



**TOWN OF LEWISBORO
TOWN BOARD MEETING AGENDA
TOWN HOUSE
MONDAY, MARCH 27, 2023
7:30 P.M.**

I. PUBLIC COMMENT 1

II. COMMUNICATIONS

III. CONSENT AGENDA

- a. Approval of Minutes of March 13, 2023

IV. NEW BUSINESS

- a. Presentation: Westchester Power Update – Nick Tedrow of Sustainable Westchester
- b. Resolution: Approving AMG Waste Services' Application for License to Collect and Dispose of Refuse and Recyclables
- c. Resolution: Resolution to Waive Fees for SALLA Treatment and Research Foundation Fundraiser at Town Park on June 11, 2023
- d. Discussion: Recognition of May as Mental Health Awareness Month (NAMI)
- e. Resolution: Farmers Grind Applications for Outdoor Special Parks Permit and Partial Waiver of Fees for Event at Vista Field
- f. Resolution: Approval of Westchester County Enhanced 911 Agreement
- g. Resolution: Approval of Goldens Bridge Mercedes Agreements

V. PUBLIC COMMENT for New Business Only

VI. APPROVAL OF CLAIMS

VII. POLLING OF THE BOARD

VIII. ANNOUNCEMENTS

Town Board Meeting – Monday, April 10, 2023, at 7:30 p.m., at the Town House, 11 Main Street, South Salem

MOTION TO GO INTO EXECUTIVE SESSION

Town Board Meetings Accessibility: The Town of Lewisboro is committed to providing equal access to all its facilities, services, and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Bouton Road Town Offices are accessible to persons with physical handicaps. If anyone who wishes to attend any meeting of the Town Board has special needs, please contact the Supervisor's Office (763-3151) at least one week before any scheduled in-person meeting, and we will try to accommodate whenever possible.

Join Zoom Meeting

<https://us06web.zoom.us/j/88040564503>

Meeting ID: 880 4056 4503

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 880 4056 4503

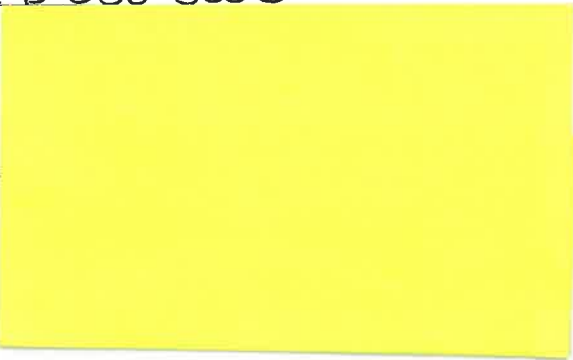
TOWN OF LEWISBORO
TOWN HOUSE
11 MAIN STREET
SOUTH SALEM, NEW YORK 10590

THIS IS AN APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF REFUSE AND RECYCLABLES IN THE TOWN OF LEWISBORO.

RESIDENTIAL ☒
COMMERCIAL ☐

If applying for renewal, date the current license expires April 23, 2023

The Town will ensure that confidential proprietary documents submitted as part of this license application are maintained under seal and free from Freedom of Information disclosure. Applicant shall be responsible for designation of document to be so protected.

1. Name of Applicant AMG Waste Services
Business Address P.O. Box 1303, White Plains, N.Y. 10602
Business Telephone & Fax Numbers (914) 556-3550
Home & Emergency Telephone Numbers 

2. VEHICLES

<u>Make</u>	<u>Model</u>	<u>Body Type</u>
Freightliner		Dump
Kenworth		Dump

It is understood that all equipment is and shall be maintained in good working condition.

3. FEES (Suggested: See note re Town Rate)

COMMERCIAL:

Size of Container

Pickup Frequency

Suggested Rate (Per Yard)

Note: The Town Rate will be set by the Town Board each December for the following year. Actual rate charged may not exceed Town Rate. The fee schedule filed with the Town for the license period shall remain in effect for the license period, as defined herein, unless any change therein is filed with the Town no less than 60 days prior to date said revised fee schedule is to take effect.

RESIDENTIAL:

- A. Curbside \$ 43.⁰⁰ a month
- B. Driveway less than 125 feet \$ 60.⁰⁰ a month
- C. Driveway more than 125 feet same

4. METHOD OF BILLING

Monthly or by contract agreement

monthly

5. AREAS TO BE SERVICED, IF NOT ENTIRE TOWN OF LEWISBORO

Town of Lewisboro

6. LOCATION OF TRANSFER SITES

Danbury Ct

7. PLACE OF DISPOSITION OF REFUSE

Danbury Ct

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. _____

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
Joseph Giardina	GL, Auto + Umbrella	SEE	ATTACHED
Joseph Grasso	workers' comp & D's.		

(Attach copy of Insurance certificate evidencing coverage amounts and naming Town as additional insured. New Certificate to be mailed automatically to Town upon renewal of change in and of the above information. Be sure to include Workmen's Compensation and Disability insurance coverage)

10. DETAILED DESCRIPTION OF APPLICANT'S EMPLOYMENT COMPLIMENT, INCLUDING JOB CLASSIFICATIONS

11. SET FORTH ACTUAL OR BENEFICIAL OWNERS OF THE BUSINESS, OR IF CORPORATION, THE STOCKHOLDERS, DIRECTORS AND OFFICERS OF THE CORPORATION AND ALL RELATED BUSINESSES.

Mike Gentile

12. NUMBER OF CUSTOMERS

1000

IF INITIAL LICENSE, NAMES AND ADDRESSES OF A MINIMUM OF FIVE COMMERCIAL ACCOUNTS.

13. CONTINGENCY PLANS (Set forth in detail plans for providing service in the event of equipment failure, labor disputes or disposal difficulties or other factors which would affect service).

extra truck and help

14. PLEASE MAKE SURE TO SEND THE TONAGE REPORT (TOTAL GARBAGE AND TOTAL RECYCLABLES) TO THE TOWN IN JANUARY OF EACH YEAR. IT CAN BE EMAILED TO townclerk@lewisborogov.com.

Mike Gentile being duly sworn, does hereby depose and say that all the statements herein contained are true and correct, that I have received a copy of, have read and understand, and will comply with all of the provisions of the applicable Refuse Collection Law of the Town of Lewisboro, and that all personnel have been instructed to comply with the provisions of applicable Refuse Collection Law of the Town of Lewisboro.

March 15, 23
Date

Mike Gentile Owner
Applicant Title

(Corporate Seal)

Sworn to before me this 15 day of March, 2023

[Signature]
Notary Public



ALESSANDRA REDA
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2025

Refuse License Fees:

Residential: \$35 for each truck over 10 cubic yards
\$15 for each truck under 10 cubic yards

Commercial: \$100 for each truck over 10 cubic yards
\$50 for each truck under 10 cubic yards

For office use:

Total fee paid: _____

Receipt No./Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Castle Agency 395 Main Street Armonk NY 10504	CONTACT NAME: PHONE (914) 240-7350 FAX E-MAIL CertRequest@NorthCastleInsurance.com ADDRESS:
INSURED AMG Waste Services Inc. P.O. Box 1303 White Plains NY 10602-1303	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: Hiscox Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2292315734**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q61-0226844	09/22/2022	09/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q09-7230308	09/22/2022	09/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			Q33-7270052	09/22/2022	09/22/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors and Omissions			UDC-5246730-EO-22	09/23/2022	09/23/2023	Occurrence Limit 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Town of Lewisboro Town House
11 Main Street

South Salem

NY 10590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Giardina

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2023

PRODUCER (203) 288-4995
Grasso Associates, LLC
3074 Whitney Ave
Bldg. 3, 2nd Floor
Hamden CT 06518-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AMG Waste Services Inc
P.O. Box 1303
White Plains NY 10602-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NY State Insurance Fund

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY		/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person) \$
				/ /	/ /	PERSONAL & ADV INJURY \$
				/ /	/ /	GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	PRODUCTS - COMP/OP AGG \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS		/ /	/ /	
		<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
				/ /	/ /	AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE \$
				/ /	/ /	\$
		<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
		<input type="checkbox"/> RETENTION \$		/ /	/ /	\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X 2252 330-2	12/20/2022	12/20/2023	X WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 100,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER NY Disability	7673040	03/31/2022	03/31/2023	
				/ /	/ /	
				/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

() - () -

Town of Lewisboro
Town House
11 Main Street
South Salem NY 10590-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Grasso

ACORD 25 (2001/08)

INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

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Page 1 of 2

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

20 23

TOWN OF LEWISBORO
PARKS & RECREATION DEPARTMENT

20 23

Telephone: 232-6162

Fax: 232-6165

LEWISBORO TOWN PARK - GROUP USE APPLICATION

FACILITIES REQUESTED (Check all that apply):

Lions Club Picnic Pavilion X
Basketball court (1) X
Sand Volleyball court (1) X
Ballfield _____
Pool (separate fee schedule) _____
Camp site _____
Pool picnic area (seasonal) _____

CIRCLE ONE: Private Service Organization Church School

- STAR Foundation

TODAY'S DATE: 3/8/2023NAME OF ORGANIZATION: SALLA TREATMENT AND RESEARCH (STAR)MAILING ADDRESS: 145 Todd RdCITY: Hudson STATE: NY ZIP: 10536TELEPHONE: 708 FAX: _____NAME OF INDIVIDUAL IN CHARGE: Jessica FoglioINDIVIDUAL'S ADDRESS: [REDACTED]CITY: Hudson STATE: NY ZIP: 10536TELEPHONE: (DAY) 5 0 (CELL) E-MAIL _____ADDRESS: Jessica Foglio FAX: _____PURPOSE OF GROUP USE: sallaresearch.orgCommunity Event to raise money for Montefiore Children's Hospital + their rare disease researchESTIMATED NUMBER OF PARTICIPANTS - ADULTS: 200CHILDREN: 200RESIDENTS (NUMBER): 400 NON-RESIDENTS (NUMBER): 100WILL A FEE BE CHARGED FOR THIS EVENT: YES X NO _____ not sure - boardIF YES, WHAT WILL THE PROCEEDS BE USED FOR? rare disease meeting to develop researchWILL AN ALCOHOLIC BEVERAGE PERMIT BE REQUESTED? YES NO _____

If yes, an alcoholic beverage permit application must be filled out and approved by the Town Clerk (application is attached).

DATE(S) REQUESTED:

Day Monday Date _____ Time from 2 to 6 pmDay Sunday Date June 11 Time from 2 to 6 pm

NOTE: Dates for Town Park Lions Club picnic pavilion in the spring and summer are at a premium, therefore, rain dates cannot be reserved.

IS MATERIAL OR EQUIPMENT REQUIRED FROM MUNICIPALITY? YES _____

NO X

IF NEEDED, STATE WHAT TYPES AND FOR WHAT PURPOSE: _____

STATE THE NATURE OF ANY UNUSUAL EQUIPMENT YOU PLAN TO BRING TO THE PARK: _____

AMERICANS WITH DISABILITIES ACT: The Lewisboro Parks and Recreation Department is committed to ensuring that individuals with disabilities are able to utilize and enjoy our programs and activities to the fullest extent possible. Please let us know if you or a family member have any special needs.

FACILITY USE FEE (Lion's Club Pavilion):

There will be a minimum non-refundable fee charged of \$ _____ for the use of the facility. This fee must accompany the application. The fee for use is payable before use begins.

FACILITY SECURITY DEPOSIT (Lion's Club Pavilion):

There is a \$100.00 required security deposit which must also accompany the application. Any violation of "Park Rules," damage and especially if refuse and trash are not removed will result in forfeiture of the deposit.

AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of (name of organization) _____ does hereby covenant and agree to defend, indemnify and hold harmless the Town of Lewisboro Parks and Recreation from and against any and all liability, loss damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of The Town of Lewisboro Parks and Recreation's property, facilities and/or services by (name of organization) _____

Signature of Organization's Representative
(Must be a Lewisboro Resident)

Address: _____

Telephone number: _____

FOR OFFICE USE ONLY:

NAME OF INDIVIDUAL/ORGANIZATIONS: _____

- () Application approved
- () Application denied
- () Approval with the following conditions:

FOR OFFICE USE:

- () Permit fee paid - Amount \$ _____
- () Deposit paid - Amount \$ _____
- () Date recorded in reservation book
- () Alcoholic beverage permit obtained
- () Permit sent to registrant

SUPERINTENDENT, PARKS & RECREATION

DATE COPY OF APPLICATION SENT TO PARKS DEPARTMENT: _____

DATE COPY OF APPLICATION SENT TO LEWISBORO POLICE: _____

This form has to be approved by the Town Clerk

ALCOHOLIC BEVERAGE CONSUMPTION PERMIT (ABC)

For Town owned facility: **Lewisboro Town Park**

Permit for the serving and consumption of alcoholic beverages in a public place within the Town of Lewisboro.

TODAY'S DATE: 3/8/2023 DATE(s) REQUESTED: Sunday, June 11

FACILITY REQUESTED: Lions Pavilion - Lewisboro Park

TIME: between the hours of 2 and 6 pm on the 11 day of June, 2023, in accordance with Section 78

Alcoholic Beverages, of the Code of the Town of Lewisboro.

GROUP OR ORGANIZATION: STAR Foundation

ADDRESS: 145 Todd Rd Katonah NY

PERSON IN CHARGE: Jessica Foglio

PURPOSE OF USE: STAR Foundation raising money

for rare disease research at local Montefiore
I hereby certify that I have read and understand the provisions of Section 78 Alcoholic Beverages, of the Code of the Town of Lewisboro regarding the consumption of alcoholic beverages in public places.

Childrens Hospital

3/8/2023
Date

[Signature]
Signature

Permission is hereby given for the consumption of alcoholic beverages in accordance with the above application, and Section 78 of the Town Code.

Date

Town Clerk

Use of alcohol is permitted by special permit only. Alcoholic beverages other than beer and wine in non-glass containers are prohibited within the Town of Lewisboro facility. Kegs and barrels are also prohibited. An approved permit from The Town of Lewisboro must be obtained. **No person less than 21 years of age may possess and/or consume alcoholic beverages in any area in the Municipality.**

The Lewisboro Police Department may check on events when alcohol is being served. The Town of Lewisboro reserves the right to limit quantities of alcoholic beverages.

If there is alcohol being served, **SERVICE OF ALCOHOL MUST END** one hour before the event (this does not include clean-up time).

If a caterer is used to dispense alcohol, the caterer must have all required permits and/or licenses. In addition, the caterer must submit a certificate of insurance, demonstrating proof that the caterer has the following coverages:

Commercial General Liability Liquor Liability

Limits of \$1 Million each Occurrence, \$2 Million General and Products/Completed Operations Aggregates, \$1 Million Personal/Advertising Injury Liability/\$50,000 Medical Payment Expense.

Liquor Liability

\$1 Million each Occurrence and \$2 Million Aggregate.

Workers Compensation and Employers Liability

Statutory limits and coverages.

The Town of Lewisboro shall be listed as an additional insured on the Commercial General Liability and Liquor Liabilities Policies.

Hi, my name is Susan Palmer and I work at NAMI Westchester. In the month of May it is Mental Health Awareness Month. We would like you to participate by hanging a banner or using ribbons to promote Mental Health. We would really appreciate your help in raising awareness in your community.

Please send me your contact information: name, email address and work/cell phone. Also let me know if you would like to participate. Thank you.

Best,

Susan E. Palmer
Program Administrative Assistant
NAMI Westchester

Sent from [Mail](#) for Windows

TOWN OF LEWISBORO
OUTDOOR SPECIAL EVENTS & SALES
PERMIT APPLICATION

This application is pursuant to Chapter 164 of the Lewisboro Town Code regulating Outdoor Special Events and Sales in the Town of Lewisboro.

APPLICANT'S NAME: Michelle Smith - The Farmer's Grind

ADDRESS: 475 Smith Ridge Road

BUSINESS TELEPHONE NO.: 914-424-8637

Please respond to the following:

1. Provide the date(s) and time(s) of the event: 6/10, 7/8, 7/22, 8/5, 8/19, 9/9, 9/23
9/30
2. What is the nature of the event? Street fair _____ Antiques Market _____
Outdoor Arts and Crafts _____ Other Ice cream social
3. How many vendors will participate? one vendor - food truck, local live music.
4. Will there be any banners across the road? NO
5. What arrangements will be made for traffic control and police protection?
Parking attendant there to control traffic
6. What arrangements have been made to insure adequate parking for the vendors and visitors to this event? Please provide a detailed description of your plans.
Vendors park inside lot that is closed off. This allows more spaces to guests. This is a come and go event.
7. What arrangements have been made to insure adequate parking and pedestrian access to facilities that will be open during this special event? Please be specific how and where you expect to protect dedicated customer parking spaces in front of stores and businesses.
Event done after hours when businesses are closed. There are spaces at the farmers grind as well as street parking.
8. Have you reviewed your parking and access plans with affected shopkeepers and/or service providers?
Yes
9. Will there be any entrance fee? If so, how much? No fee to enter

**TOWN OF LEWISBORO - OUTDOOR SPECIAL EVENTS AND
SALES PERMIT APPLICATION - CHAPTER 164 (Page 2 of 2)**

10. Have arrangements been made to provide sanitary facilities? Please include answers to the following questions in your response:

portable toilet not needed. This is not a closed ticketed event.

- A. How many portable toilet facilities do you expect to provide? none
B. Does the number of planned facilities meet Board of Health standards for the number of visitors expected? N/A
C. Where will they be located? N/A
D. Have you planned for adequate and easily visible signs of directing visitors to the locations of toilet facilities? N/A

11. Amplified music as special event is not permitted pursuant to Chapter 160 of the Lewisboro Town Code. Please be sure any visiting vendors are aware of this restriction..
12. You, as the applicant for this permit are responsible for advising each participating vendor of the requirement to have and display a New York State Sales Tax Certificate at the location of their booth or sales location.
13. If food vendors are part of your event, approvals must be obtained from Westchester County Board of Health. Copies of these appropriate approvals must be on file in the Town Clerk's Office prior to the start of the event.
14. This application must be signed by the applicant. The applicant's signature attest to the veracity of the statements made in this application and indicates his/her responsibility to comply with the requirements of Chapter 164 of the Town Code of the Town of Lewisboro.

Michelle Smith
Signature of Applicant

Date 02/13/23

**THIS SECTION
DEPARTMENTAL USE ONLY**

Signature of Town Clerk/Deputy Clerk

Date

Fee Paid with Application Yes
 No

Permit Year

TOWN OF LEWISBORO
PARKS & RECREATION DEPARTMENT

Telephone: 232-6162

Fax: 232-6165

FIELD REQUEST FORM

FACILITIES REQUESTED (Check all that apply):

Fox Valley Lower Field	_____
Fox Valley Upper Field	_____
Town Park Baseball Field	_____
Onatru 1 and/or 2	_____
Onatru 3 and/or 4	_____
Onatru 5	_____
Onatru 6	_____
Vista Field	<u>✓</u>

CIRCLE ONE -

Public	Cooperating	Private	Club/Travel	Other: <u>Local Business</u>
School	Agency	School	Teams	

TODAY'S DATE: 02/13/23

NAME OF ORGANIZATION: The Farmer's Grind

MAILING ADDRESS: 475 Smith Ridge Road

CITY: South Salem STATE: NY ZIP: 10590

TELEPHONE: 914-424-8637 FAX: _____ WEBSITE www.farmersgrind.com

NAME OF INDIVIDUAL IN CHARGE: Michelle Smith

INDIVIDUAL'S ADDRESS: 37 East St

CITY: South Salem STATE: NY ZIP: 10590

TELEPHONE: (DAY) _____ (NIGHT) _____ (CELL) 914-424-8637

E-MAIL ADDRESS: farmersgrind@gmail.com FAX: _____

PURPOSE OF FIELD USE: to host our TFG Ice cream Summer Socials.

ESTIMATED NUMBER OF PARTICIPANTS - ADULTS: 30 [come + go]
CHILDREN: 10-15

RESIDENTS (NUMBER): Unknown NON-RESIDENTS (NUMBER): unknown

WILL A FEE BE CHARGED FOR THIS EVENT: YES _____ NO ✓

IF YES, WHAT WILL THE PROCEEDS BE USED FOR? _____

WILL AN ALCOHOLIC BEVERAGE PERMIT BE REQUESTED? YES (NO)
If yes, an alcoholic beverage permit application must be filled out and approved by the Town Clerk (application is available upon request).

DATE(S) REQUESTED: 6/10, 7/8, 7/22, 8/5, 8/19, 9/9, 9/23, 9/30
Day 8 dates Date _____ Event Time from 6:00 to 8:30 pm

Day _____ Date _____ Event Time from _____ to _____

SET UP TIME: 30 mins CLEAN UP TIME: 30 mins

NOTE: Dates for all fields in the spring, summer and fall are at a premium, therefore, rain dates cannot be reserved.

IS MATERIAL OR EQUIPMENT REQUIRED FROM MUNICIPALITY? YES NO
IF NEEDED, STATE WHAT TYPES AND FOR WHAT PURPOSE: _____

FIELD USE FEE:

There will be a minimum non-refundable fee charged \$100 for the use of the field. This fee must accompany the application and a certificate of insurance naming The Town of Lewisboro as additional insured (see attached). The fee for use is payable before use begins.

FACILITY SECURITY DEPOSIT:

There is a required security deposit which must also accompany the application. Any violation of "Park Rules," damage and especially if refuse and trash are not removed will result in forfeiture of the deposit.

AGREEMENT

The undersigned is at least 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the fields. He/she, on behalf of (name of organization) The Farmer's Grind does hereby covenant and agree to defend, indemnify and hold harmless the Town of Lewisboro Parks and Recreation from and against any and all liability, loss damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of The Town of Lewisboro Parks and Recreation's property, facilities and/or services by (name of organization)

The Farmer's Grind
Michelle Smith
Signature of Organization's
Representative
(Must be a Lewisboro Resident)

Address: 37 East St
South Salem NM 10590
Telephone number: 914-424-8637

FOR OFFICE USE ONLY:

NAME OF INDIVIDUAL/ORGANIZATIONS: The Farmer's Grind
Michelle Smith

- () Application approved
() Application denied
(☒) Approval with the following conditions:
porta john may be required after
one or two events occur.

FOR OFFICE USE:

- \$50 per event date
() Permit fee charged - \$ 400 Received _____
() Security Deposit - \$ 100 Received _____
() Date recorded in reservation book
() Alcoholic beverage permit obtained
() Permit sent to registrant

Nicole Carriola
SUPERINTENDENT, PARKS & RECREATION

DATE COPY OF APPLICATION SENT TO PARKS DEPARTMENT: _____

DATE COPY OF APPLICATION SENT TO LEWISBORO POLICE: _____

- ★ Insurance for TFG & food truck(s) must be supplied prior to event dates
★ Insurance for musician/bands can fall under TFG or obtain their own.
★ Food truck(s) must supply Westchester County Permit.

THIS AGREEMENT made this ____ day of _____, 20__ by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

THE TOWN OF LEWISBORO, a municipal corporation of the State of New York, having an office and place of business at P.O. Box 500, 11 Main Street, South Salem, New York 10590 (hereinafter referred to as the “Municipality”)

W I T N E S S E T H:

WHEREAS, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the “Carousel Industries”), for the installation and operation of Enhanced 911 Service equipment; and

WHEREAS, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

WHEREAS, by Act No. 15-2023, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027; and

NOW, THEREFORE, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP’s).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

4. System Integrity.

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs, County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

5. Use of 60 Control.

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related

request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2022 and terminate September 30, 2027.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the

one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

9. Non-Emergency Communication System.

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

10. Termination.

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

11. Assignment of Agreement.

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

12. Conflicts of Interest.

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

13. Independent Contractor.

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By _____
(Name and Title)

MUNICIPALITY:

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 15-2023 on the 23rd day of January, 2023.

Approved

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its governing board, thereunto duly authorized and that
such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS **MUNICIPALITY/FIRE DISTRICT**

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") made this 15th day of November, 2022 by and between:

THE TOWN OF LEWISBORO, a municipal corporation of the State of New York, having an office and place of business at 11 Main Street, P.O. Box 500, South Salem, New York (hereinafter referred to as the "Licensor"),

and

CELEBRITY WESTCHESTER REALTY, LLC d/b/a Celebrity Auto of Westchester, a New York limited liability company having an office and place of business at 321 Route 22, Goldens Bridge, New York (hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of a public right-of-way known as Anderson Lane and a public right-of-way known as Green Street/Green Hill Road in the Town of Lewisboro, County of Westchester and State of New York, which are generally depicted (in shading) on the attached map annexed hereto as Exhibit "A" (hereinafter referred to as "Licensor's ROW"), and

WHEREAS, Licensee is the owner of certain parcels of land within the Town of Lewisboro designated as Sheet 4, Block 11135, Lot 1, Sheet 4E, Block 11135, Lots 2, 3, 4, 5, 6, 7 and 9 and Sheet 4E, Block 11137, Lot 42 on the Tax Map of the Town of Lewisboro (hereinafter referred to as "Licensee's Property"), and

WHEREAS, Licensee's Property has frontage on Licensor's ROW (specifically, along the northerly side of Anderson Lane and the westerly side of Green Street and Green Hill Road), and

WHEREAS, the Licensee obtained Amended Site Development Plan Approval from the Planning Board of The Town of Lewisboro (hereinafter referred to as the "Planning Board") to construct certain improvements to Licensee's Property, as set forth in a Resolution adopted by the Planning Board on March 17, 2020 (Planning Board Cal. No. 10-17 P.B.), which was extended by Resolutions adopted by the Planning Board on December 15, 2020 and December 21, 2021; and

WHEREAS, as authorized under this Amended Site Development Plan Approval, Licensee will utilize a portion of the Licensors ROW, pursuant to Licensee's obligations to comply with the site development plans approved by the Planning Board pursuant to the March 17, 2020 Resolution, as now detailed on Landscaping Plan (L-100), last revised April 7, 2022, Grading & Drainage Plan (C-200), last revised April 7, 2022 and Utilities Plan (C-300), last revised July 25, 2022 prepared by JMC Planning, Engineering, Landscape Architecture & Land Surveying, P.C. (hereinafter referred to as the "Approved Plans"), and

WHEREAS, the landscaping and stormwater control measures, as set forth in Approved Plans and authorized under the Amended Site Development Plan Approval, include the installation and maintenance of landscaping and stormwater control measures upon and within the Licensors ROW, and

WHEREAS, Licensors is prepared to grant a license to Licensee permitting Licensee to plant and maintain approved landscaping and to install and maintain certain stormwater control measures, subject to the maintenance obligations set forth herein, upon and in Licensors ROW; and

WHEREAS, Licensors compliance with this Agreement shall be governed in accordance with the Approved Plans and the Amended Site Development Plan Approval,

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

1. The area subject to the license granted by Licensors to Licensee herein is depicted on the Approved Plans (in particular, Landscaping Plan (C-100) and Grading & Drainage Plan (C-200) referenced above).

2. Licensors grants to Licensee the right, privilege and permission to use a portion of Licensors ROW for the purpose of (a) planting and maintaining, and replacing, where necessary, landscaping in accordance with the Approved Plans and Amended Site Development Plan Approval and (b) installing, maintaining stormwater control measures, in accordance with the Approved Plans and Amended Site Development Plan Approval. The landscaping and stormwater control measures shown on the Approved Plans shall be placed and maintained in and upon the Licensors ROW to the minimum extent necessary to accomplish the landscaping and stormwater control objectives of the Approved Plans and Amended Site Development Plan Approval.

3. Licensors grants to Licensee, and Licensees members, guests, and invitees, the right, privilege and permission to enter into and upon the Licensors ROW upon which the landscaping and stormwater control measures will be placed and installed, for purposes of planting, maintaining and replacing the landscaping and installing and maintaining the stormwater control measures. Such entry is solely for the purpose of the installation, use, maintenance, repair and replacement of the landscaping and stormwater control measures to be placed in the Licensors ROW under this Agreement.

4. Licensee shall be solely responsible for planting, maintaining and replacing the landscaping and installing and maintaining the stormwater control measures, which shall be done at Licensee's sole cost and expense.

5. All landscaping and stormwater control measures placed within the Licensors ROW shall be approved by the Town Engineer and Town Planning Consultant. "As-built" drawings of any physical improvements placed within the Licensors ROW pursuant to this Agreement shall be provided to the Town upon completion.

6. Licensee shall, for the duration of this License Agreement, be solely liable and responsible for, and shall indemnify and hold harmless the Town, its officers, agents and employees from, any damage caused by said landscaping and stormwater control measures, including any and all injuries to persons or property. Licensee hereby agrees to indemnify and hold harmless Licensors, its agents, employees and officers, from all claims or damages in connection with any and all damages resulting or arising from said landscaping and stormwater control measures extending into and on the Licensors ROW, and Licensee shall also be responsible for any damage to Licensors Premises as a result thereof.

7. Licensee shall name the Town of Lewisboro as an additional insured on Licensee's insurance policy with respect to any damage or injury caused or incurred on account of the landscaping and stormwater control measures on Licensors ROW. Licensee shall provide a certificate of insurance naming the Town of Lewisboro as an additional insured to the Lewisboro Town Clerk, 11 Main Street, P.O. Box 500, South Salem, New York 10590 at the commencement of this Agreement, and shall provide certificates indicating any change in such insurance policy. Licensee shall further provide certificates to the Lewisboro Town Clerk evidencing continued insurance coverage as referred to herein prior to the expiration of any policy term.

8. The license granted herein is an accommodation by Licensors to Licensee and is revocable by Licensors in the event an automobile dealership comparable to that authorized under the Amended Site Development Plan Approval ceases to operate upon Licensee's Property for a period of two (2) years or more. Licensors shall provide Licensee at least thirty (30) days written notice prior to the date that such a revocation becomes effective. Such notice shall be provided by certified mail, overnight courier service or by personal delivery to Licensee, as specified in Paragraph "16" below. The notice time period shall commence from the date said notice is deposited in a U.S. Postal Service depository, provided to an overnight delivery courier for delivery or upon personal delivery of same to Licensee.

9. In consideration of the privileges granted herein, Licensee will not claim any damages from Licensors in connection with or on account of any injuries or damages arising in or on the Licensors ROW while being used by Licensee and Licensee's members, guests, or invitees, and Licensee further agrees to indemnify and hold harmless Licensors from all claims or damages in connection with the use of the Licensors ROW by Licensee and Licensee's members, guests, or invitees.

10. Licensee agrees not to erect or to cause or permit to be erected on Licensor's ROW any buildings or structures, whether permanent or temporary, other than the stormwater control measures shown on the Approved Plans.

11. Upon written notice from Licensor of any dead, dying, or defective landscaping or any damaged stormwater control measures, Licensee shall have sixty (60) days to cure such defect(s), weather permitting. Licensor shall provide Licensee written notice of the defect to Licensee by certified mail, overnight courier service or by personal delivery to Licensee, as specified in Paragraph "16" below. The notice time period shall commence from the date said notice is deposited in a U.S. Postal Service depository, provided to an overnight delivery courier for delivery or upon personal delivery of same to Licensee. In the event Licensee fails to cure the defect within this 60-day period, Licensor shall have the right, at its option and in the exercise of its sole discretion, to perform the necessary work to cure the defect at Licensee's sole cost and expense. This shall include the right of Licensor to hire subcontractors to cure said defects at the sole cost and expense to Licensee. If Licensor cures the defect, after having provided Licensee the notice specified above, then the Licensor may assess the cost thereof against the Licensee's premises and shall have all legal remedies available to Licensor to collect from Licensee the cost thereof. Any such costs may be filed by the Licensor against Licensee's Property in the form of a lien.

12. In accordance with Paragraph "58" of the Planning Board's March 17, 2020 Resolution, yearly inspections of the landscaping installed within the Licensor's ROW shall be conducted by Licensee and yearly written reports shall be submitted to the Planning Board. Monitoring reports shall be submitted to the Planning Board no later than December 1st of each year and shall be based upon site reconnaissance conducted by a Landscape Architect or Certified Arborist prior to October 15th of that calendar year. The first year of monitoring shall be the first year that the landscaping has completed a full growing season. For monitoring purposes, a growing season shall be no later than May 31st. Yearly reports shall itemize the specie type and quantity of all originally planted material and shall identify whether the tree or shrub is currently healthy/living or dead/diseased/missing. Each year, for a total of three (3) years, Licensee shall be responsible for replacing, in kind, any tree, shrub or other planting that does not survive, at its sole expense. Should Licensee fail to replace dead, diseased, or missing landscaping, Licensee shall utilize the performance security posted pursuant to the Amended Site Development Plan Approval to make such replacement(s).

13. This License Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

14. This License Agreement shall not be enforceable until signed by all parties and approved by the Town Board.

15. This License Agreement shall be construed and enforced in accordance with the laws of the State of New York.

16. All notices, requests, demands or other communications required or permitted to be given hereunder shall be delivered to, and addressed as follows:

To the Town: Supervisor, Town of Lewisboro
11 Main Street
P.O. Box 1001
South Salem, New York 10590

With a copy to: Town Clerk, Town of Lewisboro
11 Main Street
P.O. Box 1001
South Salem, New York 10590

To the Licensee: Tom Maoli, Manager
Celebrity Westchester Realty, LLC
d/b/a Celebrity Auto of Westchester
321 Route 22
Goldens Bridge, New York 10526

With a copy to: Michael Sirignano, Esq.
892 Old Post Road
Cross River, New York 10518

or to such other addresses as either party may designate by notice pursuant to this paragraph.

17. This License Agreement shall encompass the entire agreement between the parties with respect to the subject matter hereof, and any changes or amendments shall be in writing and signed by all parties hereto in order to be enforceable.

18. The failure of the Licensor to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and the Town shall have the right to enforce such rights at any time.

19. It is acknowledged and agreed that this Agreement is a mutual undertaking of counsel for Licensor and Licensee and, accordingly, to the extent that any ambiguity exists with respect to the terms and conditions set forth herein, such terms and conditions shall not be resolved against any one party or the other.

20. The parties have signed this agreement in the Town of Lewisboro, Westchester County, New York, the date and year first above written above.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

TOWN OF LEWISBORO

By: _____
Hon. Tony Goncalves
Supervisor

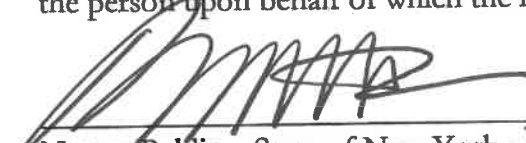
CELEBRITY WESTCHESTER REALTY, LLC

By: _____
Tom Maoli,
Manager

Acknowledgement

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

On the 15th day of November, in the year 2022, before me, the undersigned, personally appeared Tom Maoli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public – State of New York *Forsy*



Acknowledgement

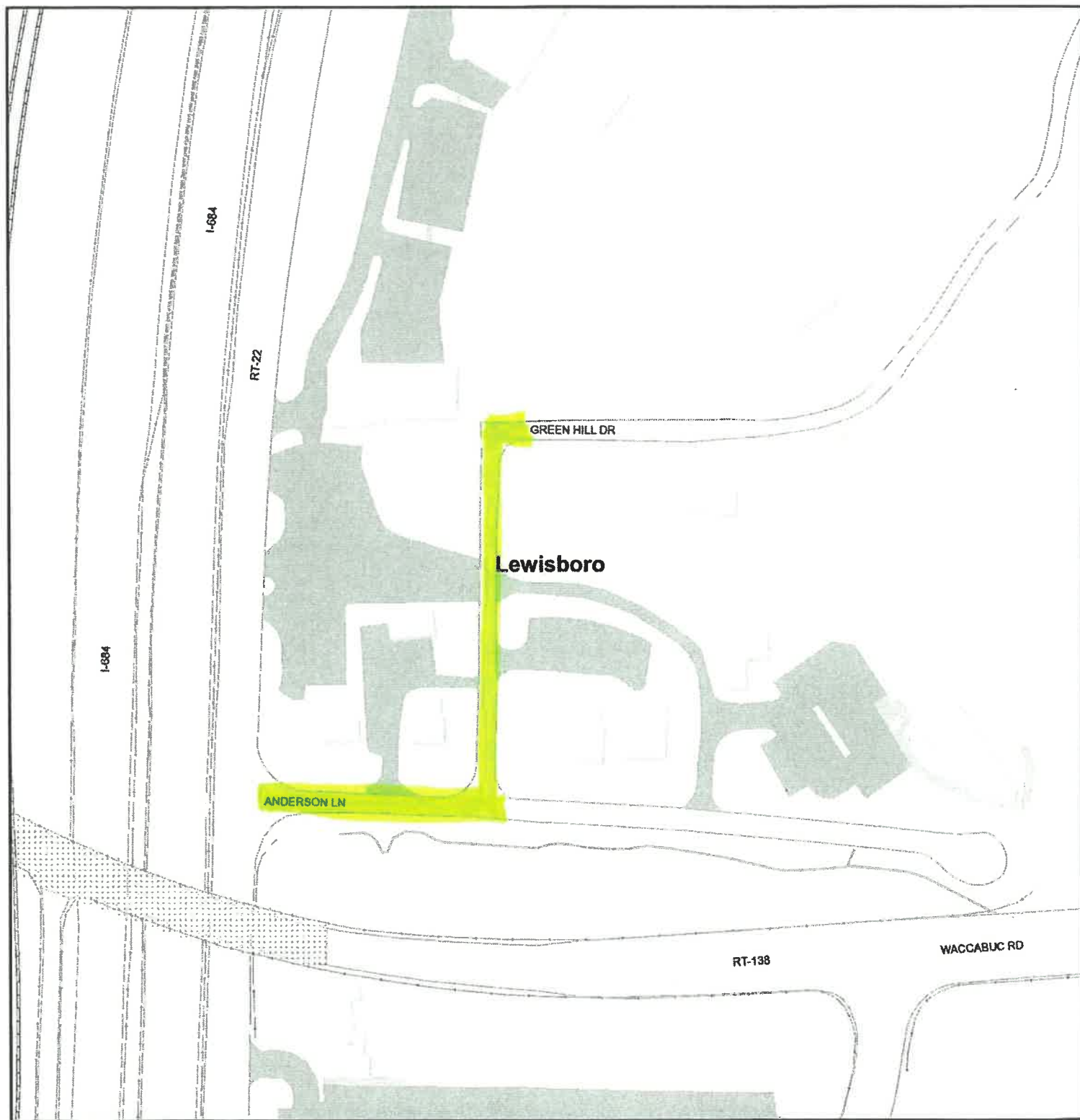
STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the ____ day of _____, in the year 2022, before me, the undersigned, personally appeared Lewisboro Town Supervisor Tony Goncalves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public – State of New York

EXHIBIT A

Westchester County Municipal Tax Parcel Map (Lewisboro)



November 15, 2022

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

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Westchester County GIS

GIS
<http://giswww.westchestergov.com>
Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601

**STORMWATER CONTROL FACILITIES MAINTENANCE AND INSPECTION
DECLARATION AND EASEMENT AGREEMENT**

THIS DECLARATION AND EASEMENT AGREEMENT made and entered into this 15th day of November, 2022 between **CELEBRITY WESTCHESTER REALTY, LLC**, a New York limited liability company doing business as Celebrity Auto of Westchester with its principal place of business located at 321 Route 22, Goldens Bridge, New York, hereinafter referred to as the "Owner" or "Declarant", and the **TOWN OF LEWISBORO**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 11 Main Street, South Salem, New York, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Declarant is the owner in fee of certain real property within the Town of Lewisboro, depicted and designated as Sheet 4, Block 11135, Lot 1, Sheet 4E, Block 11135, Lots 2, 3, 4, 5, 6, 7 and 9 and Sheet 4E, Block 11137, Lot 42 on the Tax Map of the Town of Lewisboro, which is more fully described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

WHEREAS, by Resolution duly adopted by the Planning Board of the Town of Lewisboro on March 17, 2020 and filed in the Office of the Town Clerk of the Town of Lewisboro on March 18, 2020, the Owner received Amended Site Development Plan Approval and a Town Stormwater Permit authorizing development upon the Property, as generally shown on the "Layout Plan", "Sheet C-100" prepared for the Owner by JMC Planning, Engineering, Landscape Architecture & Land Surveying, P.C. dated (last revised) November 26, 2019, which approval was extended by Resolutions adopted by the Planning Board on December 15, 2020 and December 21, 2021; and

WHEREAS, the Declarant submitted a Stormwater Pollution Prevention Plan, as required under Chapter 189 of the Town Code of the Town of Lewisboro, which was approved and is part of the Amended Site Development Plan Approval and a Town Stormwater Permit (the "SWPPP"); and

WHEREAS, a condition of the Amended Site Development Plan Approval and Town Stormwater Permit, the Owner must establish, maintain and inspect certain stormwater control measures on the Property (the "Stormwater Control Facilities") to the satisfaction of the Town Engineer as now shown on "Grading & Drainage Plan", "Sheet C-200" prepared for the Owner by JMC Planning, Engineering, Landscape Architecture & Land Surveying, P.C. dated (last revised) April 7, 2022; and

WHEREAS, the Declarant intends the Town to be subject to and be the beneficiary of the Stormwater Control Facilities and the obligations undertaken pursuant to this Declaration; and

WHEREAS, the Property shall be subject to a certain easement of access, ingress and egress, by which the Town shall have a right of access to the Stormwater Control Facilities to maintain and inspect same in accordance with the Amended Site Development Plan Approval and Town Stormwater Permit, as set forth herein.

NOW, THEREFORE, the Declarant represents and declares that the Property shall be held, transferred, conveyed, and occupied subject to the following binding covenants and easements:

1. The Stormwater Control Facilities shall be constructed by the Owner, its successors and assigns, at their sole cost and expense in accordance with the plans and specifications identified in the Amended Site Development Plan Approval and Town Stormwater Permit (Lewisboro Planning Board Cal. #10-17 P.B) and SWPPP.
2. The Owner, its successors and assigns, shall adequately maintain the Stormwater Control Facilities, as required under the Amended Site Development Plan Approval and Town Stormwater Permit, at its sole cost and expense. Such maintenance shall insure that the Stormwater Control Facilities are kept and remain in good working condition so that the Stormwater Control Facilities are performing their design functions in a manner consistent with the requirements of the Amended Site Development Plan Approval, Town Stormwater Permit and SWPPP.
3. The Owner shall not authorize, undertake or permit the alteration, modification, abandonment or discontinuance of the Stormwater Control Facilities, except in accordance with an approval obtained from the Planning Board of the Town of Lewisboro or other authorized board or official of the Town of Lewisboro.
4. The Owner, its successors and assigns, shall inspect the Stormwater Control Facilities once every year and maintain inspection reports for submission to the Town, upon request. The inspection shall be performed by a Certified Stormwater Professional and/or Professional Engineer licensed by the State of New York. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Control Facilities. The inspections shall examine the entirety of the Stormwater Control Facilities. Any deficiencies identified during an inspection shall be noted in the inspection reports and shall be promptly rectified by the Owner, its successors and assigns.
5. The Owner, its successors and assigns, hereby grant to the Town, its authorized agents and employees, a non-exclusive easement in perpetuity for access, ingress and egress on, over and under the Property for the purpose of inspecting the Stormwater Control Facilities whenever the Town, in an exercise of reasonable discretion, deems it necessary. The Town shall provide the Owner, its successors and assigns, copies of the Town's inspection findings and a written directive

to commence with the repairs, should deficiencies and associated repairs be identified during such an inspection.

6. In the event the Owner, its successors and assigns, after receipt of written notice from the Town and following a reasonable period of time to perform the work necessary to restore the Stormwater Control Facilities to good working condition, fails to maintain the Stormwater Control Facilities in good working condition acceptable to the Town Engineer, the Town shall have the right but not the obligation to enter upon the Property and take such measures as it shall deem necessary to correct deficiencies in the Stormwater Control Facilities. It is expressly understood and agreed that the Town is under no obligation to maintain or repair said Stormwater Control Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town.

7. For purposes of Paragraph 6 herein, the Owner hereby grants to the Town, its authorized agents and employees, a non-exclusive easement in perpetuity for access, ingress and egress on, over and under the Property as shall be necessary for access to the Stormwater Management Facilities with the right, but not the obligation, to perform such work.

8. In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the Town upon demand, within thirty (30) days of request thereof for all actual costs incurred by the Town hereunder. All costs and expenses incurred by the Town in connection herewith shall be a lien against the Property and shall be collectable against the Owner in the same manner as real property taxes.

9. Any charges which may be imposed in accordance with Paragraph 8 herein shall accrue interest thereon at the maximum legal rate and the cost of collection thereof, including reasonable attorneys' fees, shall be a continuing and binding lien against the Property and shall be the responsibility of the Owner, successors and assigns.

10. The Owner agrees to indemnify and hold the Town, its authorized agents and employees, harmless from and against all claims, damages, losses or expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of this Agreement, including any claims, damages, losses or expenses arising out of or resulting from the failure of the Stormwater Control Facilities to operate properly.

11. Each grantee accepting a deed, lease or other instrument conveying any interest in the Property, whether or not the same incorporates or refers to this Declaration and Easement Agreement, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by this Declaration and Easement Agreement.

12. Should any covenant, easement or restriction herein contained, of any article, section, subsection, sentence, clause, phrase or term of this Declaration and Easement Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court

or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be several and which shall remain in full force and effect.

13. This Declaration and Easement Agreement shall be recorded in the Office of the Westchester County Clerk, Division of Land Records, and shall constitute a covenant running with the land, and shall be binding on the Owner, its successors and assigns.

14. This Declaration and Easement Agreement may not be amended, terminated or superseded without the express written approval of the Planning Board of the Town of Lewisboro, which may be withheld at the sole discretion of said Planning Board. The execution of any amendment hereto shall also be subject to authorization by the Town Board of the Town Lewisboro.

IN WITNESS WHEREOF, the parties have caused this Declaration and Easement Agreement to be executed as of the day and year first above written.

CELEBRITY WESTCHESTER REALTY, LLC

By: _____
Tom Maoli, Manager

TOWN OF LEWISBORO

By: _____
Hon. Tony Goncalves, Town Supervisor

Acknowledgement

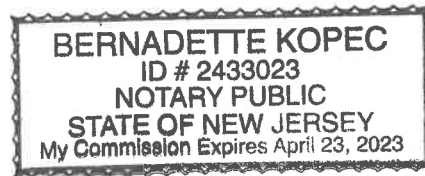
STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER)

On the 15th day of November, in the year 2022, before me, the undersigned, personally appeared Tom Maoli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public – State of New York *Jersey*



Acknowledgement

STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER)

On the ____ day of _____, in the year 2022, before me, the undersigned, personally appeared Lewisboro Town Supervisor Tony Goncalves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public – State of New York

RECORD AND RETURN TO:
KEANE & BEANE, P.C.
445 Hamilton Avenue – Suite 1500
White Plains, NY 10601
Attn: Judson K. Siebert, Esq.

SCHEDULE A

See attached Schedule A , First American Title, Owners Policy of Title Insurance, Title No. CBNY-7025, Policy No 5011436-0243581e.



First American Title^{Ym}

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A (Continued)

LEGAL DESCRIPTION

Title No.: CBNY-7025

Policy No.: 5011436-0243581e

Parcel I- For Information Only: 335 Route 22, Lewisboro, NY- a/k/a Sheet: 4 Block: 11135 Lot: 1

ALL that certain plot, piece or parcel of land, situate lying and being in the Town of Lewisboro, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Route 22 (Main Street) also known as Interstate Route 502 where the same is intersected by the division line between the premises herein described on the north and lands now or formerly of Edward J. Zeitlin (who acquired title by deed in Liber 7237 cp 261) on the south;

RUNNING THENCE from said point of beginning and along the easterly side of Route 22 the following courses and distances:

North 20 degrees 54 minutes 22 seconds East, 80.75 feet;

North 51 degrees 18 minutes 21 seconds East, 112.38 feet;

North 27 degrees 39 minutes 07 seconds East, 91.44 feet;

North 07 degrees 58 minutes 03 seconds East, 65.97 feet; and

North 22 degrees 38 minutes 16 seconds East, 9.38 feet to a corner and lands now or formerly of Albert and Edna Kimmerle;

THENCE along said lands South 55 degrees 55 minutes 20 seconds East, 115.79 feet and South 63 degrees 43 minutes 20 seconds East, 123.73 feet to a corner and lands now or formerly of Harold and Beatrice Green;

THENCE along the same the following courses and distances: South 43 degrees 59 minutes 40 seconds West, 196.06 feet to a point;

THENCE continuing along the same lands and along lands now or formerly of Robert and Helen Green the following courses and distances: South 41 degrees 52 minutes 20 West, 47.04 feet; South 46 degrees 40 minutes 50 seconds West, 92.08 feet; and South 41 degrees 37 minutes 10 seconds West, 47.14 feet to a corner and the lands now or formerly of Edward J. Zeitlin;

THENCE along the same North 50 degrees 19 minutes 40 seconds West, 146.41 feet to the easterly side of Route 22 and the point or place of BEGINNING.

Parcel II- For Information Only: 321 Route 22, Lewisboro, NY- a/k/a Sheet: 4E Block 11135 Lots 2 & 8

ALL that certain plot, piece or parcel of land, situate lying and being at Golden's Bridge in the Town of Lewisboro, County of Westchester and State of New York, bounded and described as follows:



BEGINNING at a point on the easterly side of Route 22 where the same is intersected by the division line between lands herein described and the northerly line of lands now or formerly of Harold Green;

RUNNING THENCE along the easterly side of Route 22 the following courses and distances:

North 11 degrees 46 minutes 20 seconds east, 74.50 feet;

North 22 degrees 25 minutes 20 seconds east, 39.39 feet; (North 22 degrees 25 minutes 20 seconds east, 43.06 feet-Survey)

North 57 degrees 06 minutes 40 seconds East, 39.61 feet; (North 62 degrees 22 minutes east, 32.58 feet-Survey)

North 24 degrees 08 minutes 20 seconds East, 176.68 feet; (North 24 degrees 14 minutes 21 seconds east, 180.62 feet-Survey) and

North 20 degrees 45 minutes 40 seconds East, 109.45 feet (North 20 degrees 54 minutes 22 seconds east, 109.73 feet-Survey) to the southerly line of lands now or formerly of George Green;

RUNNING THENCE along the last said lands South 50 degrees 19 minutes 40 seconds East, 145.45 feet (South 50 degrees 19 minutes 40 seconds east, 146.41 feet-Survey) to the northeasterly corner of the herein described premises;

RUNNING THENCE South 32 degrees 40 minutes 50 seconds West, 104.19 feet; South 38 degrees 53 minutes 00 seconds West, 33.18 feet; South 47 degrees 05 minutes 40 seconds West, 19.15 feet; South 29 degrees 10 minutes 00 seconds West, 19.31 feet; South 18 degrees 26 minutes 20 seconds West, 45.78 feet; South 10 degrees 17 minutes 10 seconds West, 119.41 feet; and South 8 degrees 11 minutes 30 seconds West, 23.47 feet to the northerly line of lands now or formerly of Harold Green;

RUNNING THENCE along the last said lands North 79 degrees 57 minutes 20 seconds West, 149.10 feet to the easterly side of Route 22 and the point or place of BEGINNING.

Parcel III- For Information Only: 313, 311 & 317 Route 22, Lewisboro, NY-a/k/a Sheet: 4E Block: 11135 Lots: 3, 4 & 7

ALL that certain plot, piece or parcel of land, situate lying and being in the Town of Lewisboro, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of State Highway No. 5464 (Route 22) as presently constituted at its intersection with the southerly line of premises now or formerly of Green Bros., Inc.;

RUNNING THENCE along the southerly line of said lands now or formerly of Green Bros., Inc. South 79 degrees 57 minutes 20 seconds East, 149.10 feet to a point;

RUNNING THENCE South 8 degrees 11 minutes 30 seconds west, 136.28 feet to lands now or formerly of Frances Knapp;

RUNNING THENCE North 87 degrees 15 minutes 50 seconds West, 100.77 feet to a point;

RUNNING THENCE South 2 degrees 44 minutes 10 seconds West, 16.50 feet and South 7 degrees 12 minutes



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10 seconds West, 67.08 feet to a point;

RUNNING THENCE North 77 degrees 05 minutes 50 seconds West, 55 feet;

THENCE South 10 degrees 47 minutes 40 seconds West, 15 feet;

THENCE North 77 degrees 24 minutes 00 seconds West, 9.52 feet to the said easterly side of State of Highway No. 5464 (Route 22) as presently constituted;

RUNNING THENCE northerly along said easterly side of State Highway No. 5464 (Route 22) as presently constituted the following courses and distances:

North 10 degrees 26 minutes 00 seconds East, 72.97 feet; North 11 degrees 42 minutes 40 seconds East, 30.20 feet; North 11 degrees 47 minutes 20 seconds East, 140.97 feet; and North 11 degrees 46 minutes 20 seconds East, 0.14 feet to the point or place of BEGINNING.

Parcel IV- For Information Only: Anderson Lane, Lewisboro, NY- a/k/a Section: 4E Block: 11135 Lot: 6

ALL that certain plot, piece or parcel of land, situate lying and being in the Town of Lewisboro, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly line of premises acquired by the New York State Department of Public Works by Notice of Appropriation Number 2801 as referred to in Parcel "A" in deed recorded in Liber 7666 cp 701 where same is intersected by the northerly line of premises described in said deed and which point is distant northerly along said westerly line of the premises so acquired by the New York State Department of Public Works, 161.96 feet from the northerly side of the highway known as State Route 138 and which is also the southeasterly corner of the premises herein described:

THENCE RUNNING along said northerly line of premises described in said Parcel V, North 84 degrees 38 minutes 10 seconds West, 32.66 feet and North 87 degrees 40 minutes West, 63.92 feet to the easterly line of lands of the State of New York;

THENCE RUNNING along said easterly line of lands of the State of New York, North 7 degrees 12 minutes 10 seconds East, 16.50 feet to a point (North 2 degrees 44 minutes 10 seconds east, 16.50 feet-Survey);

THENCE RUNNING South 87 degrees 11 minutes 36 seconds East, 74.51 feet and South 84 degrees 38 minutes 10 seconds East, 23.18 feet to a point (South 87 degrees 15 minutes 50 seconds east, 100.77 feet-Survey);

THENCE RUNNING South 11 degrees 04 minutes 45 seconds West, 16.52 feet (South 16 degrees 16 minutes 35 seconds west, 18.05 feet-Survey) to the point or place of BEGINNING.

Parcel V- For Information Only: 5 Anderson Lane, Lewisboro, NY-a/k/a Sheet: 4E Block: 11135 Lot: 5
ALL that certain lot, piece or parcel of land, with the improvements thereon erected, situate, lying and being in the Town of Lewisboro, in the County of Westchester, State of NY;



Beginning at a point on the northerly side of State Route 138 also known as State Highway 9273 and as the highway leading from Goldens Bridge to Lake Waccabuc, where said northerly side of said highway is intersected by the westerly line of premises acquired by the New York State Department of Public Works by Notice of Appropriation Number: 2801 dated December 20, 1960, recorded in Liber 6075 of Deeds Page 369 in the Division of Land Records of Westchester County Clerk's Office as shown on Map filed in said Clerk's Office as Map No. 12650 on December 30, 1960, which point of intersection is the southeasterly corner of the premises herein described:

Thence running along land so acquired by The New York State Department of Public Works, North 11 degrees 04 minutes 45 seconds East 161.96 feet to a point;

Thence running North 84 degrees 38 minutes 10 seconds West 32.66 feet and North 87 degrees 40 minutes West 63.92 feet to land of the State of New York;

Thence running along said land of the State of New York, South 7 degrees 12 minutes 10 seconds West, 147.08 feet to the northerly side of the aforesaid highway;

Thence running along the northerly side of the aforesaid highway, South 77 degrees 25 minutes 20 seconds East 85.77 feet to the point or place of BEGINNING.

Parcel VI- For Information Only: 46 Green Hill Road, Lewisboro, NY- a/k/a Sheet: 4E Block: 11137 Lot: 42 ALL that certain lot, piece or parcel of land, with the improvements thereon erected, situate, lying and being at Goldens Bridge, in the Town of Lewisboro, in the County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point at the southwest corner of the premises herein described, which point of beginning is located on the easterly line of lands now or formerly of Charisma Holding Corp. (formerly of Harold H. Green) distant North 8 degrees 11 minutes 30 seconds East 143.17 feet from the intersection of the easterly boundary line of said lands now or formerly of Charisma Holding Corp. with the northerly line of the roadway known as Green Street and which point of intersection is distant 224.74 feet on a course South 87 degrees 15 minutes 50 seconds East from the intersection of the northerly line of said roadway known as Green Street with the easterly line of New York State Highway leading from Goldens Bridge, New York to Purdys, New York, known as Route No. 22;

RUNNING THENCE from said point of beginning as herein defined and along the mean center line of a stone wall or fence and along the easterly line of lands now or formerly of Harold H. Green and George W. Green the following courses and distances:

North 10 degrees 17 minutes 10 seconds East 119.41 feet;

North 18 degrees 26 minutes 20 seconds East 45.78 feet;

North 29 degrees 10 minutes 00 seconds East 19.31 feet;

North 47 degrees 05 minutes 40 seconds East 19.15 feet;



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North 38 degrees 53 minutes 00 seconds East 33.18 feet;
North 32 degrees 40 minutes 50 seconds East, 104.19;
North 41 degrees 37 minutes 10 seconds East, 47.14 feet;

North 46 degrees 40 minutes 50 seconds East 92.08 feet;

North 41 degrees 52 minutes 20 seconds East 4.70 feet to a point and lands shown on "Map of Green Oaks" filed in the Westchester County Clerk's Office, Division of Land Records on 7/22/83 as Map No. 21296;

RUNNING THENCE along the last said lands South 48 degrees 24 minutes 10 seconds East 116.49 feet, South 02 degrees 14 minutes West 67.01 feet, South 46 degrees 33 minutes 50 seconds West 164.26 feet and South 44 degrees 22 minutes 10 seconds West 219.71 feet to a point;

THENCE running North 80 degrees 45 minutes 40 seconds West 50.01 feet to the point or place of BEGINNING.

TOGETHER with a permanent and perpetual easement and right-of-way for the purposes of ingress and egress over, upon and across a parcel of land adjacent to and immediately south of the premises hereinabove described as follows:

BEGINNING at a point on the northerly side of Green Street where the same is intersected by the easterly line of other lands now or formerly of Charisma Holding Corp.;

RUNNING THENCE from said point of beginning along the easterly boundary line of said lands now or formerly of Charisma Holding Corp. on a course North 8 degrees 11 minutes 30 seconds East 143.17 feet to a point and to the southwest corner of the premises hereinabove described;

RUNNING THENCE on a course South 80 degrees 45 minutes 40 seconds East 50.01 feet to a point;

RUNNING THENCE along lands shown on Map No. 21296 aforesaid South 8 degrees 11 minutes 30 seconds West 134.79 feet to the northerly line of Green Street, hereinbefore referred to; and

RUNNING THENCE westerly along the northerly side of Green Street the following courses and distances:
North 83 degrees 36 minutes 30 seconds West 4.57 feet, South 77 degrees 10 minutes 00 seconds West 12.83 feet and North 86 degrees 27 minutes 50 seconds West 33.56 feet to the point or place of BEGINNING.

Parcel VII- 307 Route 22, Lewisboro, NY-a/k/a Sheet: 4E Block: 11135 Lot: 9
ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Lewisboro, County of Westchester, State of New York and described as follows:

BEGINNING at the intersection of the northerly boundary of the Old Route 138 with the easterly boundary of the existing Goldens Bridge-Purdy-Croton Falls Highway, said point being 146+ feet distant easterly, measured at right angles, from station 373+55+ of the hereinafter described survey baseline for the reconstruction of the Goldens Bridge-Purdy-Croton Fall, State Highway No. 5464;



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THENCE along the last mentioned boundary, the following four (4) courses and distances: one (1) northerly 82+ to a point 150+ feet distant easterly measured at right angles from station 374+37+ of said baseline; two (2) westerly 54+ feet to a point 96+ feet distant easterly measured at right angles from station 374+41+ of said baseline; three (3) southerly 15+ feet to a point 95+ feet distant easterly measured at right angles from station 374+26+ of said baseline; and four (4) westerly 6+ feet to a point 88.8 feet distant easterly measured at right angles, from station 374+26.7 of said baseline;

THENCE through the property of the People of the State of New York, the following three (3) courses and distances: one (1) north 88 degrees 04 minutes 53 seconds west, 18.96 feet to a point 69.97 feet distant easterly, measured at right angles, from station 374+28.89 of said baseline; two (2) south 02 degrees 01 minute 37 seconds west, 46.71 feet to a point 64.53 feet distant easterly, measured at right angles from station 373+82.50 of said baseline; and three (3) south 50 degrees 56 minutes 11 seconds east, 31+ feet to a point on the northerly boundary of Old Route 138, said point being 87+ feet distant easterly, measured at right angles from station 373+61+ of said baseline;

THENCE along the last mentioned boundary of Old Route 138 south 88 degrees 51 minutes 23 seconds east, 59+ feet to the point or BEGINNING.

Said Parcel VII being more particularly described according to survey made by Insite Engineering, Surveying & Landscape Architecture, P.C., dated 03/17/2021 as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Lewisboro, County of Westchester, State of New York and described as follows:

BEGINNING at the intersection of the northerly boundary of the Old Route 138 with the easterly boundary of the existing Goldens Bridge-Purdy-Croton Falls Highway, said point being 146+ feet distant easterly, measured at right angles, from station 373+55+ of the hereinafter described survey baseline for the reconstruction of the Goldens Bridge-Purdy-Croton Fall, State Highway No. 5464;

RUNNING THENCE North 07 degrees 12 minutes 10 seconds East, 80.00 feet to a point;

THENCE North 77 degrees 05 minutes 50 seconds West, 55.00 feet to a point;

THENCE the following (2) courses and distances North 77 degrees 24 minutes West, 9.52 feet to a point, North 77 degrees 24 minutes West, 15.68 feet to a point;

THENCE North 13 degrees 40 minutes 14 seconds East, 46.34 feet to a point;

THENCE North 39 degrees 17 minutes 34 seconds West, 30.20 feet;

THENCE North 77 degrees 25 minutes 15 seconds West, 64.35 feet, to the point or place of BEGINNING.

For Information Only:

Said Premise being known as 5 Anderson Lane, Lewisboro Town, NY.

District: , Section: 4E, Tax Block: 11135, Lot: 5

**UNDERGROUND WATER STORAGE TANK MAINTENANCE AND INSPECTION
DECLARATION AND EASEMENT AGREEMENT**

THIS DECLARATION AND EASEMENT AGREEMENT made and entered into this 14th day of MARCH, 2023 between **CELEBRITY WESTCHESTER REALTY, LLC**, a New York limited liability company doing business as Celebrity Auto of Westchester with its principal place of business located at 321 Route 22, Goldens Bridge, New York, hereinafter referred to as the "Owner" or "Declarant", the **TOWN OF LEWISBORO**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 11 Main Street, South Salem, New York, hereinafter referred to as the "Town" and the **GOLDENS BRIDGE FIRE DISTRICT**, a special district organized and existing under Article 11 of the New York Town Law, and the **GOLDENS BRIDGE FIRE DEPARTMENT, INC.**, a Not-for-Profit Corporation duly formed and existing under the laws of the State of New York, both with offices located at 254 Waccabuc Road, Goldens Bridge, New York, hereinafter collectively referred to as the "Fire Department."

WITNESSETH:

WHEREAS, the Declarant is the owner in fee of certain real property within the Town of Lewisboro, depicted and designated as Sheet 4E, Block 11135, Lots 1, 2, 3, 4, 5, 6 and 7 and Sheet 4E, Block 11137, Lots 9 and 42 on the Tax Map of the Town of Lewisboro, which is more fully described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

WHEREAS, by Resolution duly adopted by the Planning Board of the Town of Lewisboro on March 17, 2020 and filed in the Office of the Town Clerk of the Town of Lewisboro on March 18, 2020, the Owner received Amended Site Development Plan Approval and a Town Stormwater Permit authorizing development upon the Property, as generally shown on the "Layout Plan", "Sheet C-100" prepared for the Owner by JMC Planning, Engineering, Landscape Architecture & Land Surveying, P.C. dated (last revised) November 26, 2019; and

WHEREAS, as a condition of the Amended Site Development Plan Approval and Town Stormwater Permit, the Owner must install, maintain and inspect a 10,000 gallon underground water storage tank and dry hydrant for fire-fighting purposes on the Property (the "Tank and Hydrant") to the satisfaction of the Town Engineer; and

WHEREAS, the Declarant intends the Town and the Fire Department, which provides fire protection services to the Property, to be subject to and be beneficiaries of the Tank and Hydrant and the obligations undertaken by Owner pursuant to this Declaration; and

WHEREAS, the Property shall be subject to a certain easement of access, ingress and egress, by which the Town and Fire Department shall have a right of access to the Tank and Hydrant to maintain and inspect same in accordance with the Amended Site Development Plan Approval and

Town Stormwater Permit (Lewisboro Planning Board Cal. # 10-17 P.B.), as set forth herein. It is expressly understood and agreed that the Town and the Fire Department are under no obligation to maintain or repair the Tank and Hydrant, and in no event shall this Agreement be construed to impose any such obligation on the Town or the Fire Department.

NOW, THEREFORE, the Owner represents and declares that the Property shall be held, transferred, conveyed, and occupied subject to the following binding covenants and easements:

1. The Tank and Hydrant shall be installed by the Owner, its successors and assigns, at their sole cost and expense in accordance with the plans and specifications identified in the Amended Site Development Plan Approval and Town Stormwater Permit (Lewisboro Planning Board Cal. # 10-17 P.B).
2. The Owner, its successors and assigns, shall adequately maintain the Tank and Hydrant, as required under the Amended Site Development Plan Approval and Town Stormwater Permit, at its sole cost and expense. Such maintenance shall insure that the Tank is kept in a water-full condition, and that both Tank and Hydrant are kept in good working condition at all times so that the Tank and Hydrant will perform their design functions in a manner consistent with the requirements of the Amended Site Development Plan Approval and Town Stormwater Permit.
3. The Owner shall not authorize, undertake or permit the alteration, modification, abandonment or discontinuance of the Tank and Hydrant, except in accordance with an approval obtained from the Planning Board of the Town of Lewisboro or other authorized board or official of the Town of Lewisboro, and such approval shall be on written notice to the Fire Department.
4. The Owner, its successors and assigns, shall inspect the Tank and Hydrant once every year and maintain inspection reports for submission to the Town and/or Fire Department, upon request. The inspection shall be performed by a Professional Engineer licensed by the State of New York. The purpose of the inspection is to assure safe and proper functioning of the Tank and Hydrant. Any deficiencies identified during an inspection shall be noted in the inspection reports and shall be promptly rectified by the Owner, its successors and assigns.
5. The Owner, its successors and assigns, hereby grant to the Town and Fire Department, their authorized agents and employees, a non-exclusive easement in perpetuity for access, ingress and egress on, over and under the Property for the purpose of inspecting the Tank and Hydrant whenever the Town and/or Fire Department, in an exercise of reasonable discretion, deem it necessary. The Fire Department shall also have a non-exclusive easement for access, ingress and egress on, over and under the Property for fire-fighting and related purposes including, but not limited to, training exercises relative to the use of the Tank and Hydrant. Training exercises shall be coordinated with Owner in order to avoid and/or minimize interference with business operations upon the Property. The Town shall provide the Owner, its successors and assigns, copies of the inspection findings and a written directive to commence with the repairs, should deficiencies and associated repairs be identified during such an inspection. If during the course of operations the Fire Department encounters a problem with the Tank and/or Hydrant, the Fire Department shall notify the Owner of

such conditions. It is expressly understood and agreed that the Fire Department is under no obligation to inspect, maintain or repair the Tank and Hydrant, and in no event shall this Agreement be construed to impose any such obligation on the Fire Department.

6. In the event the Owner, its successors and assigns, after receipt of written notice from the Town or any notice from Fire Department regarding a problem with the Tank and/or Hydrant, following a reasonable period of time to perform the work necessary to restore the Tank and Hydrant to good working condition, fails to restore the Tank and Hydrant to good working condition acceptable to the Town Engineer, the Town shall have the right but not the obligation to enter upon the Property and take such measures as it shall deem necessary to correct deficiencies in the Tank and Hydrant. It is expressly understood and agreed that the Town and the Fire Department are under no obligation to maintain or repair the Tank and Hydrant, and in no event shall this Agreement be construed to impose any such obligation on the Town or the Fire Department.

7. For purposes of Paragraph 5 herein, the Owner hereby grants to the Town, its authorized agents and employees, a non-exclusive easement in perpetuity for access, ingress and egress on, over and under the Property as shall be necessary for access to the Tank and Hydrant with the right, but not the obligation, to perform such work.

8. In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the Town upon demand, within thirty (30) days of request thereof for all actual costs incurred by the Town hereunder. All costs and expenses incurred by the Town in connection herewith shall be a lien against the Property and shall be collectable against the Owner in the same manner as real property taxes.

9. Any charges which may be imposed in accordance with Paragraph 8 herein shall accrue interest thereon at the maximum legal rate and the cost of collection thereof, including reasonable attorneys' fees, shall be a continuing and binding lien against the Property and shall be the responsibility of the Owner, successors and assigns.

10. The Owner agrees to indemnify and hold the Town and Fire Department, their authorized agents and employees, harmless from and against all claims, damages, losses or expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of this Agreement, including any claims, damages, losses or expenses arising out of or resulting from the failure of the Tank and Hydrant to operate properly, or otherwise arising from the Fire Department's use of the Tank and/or Hydrant.

11. Each grantee accepting a deed, lease or other instrument conveying any interest in the Property, whether or not the same incorporates or refers to this Declaration and Easement Agreement, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by this Declaration and Easement Agreement.


11. Should any covenant, easement or restriction herein contained, of any article, section, subsection, sentence, clause, phrase or term of this Declaration and Easement Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be several and which shall remain in full force and effect.

12. This Declaration and Easement Agreement shall be recorded in the Office of the Westchester County Clerk, Division of Land Records, and shall constitute a covenant running with the land, and shall be binding on the Owner, its successors and assigns.

13. This Declaration and Easement Agreement may not be amended, terminated or superseded without the express written approval of the Planning Board of the Town of Lewisboro, which may be withheld at the sole discretion of said Planning Board. The execution of any amendment hereto shall also be subject to authorization by the Town Board of the Town Lewisboro and shall be made on written notice to the Fire Department.

IN WITNESS WHEREOF, the parties have caused this Declaration and Easement Agreement to be executed as of the day and year first above written.


CELEBRITY WESTCHESTER REALTY, LLC

By: 
Tom Mach, Manager
MICHAEL GHABRIAL


THE TOWN OF LEWISBORO

By: 
Name: Tony Goncalves
Title: Town Supervisor

GOLDENS BRIDGE FIRE DISTRICT

By: 
Name: EDWARD W BRANCATI
Title: COMMISSIONER BOARD CHAIR

GOLDENS BRIDGE FIRE DEPARTMENT, INC.

By: 
Name: DENNIS DEBORGO
Title: CHIEF OF DEPARTMENT

Acknowledgement

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

On the 14 day of March, in the year 2023, before me, the undersigned, personally appeared ~~TOM MAOLI~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michael Ghahrial


Notary Public - State of New York

JANET L. DONOHUE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DO6259627
Qualified in Westchester County
Commission Expires April 16, 2025

Acknowledgement

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

On the 8th day of MARCH, in the year 2023, before me, the undersigned, personally appeared EDWARD W. BRANCATI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



THOMAS M. BENEVENTANO
Notary Public, State of New York
No. 02BE5037582
Qualified in Westchester County
Commission Expires 01/17/2027 2027

Acknowledgement

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On the 8TH day of MARCH, in the year 2023, before me, the undersigned, personally appeared DENNIS DELBURGO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

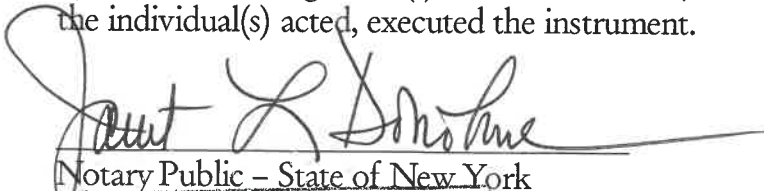


Acknowledgement

THOMAS M. BENEVENTANO
Notary Public, State of New York
No. 02BE5037582
Qualified in Westchester County
Commission Expires 01/17/2027 2027

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On the 14 day of MARCH, in the year 2023, before me, the undersigned, personally appeared TONY GONCALVES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York
JANET L. DONOHUE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DO6259627
Qualified in Westchester County
Commission Expires April 16, 2027

Acknowledgement

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss:

On the ____ day of _____, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Acknowledgement

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On the ____ day of _____, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RECORD AND RETURN TO:
KEANE & BEANE, P.C.
445 Hamilton Avenue – Suite 1500
White Plains, NY 10601
Attn: Judson K. Siebert, Esq.

Schedule "A"

Property Description

