



**TOWN OF LEWISBORO
TOWN BOARD WORK SESSION
AGENDA
TOWN HOUSE
MONDAY, JUNE 12, 2023
7:30 P.M.**

- **PUBLIC COMMENT**
- **CONSENT AGENDA**
 - **Approval of Minutes of May 22, 2023**
 - **Monthly Reports May 2023**
 - **Building Department**
 - **Police Department**
- **NEW BUSINESS**
 - **Resolution: Approving Suburban Carting Application for License to Collect and Dispose of Refuse and Recyclables**
 - **Resolution: Acceptance of MS4 Interim and Annual Reports and Authorizing the Supervisor to Sign**
 - **Resolution: Approving PBA MOA and Authorizing Supervisor to Sign**
 - **Resolution: Truesdale/Waccabuc Wastewater Solution - Authorizing Lead Agency Notice of Intent and Authorizing Supervisor to Submit Intended Use Plan and WQIP & WIIA Grant Applications**
 - **Resolution: Approving Westchester Power Memorandum of Understanding and Authorizing Supervisor to Sign**
- **WORK SESSION TOPIC**
 - **Discussion: Comprehensive Plan Joint Meeting – Town Board, Planning Board, Zoning Board of Appeals, Conservation Advisory Council, Architecture and Community Appearance Review Council**
- **ANNOUNCEMENTS**

Town Board Meeting – June 26, 2023, at 7:30 p.m., at the Town House, 11 Main Street, South Salem

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
Building/Zoning Department
79 Bouton Road
South Salem, NY 10590
M5 Fee Report
From 04/27/2023 To 05/29/2023

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee (I.e. - Final Cost Affidavit Fees, Revised Scope Fee)	8	\$9,517.50
Additional CC Fee (I.e. - Final Cost Affidavit Fees, Revised Scope Fee)	2	\$310.00
Additional CD Fee (I.e. - Final Cost Affidavit Fees, Revised Scope Fee)	6	\$9,207.50
BUILDING PERMIT FEE	76	\$92,175.00
CERTIFICATE OF COMPLIANCE FEE	48	\$11,905.00
CERTIFICATE OF OCCUPANCY FEE	25	\$67,100.00
CIVIL PENALTY - NO PERMIT	1	\$600.00
ENVIRONMENTAL QUESTIONNAIRE -BUILDING	14	\$700.00
FIREWORKS - SPECIAL PERMIT	1	\$150.00
MISCELLANEOUS	2	\$23.00
RE-INSPECTION	3	\$500.00
RECORDS MANAGEMENT FEE	67	\$134.00
RENEWAL FEE	13	\$7,820.00
Wetland Administrative	1	\$150.00
ZONING BOARD APPLICATION	2	\$504.00
	269	\$203,796.00

TOWN OF LEWISBORO

Building & Zoning Department 79 Bouton Road, South Salem, NY 10590 914-763-3060

	2021		2022		2023	YEAR TO DATE INCREASE BY MONTH
	BUDGET REVENUE: \$510,000		BUDGET REVENUE: 600,000		BUDGET REVENUE: 600,000	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$46,580.69	JAN	\$129,768.00	JAN	\$29,327.25	-77%
FEB	\$46,052.00	FEB	\$295,108.75	FEB	\$104,630.00	-65%
MAR	\$152,883.32	MAR	\$39,169.50	MAR	\$157,150.50	301%
APR	\$62,215.75	APR	\$71,303.00	APR	\$89,940.00	26%
MAY	\$87,484.00	MAY	\$80,821.75	MAY	\$200,796.00	148%
JUNE	\$172,756.00	JUNE	\$68,812.00	JUNE		-100%
JULY	\$72,809.49	JULY	\$71,446.25	JULY		-100%
AUG	\$51,153.00	AUG	\$45,824.00	AUG		-100%
SEPT	\$107,715.18	SEPT	\$91,686.50	SEPT		-100%
OCT	\$111,226.00	OCT	\$39,835.75	OCT		-100%
NOV	\$176,999.75	NOV	\$107,509.50	NOV		-100%
DEC	\$50,350.00	DEC	\$57,401.50	DEC		-100%
	\$1,138,225.18		\$1,098,686.50		\$581,843.75	

Town Of Lewisboro Police Department

Monthly Activity Report

Search Type

Start Date

End Date

Incident

01/01/2023

05/31/2023

INC TYPE CATEGORY	January	February	March	April	May	Row Total
Aided Case-EMS	31	17	39	39	31	157
Aided-Assist Citizen	25	16	20	30	24	115
Alarms (Burg./ Fire/ Panic)	23	28	32	27	30	140
Animal	8	7	2	6	6	29
Assist Other Agency	3	4	3	2	4	16
Civil Comp	2	1	2	4	4	13
Criminal Act	1	3		1	1	6
Criminal Mischief	1					1
Detail	32	23	27	25	79	186
Discon/ Disturbance	6	3	8	6	7	30
Domestics	4		1	3	3	11
Fire	3	8	2	5	6	24
Fraud/ Identity Theft	6	1	6	2	2	17
Harassment	4		1	6	2	13
Larceny	2	2		5	2	11
Mental Health Incident	6	7	5	2	2	22
Miscellaneous	6	2	2	5	4	19
Motor Vehicle Accident	12	9	9	10	14	54
Property	2	3	4	2	4	15
Property Check	632	680	675	665	617	3269
Records	12	1	3	4	7	27
Road	2	16	3	5	5	31
Summons Served/Attempted	1	4	4	2	4	15
Suspicious	10	11	10	8	14	53
Trespass	1	5				6
Utility	2	6	1	4	3	16
Vehicle	7	6	14	9	9	45
Vehicle-V/T	66	94	89	107	110	466
totals	910	957	962	984	994	4807

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 x

If applying for renewal, date the current license expires _____ 6/11/23

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 Sani-Pro Disposal Services Corp. dba Suburban Carting Co.
Business Address 566 N State Rd, Briarcliff Manor, NY 10510
Business Telephone & Fax Numbers 914-698-4300, f 914-698-0364
Home & Emergency Telephone Numbers _____

2. VEHICLES

<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>License Number</u>
<u>See attached vehicle list.</u>			

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

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

COMMERCIAL:

<u>Size of Container</u>	<u>Pickup Frequency</u>	<u>Suggested Rate (Per Yard)</u>
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Prices are based on customer needs including material, size and frequency.

Town of Lewisboro
Sani-Pro Disposal Services
Vehicle List

Fleet #	Make	Model	Body Type	License Plate
F27	Peterbilt	520	Front Load	33340PF
F6	Mack	MRU613	Front Load	63495PC
F8	Peterbilt	520	Front Load	96184 MM
R12	Peterbilt	5675FFA	Roll Off	83330PC
R5	Peterbilt	5675FFA	Roll Off	81304MN

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.

RESIDENTIAL:

A. Curbside n/a

B. Driveway less than 125 feet _____

C. Driveway more than 125 feet _____

4. METHOD OF BILLING

Monthly or by contract agreement

Billing is based on arrangement with customer but is typically a monthly invoice that is mailed or emailed to the customer.

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

Entire town

6. LOCATION OF TRANSFER SITES

WIN Waste Transfer (Formerly City Carting), Somers, NY

7. PLACE OF DISPOSITION OF REFUSE

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. 00-0103

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
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Please see attached certificates.

(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

Approximately 90 employees including drivers, helper, mechanics, welders, customer service, administrative and sales staff.

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.

Nicholas Orlando & Joseph Orlando

12. NUMBER OF CUSTOMERS

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).

We have ample staff and equipment to continue service in the event of equipment failure or labor dispute.

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.

Nicholas Orlando 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.

5/22/23 Nicholas Orlando President
Date Applicant Title

(Corporate Seal)

Sworn to before me this 22 day of May, 2023.

Nic Avallone
Notary Public

Nicole Avallone
Notary Public, State of New York
No. 01AV6169675
Qualified in Westchester County
Term Expires 06/25/2027 27

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: \$500

Receipt No./Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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

TCE Insurance Services - Hauppauge
490 Wheeler Road
Ste 251
Hauppauge NY 11788

CONTACT

NAME: Francine Semprini

PHONE
(A/C, No, Ext): 631-352-5700**FAX**

(A/C, No): 631-761-6486

E-MAIL

ADDRESS: fsemprini@tceins.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Accident Fund Insurance Company

10166

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Sani-Pro Disposal Services Corp
Suburban Carting Co
566 North State Road
Briarcliff Manor NY 10510

SANIDIS-01

COVERAGES**CERTIFICATE NUMBER:** 1364713216**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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
A	AUTOMOBILE LIABILITY			CA WNS1013-23	2/21/2023	2/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Town of Lewisboro
11 Main Street
South Salem NY 10590
USA

CANCELLATION

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



SANIDIS-01

JCAPELLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2022

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
Insight Companies Inc.
225 Old Country Road
North Wing
Melville, NY 11747

CONTACT NAME: Jillian Capella
PHONE (A/C, No, Ext): (631) 393-0500
FAX (A/C, No): (631) 393-0505
E-MAIL ADDRESS: jcapella@insightins.com

INSURED

Sani-Pro Disposal Services Corp.
dba Suburban Carting Company
566 North State Road
Briarcliff Manor, NY 10510

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Divide Insurance Company	25224
INSURER B : The Travelers Indemnity Co	25658
INSURER C : State National Insurance Co.	12831
INSURER D : Hanover Insurance Co	22292
INSURER E : Endurance American Specialty	41718
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GSP2020341-16	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-8S342127-22-NF	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	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	AYA71949-0076	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Motor Truck Cargo		IHY H131550 03	12/15/2022	12/15/2023	Limit 100,000
E	Excess Auto Liab.		EXT30014172401	12/15/2022	12/15/2023	Limit 2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Town of Lewisboro
11 Main Street
South Salem, NY 10590

CANCELLATION

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



AGENCY CUSTOMER ID: SANIDIS-01

JCAPELLA

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insight Companies Inc.		NAMED INSURED Sani-Pro Disposal Services Corp. dba Suburban Carting Company 566 North State Road Briarcliff Manor, NY 10510	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Additional Insured and/or Waiver of Subrogation if shown on this certificate are added provided this status is required by a written and executed contract.

NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only) South East Employee Leasing Services, Inc. (LCF) Sani-Pro Disposal Services Corp. dba Suburban Carting Co. 2739 US Highway 19 N Holiday, FL 34691 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., A Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (727) 938-5562 1c. NYS Unemployment Insurance Employer Registration Number of Insured 51-64064 1d. Federal Employer Identification Number of Insured or Social Security Number 05-0591872</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF LEWISBORO TOWN HOUSE 11 MAIN STREET SOUTH SALEM NY 10590</p>	<p>3a. Name of Insurance Carrier State National Insurance Company, Inc. 3b. Policy Number of Entity Listed in Box "1a" AYA71949-0076 3c. Policy effective period 1/1/2023 to 1/1/2024 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".


Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: David Tanner
 (Print name of authorized representative or licensed agent of insurance carrier)
 Approved by:  5/6/2022
 (Signature) (Date)
 Title: Licensed Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: (727) 938-5562

Please note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) SANI-PRO DISPOSAL SERVICES CORP DBA SUBU RBAN CARTING COMPANY ATTN: NICOLE AVALLONE 566 NORTH STATE RD BRIARCLIFF MANOR, NY 10510 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 914-698-4300 1c. Federal Employer Identification Number of Insured or Social Security Number 205187398
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Lewisboro Town House 11 Main Street South Salem, NY 10590	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL678208 3c. Policy effective period 11/01/2022 to 10/31/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/22/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**RESOLUTION DECLARING NOTICE OF INTENT
TO SERVE AS SEQRA LEAD AGENCY
TRUESDALE/WACCABUC WASTEWATER SOLUTION 1**

WHEREAS, the Town Board of the Town of Lewisboro is undertaking a proposed action which seeks to develop a sanitary sewer collection system and wastewater treatment plant for portions of Lake Waccabuc, Lake Rippowam, Lake Oscaleta, and Lake Truesdale in Lewisboro, NY; and

WHEREAS, the proposed action involves determining the feasibility of the formation of a sewer district pursuant to Article 12-A of New York Town Law and the potential future connection of 305 properties to a new wastewater treatment plant with an estimated capacity for 61,000 gallons per day, such connections being effected via 27,000 linear feet of sanitary sewer main; and

WHEREAS, in accordance with the provisions of 6NYCRR Part 617, the Town Board of the Town of Lewisboro intends to serve as Lead Agency for the SEQRA Review of this Type I Action, and in this capacity, will determine if the proposed action will have a significant effect on the environment; and

WHEREAS, it is the intention of the Lead Agency to undertake a coordinated review of this action.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Lewisboro hereby designates its intention to serve as Lead Agency for the SEQRA Coordinated Review of this action.

BE IT FURTHER RESOLVED, that the Town Clerk Janet Donohue is hereby directed to circulate this Notice of Intent to serve as Lead Agency, along with the Environmental Assessment Form and associated documentation, to all Involved Agencies, which shall be given thirty (30) days from the mailing of this Notice of Intent to serve as Lead Agency to challenge the Planning Boards's designation.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Mary Shah	_____	_____
Andrea Rendo	_____	_____
Richard Sklarin	_____	_____
Daniel Welsh	_____	_____
Tony Goncalves	_____	_____

**RESOLUTION AUTHORIZING SUBMISSION OF
GRANT APPLICATION TO NYS ENVIRONMENTAL FACILITIES CORPORATION
TRUESDALE/WACCABUC WASTEWATER SOLUTION 1**

RESOLVED, that the Town Board of the Town of Lewisboro hereby authorizes the submission of a grant funding applications for the proposed Truesdale/Waccabuc Wastewater Solution 1 action, pursuant to the 2024 Intended Use Plan, Water Infrastructure Improvement (WIIA) grants program and/or Water Quality Improvement Program (WQIP) administered through the State of New York and/or New York State Environmental Facilities Corporation; and

BE IT FURTHER RESOLVED that Town Supervisor Tony Goncalves is hereby authorized to execute said applications and any related document required in connection therewith.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Mary Shah	_____	_____
Andrea Rendo	_____	_____
Richard Sklarin	_____	_____
Daniel Welsh	_____	_____
Tony Goncalves	_____	_____

MEMORANDUM OF UNDERSTANDING 2023

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of _____ (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State. On November 15, 2018, the PSC issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016. Since then, nine additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For participating municipalities in the New York State Electric and Gas (“NYSEG”) utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on the Participating Customers’ first meter read date after November 30, 2023.
- e. In compliance with the CCA Orders, the **Municipality** has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the **Municipality** wishes to continue to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **2022 ESA:** The ESA which implements the Sustainable Westchester CCA Program during the period from March 1, 2022 to November 30, 2023.
- b. **2023 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing on or about December 1, 2023 for the NYSEG service territory. The 2023 ESA shall have substantially the same terms outlined in the attached 2023 ESA Template (Attached as Exhibit 1). The 2023 ESA Template generally tracks the 2022 ESA in its content, with minor changes as reflected in the attached 2023 ESA Template Redline (Attached as Exhibit 2).
- c. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; the November 15, 2018 “Order Approving Renewal of the

- Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan; and the January 19, 2023 “Order Modifying Community Choice Aggregation Programs and Establishing Further Process” issued by the PSC in Case 14-M-0224 (the “CCA Framework Modification Order”), which implements certain changes to the administration of CCA Programs in New York State.
- d. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
 - e. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) that procures electric power for Eligible Customers in connection with this CCA Program.
 - f. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the 2022 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 12.5 cents/kwh;
 - ii. Small commercial accounts: 12.5 cents/kwh
 - g. **Default Product** – The product selected by the Municipality for supply to its Eligible Customers upon enrollment, unless they take action to select a different product or opt out. The Default Product for the Municipality shall be (1) the 50% Renewable Clean Power Product or (2) the Standard Product [select one and initial].
 - h. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - i. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - j. **Eligible Customers** – Customers of electricity and/or natural gas eligible to participate in the CCA Program, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order and the CCA Framework Modification Order. Competitive Supplier may provide Firm Full-Requirements Power Supply to Eligible Customers who are not Opt-out Eligible Customers at Competitive Supplier’s sole discretion on an opt-in basis. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of the 2023 ESA.
 - k. **Opt-out Eligible Customers:** Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted-out of the Program.
 - l. **Participating Customers:** Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.
 - m. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.

- n. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Municipality is a member.
 - o. **Public Service Commission (“PSC”):** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission, or any successor state agency.
 - p. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
- 3. Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **the Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2023 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2023 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2023 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2023 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the CCA Orders, including, but not limited to, the Public Service Commission and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the management of the Request for Proposals (“**RFP**”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2023 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications Review, bid evaluation, and selection of a Competitive Supplier, all in a manner that is consistent with this MOU and transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - c. Sign the 2023 ESA for the Default Product selected by the Participating Municipality in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2023 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: the Participating Municipality agrees to:

- a. Sign the 2023 ESA for the Default Product selected by the Participating Municipality in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2022 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. Term and Termination: This Memorandum of Understanding shall expire on the earlier of November 30, 2023 or the date on which the 2023 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the 2023 ESA Template attached hereto as Exhibit 1.

IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City/Town/Village of _____

Authorized Official Name and Title: _____

Signature: _____

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices: _____

Sustainable Westchester, Inc.

Authorized Official Name and Title: _____

Signature: _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: _____

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments:

Exhibit 1, 2023 ESA Template

Exhibit 2, 2023 ESA Template Redline