follows...

POLL OF THE BOARD

Mr. Guyot	Aye
Mr. Harden	Aye
Mr. Lansky	Aye
Mr. Newman	Aye
Mr. Padovani	Aye
Chairman Cannistra	Aye

Mr. Harden made a motion to approve an 11.2' variance for an attached garage to an existing one family dwelling. Mr. Padovani seconded the motion.

A vote was then taken by the Board as follows...

POLL OF THE BOARD

Mr. Guyot	Aye
Mr. Harden	Aye
Mr. Lansky	Aye
Mr. Newman	Aye
Mr. Padovani	Aye
Chairman Cannistra	Aye

The variance was approved.

In approving the Variance, the Zoning Board of Appeals has considered the benefit to the applicant, as weighed against the potential detriment to the health, safety and welfare of the neighborhood or community by such approval and finds, as required by Section 267-b of the NYS Town Law, that: the Variance will not result in an undesirable change in the character of the neighborhood or a detriment to nearby properties; there is no more feasible method for the applicant to achieve the benefit sought; the Variance is not so substantial that it will have an adverse effect or impact on the physical or environmental conditions in the neighborhood and the difficulty was self-created as to warrant denial.

THEREFORE, BE IT RESOLVED, that the application for the Area Variance be approved for **Jason Long** pursuant to the Zoning Ordinance of the Town of Somers and New York State Law.

**BY ORDER OF THE ZONING BOARD OF APPEALS
TOWN OF SOMERS, WESTCHESTER COUNTY, NEW YORK**



VICTOR CANNISTRA, CHAIRMAN

DATE: 8/30/03

Sent to:
TB, TA, TC
8/29/25
KD

INTERMUNICIPAL AGREEMENT made this _____ day of _____, 2025 by and between:

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

(hereinafter referred to as the “County”),

and

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

(hereinafter referred to as the “Municipality,” and collectively with other signatory municipalities including the County, as the “Municipalities” or “Signatory Municipalities”).

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

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

WHEREAS, due to prevailing world, national and local security situations, the ever increasing flow of intelligence, and actual threats directed against once benign sites and facilities, the parties desire that the Plan be flexible and subject to review and revision as necessary in a timely manner; and

WHEREAS, the Signatory Municipalities desire, inter alia, to ratify and execute this Agreement in order to effectuate the Plan and to agree on the procedures for timely review and revision of the Plan; and

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

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

FIRST: Definitions

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

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

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

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

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

(6) Signatory Municipality: Any municipality that has signed this Agreement, including the County.

SECOND: A true and accurate copy of the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (hereinafter the “Plan”), is annexed hereto and incorporated herein as Schedule “A.” The Parties further agree to the Plan, as it may be amended from time to time, in accordance with the review and revision procedures set forth in said Plan and this Agreement.

THIRD: This Agreement shall commence on July 31, 2025 (the “Commencement Date”) and terminate on July 30, 2030, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by a Signatory Municipality for this purpose shall be deemed terminated upon the commencement of this Agreement.

FOURTH: The Signatory Municipalities hereby agree to render appropriate police services, in accordance with the Plan, to any Requesting Municipality whenever

the Chief Executive Officer of that municipality deems the general public interest requires it. All such requests for assistance shall be made by the Chief Executive Officer, Department Head or other authorized police officer of the Requesting Municipality and granted by the Chief Executive Officer, Department Head or other authorized police officer of each Assisting Municipality as set forth in the Plan.

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

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

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

(c) The Requesting Municipality shall reimburse each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid.

(d) That except for the amount, if any, of damage contributed to, caused by, or resulting from the intentional wrongs or reckless conduct of each Assisting Municipality, the Requesting Municipality shall defend, indemnify and hold harmless each Assisting Municipality, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly from the rendering of aid by each Assisting Municipality;

(e) In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the rendering of aid by each Assisting Municipality and to bear all other costs and expenses related thereto.

(f) Notwithstanding anything to the contrary contained herein, the Requesting Municipality shall not be liable for any damages resulting from any intentional wrongs or reckless conduct by the Assisting Municipality.

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

(h) All of the provisions of this Section FIFTH, including but not limited to the obligations of Signatory Municipalities to reimburse costs, to be liable for damages, and to defend, indemnify and hold harmless other Signatory Municipalities shall be applicable and enforceable whether or not the police aid requested and/or rendered by any Signatory Municipality is within or outside of the scope of the Plan and/or General Municipal Law Section 209-m.

SIXTH: Any party to this Agreement may withdraw at any time, upon thirty (30) days written notice to each of the other Signatory Municipalities, and thereafter such withdrawing party shall no longer be a party to this Agreement, but this Agreement and

the Plan shall continue to exist among the remaining parties and Signatory Municipalities.

SEVENTH: (a) The Westchester County Chiefs of Police Association (“WCCOPA”) shall be responsible for the administration and future amendments or revision of the Plan. Administration shall entail, but not be limited to, the development of an organized effort, identification of county-wide special equipment, the addition or removal of participating municipalities or police departments to the Plan, whether they operate within or outside of the physical boundaries of Westchester County, and interface with auxiliary services and agencies for the development of protocols and assumed responsibilities;

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

(c) In order to effectuate the purposes of this Section and to authorize WCCOPA to determine the operational details of the Plan without need for legislative authorization each time an amendment to the Plan is required, the Municipality represents and warrants that its representative(s) at WCCOPA is/are duly authorized to administer the Plan and to authorize any and all revisions to the Plan on behalf of the Municipality.

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

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

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

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Terrance Raynor, Commissioner-Sheriff
County of Westchester Department of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

with a copy to:

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

To the Municipality:
Town of Somers
335 Route 202
Somers, NY 10589

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

THIRTEENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

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

THE COUNTY OF WESTCHESTER

By _____
Name: Terrance Raynor
Title: Commissioner of Public
Safety / Sheriff

THE TOWN OF SOMERS

By _____
Name:
Title:

Authorized and approved by the Westchester County Board of Legislators on the 4th
day of August 2025.

Authorized and approved by the _____ of the
(Governing Board's Name)
_____,
(Name of Municipality)
at a meeting duly held on the _____ day of _____, _____.

Approved:

Sr. Assistant County Attorney
County of Westchester
S/Iannace/DPS/Mutual.Aid.IMA.6.10.25

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____, 20____, before me personally came _____
_____, to me known, and known to me to be the _____ of ____
_____, the municipal corporation
described in and which executed the within instrument, who being by me duly sworn did depose
and say that he/she, the said _____
resides at _____ and that he/she is the _____ of
said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)
_____ of the _____
(Title) (Name of Municipality)
(the "Municipality") a corporation duly organized in good standing under the _____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)
named in the foregoing agreement that _____ who signed said
(Person executing agreement)
agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),
the Municipality, that said agreement was duly signed for on behalf of said Municipality by
authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)
and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ____ day of _____, 20 __, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____
_____,
(Title)

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

Notary Public County

SCHEDULE "A"

[The Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York is attached].

Sent to:
TB, TA, TC
8/25/25
KB

TOWN POLICE
BRIAN LINKLETTER
CHIEF

Town of Somers

WESTCHESTER COUNTY, N.Y.



PO BOX 342
SOMERS, N.Y. 10589
T.914-232-9622
F.914-232-1795
Email: Police@SomersNY.com

August 21, 2025

Dear Town Board

Following an inspection conducted by the Highway Department, it has been determined that the Police Departments 2008 Dodge Durango VIN # 1D8HB38N88F121464 is no longer safe or suitable for road use. Based on their recommendation, we propose that this vehicle be sold for scrap metal.

We respectfully request the Town Boards approval to proceed with the disposal of the Police Dodge Durango.

For your consideration.

Sincerely

Brian Linkletter

Chief

Somers Town Police Department



PRINTED ON RECYCLED PAPER

Sent to:
TB, TA, TC
8/15/25
KD

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5866
Fax
(914) 277-4093

Town of Somers

WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoeffle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: August 11, 2025
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
Re: Mancini Stormwater Management and Erosion and Sediment Control
and Tree Removal Permit #ASMESCT2024-14
Release of Bond for Incomplete Items for the Issuance of a CO
Received Check July 1, 2025
TM: 5.20-2-14

This office conducted a site inspection of the subject property and found the site generally stable. Therefore, this Office has no objection to the return of the Bond for Incomplete Items for the Issuance of a CO in the amount of \$500. Please return to:

Mancini Building Corp.
8 Elide Road
Katonah, New York 10536

SW/wg
cc: Town Clerk
Director of Finance
Richard Mancini

Sent to:
TB, TA, TC
8/20/25
KD

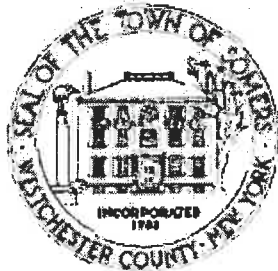
PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: August 13, 2025
To: Director of Finance T10(914)
From: Steven Woelfle *SW*
Engineering Department
RE: **Erosion Control Bond**
Gold Wetland and Watercourse Protection and Stormwater
Management and Erosion and Sediment Control Permit
TM: 27.18-1-24
Resolution No. 2025-13

Attached is a check in the amount of \$200.00 posted by Jane Gold,
in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
8/28/25
KD

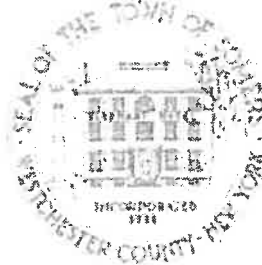
OFFICE OF THE SUPERVISOR

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

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

ROBERT SCORRANO
SUPERVISOR



Application to Reserve Temporary Use of the Somers
Town House Green for a Permitted Holiday Display

Name of Organization: ^{knights} ^{lumbus} ^{MG in un' 605 b} : Anthony J. Messina

Address: P.O. Box 44

S N 10589

Telephone Number: E-mail:

Alternate Name:

Address:

Telephone Number: E-mail:

General Description of Display: vit Creche

attached ph

Duration of Display (beginning and ending): 12 9 5 2025 - JAN. 10, 2026

Requested Area for Use: A e t & P in front of Town House

Signature Applicant

Town Board Action

Anthony J. Messina
Print Name

ate 2, 025

