

OFFICE OF THE SUPERVISOR

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
WORK SESSION 7:00PM
THURSDAY, JUNE 4, 2026**
www.somersny.gov

6:00PM – Executive Session

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

A. TOWN BOARD:

1. Town of Somers – Update
2. Proposed Partial Ban on Gas-Powered Leaf Blowers - Discussion
3. Somers Planning Board Appointments – Discussion
4. Shenorock Dam Inspection – Discussion
5. Hohey's Heart Foundation – AED Grant Program FY26 – Discussion
6. Frederick McQuillan – Part-time Consulting Role Extension – Discussion
7. Koegel Park Residence – Allocation of up to \$100,000 for repair and maintenance using a combination of Recreation Fees and the Capital Project Fund Balance - Discussion

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8. Refer the request to modify “No Left Turn” sign at Lovell Street and Dunhill Drive from Melody LaRocca, to the Somers Police Department, Bureau of Fire Prevention, Department of Highways, and the Engineering Department for evaluation and recommendation.

B. PARKS & RECREATION:

1. Authorize hiring of Day Camp staff from June 29 to August 7, 2026 and continue to hire on an as-needed basis pursuant to County Health counselor-to-camper ratio regulations per memo dated May 27, 2026 from Steven Ralston, Superintendent of Parks & Recreation.
2. Request permission for the Supervisor to execute the agreement with Konica Minolta NYS Contract PM 68149 to replace the 2011 copier in the Recreation office, per memo dated May 18, 2026 from Steven Ralston, Superintendent of Parks & Recreation, retroactive to May 18, 2026.

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. Parks and Recreation Board (1- 3-year term ending 3/9/2029.)
- e. Partners in Prevention Committee (1- 3-year term ending 12/31/2026.)
- f. Planning Board (1- 7-year term ending 12/31/2026.)
- g. Planning Board (1- 7-year term ending 12/31/2029.)

2. **Upcoming Vacancies - Terms Expiring in 2026:**

- a. Affordable Housing Board (1- 2-year term ending 7/11/2026.)

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3. Authorize the hiring of Freddie Rodriguez as a probationary full-time Park Groundskeeper in the Parks and Recreation Department, Grade 4 Step 1 at an annual salary of \$50,269.00 in accordance with the CSEA contract, contingent upon successful completion of physical, drug screening, background check, and New York State driver's license verification, per memo dated May 27, 2026, from Steven Ralston, Superintendent of Parks and Recreation, effective June 15, 2026.
4. Authorize the hiring of JJ Penzo as a Part-time Available (PTA) Laborer in the Parks and Recreation Department at an hourly rate of \$20.00 per memo dated May 26, 2026, from Steven Ralston, Superintendent of Parks and Recreation, retroactive to June 15, 2026.
5. Authorize the appointment of Kate O'Keef to the Somers Assessment Board of Review to the 5-year unexpired term ending September 30, 2030.

F. PLANNING & ENGINEERING:

1. Honeybee Grove – Behind the retail shops at 265 Route 202:
 - a. Accept Honeybee Grove – BHP Referral of Site Plan Application
 - b. Review and recommendation to the Planning Board

G. POLICE: No additional business.

H. PROPOSED CONSENSUS AGENDA:

1. Accept the following checks per the May 18, 2026 memo from Steven Woelfle, Engineering Department:
 - a. \$200.00 - Erosion Control Bond
Morett Wetland and SMESC Permit
TM: 26.08-1-14
2. Authorize the return of the following Bonds per the May 19, 2026 and May 28, 2026 memos from Steven Woelfle, Engineering Department
 - a. \$500.00 - Erosion Control Bond
Utschig Stormwater Management and Erosion and Sediment Control, Steep Slopes Protection and Tree Removal Permit
#SMESCSST2024-18; TM: 48.09-1-14

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- b. \$500.00 - Erosion Control Bond
Deutsch Steep Slopes, Stormwater Management and Erosion and
Sediment Control, Tree Preservation and Wetland Permit
#SSSMESCTW2017-30
TM: 48.09-1-24

2026 Calendar

June 4, 2026	7:00pm	Town Board Work Session
June 11, 2026	7:00pm	Town Board Regular Meeting
July 9, 2026	7:00pm	Town Board Combined Work Session/Regular Meeting
August 6, 2026	7:00pm	Town Board Combined Work Session/Regular Meeting
September 3, 2026	7:00pm	Town Board Work Session
September 10, 2026	7:00pm	Town Board Regular Meeting

Sent to:
TB, TA, KD 5/15/26

Sent to
TB, TA, TC
6/1/26
KD

ENERGY AND ENVIRONMENT COMMITTEE

Telephone
(914) 277-5582

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

DON BLEASDALE
CHAIRMAN



MEMO TO: Somers Town Board
FROM: Somers Energy and Environment Committee
RE: Proposed Partial Ban on Gas Powered Leaf Blowers
DATE: May 13, 2026

The Somers Energy and Environment Committee is often in receipt of informational emails from local activist groups encouraging consideration of reaching out to their sponsoring municipalities regarding enacting various local laws or at the very least passing resolutions about environmentally sensitive subjects.

Of late, there have been numerous correspondences regarding banning or partially banning gas powered leaf blowers. The negative impacts of using this type of machinery are noise, airborne dust, allergens, animal waste, pesticides, fertilizers, carbon monoxide and other volatile compounds.

Presently, out of 47 municipalities in Westchester County, 5 have a full ban on gas powered leaf blowers and 28 have a partial ban. A partial ban allows them to be used during the height of leaf removal, mid-October to mid-December, while following the existing noise ordinance for landscaping. Currently, the noise ordinance for landscaping in the Town of Somers is 7:00 a.m. to 8:00 p.m., seven days a week, which is quite generous.

Enforcement has proven to be challenging and as a result, most recently, Bedford and Irvington have signed resolutions for a County-wide partial ban on gas powered leaf blowers.

It is the Somers Energy and Environment Committee's hope that the Somers Town Board will consider a local law to partially ban gas powered leaf blowers or pass a resolution. A change in the noise ordinance should be considered as well.

Sent to:
TB, TC
5/18/26
KO

Sent to:
TB, TA, TC
6/1/26
KO

OPEN SPACE COMMITTEE

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

Telephone
(914) 277-5582

MICHAEL BARNHART
CHAIRMAN



MEMO TO: Somers Town Board

FROM: Somers Open Space Committee

RE: Proposed Partial Ban on Gas-Powered Leaf Blowers

DATE: May 18, 2026

The Somers Open Space Committee is often in receipt of informational emails from local groups encouraging assistance in the enactment of various local laws or resolutions addressing environmentally sensitive subjects.

Of late, numerous correspondents have urged the banning or partial banning of gas-powered leaf blowers. There are serious reasons behind such calls. Numerous negative impacts associated with leaf blowers include significant noise, airborne dust, allergens, and the spread of animal waste, pesticides, fertilizers, carbon monoxide and other volatile compounds.

Presently, out of 47 municipalities in Westchester County, 5 have a full ban on gas-powered leaf blowers and 28 have a partial ban, including our neighbor, the Town of Bedford. A partial ban allows them to be used during the height of leaf removal, mid-October to mid-December, while following the existing noise ordinance for landscaping. Currently, the noise ordinance for landscaping in the Town of Somers is 7:00 a.m. to 8:00 p.m., seven days a week, which is quite generous.

Enforcement has proven to be challenging and as a result, most recently, Bedford and Irvington have signed resolutions for a Countywide partial ban on gas powered leaf blowers.

It is the Somers Open Space Committee's hope that the Somers Town Board will consider a local law to partially ban gas powered leaf blowers or pass a resolution supporting Countywide action. Additionally, the Committee urges consideration of a change in the noise ordinance that establishes acceptable levels.

Kim DeLucia

From: Bob Kehoe
Sent: Friday, May 29, 2026 1:52 PM
To: Kim DeLucia
Subject: FW: Shenorock Dam inspection
Attachments: TR-710.3011 Town of Somers - Shenorock Lake Dam_5-20-26 (ID 3610292).pdf;
2026-05-20-Lake Shenorock Dam-Inspection and Hazard Screening Proposal.pdf

Schnabel \$18,500 attached.

WSP \$25K verbal

*Sent to:
TB, TA, TC
5/29/26
KD*

From: Bob Kehoe
Sent: Friday, May 29, 2026 10:53 AM
To: Kim DeLucia <kdelucia@somersny.gov>
Cc: Robert Scorrano <rscorrano@somersny.gov>; Carolyn Brush <cbrush@somersny.gov>; Steve Woelfle <swoelfle@somersny.gov>
Subject: Shenorock Dam inspection

Kim,

Travelers is requiring us to do an inspection of the Shenorock Dam.

Quote attached from Barton Loguidice for \$10K.

Please put on June 4 agenda for TB approval.

Thanks,

Bob

From: Bob Kehoe
Sent: Friday, May 8, 2026 3:38 PM
To: ktoombs@schnabel-eng.com
Subject: FW: Dam inspection

From: Spencer, AnnMarie <annmarie.spencer@hubinternational.com>
Sent: Wednesday, April 22, 2026 2:01 PM
To: Bob Kehoe <rkehoe@somersny.gov>
Cc: Connelly, Mark <mark.connelly@hubinternational.com>
Subject: FW: Dam inspection

Dear Bob

I heard back from Travelers underwriter and they are looking for an inspection that will provide the following information:

When I view the Dam inspection levels it appears they want a combination of Regular and Comprehensive Safety Review.

This is the information they would like it to contain.

1. Hazard classification review & downstream impact potential
2. Structural integrity of the dam and related components (it spillways, intakes, etc.)
3. Review of safety aspects including safety plans, emergency action plans and continuity plans
4. Monitoring and maintenance of the dam, including repairs and changes
5. Performance history; including incidents

If you have any questions, please do not hesitate to call.

Thank you and have a nice afternoon.

Sincerely,

AnnMarie Spencer

Senior Client Executive



Risk & Insurance | Employee Benefits | Retirement & Private Wealth

Ready for tomorrow.

401 Main Street

Ridgefield, CT 06877

Direct: 203-894-3188

Office: 203-438-0404

Fax: 203-431-8789

Email: annmarie.spencer@hubinternational.com

hubinternational.com

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May 20, 2026

Mr. Bob Kehoe, Director of Finance
Town of Somers
335 Route 202
Somers, New York 10589

Re: Lake Shenorock Dam
DEC ID #231C-3968
Subj: Proposal for Safety Review
File: P710.3011

Dear Mr. Kehoe:

Barton & Loguidice, D.P.C. (B&L) is pleased to submit this proposal to assist the Town of Somers with a Safety Review for the Lake Shenorock Dam. During the renewal process, Travelers Insurance has requested that the Town of Somers perform a comprehensive Safety Review of its facility. This proposal has been prepared based upon the New York State Department of Environmental Conservation (NYSDEC) guidance, requirements outlined by Travelers Insurance, and our standard scope of services for dam safety engineering evaluations.

B&L proposes the following Scope of Services.

Scope of Services

Records Review

B&L will compile and review all available documentation related to Lake Shenorock Dam, including but not limited to:

- Prior engineering reports, drawings, and correspondence

This review will guide field evaluation and analytical tasks.

Dam Safety Inspection

A comprehensive safety inspection will be performed in accordance with 6 NYCRR Part 673.12, addressing:

- Upstream and downstream slopes (including noted scarping and vegetation)
- Crest, embankments, and abutments
- Service spillway, overflow spillway, and downstream apron
- Drop inlet and outlet works
- Evidence of seepage, erosion, settlement, or instability

Field observations will be documented on inspection forms with photographs and notes.



Hazard Classification Confirmation

- B&L will perform an updated hazard classification evaluation, including:
- Review of downstream development and inundation considerations
 - Aerial imagery and mapping review
 - Field reconnaissance

Summary Report

- B&L will prepare a Summary Report including:
- Dam description and history
 - Inspection results
 - Visual Assessment of Stability
 - Hazard classification
 - Deficiency summary
 - Recommended actions

Assumptions

- Field Measurements and Record information will be used, no survey is included.
- No Soil borings will be performed
- One site visit will be performed to perform the Safety Inspection.
- Design of repairs, if necessary, will be by supplemental agreement

Fee Proposal

B&L proposes to complete the update of the Safety Review as outlined above for a Lump Sum Fee of \$10,000.

We appreciate the opportunity to assist you. Please let us know if you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Wendell R Buckman'.

Wendell R Buckman, P.E.
Associate

WRB/jjb
Enclosure

Authorization

Barton & Loguidice, D.P.C., is hereby authorized to proceed with the services described herein in accordance with the attached Terms and Conditions.

Town of Somers

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

May 20, 2026

Robert Kehoe
Finance Director
Town of Somers, NY
335 Route 202
Somers, NY 10589

**Subject: Amawalk Lake North Dam (Lake Shenorock Dam) (NYS DEC ID No. 231-3968)
Proposal for Dam Safety Inspection and Hazard Class Screening
(Schnabel Reference 26250009.01P)**

Dear Mr. Kehoe:

Schnabel Engineering of New York (Schnabel) is pleased to submit this proposal to the Town of Somers (Town) to provide engineering services for Amawalk Lake North Dam (NYS DEC ID No. 231-3968), also known as Lake Shenorock Dam, which is located in the Town of Somers, Westchester County, NY. This work includes a visual inspection of the dam and screening-level evaluation of the dam's hazard classification in accordance with NYS Part 673 Dam Safety Regulations.

SCOPE OF WORK

Our scope of services will consist of the following tasks:

Task 1 – Dam Safety Inspection

A team of two engineers specializing in dam safety will visit the site to conduct a dam safety inspection in accordance with Part 673.12 of the NYS Dam Safety Regulations. The dam safety inspection will include visual evaluation of the physical characteristics of the visible components of the dam to identify and evaluate discernible deficiencies and issues that could compromise its integrity and safety.

Schnabel's inspection will include the following, where accessible:

- Inspection of the upstream and downstream embankment faces, embankment crest, and abutments, during which we will note the presence of soft soils, wet areas, soil sloughing, erosion, evidence of burrowing rodents, and woody plant growth.
- Visual inspection of the spillway and above-water portions of the low-level outlet (LLO) structure if present.
- Measurement of the dam's primary components including the embankment length, height, crest width, and slopes; spillway weir length, width, and crest elevation relative to the dam embankment; and pipe/culvert dimensions.
- Observation of wet areas and soil movement, if present, with qualitative evaluation of seepage flow rates.

Town of Somers

Amawalk Lake North Dam (Lake Shenorock Dam)

Proposal for Dam Safety Inspection and Hazard Class Screening

- Comparison of current conditions against previously documented conditions to identify changes or developing issues.
- Observation and measurement of the downstream area and crossings between the dam and the Amawalk Reservoir, where publicly accessible, including Tompkins Road and US Route 202 (Lincolndale Road).

As part of this task, our team will review prior documentation as provided to us by the Town. The documentation review will help us establish a baseline understanding of the condition and operation of the dam, as well as historical concerns and corrective actions. It is assumed that relevant reports will be provided by the Town in electronic format. To supplement documents made available to us by the Town, Schnabel may request electronic files from the New York State Department of Environmental Conservation (NYS DEC) Dam Safety Section.

As required by the NYS Dam Safety Regulations, the inspection will be performed by an engineer licensed in the State of New York specializing in dam safety engineering.

Task 2 – Hazard Classification Screening

We will perform a Hazard Class Screening to develop an opinion on whether the current Class A (Low Hazard) designation is appropriate or whether additional evaluations are needed.

Supplementing the data and observations collected during our dam safety inspection and document review, we will acquire and review the following information as applicable:

- Data from the NYS GIS Clearinghouse that typically includes LiDAR/DEM terrain data and orthoimagery of the upstream watershed, the dam, adjacent areas, and the downstream channel
- Dam information included in the NYS DEC dam inventory
- FEMA Flood Insurance Studies and Flood Insurance Rate Maps (if available)
- Google Earth aerial imagery
- Roadway culvert information from the New York State Department of Transportation (NYS DOT)

A qualitative review of the dam and downstream areas will be conducted using the data sources listed above to identify structures and infrastructure that could potentially be impacted by a dam breach. The limits of the assessment will be based on engineering judgement and will generally extend downstream to a point where the potential flood wave would enter a large enough water body where no significant incremental increase in flooding would be anticipated. In the case of Lake Shenorock Dam, this assessment will extend to the northern end of the Amawalk Reservoir, located approximately 0.25 miles downstream of the dam. Dam breach flows will be estimated based on the dam's height and storage, and digital terrain data will be used to estimate the elevations of downstream features.

When considering structures that might be impacted in the event of a dam failure, we will review criteria outlined in the NYS DEC Division of Water TOGS 3.1.5 – *Guidance for Dam Hazard Classification*. For example, we will consider the likelihood of flooding impacts for several residential structures located along Tompkins Road / Brookside Drive which crosses over the downstream channel and Bridge Lane which runs parallel to the downstream channel. Additionally, we will consider the possibility of roadway impacts, including Tompkins Road / Brookside Drive and Bridge Lane, which are classified by NYS DOT as Urban

**Town of Somers
Amawalk Lake North Dam (Lake Shenorock Dam)
Proposal for Dam Safety Inspection and Hazard Class Screening**

Local (Functional Class 19), and US Route 202, which is classified as an Urban Minor Arterial (Functional Class 16) and would warrant a Class B (Intermediate Hazard) designation for the dam if it were to be overtopped during a dam breach.

If this initial screening-level assessment cannot reasonably confirm the dam’s current Class A (Low Hazard) designation and rule out impacts consistent with Class B (Intermediate Hazard) or Class C (High Hazard), then additional quantitative dam breach modeling may be required that is beyond the scope of this proposal. If such additional evaluations are necessary, we would submit a separate proposal to perform a more detailed Hazard Class Assessment which would expand upon the findings of this Hazard Class Screening.

Task 3 – Inspection and Hazard Screening Report

Schnabel will prepare a report describing the dam’s condition based on observations made during the inspection as well as our opinion regarding the hazard classification. The report will include a description of the dam and its appurtenant structures, the findings of the inspection including observed conditions, field inspection forms, a photographic log of the dam and downstream structures, a summary of our review of available safety plans, recommendations for repairs at the dam to address observed deficiencies, and discussions of factors influencing our opinion of hazard classification.

SCHEDULE

We are prepared to initiate this work upon receipt of this executed proposal. Weather permitting, we anticipate completing this work within 6 weeks of receiving written authorization.

FEES

Schnabel is prepared to complete the scope of work described herein for a lump sum fee of **\$18,500** inclusive of all Professional Services, Expenses, and Travel. Services will be billed monthly as progress is made toward completion of the lump sum milestone tasks. A task-by-task breakdown of this fee is summarized in the following table.

Task	Total
Task 1 – Dam Safety Inspection	\$6,200
Task 2 – Hazard Classification Screening	\$4,400
Task 3 – Inspection and Hazard Screening Report	\$7,900
TOTAL LUMP SUM FEE	\$18,500

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Dam Breach Modeling and Inundation Mapping
- Subsurface Explorations
- A Full Engineering Assessment per NYS DEC Dam Safety Regulations

**Town of Somers
Amawalk Lake North Dam (Lake Shenorock Dam)
Proposal for Dam Safety Inspection and Hazard Class Screening**

- Environmental Studies
- Conceptual Opinions of Probable Construction Costs
- Detailed Design Services

If additional services are requested, Schnabel will provide a detailed scope and fee for review and approval by the Town prior to proceeding with any additional services.

AUTHORIZATION

Thank you for the opportunity to submit this proposal. Your acceptance of this proposal can be facilitated by signing and returning a copy of this letter. This, along with the attached Standard Contract Terms, will form our agreement for these services. Please do not hesitate to contact me at 518-387-3015 or via email at ktoombs@schnabel-eng.com should you have any questions or need additional information.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK



Keith Toombs, PE
Senior Engineer



David M. Railsback, PE
Senior Associate

LB:KST:DMR:asm

Attachments:

- (1) Standard Contract Terms and Conditions (3 pages)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

Town of Somers
Amawalk Lake North Dam (Lake Shenorock Dam)
Proposal for Dam Safety Inspection and Hazard Class Screening

ATTACHMENT 1

Standard Contract Terms and Conditions (3 Pages)

**Schnabel-Lachel Engineering, P.C. dba
SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

1. PARTIES
 - 1.1. "Engineer" means Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York and/or one of its Affiliates.
 - 1.2. The "Client" is the other party to this agreement.
 - 1.3. "Affiliate" refers to an entity that is connected or related to Schnabel-Lachel Engineering, P.C. dba Schnabel Engineering of New York through common ownership, control or contractual relationships, including but not limited to Basinger Engineering, Inc. dba Schnabel Engineering of Michigan, Schnabel Engineering South, P.C., Schnabel Engineering West, Inc., Schnabel Engineering DC, Inc., Schnabel Engineering, LLC., and Schnabel, Inc.
2. ENTIRE AGREEMENT, SCOPE OF WORK
 - 2.1. The "Agreement" between Engineer and Client consists of the (a) "Proposal", (b) these Standard Contract Terms and Conditions, and (c) any other exhibits or attachments referenced in the Proposal, which together, constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. Pursuant to this Agreement, Engineer shall provide the professional services described in the "Scope of Work" for the "Project" in the attached Proposal ("Services"). Both Client and Engineer shall mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
 - 2.2. If any modification of the Scope of Work or additional services are required by Client, compensation shall be based on the rate schedule attached to this Agreement or through the written agreement of the parties.
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
 - 3.1. Engineer shall perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No other representation and no warranty or guarantee, either express or implied, is included or intended by this agreement.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES
 - 4.1. Client will provide rights of entry and access for Engineer to perform the Services.
 - 4.2. Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of Services. Client shall advise Engineer of known or suspected underground features in the area of the work, and Engineer shall not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
 - 4.3. Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE
 - 5.1. All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to the Project outside the Scope of Work.
 - 5.2. At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents (a) any subsequent reuse or modification of them by Client or any party obtaining them through Client shall be at Client's sole risk and without liability to Engineer, (b) Client shall defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client, and (c) Engineer may retain copies of all Documents for its files. Further, Client expressly acknowledges and agrees that the Documents will contain innumerable design details, features, and concepts including some from the Consultant's library, which collectively form part of the design for the project, but which separately are and shall remain the sole and exclusive property of the Consultant. Nothing herein shall be construed as a limitation on Engineer's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.
 - 5.3. Electronic communications and CADD data transferred by email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of Documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client shall indemnify and hold harmless Engineer from and against claims, damages, and liabilities

**Schnabel-Lachel Engineering, P.C. dba
SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

for defects or inappropriate use of E-Data created or transmitted by Engineer.

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary. Client shall not distribute, publish or otherwise disseminate Documents without first obtaining Engineer's prior written consent.
- 6.2. No third party may rely upon the Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

7. ASSIGNMENT, SUBCONTRACTING

- 7.1. Neither Client nor Engineer may delegate, assign, or transfer all or any part of this Agreement, including its duties or interest in this Agreement, without the written consent of the other party.
- 7.2. Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1. Either party upon 7 days written notice may terminate this Agreement for material breach of Agreement, or immediately upon written notice for convenience. In the event of termination for convenience or material breach of Agreement by Client, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1. Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement, or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Any such agreed-upon increase to this limitation shall be in writing and signed by both Engineer and Client and which refers to this section 9.1 of this Agreement.
- 9.2. Client and Engineer agree to limit the liability of each to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or punitive losses or damages, including, but not limited to losses, damages, or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital, or claims of the other party's customer.
- 9.3. The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent permitted by law, Engineer shall indemnify and hold harmless Client, its shareholders, officers, directors, and employees, from and against any and all liabilities and damages (including reimbursement of reasonable attorney's fees and costs of defense) (collectively "Losses") to the extent caused by Engineer's negligent performance of Services under this Agreement.
- 10.2. Indemnification of Engineer. Subject to the provisions and limitations of this Agreement and to the extent permitted by law, Client shall indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents, contractors, and/or those for whom Client is legally responsible. In addition, except to the extent caused by Engineer's sole negligence, Client expressly shall defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. FORCE MAJEURE

- 11.1. Neither party shall be liable for failure to perform Services or other obligations provided for in this Agreement when such performance is prevented by an occurrence beyond the reasonable control and without fault or negligence of the affected party. The affected party shall invoke this provision by promptly giving written notice to the other party of the nature and the estimated duration and effect of the force majeure event.

12. INVOICES, PAYMENTS

**Schnabel-Lachel Engineering, P.C. dba
SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

- 12.1. Client shall pay Engineer, without retainage, within thirty (30) days from invoice date, after which payment is considered past due. Payment to Engineer shall not be contingent upon receipt of funds from third parties. Client shall pay a service charge of one and one-half percent (1-1/2%) per month (or fraction thereof) on past due payments under this Agreement.
- 12.2. In the event a lien or suit is filed to enforce overdue payments under this Agreement, upon entry of finding in favor of Engineer of a court of appropriate jurisdiction, Client shall reimburse Engineer for all costs of such lien or suit and reasonable attorney's fees in addition to accrued service charges.

13. **DISPUTE RESOLUTION**

- 13.1. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 13.2. The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
- 13.3. For any dispute adjudicated through litigation and to the fullest extent allowed by law, the parties hereby knowingly, voluntarily, intentionally, and irrevocably waive any and all rights to trial by jury for that dispute.

14. **SEVERABILITY**

- 14.1. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to render it valid, legal, and enforceable. If such modification is not possible, the offending provision shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

Kim DeLucia

From: Sofia Ohrynowicz <sohrynowicz@m-strat.com>
Sent: Tuesday, May 12, 2026 11:30 AM
To: David Burpee; Kim DeLucia
Cc: Robert Scorrano; Tammi Savva; Brian Linkletter
Subject: RE: Grant Opportunity: Hopey's Heart Foundation

Sent to:
TB, TA, TC
6/1/26
KD

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

Sounds good, thank you Sergeant! I will be in touch.

Best,
Sofia

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

From: David Burpee <dburpee@somersny.gov>
Sent: Tuesday, May 12, 2026 11:22 AM
To: Sofia Ohrynowicz <sohrynowicz@m-strat.com>; Kim DeLucia <kdelucia@somersny.gov>
Cc: Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>; Brian Linkletter <blinkletter@somersny.gov>
Subject: Re: Grant Opportunity: Hopey's Heart Foundation

Let's just ask for two for now, and then we will see what the terms are.

Thank you,

David

Get [Outlook for iOS](#)

From: Sofia Ohrynowicz <sohrynowicz@m-strat.com>
Sent: Monday, May 11, 2026 12:20:43 PM
To: David Burpee <dburpee@somersny.gov>; Kim DeLucia <kdelucia@somersny.gov>
Cc: Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>; Brian Linkletter <blinkletter@somersny.gov>
Subject: RE: Grant Opportunity: Hopey's Heart Foundation

Hello Sergeant,

Thank you for letting me know. I will plan to put together an application, but I am still waiting for the Foundation to confirm whether they have a specific brand of AED for donation. I will let you know as soon as I hear back.

In the meantime, could you let me know how many AEDs you would like to request?

Thank you,
Sofia

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

From: David Burpee <dburpee@somersny.gov>
Sent: Monday, May 11, 2026 8:00 AM
To: Sofia Ohrynowicz <sohrynowicz@m-strat.com>; Kim DeLucia <kdelucia@somersny.gov>
Cc: Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>; Brian Linkletter <blinkletter@somersny.gov>
Subject: Re: Grant Opportunity: Hopey's Heart Foundation

Hello Sofia:

Thank you for following up on this.

The short answer is yes, if there are AED's available at little or no cost to the Town, we would definitely be interested.

Our preferred brand is Stryker, because we know that they are a market leader and are proven to be reliable and are FDA approved, etc.

There are also training considerations in that it is preferable to deploy AEDs across Town facilities that look and function similar to avoid any hesitation or confusion when they are needed,

That being said though, if another approved and reputable brand was available to us at little or no cost without too many significant restrictions, I think we would accept it.

Thank you again,

David

Sergeant David R. Burpee
Somers Town Police Department (NY)
Direct = 914-705-3316
Administrative = 914-232-9622
24 hr Dispatcher = 914-277-3651

From: Sofia Ohrynowicz <sohrynowicz@m-strat.com>
Sent: Friday, May 8, 2026 3:12 PM
To: Kim DeLucia <kdelucia@somersny.gov>; David Burpee <dburpee@somersny.gov>
Cc: Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>; Brian Linkletter <blinkletter@somersny.gov>
Subject: RE: Grant Opportunity: Hopey's Heart Foundation

Hello,

Just following up on this to see if there is any interest in pursuing. I am still waiting to hear back from the program about the specific AED models they have for donation. In the meantime, please let me know if you have any other questions.

Thank you,
Sofia

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

From: Kim DeLucia <kdelucia@somersny.gov>
Sent: Wednesday, May 6, 2026 12:10 PM
To: David Burpee <dburpee@somersny.gov>
Cc: Sofia Ohrynowicz <sohrynowicz@m-strat.com>; Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>; Brian Linkletter <blinkletter@somersny.gov>
Subject: RE: Grant Opportunity: Hopey's Heart Foundation

Sgt. Burpee,

We met with Sofia today for our monthly meeting and briefly discussed this grant opportunity.

This program provides AEDs directly and is not a reimbursement grant.

I understand you are currently in the process of ordering five AEDs for the Town. Do we anticipate needing any additional units?

Sofia is also looking into the types of AEDs available through this program.

Best,

Kim

Kim DeLucia
Executive Assistant to
Robert Scorrano, Town Supervisor
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589
Phone: 914-277-3637

From: app.converge@m-strat.com <app.converge@m-strat.com>

Sent: Tuesday, May 5, 2026 10:58 AM

To: David Burpee <dburpee@somersny.gov>; Kim DeLucia <kdelucia@somersny.gov>; Robert Scorrano <rscorrano@somersny.gov>; Tammi Savva <tsavva@somersny.gov>

Subject: Grant Opportunity: Hopey's Heart Foundation

Good morning,

Please see attached for information on the Hopey's Heart Foundation's AED Program FY26. Through the AED Grant Program, the Hopey's Heart Foundation supports local governments, schools, and nonprofits through the donation of automated external defibrillators (AEDs).

Please let me know if you are interested in applying for any AEDs, or if you have any questions.

Thank you,

Sofia Ohrynowicz

Senior Grant Manager

Millennium Strategies

25 Smith Street

Nanuet, NY 10954

Cell: (845) 521-2235

▪

Hopey's Heart Foundation – AED Grant Program FY26

Deadline: The following is a breakdown of important dates related to this program

- Rolling Application Deadline

Amount: The following is a breakdown of information related to program funding

- In-kind award of AED machines

Eligible Applicants: The following entities are eligible to apply for funding through this program

- Municipalities
- Counties
- States
- Schools
- School Districts
- Non-profit 501(c)(3) Organizations

Overview: Through the AED Grant Program, the Hopey's Heart Foundation supports local governments, schools, and nonprofits through the donation of automated external defibrillators (AEDs).

Past Recipients: The following entities have previously received funding through this program

- (2022) Lake Humane Society (Mentor, OH)
- (2022) Snow Shoe Ambulance & Rescue Service (Snow Shoe, PA)
- (2019) Little Falls Public Library (Little Falls, NJ)

Please note: A link to a full list of past recipients is available [here](#).

Application Delivery: The below information is intended to assist with program submission details

- Primary Program Contact:
 - Hopey's Heart Foundation
 - (347) 330-3045
 - info@hopeysheart.org
- Application Submission:
 - Submit application online [here](#).
- Additional information or resources to assist with application development:
 - [AED Donation Grant Agreement](#)

Additional Information: [Visit Here for Further Guidance](#)

WATER AND SEWER DEPARTMENT

Town of Somers

WESTCHESTER COUNTY, N.Y.



PHILLIP QUILES
SUPERINTENDENT OF WATER
& SEWER

P.O. BOX 618
40 LAKEVIEW DRIVE
SHENOROCK, NY 10587
TELEPHONE & FAX
(914) 248-5181
WATER@SOMERSNY.GOV

Memo

DATE: May 28, 2026
TO: Town Board
FROM: Phillip Quiles, Water and Sewer Superintendent
RE: Request for Approval

I am requesting that the Town Board authorize the extension of Frederick McQuillan's part-time consulting role for an additional six (6) months. Mr. McQuillan will continue to work two (2) days per week, for a total of sixteen (16) hours weekly, to assist with billing and accounting duties at a rate of \$40.00 per hour, effective immediately.

Sent to:
TB, TA, TC
5/27/06
KD

Robert Scorrano

From:
Sent: Friday, May 22, 2026 10:33 AM
To: Robert Scorrano; Anthony Cirieco; Gina Arena; Richard Clinchy; Bill Faulkner
Cc: Patricia Kalba
Subject: RE: Dunhill Drive
Attachments: Dunhill Drive.pdf

Good morning Supervisor Scorrano, Trustee Cirieco, Trustee Arena, Trustee Clinchy, and Trustee Faulkner,

I am submitting the attached petition containing resident signatures regarding the "No Left Turn" restriction from Lovell onto Dunhill Drive. I will drop off the original for your records today.

In speaking with my neighbors, everyone agreed that they were under the impression that residents were already permitted to make this left turn to access Dunhill Drive from Lovell. We are respectfully requesting formal permission for resident access and believe this could be accomplished either by adding "Except Residents" to the existing "No Left Turn" sign or by replacing it with a "No Through Traffic" sign.

Additionally, even residents who currently travel through Park Lane to reach Dunhill Drive agree that directing additional neighborhood traffic onto their street is a cause for concern. The residents on Park Lane agree that with children playing outside, there is no need for the unnecessary traffic.

Sincerely,

From: |
Sent: Wednesday, February 25, 2026 1:26 PM
To: supervisor@somersny.gov; acirieco@somersny.gov; garena@somersny.gov; rclinchy@somersny.gov; wfaulkner@somersny.gov
Cc: townclerk@somersny.gov
Subject: Dunhill Drive

Dear Supervisor Scorrano, Trustee Cirieco, Trustee Arena, Trustee Clinchy, and Trustee Faulkner,

I hope this message finds you well. I would like to begin by expressing my sincere appreciation for all the time, effort, and dedication you put into serving our community. Your work often goes unseen, but it truly makes a difference in maintaining and improving our lovely neighborhood.

I am writing to respectfully request the Board's consideration of modifying the current "No Left Turn" sign at Lovell Street and Dunhill Drive.

At present, drivers who are unable to turn left from Lovell Street onto Dunhill Drive must proceed down Lovell Street, make a left onto 202 and turn left onto Park Lane to proceed to Dunhill Drive. Park Lane's entrance is quite narrow and includes an active driveway directly facing the turn. This situation creates unnecessary congestion and presents potential safety concerns for both residents and drivers. The additional traffic on Park Lane could be avoided if residents were permitted to make the left turn on Dunhill Drive from Lovell Street.

Several of my neighbors and I have previously been informed that residents are allowed to make this left turn because we live on Dunhill Drive. However, because this exception is not reflected in the posted signage, confusion remains. For clarity and safety, I respectfully request that the Board consider replacing the current sign with either "Residents Only" or "No Through Traffic" signage, or otherwise formally designating the exception for residents.

We believe this adjustment would reduce unnecessary traffic on Park Lane, improve safety for our residents, and provide clearer guidance to drivers.

Thank you very much for your time and thoughtful consideration of this request. We (residents on Dunhill Drive) truly appreciate your service and thoughtful leadership in our community, and I would be happy to provide any additional information if needed.

Sincerely,
Melody M. LaRocca



Virus-free www.avg.com

Petition to Modify “No Left Turn” Sign at Lovell Street and Dunhill Drive

We, the undersigned residents, respectfully request that the Board consider modifying the current “No Left Turn” sign at the intersection of Lovell Street and Dunhill Drive.

At present, residents who cannot turn left onto Dunhill Drive from Lovell Street must continue down Lovell Street, turn left onto Route 202, and then turn onto Park Lane to access Dunhill Drive. This detour creates unnecessary congestion and introduces safety concerns, particularly at the narrow entrance to Park Lane, which includes a driveway directly opposite the turn.

Allowing residents to make a left turn from Lovell Street onto Dunhill Drive would reduce traffic on Park Lane and improve overall safety and traffic flow within our neighborhood.

To improve clarity and safety, we respectfully request one of the following:

- Replacement of the existing sign with “Residents Only”
- Installation of “No Through Traffic” signage
- Formal designation and clear marking of a resident exception

We appreciate the Somers Town Board’s consideration of this request and its commitment to neighborhood safety and accessibility.

Name

Signature

Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

Steven Ralston
Superintendent

*Sent to:
TB, TA, TC
5/28/26
KD*



May 27, 2026

To: Town Board

From: Steven Ralston **SR**
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission to hire the attached Day Camp staff from June 29 – August 7, 2026 and continue to hire on an as-needed basis pursuant to County Health counselor-to-camper ratio regulations.

Thank you

C: Park Board
Director of Finance
Town Clerk

	<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>hourly</u>
1	ARIAS	MIA	Counselor	\$13.00
2	ARIAS	NAOMI	Counselor	\$13.45
3	Azzinari	Joseph	Counselor	\$13.00
4	BONIELLO	GUS	Counselor	\$13.00
5	Camardella	Alexandra	Division Head	\$20.15
6	Canavan	Lindsay	Counselor	\$13.30
7	Canino Jr	Anthony Joseph	Counselor	\$13.00
8	Cherif	Ahmed	Counselor	\$13.00
9	Cirioni	Justin	Counselor	\$13.15
10	Chikades	Jessa	Counselor	\$13.00
11	Cleary	Keira	Counselor	\$13.15
12	Cohen	Dana	Counselor	\$13.00
13	Colderbanks	Liam	Counselor	\$13.00
14	Conti	Kaleigh	Counselor	\$13.45
15	Daniyan	jordan	Counselor	\$13.15
16	DiRende	Eva	Division Head	\$20.45
17	Eames	Tyler	Counselor	\$13.00
18	Feldman	Josh	Counselor	\$13.00
19	Florez	Yesenia	Counselor	\$13.15
20	Frey	Christopher	Counselor	\$13.15
21	Frey	Nicholas	Counselor	\$13.15
22	Frishman	Jake	Counselor	\$13.00
23	Garrity	Brenna	Counselor	\$13.45
24	Garrity	Kailyn	Counselor	\$13.65
25	Gates	Kevin	Counselor	\$13.45
26	Giliberti	matthew	Counselor	\$13.15
27	Gill	Lindsay	Sports Spec	\$18.50
28	Girolamo	Russell	Counselor	\$13.30
29	Guardino	Amanda	Counselor	\$13.30
30	Hirsch	Izzy	Counselor	\$13.15
31	Hochman	Libby	Counselor	\$13.00
32	KERINS	CATHERINE	Counselor	\$13.15
33	Krawec	Michael	Medical Designee	\$29.30
34	LaRocca	Christopher	Counselor	\$13.00
35	Maccariello	Danielle	Ass't Director	\$28.75
36	Mack	Samantha	Division Head	\$20.00
37	Maoriello	Aimee	Senior Division Head	\$24.00
38	Miele	Isabelle	Counselor	\$13.00
39	Mohan	Rylie	Counselor	\$13.00

40	Morrissey	Michael	Counselor	\$13.45
41	MURPHY	MADELYNN	Counselor	\$13.45
42	Paucar	Gabriella	Counselor	\$13.30
43	Reynolds	Andrew	Sports Spec	\$18.00
44	Ritson	Harper	Counselor	\$13.00
45	Rourke	Ava	Division Head	\$20.45
46	Santore	Gabriella	Counselor	\$13.45
47	Sessa	Miranda	Counselor	\$13.00
48	Semenza	Daniel	Counselor	\$13.15
49	Solimine	Brett	Counselor	\$13.00
50	Spears	HeatherRose	Counselor	\$13.45
51	Wissa	Christian	Counselor	\$13.45

Sent to:
TB, TA, TC
5/19/26
KD

Somers Department of Parks & Recreation

PO Box 46 Somers, New York 10589

OFF: (914)-232-8441

FAX: (914)-232-8548

Email: Sralston@somersny.gov


WEB: www.somersny.gov



Steven Ralston
Superintendent

May 18, 2026

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Request for Approval

Request permission for Supervisor Scorrano to execute the attached agreement with Konica Minolta NYS Contract PM 68149 retroactive to May 18, 2026, to replace the 2011 copier in the Recreation office.

C: Director of Finance
Town Clerk
Park Board

Parks and Recreation

Negotiated pricing through NYS Contract # PM 68149

Konica Minolta - Bizhub C361i Color - 36 Pages/Minute

Replace existing Bizhub C360 (A0ED011022871)

Item Description
C361I COLOR COPIER/PRINTER WITH DF-714
MFP DELIVERY CHARGE - LEVEL ONE
BASIC NETWORK SERVICE - BNS04
PC-417 PAPER FEED CASSETTE (2500-SHEET)
RELAY UNIT RU-513
FS-539 50-SHEET STAPLE FINISHER
PK-524 2/3 PUNCH UNIT FOR FS-539
FK-514 FAX KIT (1st & 2nd LINE)
PWRFILTER W INRUSH PROTECT 120V/15A
BIZHUB SECURE



Product image may differ from actual product

Purchase Price: \$6,827.78

or

60-month DPP: \$113.80/month for hardware

B/W copies billed at \$0.00770/page

Color copies billed at \$0.05100/page

(The cost/copy above includes maintenance, service, supplies, parts, toner and staples – consumables except paper.)



KONICA MINOLTA

**Konica Minolta's Deferred Payment Plan Terms and Conditions
State of New York Contract No. PM 68149**

Thank you for your interest in utilizing a deferred payment plan (DPP) under Konica Minolta's terms and conditions referenced herein for the New York State centralized contract No. PM 68149. In the First Amendment to Contract PM 68149 the New York State Office of General Services has updated the contract terms and conditions to include the allowance of acquisitions through a DPP. The DPP is **not** a lease for equipment and does **not** amend the terms of the centralized contract. Accordingly, based on the terms and conditions of the centralized contract, title is transferred upon acceptance. Further, this document is **not** to be used for a Purchase Option Payment (POP).

Please complete the blank fields in the attached document. Instructions for the completion of each blank field are noted internally via italic print. Upon completion, please return the completed and signed document to Konica Minolta with purchase order.

This is a deferred payment plan (DPP) promotion offered as part of NYS Contract PM 68149 (Centralized Contract). The DPP provides for equipment purchased under such Centralized Contract to be obtained on a deferred, extended payment basis with no buyout due after the last monthly payment is remitted. Konica Minolta Business Solutions U.S.A., Inc. may cancel or modify this promotion. Such cancellation or modification shall not apply to any existing DPP agreements entered into under this promotion prior to the effective date of the cancellation or modification. **This is not a lease and the Contractor cannot assert a security interest in the equipment.**

The use of the term "Contractor" in paragraphs 1 through 9 shall uniformly include Konica Minolta Business Solutions U.S.A., Inc. The term "Customer" is used interchangeably with the defined term of "Authorized User."

Deferred Payment Plan Terms and Conditions
For Use With
State of New York Office of General Services
Konica Minolta Business Solutions U.S.A., In. Contract PM 68149

1. The promotion is limited to selected models as set forth on the attached price list.
2. Customer receives title upon acceptance of the equipment by the Customer in accordance with the Centralized Contract terms and conditions.
3. Customer can make a single lump sum payment for the equipment or the Customer may elect to make 12, 24, 36, 48 or 60 months depending on model (*duration period for program is at the option of the Contractor, but must be at least 12 and no more than 60 months*) equal monthly payments, depending upon the DPP term selected by the Customer (if multiple terms are offered). Monthly deferred payments are calculated by taking the Centralized Contract purchase price and dividing it by 12, 24, 36, 48 or 60 (*fill in*) months, depending upon the term offered by Contractor and the term selected by the Customer. Under no circumstances can the deferred payment price exceed the Centralized Contract purchase price.
4. Customer at its expense agrees to keep the equipment under a Konica Minolta Business Solutions U.S.A., Inc. continuous maintenance plan per Contract PM 68149 (*insert name of Contractor's plan that provides the required level of maintenance as selected by the Contractor. The maintenance plan must be an approved contract offering.*) with Contractor for the duration of the DPP (Required Maintenance). Prices and terms and conditions governing Required Maintenance shall be in accordance with the terms and conditions contained within the Centralized Contract.
5. Monthly billing will consist of the monthly deferred payment plus the Centralized Contract Required Maintenance prices set forth in the attached price exhibit. The monthly deferred payment and Required Maintenance charges will be billed monthly in arrears. The excess Click Charges, if any, will be billed quarterly in arrears.
6. Customer may pay off the DPP at any time by making a lump sum payment that is equal to the number of months remaining in the DPP Agreement multiplied by (as of the last monthly payment remitted) the monthly deferred payment (less any Required Maintenance charges).
7. Required Maintenance charges cease upon early buy out or upon completion of the DPP Agreement. At that time the Customer, at its sole option, may enter into a maintenance agreement with Contractor per the then available Centralized Contract prices and terms and conditions or reduced negotiated price.
8. This is a deferred purchase agreement. In accordance with Section 41 of the State Finance Law, the Customer shall have no liability under the DPP Agreement to the Contractor or to anyone else beyond funds appropriated and available for this DPP Agreement. In the event the Customer must cancel the DPP agreement due to the failure of its funding authority to provide funds for the succeeding fiscal period Contractor requests:

Written notice from the Customer within thirty days after receipt of an approved budget that the Customer's funding authority through no action on the part of the customer has failed to appropriate funds for the continuation of the DPP Agreement.

Certification that the canceled equipment, to the extent permitted by law, is not being replaced by equipment performing similar functions during the ensuing fiscal year.

Customer agrees to return the equipment to Contractor in good working order and that the equipment will be free of all liens and encumbrances. Customer within 30 days of receipt of final invoice agrees to pay Contractor all sums owed Contractor under this DPP Agreement up to the point funding authority expires. Customer will then be released from its obligations to make any further payments to Contractor (with Contractor retaining all sums previously paid under this DPP Agreement and title to the equipment reverting back to Contractor).

9. The Customer does not waive any rights under the Centralized Contract by selecting the DPP promotion.

Customer: Town of Somers

Signature: 

Date: 5/10/20

Printed Name: Robert Scarran

Title: Town Supervisor



Order Agreement

60-mo DPP

Check Applicable Box

Purchase

Lease

Other:

INVOICE TO Account #		SOLD TO Account # SO 0000543530		SHIP TO Account #	
Legal Name TOWN OF SOMERS		Legal Name TOWN OF SOMERS		Legal Name TOWN OF SOMERS	
Attn Line 1		Attn Line 1		Attn Line 1 PARKS AND RECREATION	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 335 ROUTE 202		Street Address 335 ROUTE 202		Street Address 82 PRIMROSE STREET, ROUTE 139	
City SOMERS State NY Zip 10589-3226		City SOMERS State NY Zip 10589-3226		City SOMERS State NY Zip 10589	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # 13-6007329		P.O. Expiration Date	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
Payment Terms: TERMS SET BY MASTER AGREEMENT		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____		Check # _____ Amount _____	

Requested Delivery Date: SEE ATTACHED

Maintenance Contract Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	ADXJ013	BIZHUB C361I W/ DF-714 36 PPM MFP	\$73.64	\$ 4,418.12	\$ 4,418.12
1	7670525506	MFP DELIVERY CHARGE - LEVEL ONE	\$0.00	\$ 0.00	\$ 0.00
1	7640018094	BASIC NETWORK SERVICE - BNS04	\$0.00	\$ 0.00	\$ 0.00
1	A87JWY5	RELAY UNIT RU-513	\$1.47	\$ 88.46	\$ 88.46
1	AAV5016	PC-417 PAPER FEED CASSETTE (2500-	\$9.96	\$ 597.70	\$ 597.70
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER	\$10.32	\$ 619.22	\$ 619.22
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	\$4.88	\$ 292.50	\$ 292.50
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)	\$6.87	\$ 412.41	\$ 412.41
1	W225015120	PWRFILTER W INRUSH PROTECT 120V/	\$2.49	\$ 149.37	\$ 149.37
1	7640015657	BIZHUB SECURE	\$4.17	\$ 250.00	\$ 250.00
QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED	
1	AAV8430	TN-328C CYAN TONER	N/A	\$ 0.00	\$ 0.00
1	AAV8130	TN-328K BLACK TONER	N/A	\$ 0.00	\$ 0.00
1	AAV8330	TN-328M MAGENTA TONER	N/A	\$ 0.00	\$ 0.00
1	AAV8230	TN-328Y YELLOW TONER	N/A	\$ 0.00	\$ 0.00
			N/A		
			N/A		

ADDITIONAL CHARGES

Network _____ Removal _____ Other _____

Additional Charges
TOTAL \$ 6,827.78
(TOTAL is exclusive of applicable taxes)

PICK-UP Requested Removal Date: 05/21/2026

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A0ED011	**BIZHUB C360 PRINTER/COPIER	A0ED011022871

COMMENTS

NYS Contract PM 68149
60-mo DPP
\$113.80/month for hardware

Maintenance Agreement

Customer Information

Sold to Acct #: <u>0000543530</u>	Payer/Bill to Acct #: _____	Ship to Acct #: _____
Name: <u>TOWN OF SOMERS</u>	Name: <u>TOWN OF SOMERS</u>	Name: <u>TOWN OF SOMERS</u>
Attn/Dept: _____	Attn/Dept: _____	Attn/Dept: <u>PARKS AND RECREATION</u>
Ste/Rm: _____	Ste/Rm: _____	Ste/Rm: _____
Address: <u>335 ROUTE 202</u>	Address: <u>335 ROUTE 202</u>	Address: <u>82 PRIMROSE STREET, ROUTE 139</u>
City: <u>SOMERS</u>	City: <u>SOMERS</u>	City: <u>SOMERS</u>
State: <u>NY</u> Zip: <u>10589-3226</u>	State: <u>NY</u> Zip: <u>10589-3226</u>	State: <u>NY</u> Zip: <u>10589</u>
Tax Exempt Customer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exemption Number: <u>13-6007329</u>	Tax Exemption Certificate must be attached when applicable.
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number: _____	PO Expiration Date: _____
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact: _____	Email: _____
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name: _____	Ph: _____

Coverage / Billing Options

Coverage Options:	MFP	Wide Format
Select Options:	<input checked="" type="checkbox"/> Supply Inclusive (See comments below for inclusions) <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*
Billing Options:	MFP	Wide Format
Initial Term in Months:	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> Other _____	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____
Flat Rate Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Meter Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Aggregate Volume:	<input type="checkbox"/> B/W <input type="checkbox"/> Color	
Effective Date:	<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)	

* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.

Maintenance Pricing								Internal Use	
								MA #:	
MFP									
Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C3611 W/ DF-7 14 36 PPM MFP		Color			0.05100			
			B/W			0.00770			
2			Color						
			B/W						
3			Color						
			B/W						

Additional Equipment on Schedule B

Wide Format									
Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

Additional Equipment on Schedule C

Comments

- TONER - BLACK AND COLOR (CYM) INCLUDED
- STAPLES INCLUDED

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	Sales Rep Number: <u>123367</u>	Sales Rep Name: <u>JAMES HODGDON</u>	Sales Rep Email Address: <u>JHODGDON@KMBS.KONICAMINOLTA.US</u>	Sales District: <u>12417</u>	Processed: <input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor
Order Taking:	<u>123367</u>	<u>JAMES HODGDON</u>	<u>JHODGDON@KMBS.KONICAMINOLTA.US</u>		
Servicing:	<u>123367</u>	<u>JAMES HODGDON</u>	<u>JHODGDON@KMBS.KONICAMINOLTA.US</u>		

Equipment Removal Authorization

Customer: TOWN OF SOMERS

Pick Up Address: TOWN OF SOMERS, 82 PRIMROSE STREET, ROUTE 139, SOMERS, NY, 10589

Contact Name: STEVE RALSTON Contact Phone: 914 232 8441

Equipment being removed from Customer's Location:

Make: <u>C360</u>	Model: <u>**BIZHUB C360 PRINTER/COPIE R</u>	Serial Number: <u>A0ED011022871</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: _____ Lease #: _____

- Upgrade to Return KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company. Buyout or upgrade quote may include an estimate of pages produced between last meter billing and date the lease obligation is satisfied or equipment is returned.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Order Package Acceptance Agreement

Customer Name/Address:

TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589-3226

Your signature below constitutes your acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00699394 time stamped 05/12/26 02:14 PM).

as governed by the terms and conditions of the Master Agreement between Us and NYS OGS - PM68149, dated 06/06/2018

If any terms and conditions contained in this Order Agreement conflict with any terms and conditions contained in the Master Agreement, the order of precedence is; (a) the transaction terms (i.e., products to be purchased, quantity ordered, delivery date, unit price, billing address, and delivery location) of the relevant Order Agreement (b) the Master Agreement and (c) the remaining non-conflicting terms of the relevant Order Agreement. Any additional, contrary or different terms contained in any confirmation, invoices or other communications, and any other attempt to modify, supersede, supplement or alter this Order Agreement or the Master Agreement, are deemed rejected by the parties and will not modify this Order Agreement or the Master Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by an officer of Konica Minolta and your authorized representative.

This Order Agreement is not binding upon us until signed by a Konica Minolta branch manager, vice president, or executive officer.

Authorized Customer Representative

Name: Robert Scorrano
(Please Print)

Signature: Robert Scorrano

Title: Supervisor

Date: 5/18/26

KMBS Representative

Name: James Hodgdon
(Please Print)

Signature: James Hodgdon

Date: 5.12.2026

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____

Somers Department of Parks & Recreation
PO Box 46 Somers, New York 10589

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

*Sent to:
TB, TA, TC
5/28/26
KD*



Steven Ralston
Superintendent

May 27, 2026

To: Town Board
From: Steven Ralston SR
Superintendent of Parks and Recreation
Re: Staff Request

Request permission to hire Freddie Rodriguez, Park Groundskeeper Grade 4 Step 1 at an annual salary of \$50,269.00 in accordance with the CSEA contract. Start Date June 15, 2026, pending the successful results of a physical, drug test, background and NYS driver's license checks.

Thank you for your consideration

C: Park Board
Director of Finance
Town Clerk

Somers Department of Parks & Recreation
PO Box 46 Somers, New York 10589

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent

*Sent to:
TB, TA, TC
5/28/26
KD*



May 26, 2026

To: Town Board

From: Steven Ralston 
Superintendent of Parks and Recreation

Re: Staff Request

Request permission to hire:

JJ Penzo
Laborer, Part Time Availability
\$20.00 per hour
Effective June 15, 2026

C: Park Board
Director of Finance
Town Clerk

Kim DeLucia

From:
Sent: Wednesday, May 20, 2026 1:20 PM
To: Kim DeLucia; Robert Scorrano
Subject: BoAR

Sent to:
TB, TA, TC
5/29/26
KD

Dear Rob:

I have been asked by Teresa Stenger, Tax Assessor, to be reinstated as a member of the BoAR. As you know I was a member for 10/15 years prior and I am available again to be a member.

Please let me know if this is possible for this years grievance day - June 16, 2026

Thank you so much and I look forward to hearing from you.

Best,
Kate

Kathleen M. O'Keefe
Licensed Associate Real Estate Broker
Billingsley Realty

Kim DeLucia

From: David B. Smith
Sent: Wednesday, May 27, 2026 5:45 PM
To: Robert Scorrano; Anthony Ciriaco; Gina Arena; Richard Clinchy; Bill Faulkner
Cc: Kim DeLucia; Tammi Savva; Wendy Getting; Nicole Montesano
Subject: Re: Honeybee Grove
Attachments: About Honeybee Grove LLC - To Planning Department 2026 compiled.pdf; Honeybee Grove review memo 5-26-26.pdf

*Sent to:
TB, JA, TC
6/1/26
KD*

Rob et al,

As discussed below, attached is the referral of the proposed Honeybee Grove site plan application and a related review memo from this office to the Planning Board. Should you have any questions on the above or attached please do not hesitate to reach out to this office.

Best,

Dave Smith
Town of Somers Planning Department

From: David B. Smith <directorofplanning@somersny.gov>
Sent: Sunday, May 24, 2026 12:25 PM
To: Robert Scorrano <rscorrano@somersny.gov>; Anthony Ciriaco <aciriaco@somersny.gov>; Gina Arena <garena@somersny.gov>; Richard Clinchy <rclinchy@somersny.gov>; Bill Faulkner <wfaulkner@somersny.gov>
Cc: Kim DeLucia <kdelucia@somersny.gov>; Tammi Savva <tsavva@somersny.gov>; Wendy Getting <wgetting@somersny.gov>; Nicole Montesano <nmontesano@somersny.gov>
Subject: Honeybee Grove

Rob et al,

The Planning Board is in receipt of a site plan application for Honeybee Grove cut-your-own flowers located behind the retail shops at 265 Route 202. Because this operation is located in the Business Historic Preservation (BHP) District, it requires an initial review by the BHP Technical Committee, see attached. In addition, there is a required referral to your Honorable Board which will be circulated shortly. Should you have any questions or comments on the above or attached please do not hesitate to reach out to this office. Thank you for your attention to this matter.

Best,

Dave Smith
Town of Somers Planning Department

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



David B. Smith
Town Planner
directorofplanning@somersny.com

May 26, 2026

To: Vicky Gannon, Chair and
Planning Board Members

From: David B. Smith

Re: Application for Honeybee Grove – 265 Route 202

Cc: Town of Somers Town Board
Town of Somers Open Space Committee
Town of Somers Architectural Review Board
Town of Somers Landmarks Committee

The Town is in receipt of a site plan application for the existing Honeybee Grove cut-your-own flower farm located behind the retail building at 265 Route 202. The Building Inspector has determined that the proposed use is a permitted use in the Business Historic Preservation (BHP) District. As required by Code §170-16 all permitted uses in the BHP are subject to site plan approval. In addition, uses in the BHP require a meeting with the BHP Technical Committee to provide an initial review of the application. A memo on that meeting was distributed on 5/21/26.

It is noted that the application package does not contain an environmental assessment form (EAF). A review of the Type 2 Actions under the State Environmental Quality Review Act (SEQRA) notes the following are classified as Type II Actions:

(4) agricultural farm management practices, including construction, maintenance and repair of farm buildings and structures, and land use changes consistent with generally accepted principles of farming;

(9) construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities; and

Given that the proposed action is a Type 2 Action and will not have a significant adverse impact on the environment an EAF is not needed.

As noted in the BHP Technical Committee Report, there are certain conditions the Planning Board should consider with respect to this application, including:

- Given the presence of a wetland in the back portion of the property, the operation should be limited to existing conditions.
- Restrict the use of pesticides and herbicides
- The Applicant shall continue to coordinate with the Supervisor's Office regarding events that potentially need to use Town Hall parking.
- Any signage will still need to be coordinated with the Building Department and the ARB.

It is noted that the Planning Board, as part of Chapter 144-7 Site Plan Review, may waive site plan element that it deems not pertinent or necessary for the development. It is respectfully requested, that given the nature of the proposal, the Planning Board consider the submitted materials sufficient for review.

It is further suggested that the Planning Board consider Chapter 170-114.C.(8)(e) and waive the requirement for a public hearing. Regardless of whether the Planning Board waives the public hearing, the Code does require, because the Site is located in the BHP, required referrals of the subject application to the Open Space Committee, ARB, Landmarks Committee and the Town Board for their review and comment. A copy of this memo along with the application materials will be forwarded to them for their review and consideration.



April 30, 2026

To: Somers Planning Department

335 Route 202

Somers, NY 10589

Re: Honeybee Grove LLC

Dave,

Honeybee Grove is primarily a cut-your-own flower farm. I grow cut flowers and am open to the public. The farm is open seasonally, with our average on-site operating season from March to December. The farm is open to the public when we have events or flowers available for picking. Our peak flower season is the end of July to early October.

In addition to u-pick flowers, I host a handful of events at the farm:

- Floral related workshops (floral arrangements, wreaths, pumpkins, etc.)
- Daffodil Day Spring Market – End of April- hosts over 20 local artisan vendors, with music, u-pick tulips and a food truck
- The Somers Farmers Market which meets every Sunday, from 9am to 2pm, from June through October
- Mistletoe Market – Early December – our holiday artisan market with over 25 local artisan vendors, food, photos with Santa
- A handful of on-farm dinners, sunset u-pick evenings, photography sessions, and private floral arranging classes

Regards,

Sarah

Sarah Coldwell

Owner, Honeybee Grove LLC

Honeybee Grove Flower Farm | www.honeybeegrove.com | 265 Route 202, Somers, NY 10589

**TOWN OF SOMERS
PLANNING BOARD
APPLICATION FOR SITE PLAN APPROVAL**

I. IDENTIFICATION OF APPLICANT:

A. Owner: FSAA LLC Applicant: SARAH CALDWELL HONEYBEE GROVE, LLC
 Address: _____ Address: 8 Summit of Somers, NY 10589
 Tele #: 914-262-3809 Tele #: 914-954-7204
 B. Architect: _____ Engineer: _____
 Address: _____ Address: _____
 Tele #: _____ Tele #: _____
 C. Surveyor: _____ Tele #: _____
 Address: _____

II. IDENTIFICATION OF PROPERTY:

A. Identifying Title: HONEYBEE GROVE, LLC
 B. Tax Map Design: Sheet: D 11 Block: 1 Lot(s): 21 / 17 11 - 1 - 21
 C. Zoning District: HISTORIC BUSINESS PRESERVATION
 D. Street which property abuts: ROUTE 202
 E. Does property connect directly into State or County highway? STATE
 F. Is site within 500 feet of Town Boundary? _____
 G. Total area of site: 4 ACRES Area of site activity: ~ 3 ACRES %
 H. Site coverage: _____ % Building coverage: _____
 I. Affected Wetland Area: 0 Wetland Buffer Area _____
 J. Affected Steep Slope Area: 15%-25%: 0 Over 25%: 0
 K. Existing building size: 750 Sq ft. New/additional building size: NA
 L. Existing parking spaces: _____ New parking spaces: NA

III. APPLICATION FEE:

\$500 base fee plus \$50 per 1,000 sq.ft or part thereof plus \$25 per parking space to be paid by certified check to the Town of Somers.
 Wetland Permit Fee: \$200 min. fee + \$100 per 5,000 sf. of regulated area or proposed area to be disturbed.
 Steep Slope Fee: \$150 min. fee + \$75 per 10,000 s.f. of regulated area or proposed area to be disturbed.
 Erosion and Sediment Control Application fee: \$100 for disturbances of at least one acre or for the placement or removal of 20 cubic yards of soil, plus \$500 for each additional acre of disturbance.
 Total Fee: \$4500 Date Paid: 5/22/2016

IV. DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION:

- Submit 14 copies of all correspondence and plans to the Planning Board.
- A. 14 copies of Site Plan with north arrow and location map drawn to scale of 1" = 1,000'.
 - B. Survey Map defining precise boundaries of property.
 - C. Copies of all existing and proposed deed restrictions or covenants applying to the property, including covenants and agreements restricting use, and establishing future ownership and maintenance responsibilities for all private roads, recreation and open space areas.
 - D. Preliminary Architectural Drawings to be submitted to Planning Board prior to public hearing for referral to Building Inspector and Architectural Advisory Review Board.
 - E. Environmental Assessment Form.
 - F. Proof that taxes have been paid.
- It is the responsibility of the applicant to be knowledgeable of the law. The following are available at the Town Clerks Office: Master Plan, Zoning Ordinance, Site Plan Regulations, State Environmental Quality Review (SEQR) and Environmental Quality Review, Wetland and Steep Slope Ordinances of the Town of Somers. All revised plans shall be accompanied by a letter indicating what changes were made. All costs incurred by the Town for professional services and SEQR review will be paid by the applicant.
 By submission of this application, the property owner agrees to permit Town Officials and their designated representatives to conduct on-site inspections in connection with the review of the proposal. The property shall be identified on site as being proposed for site plan approval.

Sarah Caldwell
 Signature of Applicant
[Signature]
 Signature of Official

Date: 5/20/2016
 Date: 5.21.26

OFFICE OF THE TAX RECEIVER

Town of Somers

WESTCHESTER COUNTY, N.Y.

Telephone
(914) 277.3610

Fax
(914) 277.8932

Michele A. McKearney

Receiver of Taxes
mmckearney@somersny.com



335 Route 202
Town House
Somers, NY 10589

Christine Rossiter

Deputy Receiver of Taxes
crossiter@somersny.com

May 22, 2026

RE: FSAА LLC.
14 Wilner Road
Somers, NY 10589
Parcel # 17.11-1-21

To Whom It May Concern,

All taxes have been paid in full on the above referenced parcel. There are no outstanding liens or taxes due as of the date of this letter.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Christine Rossiter
Deputy Receiver of Taxes

**TOWN OF TOWN OF SOMERS - COUNTY-TOWN TAX
TAX YEAR 2026**

Bill No. 003648

*For Fiscal Year: 01/01/2026- 12/31/2026

*Warrant Date: 3/19/2026

Per Assessment Roll: 05/01/2025

**MAKE CHECKS PAYABLE TO
MICHELE MCKEARNEY
RECEIVER OF TAXES
335 ROUTE 202
SOMERS, NY 10589
(914) 277-3610**

**PLEASE PRESENT THIS BILL
WITH STUB ATTACHED
WHEN PAYING IN PERSON.**

TAX MAP NO: 17.11-1-21

PROPERTY ADDRESS & LEGAL DESCRIPTION

**Location: 265 RTE 202
Roll Sect. 1
Bank Code:
Property Class: 485 - 1 Sty. Sm. Str.-Multiocc
Dimensions: Acreage = 4.03
School: 555201 - Somers Central**

FSAA LLC.
14 WILNER ROAD
SOMERS, NY 10589

PROPERTY VALUATION

**FULL MARKET VALUE - 05/01/2025: \$1,338,983
ASSESSED VALUE - 05/01/2025 : \$118,500.00
UNIFORM PERCENT OF VALUE: 8.85%**

<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Estimate</u>	<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Estimate</u>
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<u>Taxing Purpose</u>	<u>Total Tax Levy</u>	<u>% Change From Prior Year</u>	<u>Taxable Assessed Value Before STAR</u>	<u>Rate Per \$1,000</u>	<u>Tax Amount</u>
WESTCHESTER COUNTY	\$12,609,847	9.40	\$118,500	25.602459	\$3,033.89
TOWN OF SOMERS	\$8,234,101	2.00	\$118,500	16.562167	\$1,962.62
SOMERS FIRE	\$5,639,548	2.00	\$118,500	11.149371	\$1,321.20

LAST DAY TO PAY WITHOUT PENALTY 04/30/2026

TOTAL TAXES DUE	\$6,317.71
PAID	04/28/2026

IF YOU HAVE AN ESCROW ACCOUNT PLEASE FORWARD THIS BILL TO YOUR BANK
KEEP THIS PART FOR YOUR RECORDS

2026 TOWN

TAX MAP NO:17.11-1-21

BILL No. 003648
Bank Code:

**RETURN THIS PART
WITH PAYMENT**

FSAA LLC.
14 WILNER ROAD
SOMERS, NY 10589

Location: 265 RTE 202

**TOTAL TAXES DUE \$6,317.71
LAST DAY TO PAY WITHOUT PENALTY 04/30/2026**

FOR A RECEIPT OF PAYMENT, PLACE A CHECK MARK IN THIS BOX []
(ADDITIONAL INFORMATION ON BACK)

**TOWN OF SOMERS
WESTCHESTER COUNTY, NEW YORK
CHAPTER 67 "APPLICATION PROCESSING RESTRICTIVE LAW"**

CERTIFICATION

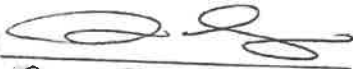
I hereby certify that to the best of my knowledge no outstanding fees are due and owing to the Town of Somers for the following property:

Section 17 N Block I Lot 17-11-1-21 (21)

Property Address 265 ROUTE 202 SOMERS, NY 10589

Permit Applying For SITE PLAN APPROVAL

Furthermore, I hereby certify that to the best of my knowledge no outstanding violation (as that term is defined for the purposes of the Application Processing Restrictive Law, Paragraph 4D) of local laws or ordinances of the Town of Somers exist with respect to the above cited property or any structure or use existing thereon.

Signed 
(Owner of Record)

Signed 
(Applicant for Permit)

Frank Luljic
(Print Name)

Sarah Caldwell
(Print Name)

Date 5.21.26

Date 5/20/26

CONFIRMATIONS

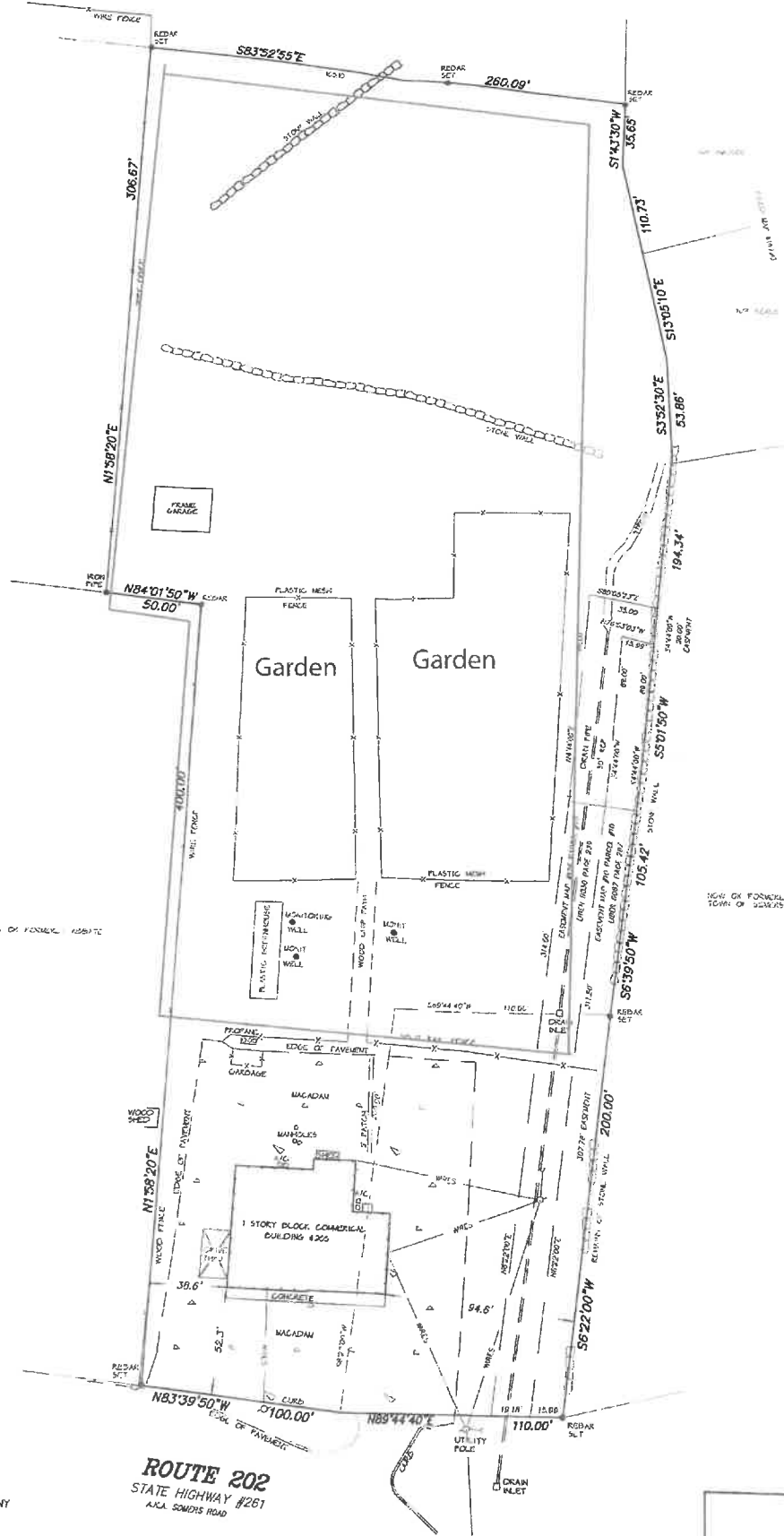
Engineering Department

Date: _____

Zoning Enforcement Officer

Date: _____

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. EASEMENTS OR RIGHTS OF WAY ON OR BELOW THE SURFACE OF THE GROUND WHICH ARE NOT VISIBLE ARE NOT SHOWN OR CERTIFIED SUBJECT TO THE FINDINGS OF A COMPLETE AND UP TO DATE TITLE SEARCH. COPIES OF THIS SURVEY NOT HAVING THE EMBOSSED SEAL OF THE LAND SURVEYOR SHALL NOT BE VALID.



CERTIFIED ONLY TO:
 FSA LLC
 BENCHMARK TITLE AGENCY, LLC
 FIRST AMERICAN TITLE INSURANCE COMPANY

ROUTE 202
 STATE HIGHWAY #261
 AKA SOMERS ROAD

TAX LOT 17.11-1-21
 175,269 SQ.FT
 4.0236 ACRES.

SURVEY OF PROPERTY FOR
FSA LLC
 TOWN OF SOMERS
 WESTCHESTER COUNTY NEW YORK
 MAY 6, 2025 1° 40'

John Nelting
 NELTING L.S. N.Y. LIC # 49990

JOHN ROBERT NELTING
 SURVEYING AND MAPPING, PLLC
 P.O. BOX 17 JOHNSON, NY 10933
 845-355-3823 email: jnelting@optonline.net

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JOB #
 1946



Enea, Sing

Somers Zoning Board



Elephant Hotel



y Barbershop



The Ln

Bailey Park

Sent to:
TB, TA,
5/19/21
KS

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: May 18, 2026
To: Director of Finance T10(914)
From: Steven Woelfle *SW*
Engineering Department
RE: **Erosion Control Bond**
Morett Wetland and SMESC Permit
TM: 26.08-1-14

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

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
5/20/26
KD

PLANNING AND ENGINEERING DEPARTMENTS

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

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: May 19, 2026
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
RE: **Utschig Stormwater Management and Erosion and Sediment Control,
Steep Slopes Protection and Tree Removal Permit #SMESCSST2024-18
TM: 48.09-1-14
Release of Erosion Control Bond
Check Received June 4, 2024**

This office has no objection to the return of the Erosion Control Bond in the amount of \$500.00.

Please return to:

Donald Utschig

SW/wg
cc: Town Clerk
Director of Finance
Donald Utschig

Sent to:
TB, TA, TC
5/28/26
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

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

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

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.gov



David B. Smith
Town Planner
directorofplanning@somersny.gov

Date: May 28, 2026
To: Town Board
From: Steven Woelfle *SW*
Engineering Department
RE: **Deutsch Steep Slopes, Stormwater Management and Erosion and Sediment Control, Tree Preservation and Wetland Permit #SSSMESCTW2017-30**
TM: 48.09-1-24
Release of Erosion Control Bond
Check Received July 10, 2017

This office has no objection to the return of the Erosion Control Bond in the amount of \$500.00.

Please return to:

Joseph Deutsch

SW/wg
cc: Town Clerk
Director of Finance
Joseph Deutsch