



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, AUGUST 14, 2023  
7:30 P.M.**

**I. PUBLIC COMMENT I**

**II. COMMUNICATIONS**

**III. CONSENT AGENDA**

- a. Approval of Minutes of July 10, July 24 and July 27, 2023
- b. Monthly Reports July 2023
  - i. Building Department
  - ii. Police Department

**IV. OLD BUSINESS**

- a. Resolution: Approval of Enhanced 911 IMA and Authorizing Supervisor to Sign

**V. NEW BUSINESS**

- a. Resolution: Approving Oak Ridge Hauling Application for License to Collect and Dispose of Refuse and Recyclables
- b. Resolution: Approving AAA Carting & Rubbish Removal, Inc.'s, Application for License to Collect and Dispose of Refuse and Recyclables
- c. Resolution: Approving Waccabuc Country Club's Application for a Cabaret License

**VI. PUBLIC COMMENT II for New Business Only**

**VII. APPROVAL OF CLAIMS**

**VIII. POLLING OF THE BOARD**

**IX. ANNOUNCEMENTS**

**Town Board Meeting – Monday, August 28, 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**

**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	\$86,220.50	25%
JULY	\$72,809.49	JULY	\$71,446.25	JULY	\$86,258.50	21%
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		\$754,322.75	

**TOWN OF LEWISBORO**  
**Building/Zoning Department**  
**79 Bouton Road**  
**South Salem, NY 10590**

M5 Fee Report  
From 06/29/2023 To 07/27/2023

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	17	\$6,210.00
Additional CC Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	11	\$570.00
Additional CO Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	7	\$5,750.00
BLASTING PERMIT	1	\$150.00
BUILDING PERMIT FEE	61	\$38,280.00
CERTIFICATE OF COMPLIANCE FEE	32	\$3,964.00
CERTIFICATE OF OCCUPANCY FEE	29	\$23,110.00
CIVIL PENALTY - NO PERMIT	3	\$6,280.00
DEMOLITION 600 FT AND GREATER	1	\$100.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	3	\$150.00
RE-INSPECTION	1	\$100.00
RECORDS MANAGEMENT FEE	60	\$120.00
RENEWAL FEE	3	\$718.50
ZONING BOARD APPLICATION	3	\$756.00
	232	\$86,258.50

# Town Of Lewisboro Police Department

## Monthly Activity Report

Search Type  
Incident

Start Date  
01/01/2023

End Date  
07/31/2023

INC TYPE CATEGORY	January	February	March	April	May	June	July	Row Total
Aided Case-EMS	31	17	39	39	31	24	33	214
Aided-Assist Citizen	25	16	20	30	24	30	20	165
Alarms (Burg./ Fire/ Panic)	23	28	32	27	30	27	46	213
Animal	8	7	2	6	6	6	17	52
Assist Other Agency	3	4	3	2	4	1	4	21
Civil Comp	2	1	2	4	4	3	7	23
Criminal Act	1	3		1	1		1	7
Criminal Mischief	1							1
Detail	32	23	27	25	79	23	18	227
Discon/ Disturbance	6	3	8	6	7	6	10	46
Domestics	4		1	3	3	2	4	17
Drugs							1	1
Fire	3	8	2	5	6	5	3	32
Fraud/ Identity Theft	6	1	6	2	2	2	2	21
Harassment	4		1	6	2		5	18
Larceny	2	2		5	2	3	3	17
Mental Health Incident	6	7	5	2	2	4	5	31
Miscellaneous	6	2	2	8	3		5	26
Motor Vehicle Accident	12	9	9	10	14	22	17	93
Property	2	3	4	2	4	3	1	19
Property Check	632	680	675	665	617	751	731	4751
Records	12	1	3	4	7	4	2	33
Road	2	16	3	5	5	5	24	60
Summons Served/Attempted	1	4	4	2	4		3	18
Suspicious	10	11	10	8	15	14	14	82
Trespass	1	5				1	2	9
Utility	2	6	1	4	3		17	33
Vehicle	7	6	14	9	9	6	14	65
Vehicle-V/T	66	94	89	107	110	107	160	733
Warrant							2	2
totals	910	957	962	987	994	1049	1171	7030

**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 23<sup>rd</sup> 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.

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

8/4/23

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 Oak Ridge Hauling LLC  
Business Address 307 White Street  
Business Telephone & Fax Numbers 203-743-0405 203-748-0340  
Home & Emergency Telephone Numbers 203-743-0405

2. VEHICLES

TK #	MAKE	MODEL	BODY TYPE	LICENSE PLATE #
RRL-2	KNW	T300	REAR LOAD	56832A
RL-27	FRHT	135	REAR LOAD	L17393
FL-23	MACK	MRU613	FRONT LOAD	66369A
FL-49	MACK	TERRAPR	FRONT LOAD	70361A
RO-28	MACK	GR64	ROLLOFF	64163A
RH-14	FRHT	M2106	ROLLOFF	64209A

It is understood that all equipment is and shall be maintained in good wo

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

COMMERCIAL: Contact our Sales Dept for current rates on specific container sizes - 203-743-0405

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 35.00
- B. Driveway less than 125 feet 40.00
- C. Driveway more than 125 feet 50.00

4. METHOD OF BILLING

Monthly or by contract agreement

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

6. LOCATION OF TRANSFER SITES

307 white st Danbury CT 06810

7. PLACE OF DISPOSITION OF REFUSE

wheelabrator - Bridgeport CT

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. 13-933

9. INSURANCE INFORMATION

Name of Agent	Insurance Company	Policy No.	Policy Period
Arliant Ins. Serv.	Auto- Old Republic INS	1523751431287A	1.1.23 - 1.1.24
	Umb. Indemnity INS	N10908279008	1.1.23 - 1.1.24
	WC - Old Republic INS	2023751431287	1.1.23 - 1.1.24

(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

over 235 employees  
Drivers, laborers, Transfer Station Staff, Office 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.

John Decker CEO  
Michael Brennan COO  
Debra Zambito CFO

12. NUMBER OF CUSTOMERS

182 = Residential 13 = Commercial

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 over 125 various vehicles - 2 Driver Unions - with different bargaining agreements and a management staff licensed to drive commercial vehicles.

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](mailto:townclerk@lewisborogov.com).

Debra Mack

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.

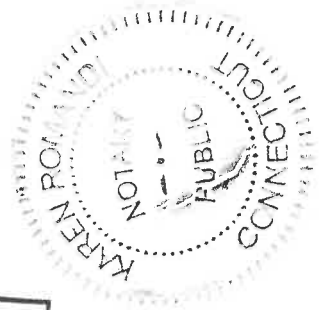
8/2/23  
Date

Debra Mack officer  
Applicant Title

(Corporate Seal)

Sworn to before me this 2nd day of August, 2023.

[Signature]  
Notary Public



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)

12/28/2022

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 7361 Calhoun Place, Suite 630 Rockville MD 20855	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: Impero_Waste_Services_COI@alliant.com														
License#: 0C36861 IMPEWAS-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Indemnity Insurance Company of</td><td>43575</td></tr><tr><td>INSURER B : Merchants National Insurance C</td><td>12775</td></tr><tr><td>INSURER C : Renaissance Re Syndicate 1458</td><td>0</td></tr><tr><td>INSURER D : Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indemnity Insurance Company of	43575	INSURER B : Merchants National Insurance C	12775	INSURER C : Renaissance Re Syndicate 1458	0	INSURER D : Old Republic Insurance Company	24147	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Indemnity Insurance Company of	43575														
INSURER B : Merchants National Insurance C	12775														
INSURER C : Renaissance Re Syndicate 1458	0														
INSURER D : Old Republic Insurance Company	24147														
INSURER E :															
INSURER F :															

**INSURED**  
Impero Waste Services LLC  
Oak Ridge Waste and Recycling of CT, LLC  
Oak Ridge Hauling, LLC  
307 White Street  
Danbury CT 06810

**COVERAGES**

CERTIFICATE NUMBER: 184592422

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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	ENVP0000316-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	152375 1431287A	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	N10908279 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	202375 1431287	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
C	Contractors Pollution	Y	Y	ENVP0000316-23	1/1/2023	1/1/2024	Limit \$1,000,000
B	Excess policy	Y	Y	EXL0002368	1/1/2023	1/1/2024	Limit \$5,000,000

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

General Liability &amp; Contractors Pollution - Blanket Additional Insured/Waiver of Subrogation/Primary Non-Contributory when required by written contract per form GAP PL 01 6/1/2016

General Liability &amp; Contractors Pollution - Use Lloyd's #85202 for A.M. Best Rating - A XV

Auto Liability - Blanket Additional Insured CA 00 01 11-20

Auto Liability - Blanket Primary and Non-contributory if required by written contract per form MANUSCRIPT

Auto Liability - Blanket Waiver of Subrogation if required by written contract per form PCA 05 31 04-14

Workers Compensation - Blanket Waiver of Subrogation if required by written contract per form WC 00 03 13

Workers Compensation - States - CT and NY

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Town of Lewisboro  
11 Main St.  
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

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Impero Waste Services LLC Oak Ridge Waste and Recycling of CT, LLC Oak Ridge Hauling, LLC 307 White Street Danbury CT 06810	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Liability - Blanket Additional Insured/Primary Non-contributory if required by written contract per form XS-41887 1/14  
 Umbrella Liability - Blanket Waiver of Subrogation as required by written contract per form XS-41864 1/14  
 Umbrella Liability policy provides additional layer over the General Liability, Auto Liability and Employers Liability policies  
 Excess policy provides additional layer over Umbrella policy.



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 8/25/23

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 AAA Carting & Rubbish Removal, Inc.  
Business Address 480 Furnace Dock Road, Cortlandt Manor, NY 10567  
Business Telephone & Fax Numbers 914-739-9527 914-739-4967 (F)  
Home & Emergency Telephone Numbers [REDACTED]

## 2. VEHICLES

Make	Model	Body Type	License Number
Kenworth	T270	Dump	84374NA
Mack	Terra	Frontload	69217NB
Mack	Terra	Frontload	31004NE

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>
<u>2-Bud container</u>	<u>as needed</u>	<u>\$8 to \$15 per yard</u>

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 \$40 + tax per month
- B. Driveway less than 125 feet \$58.75 + tax per month
- C. Driveway more than 125 feet \$58.75 + tax per month

4. METHOD OF BILLING

Monthly or by contract agreement

Monthly - commercial Bi-monthly - residential

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

6. LOCATION OF TRANSFER SITES

Wheelabrator 1 John Walsh Blvd, Peekskill, NY

7. PLACE OF DISPOSITION OF REFUSE

Wheelabrator 1 John Walsh Blvd, Peekskill, NY

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. 0403

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
See attached			

(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

Drivers - employees with CDL drivers license who drive trucks

Helpers - employees who dump pails

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.

Pat Cartalemi - President

Linda Cartalemi - Vice President

12. NUMBER OF CUSTOMERS

110

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

Renewal

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 more than enough trucks

All managers have CDL licenses

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](mailto:townclerk@lewisborogov.com).

Linda Cartalemi 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.

8/4/23  
Date

Linda Cartalemi VPres  
Applicant Title

(Corporate Seal)

Sworn to before me this 4 day of August, 2023.

Teasha Milano  
Notary Public

Refuse License Fees:

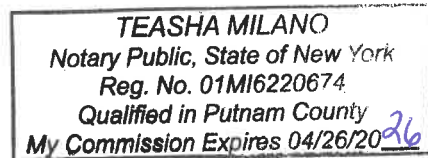
Residential: \$35 for each truck over 10 cubic yards - 1  
\$15 for each truck under 10 cubic yards

Commercial: \$100 for each truck over 10 cubic yards - 2  
\$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)

7/27/2023

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).

<b>PRODUCER</b> TCE Insurance Services - Hauppauge 490 Wheeler Road Ste 251 Hauppauge NY 11788	<b>CONTACT NAME:</b> Francine Semprini <b>PHONE (A/C, No, Ext):</b> 631-352-5700 <b>E-MAIL ADDRESS:</b> fsemprini@tceins.com <b>FAX (A/C, No):</b> 631-761-6486
<b>INSURED</b> AAA Carting & Rubbish Removal Inc 480 Furnace Dock Rd Cortlandt Manor NY 10567	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hudson Specialty Ins Co <b>INSURER B:</b> Imperium Insurance Company <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> UPLAND SPECIALTY INSURANCE CO <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 696323702**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addtl In <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECAP6-HS-GL-000227-01	1/18/2023	1/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ECAP6-IIC-CA-000227-02	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USXTL0271023	1/18/2023	1/18/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability		SCT1221223	1/18/2023	1/18/2024	2,000,000 OCC 2,000,000 AGG

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

Evidence of Insurance

Town of Lewisboro, 11 Main Street, PO Box 500 South Salem, NY 10590 listed as Additional Insured with respects to liability as per written contract.

**CERTIFICATE HOLDER****CANCELLATION** 30 daysTown of Lewisboro  
11 Main Street  
PO Box 500  
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

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**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> AAA Carting & Rubbish Removal, Inc. 480 Furnace Dock Road Cortlandt Manor, NY 10567  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> (914) 739-9527  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  13-4068572
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Town of Lewisboro 11 Main Street PO Box 500 South Salem, NY 10590	<b>3a. Name of Insurance Carrier</b> GUARD INSURANCE GROUP  <b>3b. Policy Number of Entity Listed in Box "1a"</b> ECAP6-IIC-WC-000238-01  <b>3c. Policy effective period</b> 04/01/2023 to 04/01/2024  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above 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 or 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: Patrick Ryder  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  07/27/2023  
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-947-4298

**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 Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter. 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 compensation to any such employee if so employed.
2. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter.



# 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) AAA CARTING & RUBBISH REMOVAL INC 480 FURNACE DOCK RD CORTLANDT MANOR, NY 10567  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 914-739-9527  1c. Federal Employer Identification Number of Insured or Social Security Number 134068572
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Lewisboro 11 Main StreetPO Box 500 South Salem, NY 10590	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL576076  3c. Policy effective period 01/01/2023 to 12/31/2024

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 7/27/2023 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.

## CABARET LICENSE APPLICATION

TOWN OF LEWISBORO  
TOWN HOUSE  
11 MAIN STREET  
SOUTH SALEM, NY 10590

1. Name of applicant John Assumma  
Waccabuc Country Club
2. Location of cabaret 90 Mead Street - Waccabuc, N.Y.
3. Business address P.O. Box 400, 90 Mead Street, Waccabuc, N.Y.
4. Business telephone numbers 914-763-3144, ext # 212
5. Home and emergency telephone numbers 914-763-3144
6. Name of owner Waccabuc Country Club
7. Names and addresses of officers of business, etc. \_\_\_\_\_
- a) Kim Millhous - president - 104 Chapel Road, Cross River, N.Y. 10518
- b) Shawn Regan - Vice President - 114 Dann Farm Road, Pound Ridge, N.Y. 10576
- c) Peter Hall - Secretary - 82 Oscaleta Road, South Salem, N.Y. 10590
8. Operator of premises John Assumma, General Manager
9. Type of musical entertainment Live Bands, D.J., etc.
10. Number of square feet in the room or rooms to be used for cabaret purposes \_\_\_\_\_
11. License fee \$150.00
12. Date 8-3-2023
13. Signature of applicant John D. Assumma

GENERAL MANAGER

Title

Corporate Seal

Sworn to before me this 3 day of August, 2023

Janet L. Donohue  
Notary Public

LICENSE IS NOT TRANSFERABLE

JANET L. DONOHUE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01D06259627  
Qualified in Westchester County  
Commission Expires April 16, 2025