

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  
REGULAR MEETING - 7:00pm  
THURSDAY, JANUARY 22, 2026  
[www.somersny.gov](http://www.somersny.gov)**

6:00pm Executive Session

***I. PLEDGE OF ALLEGIANCE:***

7:00pm Regular Meeting

***II. ROLL CALL:***

**PUBLIC COMMENT**

Please limit your comments to no more than 3 minutes.

***III. APPROVAL OF MINUTES:***

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

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***V. BUSINESS OF THE BOARD:***

***A. TOWN BOARD:***

1. Town of Somers – Update
2. Consider adoption of a resolution opposing New York State Senate Bill S5506 relating to the siting of qualified energy storage systems. - Discussion
3. Discussion - Adopt-A Road Program Applications & Agreements for the following locations:
  - a. Sunderland between Route 139 & Route 202
  - b. Primrose Dr. between 139 & Lalli Dr.
  - c. Warren St. between Route 202 & West Hill Dr.
  - d. Plum Brook Rd. between Route 139/Route 100
4. Parkview B & G LLC Community Benefits Agreement Relative to the Community Center Building, Dog Park, and the Dynamite Properties (Greentree) Access - Discussion
5. Authorize the Supervisor to designate Patricia Kalba, Town Clerk, as Delegate and Richard Clinchy, Town Councilman, as Alternate Delegate for the Association of Towns of the State of New York's Annual Business Session, to be held during the February 17, 2026 Conference held in New York City.
6. Authorize the Supervisor to execute the following:
  - a. The change order to supply additional materials and labor for the Somers Police Department Generator, as this additional work is needed because the location of the generator has been moved further than initially discussed, for \$3,700.00 with National Standby Repair, Inc. per memo dated January 9, 2026, from Thomas J. Tooma, Jr., Building Inspector.
  - b. The proposal for Planning, Review and Development Services from Planning & Development Advisors (PDA) received January 6, 2025 with an hourly fee schedule of \$165.00 for Principals and \$85.00 for Technical/Support, effective January 1, 2026 – December 31, 2026.
  - c. The overall professional services agreement from Woodard & Curran for 2026. These services will be billed in accordance with the terms and conditions set forth in the Master Services Agreement between Woodard & Curran and the Town of Somers that went into effect on March 11, 2009 and their standard 2026 public client rate table.

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- d. The proposal from Woodard & Curran to provide Professional Engineering services related to the ongoing design and regulatory support for a new water main and water district serving a portion of the business hamlet around the Town House, where there are historic and current issues with groundwater quality, for a total fee not to exceed \$66,000.00.
  - e. The application and all required documents for the NYS DOT Transportation Alternatives Program (TAP) grant/funding for the Town of Somers Sidewalk Rehabilitation and Extension Project for an amount up to \$1,522,248.00, with a minimum required 20% match of eligible costs or up to \$380,562.00.
7. Refer the request for one (1) stop sign at the bottom of Wittmann Drive intersecting with Cobbling Rock Road, from Vito Andriano, to the Somers Police Department, Bureau of Fire Prevention, Department of Highways, and the Engineering Department for evaluation and recommendation and schedule a public hearing for February 12, 2026.
8. Authorize Waiver of Chapter 67 of the Code of the Town of Somers for 10 Tighe Road, Somers, NY, for the existing electrical and gas violations.

***B. PARKS & RECREATION:*** No additional business.

***C. FINANCIAL:*** No additional business.

***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. Assessment Board of Review (1- 5-year term ending 9/30/2030.)
- e. Parks and Recreation Board (1- 5-year term ending 3/9/2026.)
- f. Partners in Prevention Committee (1- 3-year term ending 12/31/2026.)
- g. Planning Board (1- 7-year term ending 12/31/2026.)
- h. Veterans Committee (2- 2-year terms ending 5/31/27.)

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2. **Upcoming Vacancies - Terms Expiring in 2025:**

- a. Architectural Review Board (4- 3-year terms ending 3/31/2026.)
- b. Parks and Recreation Board (3- 5-year terms ending 3/9/2026.)

3. Acknowledge the resignation of Gina Arena as a member of the Somers Veterans Committee effective November 6, 2025, due to her recent appointment as Town Councilwoman to the Somers Town Board.

4. Acknowledge the resignation of Nicholas Pasalides as a member of the Somers Partners in Prevention Committee effective January 12, 2026.

***F. PLANNING & ENGINEERING:*** No additional business.

***G. POLICE:*** No additional business.

***H. CONSENSUS AGENDA:***

1. Accept the following check per the January 14, 2026 memo from Steven Woelfle, Engineering Department:

- a. \$500.00 - Erosion Control Bond  
Manners, Stormwater Management, Erosion and Sediment Control,  
and Wetland and Watercourse Protection Permit  
99 Tomahawk Street  
TM: 27.13-1-25.1

2. Authorize the return of the following Bonds per the January 14, 2026 memo from Steven Woelfle, Engineering Department:

- a. \$6,738.00 - Release of Erosion Control Bond  
Susan F. Hart and Ridgeview Designer Builders, Inc. Subdivision  
Resolution No. 2014-01
- b. \$13,555.00 - Release of Performance Bond  
Susan F. Hart and Ridgeview Designer Builders, Inc. Subdivision  
Resolution No. 2014-01

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**2026 Calendar**

January 22, 2026	7:00pm	Town Board Regular Meeting
February 5, 2026	7:00pm	Town Board Work Session
February 12, 2026	7:00pm	Town Board Regular Meeting
March 5, 2026	7:00pm	Town Board Work Session
March 12, 2026	7:00pm	Town Board Regular Meeting

1/16/2026 1:55 PM

SomersNY-Supervisor/Shared Documents/kdelucia/TB Agendas/2025/Jan 22, 2026 Regular Meeting.docx

RECEIVED

RESOLUTION OPPOSING NEW YORK STATE SENATE BILL S5506  
RELATING TO THE SITING OF QUALIFIED ENERGY STORAGE SYSTEMS

WHEREAS, New York State Senate Bill S5506, sponsored by Senator Kavanagh, and Assembly Bill A8378, proposes to amend the Public Service Law and the Labor Law to expand the authority of the Office of Renewable Energy Siting (ORES) to site and permit Qualified Energy Storage Systems across New York State; and

WHEREAS, while the stated intent of Senate Bill S5506, and Assembly Bill A8378, is to advance the State's renewable energy goals and reduce emissions, the bill would significantly limit local municipal control over land use, zoning, and public safety decisions by transferring permitting authority from local governments to a centralized state agency; and

WHEREAS, Battery Energy Storage Systems (BESS) have been shown to pose serious risks to public health, safety, and welfare, including but not limited to fires, explosions, toxic smoke, thermal runaway events, and the release of hazardous chemicals; and

WHEREAS, some of the health and environmental risks associated with BESS include those associated with the fire itself or explosions resulting from Hydrogen gas; those associated with exposure to hazardous gases, such as Hydrogen Fluoride, Hydrogen Chloride, Carbon Monoxide, Nitrogen oxides, and organic solvent vapors; or those associated with the release of heavy metals in the form of fine particulate matter; and

WHEREAS, a cursory search of the internet reveals that since the year 2012, approximately thirty-five (35) fires have occurred at BESS sites, with limited information publicly available regarding the causes of those fires nor the long-term health or environmental risks resulting from those fires; and

WHEREAS, in January 2025, a fire at the Moss Landing Energy Storage Facility in Monterey County, California burned for a total of four (4) days (January 16-20), including a reignition event, affecting numerous residents, 1200 of which were advised to evacuate for a twenty-four (24) hour period; and

WHEREAS, testing by members of the San Jose State University Moss Landing Marine Lab in December 2025 identified increased levels of nickel, manganese and cobalt in a thin layer across the Elkhorn Slough, an environmentally sensitive coastal wetland in California; and

WHEREAS, four (4) fires have occurred at BESS sites located in New York State since the year 2023; and

WHEREAS, on June 27, 2023, a fire occurred at the BESS located at 63 County Route 1, Warwick, New York which the operator, Convergent Energy & Power, later declared had been caused by a manufacturing defect that allowed water to intrude the BESS; the heavy smoke released prompted evacuations of the local elementary, middle and high schools, and the school district's offices; and

WHEREAS, on June 29, 2023, a second fire occurred in a single BESS located in the facility along Church Street in Warwick, New York, also believed to have been caused by water intrusion which caused the BESS to overheat; and

WHEREAS, the afore-mentioned two fires occurring in such temporal proximity prompted Governor Hochul to establish the Inter-Agency Fire Safety Working Group to examine these fires and safety standards; and

WHEREAS, on July 27, 2023, a fire occurred at the BESS located along County Route 179, Chaumont, New York, where four (4) BESS ignited, requiring first responders to issue a 24-hour shelter-in-place to nearby residents and apply a large volume of water to suppress the fires over a 5-day period; and

WHEREAS, on December 19, 2025, a second fire occurred in a single BESS at the facility located along Church Street in Warwick, New York, which took twenty-four (24) hours to extinguish and is believed to have been caused by water intrusion after heavy rains; and

WHEREAS, on December 22, 2025, Convergent Energy & Power released an update on the BESS facilities in Warwick, New York, in which it stated that after the June 27<sup>th</sup> and 29<sup>th</sup> fires it replaced each BESS system in Warwick with “new units that met [] enhanced standards”; and

WHEREAS, on December 31, 2025, Mayor Michael Newhard announced that the Village of Warwick Building Department had issued a Notices of Violation and Condemnation to Convergent Energy & Power regarding the Church Street BESS site; and

WHEREAS, risks posed by BESS are not theoretical, as demonstrated by four separate BESS fires within a two-year period, three (3) of which occurred in Warwick, New York, and all of which resulted in documented health hazards to nearby residents, challenges to emergency responders, and ultimately led the local municipal government to condemn a site due to safety concerns; and

WHEREAS, these incidents underscore the reality that BESS fires can overwhelm local emergency services, expose emergency responders and residents to toxic conditions, and render surrounding areas unsafe for extended periods of time; and

WHEREAS, the Town of Somers is located almost wholly within the Croton Watershed, which is a major source of drinking water for New York City’s approximately 8.5 million residents; and

WHEREAS, in addition to the 21,500 residents of the Town of Somers, the Town has numerous critically sensitive environmental features, including the Muscoot River, and the East-Branch and West-Branch Croton Rivers, and the Angle Fly and Plum Brooks, which either flow into the Amawalk or Muscoot Reservoirs; and

WHEREAS, Senate Bill S5506, and Assembly Bill A8378, would enable the siting of large-scale energy storage facilities through ORES in a manner that may override local zoning laws, emergency preparedness standards, and community-specific safety concerns, even though local

governments are most familiar with their infrastructure, population density, environmental conditions, and emergency response capabilities; and

WHEREAS, the bill acknowledges that many local jurisdictions have enacted moratoria on BESS due to safety, staffing, and expertise limitations, yet instead of addressing these legitimate concerns, Senate Bill S5506, and Assembly Bill A8378, seeks to circumvent local authority rather than support and strengthen local oversight and response capabilities; and

WHEREAS, protecting residents from known and demonstrated hazards must remain a priority over expedited development timelines or statewide permitting uniformity.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Somers formally opposes New York State Senate Bill S5506 and Assembly Bill A8378, in their current forms; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Somers demands that the State of New York respect and honor home rule and affirms that local municipalities must retain full authority over the review, siting, and permitting of Battery Energy Storage Systems to protect and ensure its residents' health, safety, and welfare; and

BE IT FURTHER RESOLVED, that this resolution be transmitted to the Governor of the State of New York, the New York State Senate, the New York State Assembly, Senator Kavanagh, and all relevant state and regional representatives, urging them to reject or substantially amend Senate Bill S5506, and Assembly Bill A8378, to preserve local control and prioritize public safety.



# STATE OF NEW YORK

5506

2025-2026 Regular Sessions

## IN SENATE

February 24, 2025

Introduced by Sen. KAVANAGH -- read twice and ordered printed, and when printed to be committed to the Committee on Energy and Telecommunications

AN ACT to amend the public service law and the labor law, in relation to qualified energy storage systems

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 1-a of section 66-r of the public service law,  
2 as amended by section 32 of part O of chapter 58 of the laws of 2024, is  
3 amended to read as follows:

4 1-a. For the purposes of this section, an "other covered project"  
5 means: (a) any "thermal energy network" as defined by subdivision twenty-  
6 ty-nine of section two of this chapter; (b) any offshore wind supply  
7 chain project, including but not limited to port infrastructure, primary  
8 component manufacturing, finished component manufacturing, subassembly  
9 manufacturing, subcomponent manufacturing, or raw material producers, or  
10 a combination thereof receiving direct funding from the New York state  
11 energy research and development authority pursuant to an award under a  
12 New York state energy research and development authority solicitation;  
13 ~~[or]~~ (c) a "major utility transmission facility" as such term is defined  
14 by section one hundred twenty of this chapter or "major electric trans-  
15 mission facility" as defined by article VIII of this chapter; or (d) any  
16 qualified energy storage system, as such term is defined in subdivision  
17 one of section seventy-four of this article, with a nameplate capacity  
18 of twenty-five thousand kilowatts or more and interconnected to the  
19 state's electricity grid.

20 § 2. Subdivision 4 of section 137 of the public service law, as added  
21 by section 11 of part O of chapter 58 of the laws of 2024, is amended to  
22 read as follows:

23 4. "Major renewable energy facility" means any renewable energy  
24 system, as such term is defined in section sixty-six-p of this chapter,

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD09637-01-5

1 with a nameplate generating capacity of twenty-five thousand kilowatts  
2 or more, ~~[and]~~ any co-located system storing energy generated from such  
3 a renewable energy system prior to delivering it to the bulk trans-  
4 mission system, or any qualified energy storage system, as such term is  
5 defined in subdivision one of section seventy-four of this chapter, with  
6 a nameplate capacity of twenty-five thousand kilowatts or more and  
7 interconnected to the state's electricity grid, including all associated  
8 appurtenances to electric plants, including electric transmission facil-  
9 ities less than ten miles in length in order to provide access to load  
10 and to integrate such facilities into the state's bulk electric trans-  
11 mission system.

12 § 3. Subdivision 5 of section 140 of the public service law, as added  
13 by section 11 of part O of chapter 58 of the laws of 2024, is amended  
14 and a new subdivision six is added to read as follows:

15 5. This section shall not apply:

16 (a) to normal repairs, maintenance, replacements, non-material modifi-  
17 cations and improvements of a major renewable energy facility subject to  
18 this article, whenever built, which are performed in the ordinary course  
19 of business and which do not constitute a violation of any applicable  
20 existing permit; ~~[and]~~

21 (b) to a major renewable energy facility if, on or before ~~[the effec-~~  
22 ~~tive date of this article]~~ December 31, 2025, an application has been  
23 made or granted for a license, permit, certificate, consent or approval  
24 from any federal, state or local commission, agency, board or regulatory  
25 body~~[-]~~; and

26 (c) to an energy storage system constructed in a city with a popu-  
27 lation of one million or more.

28 6. After the effective date of this paragraph, any person intending to  
29 construct a major renewable energy facility excluded from this section  
30 pursuant to paragraph (b) of subdivision five of this section may elect  
31 to become subject to the provisions of this section by filing an appli-  
32 cation for a major renewable energy facility siting permit pursuant to  
33 the regulations of ORES governing such applications.

34 § 4. Paragraph (a) of subdivision 1 of section 145 of the public  
35 service law, as added by section 11 of part O of chapter 58 of the laws  
36 of 2024, is amended to read as follows:

37 (a) for a major renewable energy facility, one thousand dollars for  
38 each thousand kilowatts of capacity of the proposed major renewable  
39 energy facility, with a minimum fee of twenty-five thousand dollars and  
40 a maximum fee of one hundred thousand dollars for any proposed energy  
41 storage facility;

42 § 5. Subdivision 1 of section 224-d of the labor law, as amended by  
43 section 31 of part O of chapter 58 of the laws of 2024, is amended to  
44 read as follows:

45 1. For purposes of this section, a "covered renewable energy system"  
46 means (a) a renewable energy system, as such term is defined in section  
47 sixty-six-p of the public service law, with a capacity of one or more  
48 megawatts alternating current and which involves the procurement of  
49 renewable energy credits by a public entity, or a company or corporation  
50 provided in subdivisions twenty-three and twenty-four of section two of  
51 the public service law, or a third party acting on behalf and for the  
52 benefit of a public entity; (b) any "thermal energy network" as defined  
53 by subdivision twenty-nine of section two of the public service law; (c)  
54 any offshore wind supply chain project, including but not limited to  
55 port infrastructure, primary component manufacturing, finished component  
56 manufacturing, subassembly manufacturing, subcomponent manufacturing, or

1 raw material producers, or a combination thereof receiving direct fund-  
2 ing from the New York state energy research and development authority  
3 pursuant to an award under a New York state energy research and develop-  
4 ment authority solicitation; ~~or~~ (d) a "major utility transmission  
5 facility" as such term is defined by section one hundred twenty of the  
6 public service law; or (e) any qualified energy storage system, as such  
7 term is defined in subdivision one of section seventy-four of the public  
8 service law, with a nameplate capacity of twenty-five thousand kilowatts  
9 or more and interconnected to the state's electricity grid.

10 § 6. This act shall take effect on the ninetieth day after it shall  
11 have become a law; provided, however, that the amendments to sections  
12 137, 140, and 145 of the public service law made by sections two, three  
13 and four of this act shall not affect the repeal of such sections and  
14 shall be deemed to be repealed therewith. Effective immediately, the  
15 addition, amendment and/or repeal of any rule or regulation necessary  
16 for the implementation of this act on its effective date are authorized  
17 to be made and completed on or before such effective date.

# STATE OF NEW YORK

8378

2025-2026 Regular Sessions

## IN ASSEMBLY

May 13, 2025

Introduced by M. of A. LEVENBERG -- read once and referred to the  
Committee on Energy

AN ACT to amend the public service law and the labor law, in relation to  
qualified energy storage systems

The People of the State of New York, represented in Senate and Assem-  
bly, do enact as follows:

1 Section 1. Subdivision 1-a of section 66-r of the public service law,  
2 as amended by section 32 of part O of chapter 58 of the laws of 2024, is  
3 amended to read as follows:

4 1-a. For the purposes of this section, an "other covered project"  
5 means: (a) any "thermal energy network" as defined by subdivision twen-  
6 ty-nine of section two of this chapter; (b) any offshore wind supply  
7 chain project, including but not limited to port infrastructure, primary  
8 component manufacturing, finished component manufacturing, subassembly  
9 manufacturing, subcomponent manufacturing, or raw material producers, or  
10 a combination thereof receiving direct funding from the New York state  
11 energy research and development authority pursuant to an award under a  
12 New York state energy research and development authority solicitation;  
13 ~~or~~ (c) a "major utility transmission facility" as such term is defined  
14 by section one hundred twenty of this chapter or "major electric trans-  
15 mission facility" as defined by article VIII of this chapter; or (d) any  
16 qualified energy storage system, as such term is defined in subdivision  
17 one of section seventy-four of this article, with a nameplate capacity  
18 of twenty-five thousand kilowatts or more and interconnected to the  
19 state's electricity grid.

20 § 2. Subdivision 4 of section 137 of the public service law, as added  
21 by section 11 of part O of chapter 58 of the laws of 2024, is amended to  
22 read as follows:

23 4. "Major renewable energy facility" means any renewable energy  
24 system, as such term is defined in section sixty-six-p of this chapter,  
25 with a nameplate generating capacity of twenty-five thousand kilowatts

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
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LBD09637-01-5

1 or more, ~~[and]~~ any co-located system storing energy generated from such  
2 a renewable energy system prior to delivering it to the bulk trans-  
3 mission system, or any qualified energy storage system, as such term is  
4 defined in subdivision one of section seventy-four of this chapter, with  
5 a nameplate capacity of twenty-five thousand kilowatts or more and  
6 interconnected to the state's electricity grid, including all associated  
7 appurtenances to electric plants, including electric transmission facil-  
8 ities less than ten miles in length in order to provide access to load  
9 and to integrate such facilities into the state's bulk electric trans-  
10 mission system.

11 § 3. Subdivision 5 of section 140 of the public service law, as added  
12 by section 11 of part O of chapter 58 of the laws of 2024, is amended  
13 and a new subdivision six is added to read as follows:

14 5. This section shall not apply:

15 (a) to normal repairs, maintenance, replacements, non-material modifi-  
16 cations and improvements of a major renewable energy facility subject to  
17 this article, whenever built, which are performed in the ordinary course  
18 of business and which do not constitute a violation of any applicable  
19 existing permit; ~~[and]~~

20 (b) to a major renewable energy facility if, on or before ~~[the effec-~~  
21 ~~tive date of this article]~~ December 31, 2025, an application has been  
22 made or granted for a license, permit, certificate, consent or approval  
23 from any federal, state or local commission, agency, board or regulatory  
24 body~~[r]~~; and

25 (c) to an energy storage system constructed in a city with a popu-  
26 lation of one million or more.

27 6. After the effective date of this paragraph, any person intending to  
28 construct a major renewable energy facility excluded from this section  
29 pursuant to paragraph (b) of subdivision five of this section may elect  
30 to become subject to the provisions of this section by filing an appli-  
31 cation for a major renewable energy facility siting permit pursuant to  
32 the regulations of ORES governing such applications.

33 § 4. Paragraph (a) of subdivision 1 of section 145 of the public  
34 service law, as added by section 11 of part O of chapter 58 of the laws  
35 of 2024, is amended to read as follows:

36 (a) for a major renewable energy facility, one thousand dollars for  
37 each thousand kilowatts of capacity of the proposed major renewable  
38 energy facility, with a minimum fee of twenty-five thousand dollars and  
39 a maximum fee of one hundred thousand dollars for any proposed energy  
40 storage facility;

41 § 5. Subdivision 1 of section 224-d of the labor law, as amended by  
42 section 31 of part O of chapter 58 of the laws of 2024, is amended to  
43 read as follows:

44 1. For purposes of this section, a "covered renewable energy system"  
45 means (a) a renewable energy system, as such term is defined in section  
46 sixty-six-p of the public service law, with a capacity of one or more  
47 megawatts alternating current and which involves the procurement of  
48 renewable energy credits by a public entity, or a company or corporation  
49 provided in subdivisions twenty-three and twenty-four of section two of  
50 the public service law, or a third party acting on behalf and for the  
51 benefit of a public entity; (b) any "thermal energy network" as defined  
52 by subdivision twenty-nine of section two of the public service law; (c)  
53 any offshore wind supply chain project, including but not limited to  
54 port infrastructure, primary component manufacturing, finished component  
55 manufacturing, subassembly manufacturing, subcomponent manufacturing, or  
56 raw material producers, or a combination thereof receiving direct fund-

1 ing from the New York state energy research and development authority  
2 pursuant to an award under a New York state energy research and develop-  
3 ment authority solicitation; ~~or~~ (d) a "major utility transmission  
4 facility" as such term is defined by section one hundred twenty of the  
5 public service law; or (e) any qualified energy storage system, as such  
6 term is defined in subdivision one of section seventy-four of the public  
7 service law, with a nameplate capacity of twenty-five thousand kilowatts  
8 or more and interconnected to the state's electricity grid.

9 § 6. This act shall take effect on the ninetieth day after it shall  
10 have become a law; provided, however, that the amendments to sections  
11 137, 140, and 145 of the public service law made by sections two, three  
12 and four of this act shall not affect the repeal of such sections and  
13 shall be deemed to be repealed therewith. Effective immediately, the  
14 addition, amendment and/or repeal of any rule or regulation necessary  
15 for the implementation of this act on its effective date are authorized  
16 to be made and completed on or before such effective date.

Sent to:  
TB, TA, TC  
1/15/26  
KD

Highway Department

# Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

TELEPHONE  
(914) 232-4848  
FAX  
(914) 232-0150

NICHOLAS DEVITO  
Superintendent of Highways

PAUL WESTHOFF  
Deputy Supt. of Highways



RECEIVED

JAN 13 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

To: Town Board

From: Nicholas DeVito  
Superintendent of Highways

Date: January 12, 2026

Re: Adopt-A-Road – Patrick Casabona Memorial Fund

Be advised attached is the Adopt-a Road Program Application & Agreement submitted by Amanda Casabona from Patrick Casabona Memorial Fund, for the period beginning February 1, 2026 and ending February 1, 2028 for the location of Sunderland between Route 139 & Route 202.

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

Thank you,

Nicholas DeVito  
Supt. of Highways

**TOWN OF SOMERS  
ADOPT - A - ROAD PROGRAM  
APPLICATION**

**Group Name**

ic Goshen Me. rd and

**Address:**

**1st Contact P**

**Name:**

m a Goshen

**Address:**

7

**Phone: (H)**

(H) \_\_\_\_\_

**(W)**

4 575 5500

(W) \_\_\_\_\_

**Site Locations: - Please include Route number, Highway name, nearest cross street(s), mile marker number (if known), and any landmarks if applicable.**

Portion of Sunderland - Upper or Lower

or

Lowell between 139 + 202 if its on

portion

**Number of participants:**

**Dates of Commitment:** 2026

**Attach copy of Group Charter (if applicable)**



## TOWN OF SOMERS

### ADOPT-A-ROAD AGREEMENT

This Agreement made this 3 day of Dec 2025, by and between the Town of Somers, a municipal corporation of the State of New York, having offices at 335 Route 202, Somers, New York, 10589, acting by and through the Superintendent of Highways of the Town of Somers, hereafter called the "SUPERINTENDENT", and the organization known as the following and using the mailing address of:

Patric Capbone Memo Ford

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: Sunderland

- will split road with other supporters

hereafter known as the segment, and

WHEREAS, this Agreement is intended to enable the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

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2. No participants' vehicles may be parked on the travel lanes or shoulders of the roadway.

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6. All participants must attend the safety briefing before participating in the field activity. The designated safety person can provide a link to the safety video to all participants not able to attend the safety briefing in person.

7. The SUPERINTENDENT will provide shirts or vests and head gear that all participants in the GROUP must wear.

8. The GROUP may provide to itself approved safety gear. The GROUP will pick up supplies and materials from the Town Highway Garage during normal working hours. Unused materials and supplies will be returned to the

Town Highway Garage during normal working hours when the GROUP's agreement has ended.

9. The collected waste from the location specified in this agreement shall be left in a designated area in order for the Town Highway Department to pick up. The SUPERINTENDENT will be responsible for disposing of such waste.

10. The GROUP will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a park-like appearance along the adopted road segment. Except as modified by the SUPERINTENDENT, minimum frequency of pick up along a road segment will occur on a monthly basis, with the first pick up commencing one month following the signing of this agreement. The GROUP will report monthly litter pick up amounts and any other pertinent details.

11. The SUPERINTENDENT will collect a \$150.00 permit fee up to \$300 depending on signage requirements for the first two-year period, and a \$75 fee up to \$150 for every 2-year period thereafter.

12. The SUPERINTENDENT will publicize the execution of this Agreement and will highlight it at various periods thereafter.

13. The SUPERINTENDENT will furnish and erect Adopt-A-Road signs at the beginning of each adopted Highway segment, or in each adopted rest area or scenic overlook. Sign for GROUP will be 12 "x 24 " to include name of GROUP and GROUP logo. If the GROUP terminates the agreement, they can keep their portion of the Adopt-A-Road sign.

14. This agreement shall be for a two (2) year period commencing on 2/1/26 (starting date) and terminating at 12:01am on 2/1/28 (ending date).

15. Notwithstanding any other provisions of this agreement, the SUPERINTENDENT, in his sole judgment, may terminate this agreement on 30 days notice to the GROUP, or summarily if based on unsafe activity, and take such other action as the SUPERINTENDENT it deems appropriate.

16. The SUPERINTENDENT recognizes the GROUP is the adopting organization for the segment and the GROUP accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

17. The relationship of the GROUP to the Town of Somers arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this Agreement, shall be considered agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the GROUP employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the GROUP. The GROUP shall secure Workers' Compensation insurance, for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

The GROUP hereby agrees to indemnify, save and hold harmless the Town of Somers, and all its officials, departments, boards, agents and employees from any and all claims, demands, actions or cause of action or whatsoever nature or character arising out of or by reason of this execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising hereunder. Each group participant (or parent or guardian if 12 to 18 years of age) will sign and date the "Adopt-A-Road General Release" protecting the Town for the duration of the Agreement.

Patrick Gossberg  
Name of Group/Organization  
Memorial Fund

Amanda Gossberg  
Signature of Organization Leader

President  
Organization Leader Title - Please Print

Amanda Gossberg  
Organization Coordinator - Please Print

6338  
Coordinator's Daytime Phone Number

same  
Coordinator's Evening Phone Number

Town of Somers

By: [Signature]  
Superintendent of Highways

Attachment A  
ADOPT A ROAD PROGRAM  
SAFETY CHECKLIST

1. A safety briefing with the Adopt a Road Program group (GROUP) participants is required prior to each litter removal activity. In the safety briefing, this Safety Checklist is to be reviewed.
2. Participants should wear light colored clothing, heavy gloves, hat, and long sleeves. Wearing of sunglasses and sunblock is heavily encouraged.
3. Vehicles belonging to the GROUP's participants are to be parked clear of the roadway. The GROUP's participants are encouraged to carpool to the GROUP's adopted roadway segment (ADOPTED ROAD SECTION).
4. Safety vests are to be worn at all times by the GROUP's participants.
5. GROUP participants must stay outside of the roadway pavement and are not to enter the roadway or shoulder. Litter removal activities are to occur in the grassy areas and/or on the sidewalk next to the ADOPTED ROAD SECTION. Litter should not be collected from construction sites, medians, in runnels or on bridges overpasses.
6. GROUP participants are to stay clear of any construction and face oncoming traffic.
7. The GROUP is to designate at least one (1) GROUP adult supervisor, 18+, who is on-site and responsible for the supervision of all litter removal activities.
8. Participants must be at least 12 years of age. The GROUP shall provide at least one (1) adult supervisor for every five (5) youths, ages 12-15, who are participating.
9. Each GROUP should have a first aid kit and an adequate supply of drinking water should be available.
10. No intoxicating liquid/beverage, nor illegal drugs will be allowed.
11. The GROUP is not to work in inclement weather.
12. The GROUP is to remove litter during daylight hours and outside of peak hours. Peak hours are between 6:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM Monday through Friday.

13. GROUP participants are to avoid overexertion and be alert for snakes.
14. GROUP participants are to avoid contact with hazardous substances. If you encounter any suspicious materials, call the Traffic Division at 561-684-4030 to arrange pick-up.
15. GROUP Supervisor(s) must carry a cellphone and know the route from the site to the nearest emergency center or hospital.
16. GROUP participants shall not wear clothing or headphones that will restrict vision or hearing.
17. The GROUP is to call the Traffic Division at 561-684-4030 at least 5 working days PRIOR to the litter removal to schedule disposal of the litterbags.
18. REMEMBER: leave the collected litterbags under any of the GROUP's ADOPTED ROAD SECTION signs, located on each end of the section. Contact the Traffic Division when finished and provide the GROUP's completed sign in sheet.

CONDUCTED BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_

GROUP: Patrick Casabona Memorial Fund

SIGNED: Lee C. Casabona DATED: 12/5/25

PRINT: Amanda Casabona



Sent to:  
TB, TA, TC  
1/15/26  
KA

Highway Department

TELEPHONE  
(914) 232-4848  
FAX  
(914) 232-0150

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

NICHOLAS DEVITO  
Superintendent of Highways

PAUL WESTHOFF  
Deputy Supt. of Highways



RECEIVED

JAN 14 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

To: Town Board

From: Nicholas DeVito  
Superintendent of Highways

Date: January 12, 2026

Re: Adopt-A-Road – Somers Youth Sports Organization (SYSO)

Be advised attached is the Adopt-a Road Program Application & Agreement submitted by Jason Klatsky from Somers Youth Sports Organization (SYSO) for the period beginning February 1, 2026 and ending February 1, 2028 for the location of Primrose Dr. between 139 & Lalli Dr.

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

Thank you,

Nicholas DeVito  
Supt. of Highways

**TOWN OF SOMERS  
ADOPT - A - ROAD PROGRAM  
APPLICATION**

**Group Name:** S.S.O. - Somers Youth Sports Organization

**Address:** \_\_\_\_\_

**1st Contact Person:**

**2nd Contact Person:**

**Name:** Jim Klatsk

**Address:** Y...g

**Address:** G Sp'gs

116 36

G Sp'gs

**Phone:** ( 95 )

**(W)** \_\_\_\_\_

**(W)** \_\_\_\_\_

**Site Locations:** - Please include Route number, Highway name, nearest cross street(s), mile marker number (if known), and any landmarks if applicable.

Primrose Drive (between 139 & Lalli Drive)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Number of participants:** \_\_\_\_\_

**Dates of Commitment:** \_\_\_\_\_

**Attach copy of Group Charter (if applicable)**

**TOWN OF SOMERS**  
**ADOPT-A-ROAD AGREEMENT**

This Agreement made this 12 day of Jan. 2026, by and between the Town of Somers, a municipal corporation of the State of New York, having offices at 335 Route 202, Somers, New York, 10589, acting by and through the Superintendent of Highways of the Town of Somers, hereafter called the "SUPERINTENDENT", and the organization known as the following and using the mailing address of:

Somers Youth Sports Organization  
108 Village Square #302, Somers, NY, 10589

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: Primrose Drive

---

hereafter known as the segment, and

WHEREAS, this Agreement is intended to enable the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the pavement or shoulders of the traveled way.

2. No participants' vehicles may be parked on the travel lanes or shoulders of the roadway.

3. Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the SUPERINTENDENT.

4. The GROUP will organize and supervise all activities.

5. The GROUP will organize and conduct a "safety briefing." Each day that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The SUPERINTENDENT will provide a training video and safety checklist to the designated representative from the GROUP. The designated representative from the GROUP is responsible to present the safety briefing for the first meeting with the GROUP.

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7. The SUPERINTENDENT will provide shirts or vests and head gear that all participants in the GROUP must wear.

8. The GROUP may provide to itself approved safety gear. The GROUP will pick up supplies and materials from the Town Highway Garage during normal working hours. Unused materials and supplies will be returned to the

Town Highway Garage during normal working hours when the GROUP's agreement has ended.

9. The collected waste from the location specified in this agreement shall be left in a designated area in order for the Town Highway Department to pick up. The SUPERINTENDENT will be responsible for disposing of such waste.

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11. The SUPERINTENDENT will collect a \$150.00 permit fee up to \$300 depending on signage requirements for the first two-year period, and a \$75 fee up to \$150 for every 2-year period thereafter.

12. The SUPERINTENDENT will publicize the execution of this Agreement and will highlight it at various periods thereafter.

13. The SUPERINTENDENT will furnish and erect Adopt-A-Road signs at the beginning of each adopted Highway segment, or in each adopted rest area or scenic overlook. Sign for GROUP will be 12 "x 24" to include name of GROUP and GROUP logo. If the GROUP terminates the agreement, they can keep their portion of the Adopt-A-Road sign.

14. This agreement shall be for a two (2) year period commencing on 2/1/26 (starting date) and terminating at 12:01am on 2/1/28 (ending date).

15. Notwithstanding any other provisions of this agreement, the SUPERINTENDENT, in his sole judgment, may terminate this agreement on 30 days notice to the GROUP, or summarily if based on unsafe activity, and take such other action as the SUPERINTENDENT it deems appropriate.

16. The SUPERINTENDENT recognizes the GROUP is the adopting organization for the segment and the GROUP accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

17. The relationship of the GROUP to the Town of Somers arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this Agreement, shall be considered agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the GROUP employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the GROUP. The GROUP shall secure Workers' Compensation insurance, for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

The GROUP hereby agrees to indemnify, save and hold harmless the Town of Somers, and all its officials, departments, boards, agents and employees from any and all claims, demands, actions or cause of action or whatsoever nature or character arising out of or by reason of this execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising hereunder. Each group participant (or parent or guardian if 12 to 18 years of age) will sign and date the "Adopt-A-Road General Release" protecting the Town for the duration of the Agreement.

Town of Somers

Somers Youth Sports Organization  
Name of Group/Organization

[Signature]  
Superintendent of Highways

[Signature]  
Signature of Organization Leader

Secretary  
Organization Leader Title - Please Print

Jason Klatsky  
Organization Coordinator - Please Print

84 e nah  
Coordinator's Address

16  
Coordinator's Daytime Phone Number

me  
Coordinator's Evening Phone Number



Sent to:  
FB, TA, TC  
1/15/26  
KD

Highway Department

TELEPHONE  
(914) 232-4848  
FAX  
(914) 232-0150

**Town of Somers**  
WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

NICHOLAS DEVITO  
Superintendent of Highways

PAUL WESTHOFF  
Deputy Supt. of Highways



RECEIVED

JAN 14 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

To: Town Board

From: Nicholas DeVito  
Superintendent of Highways


Date: January 12, 2026

Re: Adopt-A-Road – Somers Pharmacy

Be advised attached is the Adopt-a Road Program Application & Agreement submitted by Jason Klatsky from Somers Pharmacy, for the period beginning February 1, 2026 and ending February 1, 2028 for the location of Warren St. between Route 202 & West Hill Dr.

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

Thank you,

  
\_\_\_\_\_  
Nicholas DeVito  
Supt. of Highways

TOWN OF SOMERS  
ADOPT - A - ROAD PROGRAM  
APPLICATION

Group Name: Somers Pharmac

Address: 336 US-202, Somers NY 10589

1st Contact

Name: Anton Klatsky Name: Dave Schoenberg

Address: [redacted] same as above

Phone: (B) [redacted] (C) [redacted]

(W) same (W) [redacted]

(if known,)

Warren Street (between 202 & W. Hill Drive)

Number of participants: \_\_\_\_\_

Dates of Commitment: \_\_\_\_\_

Attach copy of Group Charter (if applicable)

## TOWN OF SOMERS

### ADOPT-A-ROAD AGREEMENT

This Agreement made this 2 day of Jan, 2026, by and between the Town of Somers, a municipal corporation of the State of New York, having offices at 335 Route 202, Somers, New York, 10589, acting by and through the Superintendent of Highways of the Town of Somers, hereafter called the "SUPERINTENDENT", and the organization known as the following and using the mailing address of:

Somers Pharmacy  
336 US-202, Somers, NY. 10536

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: Warren Street

hereafter known as the segment, and

WHEREAS, this Agreement is intended to ~~enable~~ the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the pavement or shoulders of the traveled way.

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17. The relationship of the GROUP ~~to the Town~~ of Somers arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the GROUP under this ~~Agreement~~ shall be ~~considered~~ agents of the GROUP, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said ~~employees while so engaged~~, and any act or omission on the part of the GROUP ~~employees while so engaged~~ in any of the work or services provided to rendered herein, ~~shall be~~ the sole obligation and responsibility of the GROUP. The GROUP shall ~~secure~~ Workers' Compensation insurance, for the benefit ~~of~~, and keep insured ~~during~~ the life of this agreement, such employees engaged therein as ~~are required to be insured by the provisions of~~ the Workers' Compensation Law.

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Somers Pharmacy  
Name of Group/Organization

By

Town of Somers

[Signature]  
Superintendent of Highways

[Signature]  
Signature of Organization Leader

Management Consultant  
Organization Leader Title - Please Print

Jason Klatsky  
Organization Coordinator - Please Print

4 [unclear]  
Coordinator's Address

[unclear]  
Coordinator's Daytime Phone Number

Same  
Coordinator's Evening Phone Number



Sent to:  
TB, PA, TC  
1/15/26  
KO

Highway Department

TELEPHONE  
(914) 232-4848  
FAX  
(914) 232-0150

Town of Somers  
WESTCHESTER COUNTY, N.Y.

250 RT. 100  
P.O. BOX 281

NICHOLAS DEVITO  
Superintendent of Highways

PAUL WESTHOFF  
Deputy Supt. of Highways



RECEIVED

JAN 14 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

To: Town Board

From: Nicholas DeVito  
Superintendent of Highways

Date: January 12, 2026

Re: Adopt-A-Road – Somers Booster Club

Be advised attached is the Adopt-a Road Program Application & Agreement submitted by Jason Klatsky from Somers Booster Club, for the period beginning February 1, 2026 and ending February 1, 2028 for the location of Plum Brook Rd. between Route 139/Route 100.

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

Thank you,

Nicholas DeVito  
Supt. of Highways

**TOWN OF SOMERS  
ADOPT - A - ROAD PROGRAM  
APPLICATION**

**Group Name:** Somers Easter Club

**Address:** PO Box 202 Somers N 10589

**1st Contact Person:**

**2nd Contact Person**

**Name:** Ron L K

**Name:** Nicole Dwyer

**Address:** Young Rd

**Address:** Box 2

ato Y 53

Y.

**Phone:** (A) 208-222-1111

(A) 9 9 17

(W)

(W)

**Site Locations:** - Please include Route number, Highway name, nearest cross street(s), mile marker number (if known), and any landmarks if applicable.

Pl road tw 1 0

**Number of participants:** \_\_\_\_\_

**Dates of Commitment:** \_\_\_\_\_

**Attach copy of Group Charter (if applicable)**

## TOWN OF SOMERS

### ADOPT-A-ROAD AGREEMENT

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Somers Booster Club  
PO Box 202, Somers, NY. 10589

hereafter called the "GROUP."

WHEREAS, the GROUP recognizes the need for and desirability of a more attractive and litter free road segment, described as follows: Plum Brook Road

hereafter known as the segment, and

WHEREAS, this Agreement is intended to enable the GROUP to contribute toward the effort of maintaining the appearance for the segment, and

WHEREAS, by signature below, the GROUP acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

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Somers Booster Club  
Name of Group/Organization

Town of Somers

By:

[Signature]  
Superintendent of Highways

Signature of Organization Leader

Board Member  
Organization Leader Title - Please Print

John Klack  
Organization Coordinator - Please Print

[Signature]  
Coordinator's Address

[Signature]  
Coordinator's Daytime Phone Number

Same  
Coordinator's Evening Phone Number



Sent to:  
TB, TA, TC  
1/20/26  
KO

RECEIVED

JAN 16 2026

**COMMUNITY BENEFITS AGREEMENT  
PARKVIEW B & G LLC**

**OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS**

This Community Benefits Agreement ("Agreement") is made and entered into as of January , 2026 (hereinafter, the "Effective Date") between **PARKVIEW B & G LLC**, a New York limited liability company with offices at 57 Route 6, Suite 207, Baldwin Place, New York 10505 (hereinafter, "Parkview"), and **THE TOWN OF SOMERS**, a New York municipal corporation with its offices at 335 Route 202, Somers, New York 10589 (hereinafter, the "Town"). Parkview and the Town are collectively referred to herein as the "Parties" or individually as "Party".

**WITNESSETH:**

WHEREAS, Parkview is the owner of two existing parcels of land situated in the Town of Somers and comprising in the aggregate approximately 56.8 acres. The parcels are shown and designated on the Town of Somers Tax Map as Tax Parcels 4.20-1-12 and 15.08-1-4. Tax Parcel 4.20-1-12 consists of approximately 19.8 acres. Prior to the granting of Parkview's petition for rezoning as referred to below, 8.9 acres of such Tax Parcel were zoned Residence R80; 8.6 acres of such Tax Parcel were zoned Residence R40; and 2.3 acres of such Tax Parcel were zoned Planned Hamlet PH. Tax Parcel 15.08-1-4 consists of approximately 37 acres. Prior to the granting of Parkview's petition for rezoning as referred to below, the entirety of such Tax Parcel was zoned Residence R80. Collectively, such parcels shall hereinafter be referred to as the "Parkview Property"; and

WHEREAS, the Parkview Property is currently unimproved; and

WHEREAS, on or about August 7, 2023 Parkview submitted a petition to the Town Board of the Town of Somers (hereinafter, the "Town Board") seeking a Zoning Map Amendment, pursuant to §170-13 of the Somers Town Code, so as to place the Parkview Property in the Multifamily Residence Baldwin Place MFR-BP Zoning District (hereinafter, "MFR-BP"). Said petition further requested the adoption of a text change to § 170-13. A Multifamily Residence MFR District to add a new subsection 18 (c) entitled "Affordable Housing Dwelling Unit Credits". Said requests made by petition are hereinafter referred to as the "Zoning Amendments"; and

WHEREAS, on or about August 14, 2023, Parkview submitted a revised petition which provided additional clarity to the proposed zoning text change; and

WHEREAS, on or about September 6, 2023, Parkview submitted an updated conceptual plan and revised petition pursuant to which Parkview petitioned the Town Board for rezoning of the Parkview Property to accommodate the proposed revised development of the Parkview Project as hereinafter defined. The Parkview Project will include an eighty-one (81) unit multifamily townhome project on approximately 49.8 acres of the Parkview Property (following subdivision as proposed) of which seventy-six (76) units would be market rate units and of which five (5) units would be below market rate determined to be affordable to families with income equal to 120% of AMI. The development will also include the creation of a conservation easement of approximately twenty (20) acres as open space. The multifamily development component of the Parkview Project will be referred to as "Trailside Estates". The Parkview Project will also

include the construction of a Community Center (referred to on the plan referenced below as the “Somers Recreation Center”) and Dog Park (further described below) on approximately 7.5 acres of the Parkview Property with the Community Center and Dog Park to be subsequently conveyed to the Town of Somers; and

WHEREAS, in support of its petition, Parkview submitted a Full Environmental Assessment Form (EAF) together with a conceptual layout plan and plans for the proposed Community Center and Dog Park; and

WHEREAS, pursuant to SEQRA, the Town Board circulated its Notice of Intent to be Lead Agency for SEQRA purposes to all Interested and Involved agencies; and

WHEREAS, on October 5, 2023, the Town Board, pursuant to SEQRA, declared itself as Lead Agency for purposes of the environmental review of the Parkview Project and requested that Parkview supplement the EAF previously submitted to include a series of technical reports related to traffic, natural resources, fiscal impact, utilities, cultural resources and stormwater management; and

WHEREAS, at the request of the Town Board, on November 29, 2023 Parkview submitted to the Town an updated EAF that had included a series of technical reports which were evaluated by the Town Board and its technical staff. At that time, the Town Board requested additional information to assist other Interested and Involved agencies and the public in better understanding the proposed action, potential impacts and proposed mitigation; and

WHEREAS, on May 10, 2024, Parkview submitted revised documents which were reviewed and the Town Board, as Lead Agency, made additional comments and requested additional supplemental information; and

WHEREAS, on July 2, 2024, Parkview submitted revised documents which were reviewed by the Lead Agency and, at a meeting held by the Town Board as Lead Agency on August 8, 2024, Parkview's revised documents were determined to be acceptable for circulation to the other Interested and Involved agencies; and

WHEREAS, the Town Board, as Lead Agency, did receive comments on Parkview's expanded EAF from other Interested and Involved agencies including but not limited to NYC DEP, NYSDEC and the Westchester County Planning Board; and

WHEREAS, on October 17, 2024 Parkview submitted responses to the comments made to the expanded EAF along with an updated fiscal analysis dated October 14, 2024 for consideration by the Town Board as Lead Agency; and

WHEREAS, the Town Board was in receipt of a memo from the Town Planner dated October 29, 2024 which included EAFs parts one and drafts of EAF parts 2 and 3 narrative for their collective review and consideration including a detailed discussion of the environmental review process and the criteria for determining significance; and

WHEREAS, the Town Board did cause to be scheduled a public hearing on the proposed Zoning Amendments for February 13, 2025, through which all members of the public were invited to be heard and were; and

WHEREAS, on February 13, 2025 the Town Board held a duly noticed public hearing on the proposed action at which all members of the public were invited to be

heard and were heard and, at the conclusion thereof, the public hearing was subsequently closed; and

WHEREAS, on February 13, 2025 the Town Board adopted a Negative Declaration under SEQRA for the reasons stated in parts 2 and 3 of the EAF; and

WHEREAS, on February 13, 2025 the Town Board adopted Local Law Number 1 of the year 2025 adopting the text change requested by Parkview adding a new subsection (c) to § 170-13 A (18) entitled “Affordable Dwelling Units” said new subsection providing for Affordable Housing Dwelling Unit Credits; and

WHEREAS, on February 13, 2025 the Town Board adopted Local Law Number 2 of the year 2025 to approve the establishment of the Multifamily Residence Baldwin Place MFR-BP District on the Parkview Property and amended the zoning map accordingly; and

WHEREAS, Parkview is continuing to prosecute its application for site plan approval<sup>1</sup> for the Trailside Estates component of the Parkview Project and for the Community Center and Dog Park before the Planning Board of the Town of Somers (hereinafter, “Planning Board”); and

WHEREAS, during the course of the site plan approval process before the Planning Board, a question arose regarding the proposed subdivision of 9.78 acres

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<sup>1</sup> For purposes of references to the proposed development as hereinafter set forth, reference is made to the most recent Site Plan Drawings prepared by Insite Engineering, Surveying, & Landscape Architecture, P.C. last revised November 20, 2025, as submitted to the Planning Board and as may hereinafter be amended (hereinafter, "Site Plan Drawings")

contiguous to the Parkview Property owned by an entity known as Dynamite Properties, Inc. into three (3) lots (hereinafter, the “Proposed Green Tree Road Subdivision”); and

WHEREAS, as a consequence of issues regarding street/road access for the Proposed Green Tree Road Subdivision, the Planning Board inquired as to whether Parkview, as a contiguous property owner developing a subdivision with access to Route 6, might be willing to provide access through the Parkview Project for the Proposed Green Tree Road Subdivision; and

WHEREAS, during the course of appearances before the Town Board and the Planning Board, representatives of Parkview agreed to provide access (upon terms and conditions to be negotiated as between Parkview and Dynamite Properties Inc.) for the Proposed Green Tree Subdivision if that was the desire of the Town Board and/or the Planning Board and if the final subdivision approval for Dynamite Properties, Inc. provided for such access; and

WHEREAS, Parkview provided such a representation in writing to multiple boards of the Town of Somers, including the Town Board, Planning Board and Zoning Board of Appeals; and

WHEREAS, as a consequence of the multiple community benefits offered by Parkview for the benefit and betterment of the Town of Somers, the parties hereto desire to enter into this Agreement to memorialize the community benefits hereinabove referred to and the terms and conditions relating to such community benefits;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be received, the parties hereto agree as follows:

**FIRST: General Description of Community Benefits**

Parkview has voluntarily offered to provide, at Parkview's sole cost and expense, the Community Benefits referred to herein, which include the following:

- a. creation, through subdivision, of a parcel consisting of approximately seven and one-half (7.5) acres (hereinafter, "Town Recreational Parcel"); and
- b. construction of a Community Center Building (see description below); and
- c. construction of a Dog Park (see description below); and
- d. creation of a conservation easement covering approximately twenty (20) acres; and
- e. upon completion of the construction of the Community Center Building and Dog Park, conveyance of the Town Recreational Parcel to the Town of Somers with all improvements, free and clear of all liens and encumbrances; and
- f. subject to the final approval of the Proposed Green Tree Subdivision proposed by Dynamite Properties Inc., providing an offer of access through the Trailside Project subject to terms and conditions to be negotiated as between Parkview and Dynamite Properties Inc.

**SECOND: Contingencies**

With respect to subparagraphs a through e of paragraph FIRST above, the obligations of Parkview are conditioned upon receipt by Parkview of site plan approval

from the Planning Board for the Parkview Project and receipt by Parkview of all other required municipal and regulatory approvals and permits under terms and conditions which are reasonably acceptable to Parkview including receipt by Parkview of the first building permit for the Parkview Project. With respect to subparagraph f of paragraph FIRST above, the obligations of Parkview are conditioned upon the successful completion of negotiations regarding the terms and conditions of such access between Parkview and Dynamite Properties Inc. and receipt by Dynamite Properties Inc. of final subdivision approval showing access through Trailside Estates in a manner acceptable to Parkview. If same does not take place prior to the granting of final approval for the Parkview Project, the final site plan shall contain a notation evidencing the offer by Parkview as set forth in subparagraph f of paragraph FIRST.

**THIRD: Timing Pertaining to Construction**

With respect to subparagraphs b and c of paragraph FIRST above, Parkview shall commence the construction of the Community Center and Dog Park upon the issuance of a certificate of occupancy for the forty-first (41<sup>st</sup>) dwelling unit of Trailside Estates and will complete the construction of the Community Center and Dog Park on or before the issuance of the certificate of occupancy for the seventy-third (73<sup>rd</sup>) dwelling unit of Trailside Estates. With respect to subparagraph e of paragraph FIRST above, the Town Recreational Parcel will be conveyed to the Town of Somers within ninety (90) days of the issuance of the certificate of occupancy for the Community Center Building.



**FOURTH: Specifics as to Construction of Community Center**

The construction of the Community Center Building shall be based upon the plans and specifications filed with and approved by the Building Department of the Town of Somers. For purposes of this Agreement, reference is made to the Site Plan Drawings and the Floor Plans and Elevations as prepared by Coppola Associates, dated July 6, 2023 (hereinafter, "Architectural Drawings") for general layout and amenities. Said drawings and plans can be modified subsequent to the execution of this Agreement and, as modified, shall be substituted for the existing Site Plan Drawings and Architectural Drawings. By way of specification, current Site Plan Drawings and Architectural Drawings provide for the following:

- i. creation of the Town Recreational Parcel of approximately seven and one-half (7.5) acres;
- ii. construction of a multilevel Community Center building of approximately 5867 SF as shown on the Architectural Drawings;
- iii. access through a 24 foot wide driveway/access drive from the Trailside Estates property with easement to be provided;
- iv. construction of the access road and associated sidewalk, curbing and striping as shown on the approved site plan;
- v. construction of a sixty (60) space parking lot with associated paving, curbing and striping;
- vi. installation of landscaping and lighting as per approved Site Plan;

- vii. installation of water, sewer and stormwater management facilities as per approved Site Plan;
- viii. installation of electricity, gas (if available) and telecommunication connections;
- ix. granting of necessary easements.

#### **FIFTH: Specifics as to Construction of Dog Park**

The construction of the Dog Park shall be based upon the plans and specifications filed with and approved by the Building Department of the Town of Somers. For purposes of this Agreement, reference is made to the Site Plan Drawings. By way of specification, current Site Plan Drawings provide for the following:

- I. creation of a fenced in area as shown on the site plan drawings with separate areas for large and small dogs;
- II. construction of an ADA accessible path to the dog park;
- III. an initial ADA accessible fenced in area will be created that leads to the small and large dog park;
- IV. a small ADA accessible area will be created at the entrances to the large and small dog park.

#### **SIXTH: Compliance with Applicable Law**

All work and services to be undertaken by Parkview under this Agreement will be performed in accordance with governing legal requirements, including those of the Town of Somers, County of Westchester and the State of New York.

**SEVENTH: Benefits Satisfy Parkview's Obligations for Recreation Fees**

The parties hereto acknowledge that the benefits provided to the Town of Somers by Parkview as outlined in subparagraphs a, b, c and e of paragraph FIRST directly address the very purpose for which the Town of Somers collects recreation fees in accordance with Chapter 55 of the Town of Somers Code and, based upon preliminary estimates, the monetary value of the benefits provided to the Town of Somers by Parkview as outlined in subparagraphs a, b, c and e of paragraph FIRST exceed, by several factors of magnitude, the estimate of recreation fees otherwise collectible based on the residential dwelling units proposed to be constructed as part of Trailside Estates. By reason of the foregoing, the resolution to be adopted by the Town Board approving the execution of this Agreement shall authorize a waiver of the recreation fees otherwise payable by Parkview pursuant to Chapter 55 of the Town of Somers Code.

**EIGHTH: Voluntary Nature of Agreement**

Parkview agrees for itself and its successors and assigns, including any permissible assignees or transferees of this Agreement, that it negotiated this Agreement for its benefit and the benefit of its successors and assigns, and that it freely and willingly agrees to the provisions of this Agreement for its benefit and the benefit of its successors and assigns. It is therefore expressly agreed that Parkview, for itself, and its successors and assigns, including any permissible assignees or transferees of this Agreement, forever waive any and all causes of action whatsoever in any jurisdiction at law or in

equity challenging the legality and enforceability of this Agreement by the Town of Somers.

**NINTH: Assignability**

All of Parkview's right, title and interest in this Agreement may be assigned to any assignee/transferee to a future owner of the Parkview Property with the consent or approval of the Town, which such consent or approval shall not be unreasonably withheld. In the event of such transfer, the transferee shall be deemed automatically and without the need for any further document or instrument, to succeed to the rights of, and be bound by the obligations imposed upon, Parkview under this Agreement with the same force and effect as if the transferee, and not Parkview, had been an original party to this Agreement. Upon such assignment and transfer, Parkview shall be released from any and all, and shall have no further or additional obligations and/or liability under this Agreement. Parkview shall give written notice to the Town of any proposed transfer at least thirty (30) days prior to the date such transfer becomes effective.

**TENTH: Parties Bound**

All covenants, stipulations, promises, agreements and obligations of Parkview contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Parkview and not of any partner, member, shareholder, director, officer, agent, servant or employee of Parkview in his, her or its individual

capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Agreement, or otherwise based or in respect of thereof, shall be had against any past, present or future partner, member, shareholder, director, officer, agent, servant or employee of Parkview, or of any partner or member or shareholder of Parkview, or any successor thereto, or any person executing this Agreement on behalf of Parkview. It is expressly understood that this Agreement is an obligation of Parkview and not of any unit owner within the multifamily development proposed upon the Parkview Property including Trailside Estates or any other person or entity, and that no personal liability whatever shall attach to, or is or shall be incurred by, any partner, member, shareholder, director, officer, agent, servant or employee of Parkview, or any partner or member or shareholder of Parkview, or any successor thereto, or any person so executing this Agreement, under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, or, to the extent permitted by law, expressly waived and released as a condition of and as a consideration for, the execution of this Agreement.

All covenants, stipulations, promises, agreements and obligations of the Town contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Town and not of any officer, agent, servant, or employee of the Town in his or her individual capacity. It is expressly understood that this Agreement is an obligation of the Town of Somers as a municipal corporation, and that no personal liability whatever shall attach to, or is or shall be incurred by any such

officer, agent, servant or employee of the Town or any person so executing this Agreement, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom. Any and all such personal liability of, and any and all such rights and claims against, every such officer, agent, servant, or employee under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, or, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

The Parties hereto do not intend to confer any rights and/or benefits under this Agreement and any person and/or entity other than the parties hereto. Nothing in this Agreement is intended to, nor shall it, create any rights in favor of, or benefit, the general public or any persons and/or entities other than the Town and Parkview, and their respective successors and/or assigns and no persons and/or entities other than the Town and Parkview and their successors and/or assigns shall have the right to enforce this Agreement.

#### **ELEVENTH: Representations of the Town**

The Town represents and warrants to Parkview that as of the date of this Agreement:

- a. the Town is a duly organized, validly existing New York municipal corporation; and

- b. the Town has the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions herein described; and
- c. no further action is necessary to make this Agreement and the terms and provisions hereof binding and enforceable against the Town; and
- d. the person who has executed this Agreement on behalf of the Town has the authority to do so.

**TWELVETH: Representations of Parkview**

Parkview represents and warrants to the Town that as of the date of this Agreement:

- i. Parkview is a limited liability company organized and in good standing under the laws of the State of New York, and is duly authorized to do business in the State of New York; and
- ii. Parkview has the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions herein described; and
- iii. Parkview has taken all necessary actions to authorize the execution and performance of this Agreement; and

- iv. no further action is necessary to make this Agreement and the terms and provisions hereof binding and enforceable against Parkview; and
- v. the person who has executed this Agreement on behalf of Parkview has the authority to do so.

### **THIRTEENTH: Notices**

All notices, demands and requests that may be given or that are required to be given by either party to the other party under this Agreement must be in writing. Notices given by a party's attorney on behalf of such party shall be deemed given by such party. All notices, demands, requests or other communications required or permitted to be given hereunder must be sent by (i) personal delivery, or (ii) Federal Express or a similar nationally recognized overnight courier service or (iii) via email transmission. Notices delivered by personal delivery shall be deemed to have been given upon tender to a natural person of suitable age/discretion at the address shown below. Notices delivered by email transmission shall be deemed to have been given on the day transmitted in accordance herewith, provided that a duplicate copy of such notice is sent via one of the other means of transmittal permitted hereby. Notices delivered by overnight courier shall be deemed to have been given the next day after delivery to such overnight commercial courier. All copies of notices sent to the attorneys listed in this paragraph as receiving copies shall be given in the same manner as the original notice that was sent but shall not be a prerequisite to the effectiveness of any notice. Notwithstanding foregoing, whenever



under this Agreement a notice is either received on a day that is not a business day or is required to be delivered on or before a specific day that is not a business day, the day of receipt of required delivery shall automatically be extended to the next business day.

The addresses and emails for property notice under this Agreement are as follows:

IF TO PARKVIEW:

PARKVIEW B & G LLC  
57 Route 6  
Suite 207  
Baldwin Place, New York 10505  
Telephone: (845) 306-7705  
Email: [kkearney@kearneyrealtygroup.com](mailto:kkearney@kearneyrealtygroup.com)

With a copy to:

Charles V. Martabano, Esq.  
9 Mekeel St.  
Katonah, NY 10536  
Telephone: (914)-242-6200  
Email: [cmartabano@gmail.com](mailto:cmartabano@gmail.com)

IF TO THE TOWN:

Town Supervisor  
Town of Somers  
335 Route 202  
Somers, NY 10589  
Telephone: (914)- 277-3637  
Email:

With a copy to:

Town Attorney  
Town of Somers

335 Route 202  
Somers, NY 10589  
Telephone: (914)- 277-3637  
Email:

Either party may from time to time by written notice to the other party, designate a different address for notices.

**FOURTEENTH: Parties Benefited**

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and/or assigns.

**FIFTEENTH: No Preclusion**

Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement or any approval or consent by the Town in connection with this Agreement shall preclude, prevent or restrict the exercise and/or performance by the Town of any regulatory, policing or permitting functions or obligations, except as otherwise provided herein.

**SIXTEENTH: Situs and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of New York. All claims, actions, proceedings and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this

Agreement shall be brought in the Supreme Court of the State of New York, County of Westchester.

**SEVENTEENTH: Non-Waiver**

No waiver of any breach of any agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of other obligations or acts.

**EIGHTEENTH: Reservation of Rights**

The parties to this Agreement specifically reserve any and all rights and remedies they may have if the other party materially defaults in any of its obligations under this Agreement, including but not limited to injunctive relief and other equitable matters.

**NINETEENTH: Merger**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and writings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged. If any provision, sentence, term, clause or word of this Agreement shall be determined by any court of competent jurisdiction to be invalid or

unenforceable, such determination shall not invalidate or render unenforceable any other provision, sentence, term, clause or word herein, and this Agreement shall be enforced, to the maximum extent permitted by law, with reference to the original intention of the parties hereto, from a reading of the entire Agreement, including any such provision, sentence, term, clause or word held to be invalid.

**TWENTIETH: Construction of Agreement**

The parties acknowledge that this Agreement is a mutual undertaking of Parkview and the Town to achieve the objectives set forth herein. As a mutual undertaking, any ambiguity in the term of this Agreement shall not be construed against either party.

**TWENTY-FIRST: Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. Counterparts executed and transmitted via facsimile or PDF/email transmission shall be deemed fully effective upon receipt as if the originals of such documents had been transmitted and delivered.

**TWENTY-SECOND: Waiver of Trial by Jury**

TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM

BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING  
OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE  
RELATIONSHIP OF THE TOWN AND PARKVIEW HEREUNDER.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of  
the date first above written.

**PARKVIEW B & G LLC**

\_\_\_\_\_  
By: Ken Kearney, Member

**TOWN OF SOMERS**

\_\_\_\_\_  
By: Robert Scorrano, Supervisor

STATE OF NEW YORK            )  
  )  
COUNTY OF WESTCHESTER )

On this            day of January in the year 2026 before me the undersigned,  
personally appeared Ken Kearney, 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        )  
                                      )  
COUNTY OF WESTCHESTER )

On this        day of January in the year 2026 before me the undersigned,  
personally appeared Robert Scorrano, 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

RECEIVED

JAN 14 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

Sent to:  
TB, TA, TC  
1/15/26  
KD

## CERTIFICATE OF DESIGNATION

In order to establish eligibility and credentials to vote at the 2026 Business Session, this form must be filed with:

ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK,  
150 STATE STREET, SUITE 203, ALBANY, NY 12207  
by February 7, 2026

**TO: OFFICERS AND MEMBERS OF THE  
Association of Towns of the State of New York**

*To Ensure Correct Spelling On Badges, Please Print Or Type*

I, Patricia Kalba, Town Clerk of the Town of Somers  
in the County of Westchester and State of New York DO HEREBY CERTIFY  
that the town board of the aforesaid town has duly designated the following named person  
to attend the Annual Business Session of the Association of Towns of the State of New York, to  
be held during February 17, 2026, and to cast the vote of the aforesaid town, pursuant to §6 of  
Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE Patricia Kalba  
TITLE Town Clerk E-MAIL ADDRESS pkalba@somersny.gov  
ADDRESS 335 Route 202, Somers, New York 10589

In the absence of the person so designated, the following named person has been designated  
to cast the vote of said town:

NAME OF ALTERNATE Richard G. Clinchy  
TITLE Councilman E-MAIL ADDRESS rclinchy@somersny.gov  
ADDRESS 335 Route 202, Somers, New York 10589

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town  
this 23 day of January, 2026.

\_\_\_\_\_  
Town Clerk

Telephone  
(914) 277-3539

FAX  
(914) 277-3790

Thomas J. Tooma, Jr.  
Building Inspector

**BUILDING DEPARTMENT**  
**Town of Somers**  
WESTCHESTER COUNTY, N.Y.



TOWN HOUSE  
ANNEX  
337 ROUTE 202  
SOMERS, NY 10589

RECEIVED

JAN - 9 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

**MEMO TO:** Town Board

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

**RE:** Change Order for Generator at Police Station

**DATE:** January 9, 2026

A Change Order in the amount of \$3,700.00 is being proposed by the company that the generator was ordered from, National Standby Repair, to supply additional materials and labor as this additional work is needed because the location of the generator has been moved further than initially discussed. During inspections the electrician found wrong size conductors between the conjunction box and existing generator. The correct size wire needs to be extended from the new generator to the existing junction box.

A 50% deposit will be required to do this work.

attachment



Hello, this is your estimate

Location: 100 Route 139/ Primrose Street , Katonah , NY, 10536

PROJECT ID  
0

Additional materials/labor to complete installation for the Somers PD

Your Price  
**\$3,700.00**

Accept Estimate

Summary

National Standby Repair to supply:  
• Additional materials  
• Additional...

Labor Commercial  
Labor Commercial



Wiring supply's  
wire,conduit,ittings



Subtotal	\$3,700.00
Tax	\$0.00
Total	\$3,700.00

Sent to:  
TB, TA, TC  
1/15/26  
KD

## Planning & Development Advisors



Creating value by unlocking opportunities

January 6, 2024

Hon. Robert Scorrano, Supervisor  
Town of Somers  
Town Hall 335 Rt. 202  
Somers, NY 10589

RECEIVED

JAN - 6 2025

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

Re: Planning, Review and Development Services – Town of Somers, NY

Dear Supervisor Scorrano,

Planning & Development Advisors (PDA) is pleased to provide the Town of Somers (the “Town”) with the following updated proposed scope of service. PDA has been providing planning services to communities throughout the lower Hudson Valley, including current and recent assignments in the Town of Newburgh, Villages of Ardsley, Buchanan, Elmsford, Sleepy Hollow, Irvington and Port Chester. For the Village of Sleepy Hollow, I have been fortunate to assist that community through one of its most important eras of development to date, including the planning, environmental review and site plan review of the former General Motors property now known as Edge on Hudson. PDA looks forward to continuing to assist the Town in the review of selected projects and stands ready to assist with additional assignments as they become available.

PDA and Woodard & Curran have an existing long-standing professional relationship having worked together with both the Villages of Ardsley and Sleepy Hollow. As noted previously, PDA would help augment the existing services provided to the Town by Woodard & Curran. As the consulting planner to the Town, we would coordinate with their office when plans needed to be reviewed, memos prepared and meetings attended. In the event that other professionals are needed for review we can help coordinate with the Town on the review process.

Accordingly, provided herewith is a retainer agreement for the provision of planning services to the Town of Somers for 2025-2026.

### Proposed Scope of Work:

P&DA would, at the request of the Town on an on-call basis, and with coordination with the Town Board, Planning Board, other Boards and Commissions and Town staff, typically provide the following, as appropriate:

- project review and consultation with Town Staff and both the Planning Board and Town Board, as appropriate;
- site plan and subdivision reviews;
- on-call projects and reviews, including but not limited to, rezoning applications, planning studies;

101 Lee Avenue  
Yonkers, New York 10705  
914.552.8413 |  
email: davidbsmith1992@gmail.com

- assistance with the preparation of grant applications;
- preparation of environmental review documentation including Short Form EAF, Long Form EAF, Draft and Final Environmental Impact Statements and Environmental Findings;
- preparation of resolutions, and,
- attendance at meetings, public hearings and other presentations.

In addition to the above, it has been requested that this office be available for eight (8) hours per week at Town Hall at mutually convenient dates and times to be determined by the Town. At the request of the Town this office can be available for additional office hours as time and scheduling permits. The proposed in-house hours will be reevaluated jointly on a regular basis and adjusted to meet the needs of the Town at their direction.

The following hourly fee schedule applies to services rendered as identified in the Proposed Scope of Work for personnel assigned to tasks:

Principal:	\$165
Technical/Support	\$85

The hourly rate schedule does not include items such as reproduction and printing of plans, documents and specifications and travel which would be billed at our cost.

The accomplishments noted above, and outlined on the attached professional resume, were achieved through close coordination with clients, both municipal and private, department heads, other identified stakeholders and the public. PDA sees an important opportunity to provide these unique skills to assist the Town of Somers. The professional cornerstone of PDA is the ability to create value as part of the planning process through consensus building and incorporating attention to detail. We look forward to working with your community.

You will receive a monthly statement reflecting all services rendered. The monthly statement will also include charges for certain expenses including messenger service, printing and production of documents. Payment to PDA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

We hope that you understand that our efforts to provide you with the best possible service at reasonable, professional rates requires that payment of any outstanding balances be made when billed. We cannot continue to provide services when any of our accounts are unpaid for more than thirty days and we reserve the right to suspend or terminate all services until payment is received. Either party has the right to terminate the agreement upon thirty (30) days notice, provided that the Town shall be responsible for payment of all fees earned prior to the date of such termination.

Should you have any questions regarding the above or attached please feel free to contact me directly 914-552-8413 or by email [davidbsmith1992@gmail.com](mailto:davidbsmith1992@gmail.com). We look forward to continuing working with the Town of Somers. If this proposal is satisfactory, please indicate your acceptance in the space designated below and return a copy for counter-signature.

Kind Regards,

David B. Smith  
Principal

I understand the nature and scope of the proposed  
representation and agree to be responsible for all fees  
and charges incurred:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
On behalf of the Town of Somers

RECEIVED

OCT 31 2025

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

Sent to:  
TB, TA, TC  
11/15/26  
KD

Woodard & Curran Engineering  
and Geological Services P.A. P.C.  
800 Westchester Avenue  
Suite N507  
Rye Brook, New York 10573  
www.woodardcurran.com

T 800.426.4262  
T 914.448.2266  
F 914.448.0147

Via Electronic Mail

October 31, 2025

Supervisor Robert Scorrano  
Town of Somers  
335 Route 202  
Somers, NY 10589



Re: 2026 Annual Proposal to provide Professional Services to the Town of Somers, NY

Dear Supervisor Scorrano:

Woodard & Curran is pleased to submit this renewal for our contract with the Town of Somers to provide professional services and we look forward to the opportunity to continue to support the Town with our work. Below is a brief scope of work for this calendar year.

**Scope of Services**

In 2026, Woodard & Curran will continue to provide the scope of services described in the attached Task Orders 1, 2, 3, and 4.

These services will be billed in accordance with the terms and conditions set forth in the Master Services Agreement between Woodard & Curran and the Town of Somers that went into effect on March 11, 2009 and our standard 2026 public client rate table.

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES P.A. P.C.

Steven C. Robbins, P.E., LEED AP  
Senior Technical Manager

Anthony C. Catalano, P.E., BCEE  
Vice President

**Authorization to Proceed for Task Orders 1, 2, 3, and 4:**

Robert Scorrano  
Supervisor, Town of Somers

Woodard & Curran Engineering  
and Geological Services P.A. P.C.  
800 Westchester Avenue  
Suite N507  
Rye Brook, New York 10573  
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## **Task Order 1**

### **Escrow Based Town Engineering Services**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran provide Town Engineering Services to the Town Board, Planning Board and Zoning Board of Appeals to assist in the review of applications under consideration by the respective Board. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/09.

The services included in this Task Order are escrow-based and will be initiated in accordance with a fixed initial review cost structure for the various application types. The fixed initial review cost structure will establish an initial budget to cover the engineering review fees associated with the initial review, preparation of the initial review memo, and attendance to the Planning Board meeting. Following the submission of the initial review memo, Woodard & Curran will provide the Town with an estimate of additional fees (if any) required through preparation of the Resolution. Woodard & Curran will reach out to the Town if the project requires further review than anticipated and will provide additional estimates for review of any post-approval submissions. All Woodard & Curran escrow-based fees will be billed in accordance with our existing rate structure with the Town at the time of service on a time and materials basis. The fixed initial review cost structure will be used by the Town Planning Department to establish and collect escrow fees that will serve as the basis for payment to Woodard & Curran. The Town will be billed monthly for these escrow services.

#### **SCOPE OF SERVICES**

The scope of services will include providing technical review of applications submitted to one of the various Boards in the Town for conformance with the Town Codes, State and Federal Regulations and good engineering practice. The Boards to be supported are described below.



### **Phase 1 - General Support to the Planning Board**

The majority of the escrow-based Town Engineering Services will originate from applications to the Planning Board. The types of applications that are reviewed by the Planning Board include Site Plans and Land Subdivisions.

The services that will be provided in support of Planning Board applications include:

- Initial meetings and/or site walks with the Town Planner and Principal Engineering Technician (Civil) to gather background information on the application from Town Planner and Principal Engineering Technician (Civil) and generally discuss the application and anticipated technical issues for more detailed review.
- Upon receipt of the electronic applications, Woodard & Curran will complete a review of the project for compliance with applicable local, state and federal regulations.
- Upon completion of the project review, Woodard & Curran will prepare and provide to the Town Planner and Planning Board a memorandum that details the findings of the project review. The memorandum will seek to define the issues with the application that need to be addressed such that the applicant and their consultants have a specific roadmap of the engineering issues associated with the project. The memorandum will be provided to the Town Planner and Planning Board by 12:00 pm on the Friday preceding the Wednesday evening Planning Board Meetings.
- Project review will also include the review of resolutions prepared by the Town Planner to ensure that appropriate engineering conditions of the approval are included. Resolutions will be reviewed with comments provided directly to the Town Planner prior to the Planning Board meeting.
- Steven Robbins, P.E. will be the primary representative of Woodard & Curran attending Planning Board meetings to present the findings of the project review, and to provide consultation and input to the Planning Board on the application.
- This process will dictate the approach to application review from initial application to final approval.

In addition to the application for site development to the Planning Board, there will be instances where the Planning Board is reviewing specific permits (wetland and watercourses, steep slopes, tree preservation, and stormwater management and erosion control). In these instances, the fees for services would be included under escrow as outlined below.

### **Phase 2 - Planning Board Environmental Permits**

Projects determined, based on the Environmental Determination completed by the Principal Engineering Technician (Civil), to require review and approval by the



Planning Board, will require additional services to those identified for Administrative Permits (Task Order 3). The additional level of effort depends on the application type and proposed activity and will include review of the applications with the Principal Engineering Technician (Civil) and attendance at Planning Board meetings to provide input to the Planning Board on the application. As the level of effort will be wholly specific to the proposed activity and anticipated level of review/input required, an escrow account will be established through consultation with the Principal Engineering Technician (Civil) upon completion of the Environmental Determination (ED) (refer to Task Order 3 for ED Process). The escrow fee will be communicated to the applicant, and collected, prior to review by the Planning Board. Woodard & Curran will work closely with the Principal Engineering Technician (Civil) and department administrative personnel to ensure a well-structured process is employed.

### **Phase 3 - General Support to the Town Board**

On occasion, we anticipate that the Town Board may require engineering support during the review of a Special Use Permit application zoning change or other matter. Special Use Permits will be similarly reviewed for compliance with Town, State and Federal regulations, with memorandum of comments and issues provided directly to the Town Board with copies distributed to the parties identified by the Town Board.

The fee structure for the Escrow services to the Town Board will be determined based on the type of application and the specifics of the application. Upon an initial review of the application, Woodard & Curran will coordinate with the Town Attorney and Town Board to provide a specific budget estimate that will serve as the basis for the Escrow account with the applicant. In the event the application will also require a referral and approval from the Planning Board or Zoning Board, the budget estimate provided will incorporate the Escrow fees associated with referral Board review. The budget estimates will not be exceeded without prior notification to the Town and applicant with appropriate justification that facilitates the need for the budget increase.

### **Phase 4 – General Support to the Zoning Board of Appeals**

In general, we do not anticipate that Woodard & Curran would provide direct input on applications to the Zoning Board that are not referrals from either the Town Board or Planning Board. As a result, the escrow fees would be established for the originating Board to include review by all required Boards; and not on a Board by Board basis. In the event there is an individual application that originates at the Zoning Board that requires engineering input, Woodard & Curran will have a discussion with the Zoning Board chair to determine the extent of the required input and level of the escrow account.





## **Phase 5 – Oversight During Construction**

Once projects are approved by the Town and a building permit issued for construction, on-site inspections during construction are required to confirm that the projects are being completed in conformance with Town code and the approved site plan, permit, or subdivision. The construction inspection will be completed using a combination of resources from the Principal Engineering Technician (Civil) and Woodard & Curran. The level of effort required by Woodard & Curran will vary dependent upon the application and specific features of the site.

The inspections that will be required will be established as part of the Planning Board review process. Based on the required inspections, the level of effort for Woodard & Curran during construction will be determined through consultation with the Principal Engineering Technician (Civil). This level of effort will be estimated, and an Escrow amount identified. This Escrow amount will be compared to the standard construction inspection fee of 5% of the estimated construction cost to ensure adequate funds.

### **FEE STRUCTURE**

The fee structure for the Escrow Based Town Engineering Services has been established based on our experience with application reviews in Somers. These fees will be reviewed on a bi-annual basis based on actual level of effort. In the event an adjustment (increase or decrease) is warranted, Woodard & Curran will provide the Town Board with an amended Fee Structure for review and approval. The request for an amendment to the Fee Structure will include the appropriate backup information to demonstrate the rationale for the amendment.

The fixed initial review fee structure for Escrow Based Town Engineering Services to the Planning Board is included below. These fixed initial review fees will not be exceeded without submission of additional fee estimates to the Town, and prior authorization from the Town. Remaining Escrow balances not being billed would be returned to the applicant at the Town's discretion.

#### Subdivision

- Preliminary Subdivision Approval - \$5,000
- Final Subdivision Approval - \$5,000

#### Site Plan

- Site Plan Approval
  - Less than 1 Acre - \$2,000
  - More than 1 Acre - \$4,000



#### Special Use

- Special Use Permit Approval – Wireless Telecommunications Facility
  - Original/New - \$1,500
  - Amended - \$1,000
  - Renewal - \$800
- All Others - \$1,500

#### Environmental

- Special Exception Use Permit – Groundwater Protection Overlay District - \$1,000
- Tree Removal Permit - \$50
- Wetland and Watercourse Permit - \$750
- Steep Slopes Permit - \$300
- Stormwater Management and Erosion and Sediment Control - \$1,000

#### Zoning Changes

- Budget to be established on a project-by-project basis, for approval by the Town Board.

#### Other Matters

- Budget to be established on a project-by-project basis, for approval by the Town Board.

Example: For a project with more than 1 acre of disturbance that requires site plan review, has wetland disturbance, steep slope disturbance, and requires a SWPPP, the initial fee would be \$6,050.

#### ***Construction Oversight***

This Escrow Fee for construction inspections and oversight will be established as part of the project approval for review and approval of the approving Board. This amount will not be exceeded without prior notification to the applicant. Any increases in Escrow fees during construction would be a result of changed conditions, and subject to subsequent approval by the approving Board.

#### **AUTHORIZATION**

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.



## **Task Order 2**

### **Non-Escrow Based Town Engineering Support**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran prepare a Task Order to include the services required to support the general operations of the Town. These services will be Non-Escrow based, and paid directly by the Town to Woodard & Curran. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/2009.

The activities have been identified based on the functions of the engineering department to include:

- Respond to drainage complaints by meeting with the public and Highway Department personnel to resolve the complaint.
- Provide engineering consulting services to the Town Board, Planning Board, Zoning Board of Appeals (for other than pending applications); and other Town Departments such as Parks, Library, Highway Department, Water and Sewer Department.
- Meet with the public upon request.

In addition, there may be other Non-Escrow based needs in support of Planning and Engineering , including:

- Assistance with improving the process for SPDES MS4 compliance monitoring and reporting;
- Assistance with engineering matters associated with Town-initiated projects.

#### **SCOPE OF SERVICES AND FEE**

The scope of services associated with Non-Escrow Based Engineering Support will be focused on providing engineering input and guidance to ensure compliance with local, State and Federal regulations as well as sound engineering judgment and practice. The fee for these services will be established based on the scope of work for each task and billed on either a lump sum or time and materials basis.



Woodard & Curran will provide these Non-Escrow based services only after specific notification to and approval of the Town Supervisor and a specific level of effort and budget. Upon completion of the activity, Woodard & Curran will provide detailed documentation of the specific activity completed.

#### **AUTHORIZATION**

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.

Woodard & Curran Engineering  
and Geological Services P.A. P.C.  
800 Westchester Avenue  
Suite N507  
Rye Brook, New York 10573  
www.woodardcurran.com

T 800.426.4262  
T 914.448.2266  
F 914.448.0147



## **Task Order 3**

### **Fee Based Town Engineering Services**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran provide Town Engineering Services in support of the issuance of environmental permits, and response to environmental violations. The support would be provided to the existing Principal Engineering Technician (Civil), and will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/09.

The services included in this Task Order are Fee based and will be completed in accordance with a fixed cost structure for the various permit types. The fixed cost structure will establish the Woodard & Curran fee to assist with the review of each permit type. This fee was determined in accordance with our existing rate structure with the Town on a time and materials basis.

#### **SCOPE OF SERVICES AND FEE STRUCTURE**

The scope of services is organized into two categories: Permit Review and Approval, and Assistance with Violations. The specific activities that will be completed as part of each activity are provided below.

##### **Phase 1 - Permit Review and Approval**

The Town of Somers issues several environmental permits, including: Stormwater Management and Erosion Control; Tree Preservation; Wetland and Watercourse Protection; and Steep Slope Protection. The permits that are required for a specific project or building permit application are identified based on an Environmental Determination completed by the Town Engineering Department. The permits are then issued, depending upon the extent of the activity, administratively (based on a review of the engineering department), or after review and approval of the activity by the Planning Board.



Based on discussions with the Town Planner, we anticipate that the Environmental Determination will be prepared and completed by the Principal Engineering Technician (Civil), with little or no routine input from Woodard & Curran. The services that will be provided in support of Permit Issuance at the Administrative and Planning Board level are as follows:

*Administrative Permits* — Projects determined to be administrative will be reviewed in detail by the Principal Engineering Technician (Civil). Where requested by the Principal Engineering Technician, Woodard & Curran will meet with the Principal Engineering Technician (Civil) to review the project and findings after or as part of a brief site visit. Based on this review meeting, the Principal Engineering Technician (Civil) will issue any follow-up memoranda to the applicant and prepare the final permit documentation that is required.

Woodard & Curran has established a set Fee associated with the review and approval of Administrative Permits. The Fee is based on the assumption that on balance the administrative permit review process would be completed within an average 30 minute period per application, for a fee of \$150 per Application. This Fee will be billed on a time and materials basis in accordance with our approved rate table. The Fee for administrative permit review and approval will be reviewed and adjusted annually to account for the actual time spent. The Fee applies as follows:

<b><i>Administrative Permit</i></b>	<b><i>2023 Fee</i></b>
Environmental Determination	No Fee
Tree Preservation	No Fee
Stormwater Management and Erosion Control	\$150
Wetland and Watercourse Protection	\$150
Steep Slope Protection	\$150

Planning Board Permits - Project determined, based on the Environmental Determination completed by the Principal Engineering Technician (Civil), to require review and approval by the Planning Board will require additional services to those identified for Administrative Permits. An escrow account will be established through the Planning Board to cover the engineering costs associated with these services. Applications for Environmental Permits determined to require Planning Board approval will be identified by the Principal Engineering Technician (Civil) at the Environmental Determination stage, and an escrow fee established to provide the necessary review with the Planning Board. These services will be included in Task Order 1 Escrow Based Town Engineering Services.



## **Phase 2 - Assistance with Violations**

Based on a review of the duties and functions of the Town Engineer, it may also be necessary for Woodard & Curran to support the Principal Engineering Technician (Civil) in response to complaints from Town residents regarding violations of Town codes. The process for responding to resident complaints is as follows:

1. Complaint received and documented by the Principal Engineering Technician (Civil).
2. Principal Engineering Technician (Civil) to conduct a site visit to determine whether there is a condition that is a violation of Town Code. The Principal Engineering Technician (Civil) will photo-document the condition and will prepare a report/memorandum summarizing the complaint, response, and findings.
3. In the event of a confirmed violation, the Principal Engineering Technician (Civil) will notify Woodard & Curran of the occurrence and provide appropriate documentation.
4. If required, Woodard & Curran principal engineer will visit the site to understand the condition and supplement (if necessary) the documentation prepared by the Principal Engineering Technician (Civil).
5. If required, Woodard & Curran will meet with the Principal Engineering Technician (Civil) to determine a course of action to address the condition. Based on this meeting, the Principal Engineering Technician (Civil) will prepare paperwork associated with the violation. The Principal Engineering Technician (Civil) will monitor the remediation of the condition that resulted in the violation, and Woodard & Curran will provide support to the Principal Engineering Technician (Civil) during this process until restoration is complete.

The Fee for these services will be billed on a time and material basis in accordance with our approved rate schedule. The Woodard & Curran Fee will not exceed restitution from the violating party. The restitution includes the doubling of the application fee for any resulting Environmental Permit required to rectify the violation and fines established through legal proceedings. The Fee will not exceed restitution amounts without prior approval and authorization from the Town

## **AUTHORIZATION**

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.



## **Task Order 4**

### **Planning Department Support**

#### **INTRODUCTION**

The Town of Somers has requested that Woodard & Curran prepare a Task Order to provide services in support of the Planning Department. These services will be Non-Escrow based, and paid directly by the Town to Woodard & Curran. These services will be provided under the Terms and Conditions of the Master Services Agreement (MSA) between Woodard & Curran and the Town of Somers dated 3/11/2009.

#### **SCOPE OF SERVICES AND FEE**

This extension of our existing engineering professional services support provides the Town with coverage for technical support and guidance to administrative staff in coordination with the Town's Consulting Planner.

Woodard & Curran will provide the Town with approximately 4 hours per week of technical support to the Planning and Engineering Departments' existing administrative staff, including the following services:

- Assist with inquiries from the public and business community;
- Provide input on Planning Board Agendas;
- Provide technical assistance during Planning Board meetings;
- Prepare Planning Board meeting minutes;
- Coordinate existing and future Town-secured grant applications and paperwork;
- Work with the Town's grant consultant to support Town grants;
- Prepare infrastructure-related grant applications (ie – water, sewer, stormwater, highway);
- Provide technical input on Town infrastructure and engineering matters;
- Coordination with regulatory agencies on Town matters (ie – WCDOH, NYSDOT, NYSDEC);
- Assist Town departments with capital and strategic planning; and





- Other duties as budget allows.

Technical review of applications to the Planning Board will be performed as part of a separate agreement for those services.

The Town's existing Planning and Engineering administrative staff will continue to perform their existing duties, including:

- Prepare Planning Board meeting agendas;
- Prepare Public Hearing Notices for Planning Board Environmental items;
- Prepare and distribute circulation list to applicants, at the direction of the Planner;
- Prepare and distribute agenda letters to applicants, at the direction of the Planner;
- Prepare and distribute Lead Agency Notices and Findings, at the direction of the Planner;
- Compile and distribute Planning Board item submittals, at the direction of the Planner;
- Respond to Planning emails, in coordination with the Planner; and
- Answer Phone calls with Planning Questions/Concerns, in coordination with the Planner.

If the capacity of Town staff changes, such as through addition of a Planning Board Secretary, we will revisit our Scope of Services to rebalance our work with Town resources.

Woodard & Curran will provide the services above on a Time and Materials basis. Woodard & Curran's service will be provided accordance with our March 11, 2009 authorized Terms and Conditions and our current Rate Table with the Town at the time of service.

Woodard & Curran will target an estimated average fee of \$3,000 per month, plus additional fee on a Time and Materials basis for specific authorized support tasks.

## **AUTHORIZATION**

In accordance with the provisions of the MSA between Woodard & Curran and the Town of Somers, all individual Task Orders require specific approval and authorization from the Town. Executing this Task Order is an authorization to proceed on the scope of work outlined in this Task Order for the fee structure identified.

Sent to:  
TB, TA, TC  
1/16/26  
KD

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and Geological Services P.A. P.C.  
800 Westchester Avenue | Suite N507  
Rye Brook, New York 10573  
www.woodardcurran.com

T 800.426.4262  
T 914.448.2266  
F 914.448.0147

RECEIVED

DEC 31 2025

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS



Via Electronic Mail

December 31, 2025

Robert Scorrano  
Town Supervisor  
Town of Somers  
335 Route 202  
Somers, NY 10589

RE: Proposal for Engineering Design Service  
Somers Business-Historic Preservation District Water Main

Dear Supervisor Scorrano:

Woodard & Curran is pleased to provide Town of Somers (Town) with this proposal to provide Professional Engineering services related to the ongoing design and regulatory support for a new water main and water district serving a portion of the business hamlet around the Town House, where there are historic and current issues with groundwater quality.

Below please find our Project Understanding and proposed Scope of Work and Budget.

### PROJECT BACKGROUND AND UNDERSTANDING

In response to PFAS exceedances of New York State Maximum Contaminant Levels at the Town Hall well water source and neighboring properties, the Town intends to form a new water district that will serve Somers Town Hall and neighboring properties that are currently served by well water. The new water main will connect to the existing Heritage Hills Water District operated by Veolia, with the Town purchasing treated water from Veolia.

This new main is approximately 3,200 linear feet. The water main will connect to the Heritage Hills (Veolia) water system at the start of Heritage Hills Drive on Route 202. The water main will continue along Route 202, turn north on Route 100, and possibly extend onto Scott Drive and Hope Lane as project budget allows.

The establishment of this water supply has been underway for several years. In recent months, the Town has assisted Veolia with the modification of their Water Supply Permit to allow for this connection to the Town and has regularly presented its progress towards resolving the PFAS exceedance in administrative hearings with the Westchester County Health Department. The Town has secured several grants to fund the construction of this project, and time is of the essence to proceed with the project to meet the Town's obligations to the Westchester County Health Department, the funding agencies, and to protect public health.

### SCOPE OF SERVICES

The Woodard & Curran team will provide design services in the following 3 phases:

- Phase 1: Interim Design



- Phase 2: District Formation
- Phase 3: Funding Applications

#### Phase 1 – Interim Design

Woodard & Curran will advance water main design for resubmittal to WCDOH and NYSDOH to address review comments on initial draft design. Woodard & Curran will update the engineering plans, engineer's report, and DOH-348 form during this interim design stage. Additional detailed design for final permitting and construction will be required following completion of additional survey and geotechnical investigations and authorized under a separate agreement.

Woodard & Curran will also support the Town with correspondence and attendance at administrative hearings with WCDOH and correspondence with NYSDOH.

#### Phase 2 – District Formation

A new District Formation will be required for the service area, planned to be known as Somers Water District Number 2. Woodard & Curran will support the new district formation process by preparing the required Map, Plan and Report. Woodard & Curran will also assist with preparing and participating in presentations to the Somers Town Board, impacted properties, and public hearings for district formation.

#### Phase 3 – Funding Applications

Woodard & Curran is currently working with several funding agencies to complete the necessary technical submittals and administrative paperwork to enter into funding agreements for the project. These include work plans, subcontractor utilization plans, environmental impact reviews, and related correspondence and engineering analyses. Additional design updates may be required based on the applicable Terms and Conditions for each funding agency. Additional effort is required to develop and submit project documentation to USEPA and NYSEFC in support of the funding applications.

### **SCHEDULE**

The following are anticipated milestones for this project:

- Phase 1: design submittal in January 2025, with ongoing administrative hearing support through May 2025.
- Phase 2: Draft Map, Plan and Report in January 2025, with district formation support through Spring 2025.
- Phase 3: ongoing through May 2025.

The overall schedule is anticipated to be approximately 5 months. During this time, additional authorizations may be requested for field investigations, final design, and bidding support.



## ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- Final Design, Bidding and Construction phase services are not included in this contract scope. Additional funding for these phases will be requested, following completion of field investigations.
- The Town will pay all fees from outside agencies, including permit fees and bid advertisement fees, directly.
- The Scope of Services and Budgets included in this proposal may require modification as project details develop. Modifications or adjustments requested will be provided as an amendment to this agreement.

## BUDGET

The proposed budget for completion of the work described herein is summarized below:

Description of Work	Budget
Phase 1 – Interim Design	\$16,000
Phase 2 – District Formation	\$30,000
Phase 3 – Funding Applications	\$20,000
<b>Total Fee</b>	<b>\$66,000</b>

## TERMS AND CONDITIONS

Terms and Conditions of this work shall be conducted as part of our March 17, 2022 Non-Escrow Based Town Engineering Support agreement and March 11, 2009 Master Services Agreement with the Town. Before work proceeds, we will incorporate the flow-down contractual provisions of the applicable funding agreement(s) to allow this work to be reimbursed to the extent possible. If you accept this proposal and wish to proceed, please indicate your agreement by signing this letter. Please return a copy for our records.

## CLOSING

We greatly appreciate this opportunity to offer our engineering services. If you accept this proposal and wish to proceed with the Scope of Services, we will provide services in accordance with our Principal Services Agreement referenced above. Thank you for allowing Woodard & Curran to continue our work with the Town of Somers.

Please feel free to contact us at (914) 380-3011 if you have any questions regarding this proposal or require any further information.

(signatures next page)



Sincerely,

Woodard & Curran Engineering and Geological Services P.A. P.C.

A handwritten signature in black ink, appearing to read "AC Catalano".

Anthony C. Catalano, P.E., BCEE  
Vice President

A handwritten signature in black ink, appearing to read "Steven C. Robbins".

Steven C. Robbins, P.E., LEEP AP  
Sr. Technical Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

**AUTHORIZATION BY:**

THE TOWN OF SOMERS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

Sent to:  
TB, TA, TC  
11/20/26  
KD

Kim DeLucia

---

**From:** dot.sm.mo.TAP-CMAQ <dot.sm.mo.TAP-CMAQ@dot.ny.gov>  
**Sent:** Wednesday, November 26, 2025 2:14 PM  
**Subject:** 2025 Transportation Alternatives (TAP) Solicitation

Hello,

We wanted to make you aware that the 2025 TAP solicitation was released on November 12, 2025. All materials including the NOFA, Guidebook, Statewide Financial System (SFS) application questions, application supporting documents, and Sponsor Workshop registration can be found on the TAP website – [www.dot.ny.gov/TAP-CMAQ](http://www.dot.ny.gov/TAP-CMAQ).

A few key dates to keep in mind:

**Sponsor Workshop:** December 4, 2025, at 9:00am  
December 8, 2025, at 1:00pm  
**Pre-review submission deadline:** January 15, 2026  
**Sponsor will receive feedback by:** February 5, 2026  
**Sponsor Application Deadline in SFS:** March 12, 2026

Please note that for this solicitation, the Application Pre-Review process is **mandatory**. This process allows for a thorough review of applications and allows the sponsor to receive meaningful feedback that can be incorporated into the final application. Information regarding the application pre-review will be discussed during the Sponsor Workshop.

Please email [TAP-CMAQ@dot.ny.gov](mailto:TAP-CMAQ@dot.ny.gov) if you have any questions.

Thank you.

## Kim DeLucia

---

**From:** Sofia Ohrynowicz <sohrynowicz@m-strat.com>  
**Sent:** Friday, December 26, 2025 12:21 PM  
**To:** Robert Scorrano; Steve Woelfle; Tammi Savva; Kim DeLucia  
**Cc:** Taryn Pronko; David B. Smith; Steve Ralston  
**Subject:** Somers - TAP Pre-Application  
**Attachments:** Somers - Checklist 2025 TAP.docx; 2025 ROW Worksheet.pdf

Good afternoon,

I am reaching out to get started on the NYS DOT Transportation Alternatives Program pre-application, due January 15<sup>th</sup>. As a reminder, we are pursuing an application for the Complete Streets project along Route 202 and 100. Please let me know who will serve as the main point of contact for the development of this application.

Attached is a checklist of the items required for the pre-application and final application, as well as a required attachment form (described below). I strongly recommend you read the checklist in full. At a glance, we need the following for the pre-application submission:

- NYS SFS Vendor Portal Access, to initiate the application
- Draft ROW Worksheet (provided by the state, PDF attached here)
- *(only if applicable)* Information on anticipated utility needs and railroad involvement

Please let me know if you have any questions. I can also help direct you to support for the NYS SFS Vendor Portal, and how to add me as a user, if needed. The Town's Comptroller may already have access to this portal.

Thank you,  
Sofia

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**Sofia Ohrynowicz**  
**Senior Grant Manager**  
**Millennium Strategies**  
25 Smith Street  
Nanuet, NY 10954  
Cell: (845) 521-2235  
She/her/hers



**Department of  
Transportation**

## **2025 TAP Application Pre-Review Coversheet**

Fill in the information below and submit with the application Pre-Review materials.

**NOTE:** Project scope, budget, schedule, maps, right-of-way information and other relevant details should be included with the submission of the application Pre-Review package. Providing adequate information allows NYSDOT staff to offer the Sponsor useful feedback on as many of the project components as possible.

**Sponsor:**

**Project Title(s):**

(Enter the project title as it was entered in SFS.)

**Application #:**

**NYSDOT Region:**

Save and Email the completed Application Pre-Review Coversheet and supporting materials to:

[TAP-CMAQ@dot.ny.gov](mailto:TAP-CMAQ@dot.ny.gov)

*Include the application number in the subject line of the email.*



1. **ENTER PROJECT TITLE\***
2. **Sponsor Information**
  - a. Enter Sponsor name \*
  - b. Select Sponsor Type \*
3. **Sponsor's Responsible Local Official (RLO)**
  - a. Enter RLO Name\*
  - b. Enter RLO Street Address\*
  - c. Enter RLO City, State, Zip code\*
  - d. Enter RLO Email Address\*
4. **Sponsor Primary Contact (PC) (This is the person responsible for this application).\***
  - a. Enter PC Salutation
  - b. Enter PC First Name\*
  - c. Enter PC Last Name\*
  - d. Enter PC Official Title \*
  - e. Enter PC Email Address\*
  - f. Enter PC Phone Number. (XXX-XXX-XXXX)\*
  - g. Enter the date the Sponsor attended the TAP workshop\*
  - h. Enter the number of federal aid transportation projects the Sponsor has completed within the last 5 years. \*
  - i. Enter the number of currently active federal aid projects. \*
  - j. Describe if the Sponsor had difficulty delivering federal aid project(s) in the last five years (e.g., withdrawal, repayment, financial penalty, non-compliance with federal requirements, Federal Aid Ineligibility Notice)? If yes, explain. \*

**5. Project Categories**

- a. Select the number 1-8 that corresponds to the category that best represents the project. Refer to the Guidebook (page 10) for project category listing. Selection of a category is not a guarantee of funding under that category. (1-8)\*

**6. Project Location**

- a. Enter the Congressional District where project is located. 1<sup>st</sup> -26<sup>th</sup> \*
- b. Select the County where the project is located. \*
- c. Select the State's Metropolitan Planning Organizations (MPO), where the project is located. If Not, select N/A. \*
- d. Enter the Project limits (closest street, intersection, etc.) \*
- e. Attach a Map of the proposed project location. (PDF Format) \*
- f. Attach Regional Planning Office Concurrence Form for projects on the state system.
- g. Enter the Latitude Coordinates. Include all 6 decimal points. (A central point is sufficient.) \*
- h. Enter the Longitude Coordinates. Include all 6 decimal points. (A central point is sufficient.) \*

**7. Project Short description (more details will be entered below). \***

- a. Describe the project in two sentences. The first sentence should describe what will be constructed or implemented and the second should describe the beneficial outcome(s).

## 8. Project Details

- a. Provide a description of the project and how it will benefit the affected community or area. (Examples can include how the project enhances accessibility, mobility, modal connections, the trip experience, the community's transportation character, street network vibrancy, walk-ability, safety, complies with the Americans with Disabilities Act (ADA), reduces emissions or congestion, etc.). Be sure to include how the project relates to a surface transportation problem/need. (See next question if more space is needed to respond.) \*
- b. Use this space if more room is needed for the previous question.
- c. Does the project address a safety issue? If yes, describe. If no, enter N/A. \*
- d. Is the project referenced in a regional, state or local plan? (e.g. Comprehensive Master Plan, Corridor Plan, Scenic Byway Plan, Regional MPO Plan, ADA Transition Plan, Smart Growth Plan or Complete Streets Plan) \*
- e. Provide name of the plan and a link to the plan.
- f. Use this space if more room is needed for the previous question
- g. Describe the access restriction, If the completed project is not available or open to the public (24 hours/day, 7 days/week, 365 days/year). If there are none, enter N/A. \*
- h. Describe Maintenance and Operation plans for the project's service life. \*

**9. Project Status**

- a. Select the Project status\*

**10. Environmental Review Status**

- a. State Environmental Quality Review Act (SEQR): Select what best describes the project's SEQR status? \*

- b. Explain the status for previous question. If Environmental Determination was selected, enter the determination date. \*

- c. National Environmental Policy Act (NEPA): Select what best describes the project's NEPA status? \*

- d. Explain the status for previous question. If Environmental Determination was selected, enter the determination date. \*

- e. Will the project potentially affect any district, site, building, structure, or object that is listed, or eligible for listing on the National Register of Historic Places? If yes, provide details. \*

- f. Is utility relocation required within the project boundaries? If yes, provide details. \*

- g. Describe any unusual/unique features or issues which may hinder or slow the project's delivery. If no unusual features, enter N/A. (See next question if more room is needed.) \*

- h. Use this space if more room is needed for the previous question.

#### **11. Project Deliverables**

- a. Enter the anticipated project implementation date? NOTE: For infrastructure projects enter the anticipated construction letting date. For non-infrastructure projects enter the anticipated contract agreement date. \*
- b. Enter the status of the Final Design Report? \*
- c. Enter the anticipated Final Design Report completion date? If N/A leave blank.
- d. Enter the status of the Advanced Detail Plans (ADPs)? \*
- e. Enter the anticipated ADPs completion date? If N/A leave blank.
- f. Enter the status of the Bid Proposal documents including Plans, Specifications and Estimates (PS&E)? \*
- g. Enter the anticipated completion date of the Bid Proposal Documents including PS&E? If N/A leave blank.
- h. Enter Yes if the anticipated project implementation/construction letting date within 24 months of State-Local Agreement (SLA) execution? NOTE: SLA is typically locally executed within 3 – 6 months after project selection. If No, please provide detail. \*
- i. Enter the anticipated project completion date? \*
- j. Describe any additional factors to help deliver the project. (cost effective solutions, use of donated materials, leveraging of partnerships or funding sources, greater than 20%, etc.)

## **12. Right of Way (ROW)**

- a. Describe ROW needs. If ROW is not needed, enter N/A. \*
- b. Enter the number of anticipated ROW acquisitions? \*
- c. Enter the number of anticipated ROW leases? \*
- d. Enter the number of anticipated ROW easements? \*
- e. Attach ROW Worksheet. (PDF Format) \*
- f. Describe if the project cross, conflict with or involve any Railroad ROW? If YES, provide details. \*
- g. Provide any additional project information that should be considered.

## **13. Project Costs**

- a. Enter Total Project Cost\*
- b. Enter Federal Amount Request (max \$7 million) \*
- c. Enter Local Match\*
- d. Attach Budget Summary Worksheet (PDF Format) \*
- e. Attach a detailed Budget Cost Estimate (PDF Format). \*

## **14. Attach all documents as PDFs**

- a. Attach the completed Pre-Review Comment Form (PDF Format) \*
- b. Attach Project Schedule (PDF Format) \*
- c. Attach Match Assurance Documentation (PDF Format) \*
- d. Attach Letters of Support (PDF Format) \*
- e. Attach any other supporting documentation (i.e. pictures). (PDF Format)

Sent to:  
TB/TATC  
1/16/26  
KD

January 14, 2026

Vito Andriano

RECEIVED

JAN 15 2026

PLANNING-ENGINEERING  
TOWN OF SOMERS

To the Town of Somers Engineering Department:

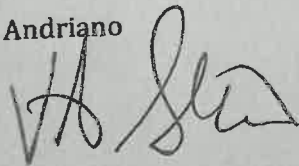
As developer of the final phase of the subdivision "The Land Grant" and a 35 year resident residing on Dr. Tonys Road, I have been witnessing the need of a stop sign at the bottom of Wittmann Drive intersecting with Cobbling Rock Road.

As common driving sense would tell you to stop at this T intersection, most are coasting through it. This intersection might turn into a bus stop area, so we need to be proactive in preventing a dangerous situation.

Thank you for your attention on this issue.

Sincerely,

Vito Andriano



RECEIVED

JAN 15 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

## Kim DeLucia

---

**From:** Chuck Dammeyer  
**Sent:** Friday, January 2, 2026 1:46 PM  
**To:** Kim DeLucia  
**Cc:** Tom Tooma; Stephanie Cutaia; Denise Schirmer  
**Subject:** Town Board Agenda - 18 Tighe Road  
**Attachments:** 18 Tighe Rd. Proof of Ownership.pdf; 18 Tighe Rd. Requet to Waive Violations.pdf

*Handwritten notes:*  
Sent to:  
TB, TA, TC  
1/15/26  
KD

Kim,

Please see the attached request to waive chapter 67 against 18 Tighe Rd. & proof of ownership for same.

The owners of 18 Tighe Rd. have violations for electrical & gas work & have appeared before Somers Town Court for the electrical violations.

The Building Department has no objection to the town board waiving chapter 67 so that the owner can bring the property into compliance and , so that they may obtain permits to correct these issues.

Please advise us on which Town Board meeting this will be addressed

Chuck Dammeyer  
Asst. Building Inspector  
Town of Somers  
914-277-3539



RECEIVED

JAN - 2 2026

12/29/2025

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

Request for Waiver of Electrical (and Gas) Violations – 18 Tighe Road

Dear Members of the Town Board,

I am writing to respectfully request a waiver, pursuant to Section 67.5 of the Somers Town Code, for the existing electrical violations issued against the property located at 18 Tighe Road, Somers, New York.

I am in the process of addressing and correcting all electrical issues at the property and have submitted an application for the required electrical permit. In order for the Building Department to proceed with issuing this permit, I understand that a waiver from the Town Board is required. I respectfully request this waiver so that the electrical work may be properly permitted, inspected, and brought into full compliance with the applicable codes.


Additionally, I acknowledge that gas work was recently performed at the same property without a permit. I understand that this work must also be properly permitted and inspected, and I am prepared to submit the necessary gas permit application immediately. I respectfully request that the Town Board also consider allowing this matter to be addressed through the permitting process so that the gas work may be inspected and corrected as required.

My intention is to fully comply with all Town of Somers codes and requirements and to resolve these matters as promptly as possible. I appreciate the Town Board's consideration of this request and your assistance in allowing me to move forward in bringing the property into compliance.

Please do not hesitate to contact me should you require any additional information.

Thank you for your time and consideration.

Sincerely,

Owner,   
Leiby Feder

Date of this notice: 07-13-2023

Employer Identification Number: 93-2358196

Form: 990

Number of this notice: 1

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2358196. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

Sent to:  
TB, TA, TC  
1/16/26  
KD

RECEIVED

JAN - 8 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS



**Gina Arena**

January 1, 2026

Robert Scorrano  
Town Supervisor  
Town of Somers  
335 Route 202  
Somers, NY 10589

Dear Supervisor,

Please accept this letter as my formal resignation from the Veteran's Committee, effective November 6, 2025. It has been a privilege to serve on the committee and contribute to the community through work with our town's veterans. I have been with the committee since the beginning, and a lot of great work has been done, especially through the work of Kate O'Keefe.

As we know, I have been appointed as a town councilwoman for the Town of Somers, and this appointment precludes me from serving on the committee, but I am appreciative that you have made me a liaison to the committee to further work with these wonderful veterans.

Again, thank you for the wonderful opportunity to work alongside such a talented team.

Sincerely,  
Gina Arena

## Kim DeLucia

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**From:** Kim DeLucia  
**Sent:** Friday, January 16, 2026 9:30 AM  
**To:** Roland Baroni; Patricia Kalba; Anthony Ciriaco; Bill Faulkner; Gina Arena (garena@somersny.gov); Richard Clinchy; Robert Scorrano  
**Subject:** January 22, 2026 TB Regular Meeting Agenda Item: N. Pasalides - Resignation - Partners in Prevention Committee

*Sent to:  
TB, TA, TC  
1/16/26  
KD*

Please see email below from Nick Pasalides.

Thank you,

*Kim*

**Kim DeLucia**  
Executive Assistant to  
Robert Scorrano, Town Supervisor  
TOWN OF SOMERS  
335 ROUTE 202  
SOMERS, NY 10589  
Phone: 914-277-3637  
Fax: 914-276-0082  
WWW.SOMERSNY.GOV

---

**From:** Denise Schirmer <dschirmer@somersny.gov>  
**Sent:** Monday, January 12, 2026 10:07 AM  
**To:** Kim DeLucia <kdelucia@somersny.gov>  
**Cc:** Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>  
**Subject:** Fw: January 17th - Coverage Needed for Table at Somers High School Wrestling Tournament

Good morning. If you can, please get this on the agenda of the next town board meeting. I would appreciate it. Thank you.

Denise

Get Outlook for iOS

---

**From:** Nicholas Pasalides  
**Sent:** Monday, January 12, 2026 9:46:14 AM  
**To:** Denise Schirmer <dschirmer@somersny.gov>  
**Cc:** Kathy Cucchiarella  
**Subject:** Re: January 17th - Coverage Needed for Table at Somers High School Wrestling Tournament

Good morning Kathy and Denise,

Please allow this email to serve as my formal resignation from the board. Unfortunately due to health issues, work scheduling and family obligations I cannot devote the time to the board that it truly deserves.

It has been a pleasure working with and thank you for the opportunity

Kindest regards,

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**

WESTCHESTER COUNTY, N.Y.



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

SOMERS TOWN HOUSE  
835 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.gov](http://www.somersny.gov)

Steven Woelfle  
Principal Engineering Technician  
[swoelfle@somersny.gov](mailto:swoelfle@somersny.gov)

David B. Smith  
Town Planner  
[directorofplanning@somersny.gov](mailto:directorofplanning@somersny.gov)

Date: January 14, 2026  
To: Director of Finance T10(914)  
From: Steven Woelfle SW  
Engineering Department  
RE: Erosion Control Bond  
Manners Stormwater Management and Erosion and Sediment Control  
and Wetland and Watercourse Protection Permit  
99 Tomahawk Street  
TM: 27.13-1-25.1

RECEIVED

JAN 14 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

Attached is a check in the amount of \$500 posted by Sorrell Engineering, PLLC, 32 North Street, Beacon, NY 12508 in payment of an Erosion Control Bond for 99 Tomahawk Street.

Att.  
cc: Town Board  
Town Clerk

Sent to:  
JB, TA, TC  
1/15/26  
KS

PLANNING AND ENGINEERING DEPARTMENTS

**Town of Somers**

WESTCHESTER COUNTY, N.Y.

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

SOMERS TOWN HOUSE  
335 ROUTE 202  
SOMERS, NY 10589  
[www.somersny.gov](http://www.somersny.gov)

Steven Woelfle  
Principal Engineering Technician  
[swoelfle@somersny.gov](mailto:swoelfle@somersny.gov)



David B. Smith  
Town Planner  
[directorofplanning@somersny.gov](mailto:directorofplanning@somersny.gov)

RECEIVED

JAN 14 2026

OFFICE OF THE SUPERVISOR  
TOWN OF SOMERS

**Date:** January 14, 2026  
**To:** Town Board  
**From:** Steven Woelfle *SW*  
Engineering Department  
**RE:** Release of Erosion Control Bond and Performance Bond  
Susan F. Haft and Ridgeview Designer Builders, Inc. Subdivision  
Resolution No. 2014-01  
Received checks May 30, 2012 and September 18, 2014

This Office has no objection to the return of the following bonds:

- Erosion Control Bond \$6,738.00
- Performance Bond \$13,555.00

Please return to:

Ridgeview Designer Builders Inc.  
45 Bender Way  
Pound Ridge, New York 10576

SW/wg

cc: Town Clerk  
Director of Finance  
Eric Moss, Ridgeview Designer Builders Inc.