



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, SEPTEMBER 18, 2023  
7:30 P.M.**

**I. PUBLIC COMMENT I**

**II. COMMUNICATIONS**

- a. Proclamation for Library Director Cindy Rubino**

**III. CONSENT AGENDA**

- a. Approval of Minutes of August 28, 2023**
- b. Monthly Reports August 2023**
  - i. Building Department**
  - ii. Police Department**

**IV. OLD BUSINESS**

- a. Discussion: Tree Ordinance**

**V. NEW BUSINESS**

- a. Presentation: Comprehensive Plan Quarterly Update**
- b. Resolution: Authorizing going out to bid for the Oakridge WTP expansion & upgrade project for PFAS.**
- c. Resolution: Approving CRP Sanitation Renewal of License for Commercial Refuse**
- d. Resolution: Approving Amended Agreement with Prime Time Lacrosse**

- e. **Resolution: Authorizing signing SAM Grant Disbursement Agreement for water disinfection system and ADA compliant bathrooms at Fox Valley Park**
- f. **Resolution: SEQR Neg Dec Pedestrian & Bicycle Infrastructure Safety Improvements**
- g. **Discussion: 2024 Library Budget – Director Cindy Rubino**
- h. **Discussion: 2024 Parks and Recreation Budget**
- i. **Discussion: 2024 Highway Budget**
- j. **Discussion: 2024 Maintenance Budget**

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

**VII. APPROVAL OF CLAIMS**

**VIII. POLLING OF THE BOARD**

**IX. ANNOUNCEMENTS**

**Town Board Meeting – Tuesday, September 26, 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

M5 Fee Report

From 07/28/2023 To 08/29/2023

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	14	\$3,315.00
Additional CC Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	3	\$70.00
Additional CO Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	10	\$3,235.00
BLASTING PERMIT	1	\$150.00
BUILDING PERMIT FEE	73	\$25,010.00
CERTIFICATE OF COMPLIANCE FEE	37	\$6,336.00
CERTIFICATE OF OCCUPANCY FEE	33	\$10,870.00
CIV PEN - OCCUP. With NO CO	1	\$120.00
CIVIL PENALTY - NO PERMIT	6	\$10,820.00
DEMOLITION 600 FT AND GREATER	2	\$200.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	6	\$300.00
Flood Development Plan Permit	1	\$250.00
MISCELLANEOUS	3	\$59.25
RE-INSPECTION	2	\$200.00
RECORDS MANAGEMENT FEE	72	\$144.00
RENEWAL FEE	12	\$5,756.00
Stormwater ADMIN	1	\$750.00
Wetland Administrative	1	\$150.00
ZONING BOARD APPLICATION	1	\$252.00
	279	\$67,987.25

**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	\$67,987.25	48%
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		\$822,310.00	

# Town Of Lewisboro Police Department

## Monthly Activity Report

Search Type  
Incident

Start Date  
01/01/2023

End Date  
08/31/2023

INC TYPE CATEGORY	January	February	March	April	May	June	July	August	Row Total
Aided Case-EMS	31	17	39	39	31	24	33	26	240
Aided-Assist Citizen	25	16	20	30	24	30	20	21	186
Alarms (Burg./ Fire/ Panic)	23	28	32	27	30	27	46	38	251
Animal	8	7	2	6	6	6	17	7	59
Assist Other Agency	3	4	3	2	4	1	4	2	23
Civil Comp	2	1	2	4	4	3	7	1	24
Criminal Act	1	3		1	1		1	1	8
Criminal Mischief	1								1
Detail	32	23	27	25	79	23	18	24	251
Discon/ Disturbance	6	3	8	6	7	6	10	4	50
Domestics	4		1	3	3	2	4	3	20
Drugs							1		1
Fire	3	8	2	5	6	5	3	8	40
Fraud/ Identity Theft	7	1	6	2	2	2	2	1	23
Harassment	4		1	6	2		5	3	21
Larceny	2	2		5	2	3	3		17
Mental Health Incident	6	7	5	2	2	4	5	3	34
Miscellaneous	6	2	2	8	3		5	5	31
Motor Vehicle Accident	12	9	9	10	14	22	18	9	103
Property	2	3	4	2	4	3	1	2	21
Property Check	632	680	675	665	617	751	731	700	5451
Records	12	1	3	4	7	4	2	1	34
Road	2	16	3	5	5	5	24	6	66
Summons Served/Attempted	1	4	4	2	4		3	2	20
Suspicious	10	11	10	8	15	14	14	9	91
Trespass	1	5				1	2	2	11
Utility	2	6	1	4	3		17	3	36
Vehicle	7	6	14	9	9	6	14	15	80
Vehicle-V/T	66	94	89	107	110	107	160	97	830
Warrant							2	1	3
totals	911	957	962	987	994	1049	1172	994	8026

# Multi-modal Integration of Trail Plan

## LEWISBORO COMPREHENSIVE PLAN | APPROACH 1

- **Goal:** Provide recommendations for integrating pedestrian and bicycle access between Lewisboro trail system and downtown hamlets.
- Illustrate trail network, identify gaps in connectivity, identify and scope pedestrian and bicycle connecting projects, including intermodal facilities (such as parking)
- Include case studies and recommendations for:
  - Complete streets
  - Typical sections of bicycle and pedestrian facilities
  - Landscape design
  - Signage and way-finding
- **Deliverable:** Narrative of principles and guidelines, illustrative diagrams, precedents, product cut-sheets, and reference standards – included as appendix or “box” in comprehensive plan

# Access + Inclusion Guidelines for Public Spaces

## LEWISBORO COMPREHENSIVE PLAN | APPROACH 2

- **Goal:** Provide Town of Lewisboro with accessibility and inclusion guidelines for public spaces.
- Illustrate best practices for public sapce design with reference to best practices, standards, and legal requirements (ADA).
- Include case studies and recommendations for:
  - ADA accessibility
  - Inclusion related to disabiity (physical, hearing, sight)
  - Intergenerational design (for children and seniors)
  - Site furnishings and play / fitness equipments
  - Signage and wayfinding
- **Deliverable:** Narrative of principles and guidelines, illustrative diagrams, precedents, product cut-sheets, and reference standards – included as appendix or “box” in comprehensive plan

# Hamlet Downtown Design and Streetscape Guidelines

## LEWISBORO COMPREHENSIVE PLAN | APPROACH 3

- **Goal:** Provide Town of Lewisboro and property owners with high-level guidance visual considerations for site design in downtown areas without incorporating site requirements or design review into town zoning.
- Illustrate best practices for site design and management for commercial, institutional, multifamily development, and public spaces.
- Consider upgrades for existing sites and new development
  - Typical street sections
  - Landscape design
  - Furnishings
  - Lighting
  - Signage and wayfinding
  - Environmental and climate considerations
  - Maintenance considerations
- **Deliverable:** Narrative of principles and guidelines, illustrative diagrams, precedents, reference plans and guidelines – included as appendix or “box” in comprehensive plan



Check \$200  
Notarize

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 \_\_\_\_\_

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 CRP Sanitation, Inc.  
Business Address 2 Bayview Rd Cortland Manor, NY 10567  
Business Telephone & Fax Numbers (914) 592-4129 (F) 914-592-4288  
~~Home & Emergency Telephone Numbers~~ (914) 592-4129

2. VEHICLES

Make	Model	Body Type	License Number
Mack	Fel	MR	58096ME
Inter	4300	RL	16220KA

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

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

COMMERCIAL:

Size of Container	Pickup Frequency	Suggested Rate (Per Yard)
<u>Tdr - 8yd</u>	<u>1-5 days</u>	<u>20-24 per yard trash</u> <u>8 per yard recycling</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 \_\_\_\_\_
- B. Driveway less than 125 feet \_\_\_\_\_
- C. Driveway more than 125 feet \_\_\_\_\_

4. METHOD OF BILLING

Monthly or by contract agreement

Monthly

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

Entire Town

6. LOCATION OF TRANSFER SITES

City Carting - Somers, NY Wheelabrator - Peekskill, NY

7. PLACE OF DISPOSITION OF REFUSE

Same

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. 00-0059

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
<u>Haylor, Freyer &amp; Coon</u>	<u>National Interstate</u>		<u>7-1-23-7-1-24</u>

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

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

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

Richard Carbone  
Gary Carbone  
Ronald Carbone

12. NUMBER OF CUSTOMERS

15

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

Subway - N. County Center  
Coyle Construction - Rt 138  
Waccabuc Farm 205 Waccabuc Rd  
Katonah Close Lowell Ct  
Katonah Close Guilford Cir

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).

Our fleet is comprised of over 50 trucks including 10 spares  
We use over 10 different disposal facilities, so if one of our  
main sites is down, we have others to utilize

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).

Anthony Carbone 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.

September 6, 2023  
Date

Attila  
Applicant

SM  
Title

(Corporate Seal)

Sworn to before me this 6 day of September, 2023

Mariessa Werthner  
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 x 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)

6/30/2023

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> Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Gia Clark <b>PHONE (A/C, No, Ext):</b> 315-453-2161 <b>E-MAIL ADDRESS:</b> certificates@haylor.com <b>FAX (A/C, No):</b> 315-362-5747												
<b>INSURED</b> CRP Sanitation, Inc. 2 Bayview Road Cortlandt Manor, NY 10567	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A:</b> Central Mutual Insurance Company</td><td><b>NAIC #</b> 20230</td></tr><tr><td><b>INSURER B:</b> National Interstate Insurance Comp - OH</td><td>32620</td></tr><tr><td><b>INSURER C:</b> Merchants Mutual Ins. Co.</td><td>23329</td></tr><tr><td><b>INSURER D:</b> Vanliner Insurance Company</td><td>21172</td></tr><tr><td><b>INSURER E:</b> Selective Insurance Co of America</td><td>12572</td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Central Mutual Insurance Company	<b>NAIC #</b> 20230	<b>INSURER B:</b> National Interstate Insurance Comp - OH	32620	<b>INSURER C:</b> Merchants Mutual Ins. Co.	23329	<b>INSURER D:</b> Vanliner Insurance Company	21172	<b>INSURER E:</b> Selective Insurance Co of America	12572	<b>INSURER F:</b>	
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<b>INSURER E:</b> Selective Insurance Co of America	12572												
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:** 2086414917**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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	CLP8951227	5/9/2023	5/9/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	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		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$5k Comp Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$5k Coll Ded	Y	WAR831001405 CAW021017306	7/1/2023 7/1/2023	7/1/2024 7/1/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Auto Liability Ded</td><td>\$ 5,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Auto Liability Ded	\$ 5,000				
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
Auto Liability Ded	\$ 5,000																			
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP0002315	7/1/2023	7/1/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
EACH OCCURRENCE	\$ 3,000,000																			
AGGREGATE	\$ 3,000,000																			
	\$																			
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	WRW831001406	7/1/2023	7/1/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
E	Contractors Equipment		S2442364	4/5/2023	4/5/2024	<table><tr><td>Leased/Rented Equip</td><td>\$300,000</td></tr><tr><td>Scheduled Equip</td><td>\$408,929</td></tr><tr><td>Deductible</td><td>\$1,000</td></tr></table>	Leased/Rented Equip	\$300,000	Scheduled Equip	\$408,929	Deductible	\$1,000								
Leased/Rented Equip	\$300,000																			
Scheduled Equip	\$408,929																			
Deductible	\$1,000																			

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

General Liability:  
8-2009 (07/14)- General Liability Plus Endorsement - New York  
8-1834 (12/04)- Amendment of Primary & Excess Provisions

Auto Liability:  
NI CA 5957 (06/14)- Blanket Additional Insured Endorsement- New York  
NI CA 2056 (01/14)- Primary and Non-Contributory Coverage- Additional Insured- Business Auto

Umbrella Follow Form

**CERTIFICATE HOLDER**

Town of Lewisboro  
Town House  
11 Main St  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL LIABILITY PLUS ENDORSEMENT - NEW YORK**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement amends the policy by adding the following; please read each section carefully.

#### **EMPLOYEE BENEFITS LIABILITY COVERAGE**

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS  
 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS  
 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS  
 ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS  
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES  
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US  
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS  
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION  
 VOLUNTARY PROPERTY DAMAGE  
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY  
 FIRE, SPRINKLER LEAKAGE OR EXPLOSION  
 POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT  
 AGGREGATE LIMITS OF INSURANCE AMENDMENT  
 SUPPLEMENTARY PAYMENTS - HIGHER LIMITS  
 REASONABLE FORCE EXPANSION - PROPERTY DAMAGE  
 LOST KEY COVERAGE  
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

#### **A. Employee Benefits Liability Coverage**

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and
- 3) The act, error or omission occurs during the policy period.

##### **2. Exclusions**

This insurance does not apply to:

**a. Dishonesty, Fraud Or Criminal Act**

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury," "property damage" or "personal and advertising injury."

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

**e. Inadequacy Of Performance Of Investment/Advice Given To Participate**

Any "claim" or "suit" based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

**f. Workers Compensation And Similar Laws**

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

**h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

- 1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
- 2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**3. Supplementary Payments - Coverages A and B**

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

**SECTION II - WHO IS AN INSURED**, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

**2.** Each of the following is also an insured:

- a.** Each of your "employees" who is or was authorized to administer your "employee benefit program."
- b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.



3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

**SECTION III - LIMITS OF INSURANCE** is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
  - a) Insureds;
  - b) "Claims" made or "suits" brought;
  - c) Persons or organizations making "claims" or bringing "suits";
  - d) Acts, error or omissions which result in loss; or
  - e) Benefits included in your "employee benefit program."
- 2) \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - a) An act, error or omission; or
  - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension.

#### **4. Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend any "suits" seeking those damages; and
  - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**SECTION IV - CONDITIONS**, Paragraphs 2. and 4. are replaced by the following for the Employee Benefits



Liability Coverage:

**2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
  - 1) What the act, error or omission was and when it occurred; and
  - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
  - 1) Immediately record the specifics of the "claims" or "suit" and the date received; and
  - 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:
  - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - 2) Authorize us to obtain records and other information;
  - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other valid and collectible insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

**SECTION V - DEFINITIONS** is amended by adding the following definitions for Employee Benefits Liability

Coverage:

1. "Administration" means:

- a. Providing information, other than legal advice, to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.
  - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
  - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**SECTION V - DEFINITIONS** - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured.  
Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
  - 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion b. does not apply when in conflict with the requirements of a written contract or agreement.

- 3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

- 1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Additional Insured Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. An express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at



the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - 1) The exceptions contained in Sub-paragraphs d. or f.; or
  - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)**

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

**H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)**

**SECTION II - WHO IS AN INSURED** is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- 1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
- 2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- 3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

**e. Notice of Accident/Occurrence**

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

**f. Unintentional Errors and Omissions**

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

**g. Knowledge of Accident/Occurrence**

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

**J. Voluntary Property Damage**

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**.

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:
  - a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
  - b. To "loss" of property while in transit;
  - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
  - d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
  - e. To "loss" of property included within the "Products/Completed Operations Hazard";
  - f. To "loss" of property which is an "auto" or "mobile equipment."
  - g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**K. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
  - a) Less than 60 feet long; and
  - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto"

is not owned by or rented or loaned to you or the insured;

- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
  - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

**L. Fire, Sprinkler Leakage Or Explosion**

**1. SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.
- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.
2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
3. Paragraph 4.b. of the Other Insurance is amended as follows:

The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:

The term "fire" is replaced by "fire, sprinkler leakage, or explosion."

**M. Pollution Coverage For Upset Of Mobile Equipment**

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.
2. **EXCLUSIONS**
  - a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:
    - f. Pollution

Any loss, cost or expense arising out of any:

  - 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in

- any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

**N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)**

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**O. Supplementary Payments - Higher Limits**

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

**P. Reasonable Force Expansion - Property Damage**

Exclusion 2.a. of Coverage A is replaced with the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. Lost Key Coverage**

**1. SECTION I - COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusion 2.j.4) Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

**2. SECTION II - WHO IS AN INSURED**

The following is added to item 2.a.2)b):

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:



- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

**R. Personal and Advertising Injury Definition**

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

**S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:**

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a. There shall be no duplication of the Limits of Insurance.
- b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

**T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:**

**LIBERALIZATION**

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF PRIMARY AND EXCESS PROVISIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED ENDORSEMENT - NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**WHO IS AN INSURED** under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

- a. currently in effect or becoming effective during the term of the policy; and
- b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those shown in the Declarations for this policy.
3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY COVERAGE -  
ADDITIONAL INSURED - BUSINESS AUTO**

**This endorsement modifies insurance provided under the following:**  
**BUSINESS AUTO COVERAGE FORM**

## SCHEDULE

Name of Person(s) or Organization(s)
<p><b>COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ON A BLANKET BASIS WHEN REQUIRED IN A WRITTEN CONTRACT.</b></p>
<p>This responsibility ends when the contractual obligations of the insured ends.</p>

- A. The following is added to Paragraph c. under **A.1. Who Is An Insured**, of **Section II - Covered Autos Liability Coverage**:

Any person or organization shown in the above Schedule who is required to be named as an additional insured under a written contract or agreement between you and that person or organization is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **Section II**. In addition, the written contract or agreement must be signed and executed by you and the person or organization before the "bodily injury" or "property damage" occurs and in effect during the policy period.

- B. The following is added to Paragraph 5. Other Insurance, under **B. General Conditions of Section IV - Business Auto Conditions:**

If the person or organization in the above Schedule under a written contract or agreement with you requires this insurance to be primary and non contributory, regardless of the provisions under paragraph a. and paragraph d. of part 5. **Other Insurance**, this insurance will be primary and non contributory to any other insurance where the scheduled person or organization is a Named Insured, with respects to the insured's sole negligence. The written contract or agreement must be signed and executed by you and the person or organization before the "bodily injury" or "property damage" occurs and in effect during the policy period.



**Workers'  
Compensation  
Board**

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

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> CRP Sanitation, Inc. 2 Bayview Road Cortlandt Manor, NY 10567  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b>	<b>1b. Business Telephone Number of Insured</b> 914-592-4129  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 132988831
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> Town of Lewisboro Town House 11 Main St South Salem NY 10590	<b>3a. Name of Insurance Carrier</b> Vanliner Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> WRW831001406  <b>3c. Policy effective period</b> 7/1/2023 to 7/1/2024  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input 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: James D. Freyer, Jr  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/30/2023  
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-453-2161

**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.

**AGREEMENT WITH**  
**Prime Time Lacrosse Select LLC**

COOPERATIVE USE AGREEMENT  
BETWEEN  
Town of Lewisboro  
AND  
Prime Time Lacrosse Select LLC  
FOR  
Usage of Onatru Farm Park & Fox Valley Park

This Use Agreement made and entered into this Monday, the eighteenth of September 2023, by and between the Town of Lewisboro, New York, hereafter referred to as “Town” and the Prime Time Lacrosse Select LLC, hereafter referred to as “User” for their Annual South Salem Spring Shootout and Prime Time Summer Invitational lacrosse tournaments, in addition to granting them permission to use Onatru & Fox Valley facilities for practices, clinics, camps and tryouts.

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

**1. Purpose**

The Town agrees to allow the use of Onatru Farm Park (Property) for the sole purpose of conducting a two-day lacrosse tournament during the outlined dates in addition to practices, clinics, camps, and tryouts on dates to be determined between the Town & User.

User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD), and applicable city, county, state, and federal laws and regulations.

**2. Term**

The term of this Use Agreement shall be for the period of three (3) years from the date of entry to August 31, 2025. The User shall have a non-exclusive right to use the Property during the term of this Use Agreement but only on the dates and times specified and agreed to by the Town and the User. User may not schedule an activity on the Property on any other date or time unless with the written permission of the Town and its agents. A refundable \$1,500.00 damage/cleanup deposit will be collected each year for usage of the fields and parks through that calendar year. If deposit is used for any damage, then another check must be issued to cover the next usage. The financial terms and tentative dates the User agrees to during this term;

- **Tournaments**

- **South Salem Spring Shootout**

- **Dates:**

- May 6<sup>th</sup> & 7<sup>th</sup>, 2023
      - May 4<sup>th</sup> & 5<sup>th</sup>, 2024
      - May 3<sup>rd</sup> & 4<sup>th</sup>, 2025

- **Cost:** \$6,000 per weekend

- **PT Summer Invitational**

- **Dates:**

- June 22<sup>nd</sup> & 23<sup>rd</sup>, 2024
      - June 21<sup>st</sup> & 22<sup>nd</sup>, 2025

- **Cost:** \$6,000 Per Weekend

- **Tryouts**

- **Dates:** August TBD
  - **Cost:** \$500 per half day per field (4 hours or less)  
\$1000 per full day per field

- **Camps**

- **Dates:** July TBD
  - **Cost:** \$500 per half day per field (4 hours or less)  
\$1000 per full day per field

- **Practice/Clinic**

- **Dates:** TBD Fall, Spring, & Summer depending on availability
  - **Cost:** \$75 per hour per grass field

### 3. **Town Obligations**

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all days of their tournament due to severe weather or act of God. However, the Town does retain the right to cancel if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the park complex to the User for their annual tournaments, camps, tryouts, clinics & practices.
- c. The Town will provide staff to line and set up each field with lacrosse goals.
- d. The Town will provide parking lot(s) to accommodate the events.



- e. The Town shall provide garbage receptacles and extra liners for the weekend of tournaments.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products.

#### **4. User Obligations**

- a. The User shall inspect the site prior to their tournament in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property and shall not use any facility deemed unsafe until corrected.
- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to selling any food on the premises.
- c. The User shall be responsible for providing enough coaches and staff to supervise all areas of the Property and to conduct the tournament in a safe and enjoyable manner.
- d. The User shall be responsible for supplying porta johns as restroom facilities on Town Property will not be accessible.
- e. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- f. User shall provide a certificate of insurance to the Town of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance with the required information, in a form satisfactory to the Town of Lewisboro, must be presented to the Department.

- g. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay Town for any damage to Property during the term of this Use Agreement as determined by LPRD based on pre- and post-tournament inspections.
- h. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

## **5. Signage**

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

## **6. Structure**

The User shall not alter or modify any existing fields, building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

## **7. Indemnification**

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, guests, invitees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. Termination may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town will give the User an opportunity to timely correct the default upon written notice to User of such breach.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

**Town of Lewisboro**

By: \_\_\_\_\_  
Tony Goncalves, Town Supervisor

Date: \_\_\_\_\_

**Prime Time Lacrosse Select LLC**

By: \_\_\_\_\_  
Nicholas Daniello, Prime Time Lacrosse  
Managing Member

Date: \_\_\_\_\_

**LEWISBORO TOWN BOARD  
TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK**

**COORDINATED ENVIRONMENTAL REVIEW**

**NOTICE TO INVOLVED AGENCIES  
DECLARATION OF INTENT TO BE LEAD AGENCY**

**Pedestrian Improvements with the Hamlets of Lewisboro**

**Date Mailed: September 19, 2023**

**PLEASE TAKE NOTICE**, that at its meeting held on September 18, 2023, the Town of Lewisboro Town Board declared its intent to serve as Lead Agency for the coordinated environmental review of the proposed Unlisted Action described below; agreement among the Involved Agencies is requested pursuant to the applicable requirements set forth in SEQRA, 6 NYCRR Part 617.

**PROPOSED ACTION**

The Town of Lewisboro Town Board has adopted a bond resolution, subject to a permissive referendum, to design and construct pedestrian improvements within three (3) of the Town's hamlets, Goldens Bridge, Cross River and Vista. If approved, the bond would be in the amount of \$2,100,000. The desired pedestrian improvements have been conceptualized; however, formal designs have not yet been prepared. All proposed improvements will be located within New York State Department of Transportation (NYSDOT) rights-of-way and each of the three (3) projects will require NYSDOT input and approval. A description of each project is provided below:

**Goldens Bridge** - Provide crosswalks at the signalized intersection of NYS Route 138 and North Street and a sidewalk along North Street from the MTA parking lot /shopping center driveways to NYS Route 138.

**Cross River** - Provide crosswalks at the signalized intersection of NYS Route 35 and NYS Route 121; provide a sidewalk(s) along Route 121; provide a crosswalk across Route 121 at the northern limits of the project area, in the vicinity of the property line between John Jay schools and the shopping center.

**Vista** - Provide a bike lane along Route 123 between Glen Drive and the entrance to the shopping center; provide a crosswalk across Route 123 at the entrance to the shopping center.

## **SITE LOCATION**

Goldens Bridge (NYS Route 138 and North Street); Cross River (NYS Route 35 and Route 121); Vista (NYS Route 123 and Glen Drive) all in the Town of Lewisboro, Westchester County, New York

## **SEQRA CLASSIFICATION AND IDENTIFIED INVOLVED AND INTERESTED AGENCIES**

The proposed action has been preliminarily classified as an Unlisted Action, pursuant to 6 NYCRR Part 617. The following potential Involved and Interested Agencies have been identified:

### **INVOLVED AGENCIES:**

Town of Lewisboro Town Board  
11 Main Street  
South Salem, NY 10590

New York State Department of Transportation (NYSDOT), Region 8  
Eleanor Roosevelt State Office Building  
4 Burnett Boulevard  
Poughkeepsie, NY 12603

New York State Department of Environmental Conservation (NYSDEC), Region 3  
21 So. Putt Corners Road  
New Paltz, NY 12561

### **INTERESTED AGENCIES:**

Westchester County Planning Board  
148 Martine Ave.  
White Plains, NY 10601

Katonah-Lewisboro School District  
Superintendent of Schools  
60 North Salem Road  
Cross River, NY 10518

## **COORDINATED ENVIRONMENTAL REVIEW PROCEDURES**

Under the applicable standards of SEQRA, 6 NYCRR Part 617, the Town of Lewisboro Town Board has concluded that it is the appropriate agency to serve as Lead Agency for the coordinated environmental review of the proposed action discussed above. At its meeting held on September 18, 2023, the Town Board declared its intent to serve as Lead Agency and authorized the circulation of this Notice to the Involved and Interested Agencies.

This Notice, along with the Short Environmental Assessment Form (EAF), is being sent to all Involved and Interested Agencies. Each Involved Agency is hereby requested to fill out the attached Lead Agency Agreement. If any Involved Agency does not agree that the Town of Lewisboro Town Board should be designated as the Lead Agency, it may follow the procedures set forth in SEQRA 6 NYCRR Part 617. If you have any questions or comments, you may contact:

**Tony Gonçalves, Town Supervisor**  
**P.O. Box 500, 11 Main Street**  
**South Salem, NY 10590**  
**Phone: (914) 763-3151**  
**[Supervisor@lewisborogov.com](mailto:Supervisor@lewisborogov.com)**

Please return the completed Lead Agency Agreement, and any comments you may have, to the above address within 30 days of mailing. If you do not respond within 30 days, it will be interpreted as your consent that the Town of Lewisboro Town Board serve as Lead Agency.

**TOWN OF LEWISBORO TOWN BOARD  
COORDINATED ENVIRONMENTAL REVIEW**

**LEAD AGENCY AGREEMENT**

**Pedestrian Improvements with the Hamlets of Lewisboro**

On behalf of \_\_\_\_\_,  
*(INSERT NAME OF AGENCY)*

I acknowledge receipt of the Lead Agency Notice on the above referenced matter, which was mailed on \_\_\_\_\_.

The above named Involved Agency hereby:

***(Please Check One)***

- ( ) **AGREES** that the Lewisboro Town Board should serve as Lead Agency for the coordinated environmental review of the proposed action and requests that the undersigned continue to be notified of all filings and hearings on this matter.
- ( ) **DOES NOT AGREE** that the Lewisboro Town Board should serve as the Lead Agency and wishes that \_\_\_\_\_ serve as Lead Agency. To contest Lead Agency designation, the undersigned intends to follow the procedures in accordance with SEQRA 6 NYCRR Part 617.6.

Please return within 30 days of the mailing of this correspondence. In addition, please specify the jurisdiction that your agency has over this project, what issues you believe are relevant in connection with this project and any additional comments or questions.

**Tony Gonçalves, Town Supervisor  
P.O. Box 500, 11 Main Street  
South Salem, NY 10590**

**Phone: (914) 763-3151**  
**[Supervisor@lewisborogov.com](mailto:Supervisor@lewisborogov.com)**



# *Short Environmental Assessment Form*

## *Part 1 - Project Information*

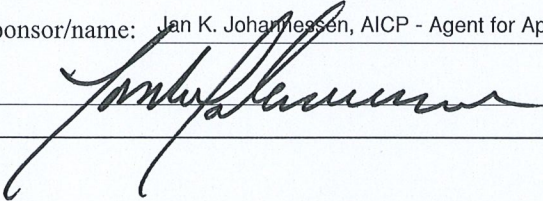
### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

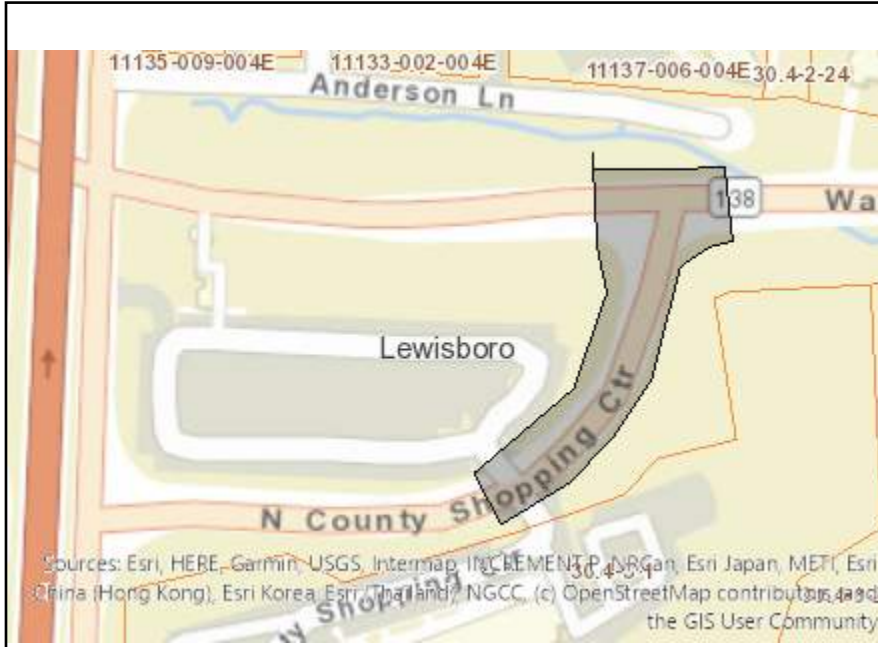
<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3.   a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned _____ acres or controlled by the applicant or project sponsor?				
4. Check all land uses that occur on, are adjoining or near the proposed action: 5.       Urban       Rural (non-agriculture)       Industrial       Commercial       Residential (suburban) <input type="checkbox"/> Forest       Agriculture       Aquatic       Other(Specify): <input type="checkbox"/> Parkland				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
A portion of the Cross River hamlet project area is located within a mapped Archaeological Sensitive Area; however, this site has been previously disturbed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
While the proposed pedestrian improvements will take place on previously disturbed lands containing NYS roadways and shoulders, sidewalks may be proposed along existing roadways. Stormwater runoff from new impervious surfaces will enter the existing NYSDOT stormwater conveyance system.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Jan K. Johannessen, AICP - Agent for Applicant</u> Date: <u>September 14, 2023</u> Signature: <u></u> Title: <u>Principal, Kellard Sessions Consulting</u>		



## Goldens Bridge

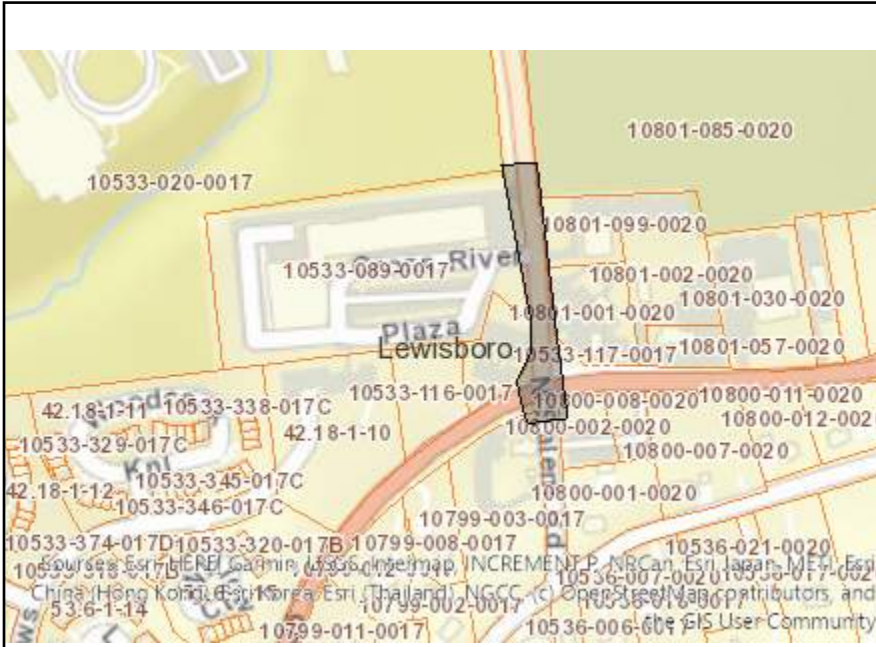


**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

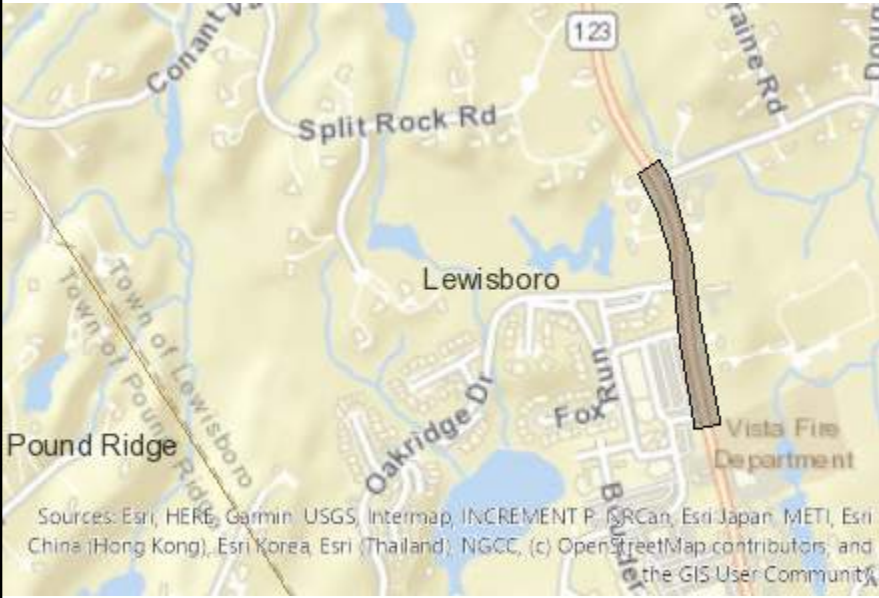
## Cross River



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Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



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Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

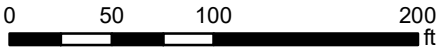


# Hamlet of Goldens Bridge



9/14/2023, 10:19:16 AM

1:1,128



- Municipal Boundaries
- National Wetlands Inventory
- Streams

## Flood Plains

- 100 Year Flood Plain
- 500 Year Flood Plain
- NYS Regulated Wetlands



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



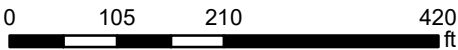
# Hamlet of Cross River



PROJECT AREA - CROSSWALKS  
AT THE SIGNALIZED  
INTERSECTION AND A  
SIDWALK(S) ALONG RT. 35;  
CROSSWALK ACROSS RT. 35 AT  
THE NORTHERN LIMIT OF THE  
PROJECT AREA

9/14/2023, 10:30:38 AM

1:2,257



Municipal Boundaries

Streams

## Flood Plains

100 Year Flood Plain

500 Year Flood Plain

NYS Regulated Wetlands



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148 Martine Avenue Rm 214  
White Plains, New York 10601



# Hamlet of Vista



9/14/2023, 10:41:03 AM

1:4,514

0 215 430 860  
ft



Municipal Boundaries



National Wetlands Inventory



Streams

## Flood Plains



100 Year Flood Plain



500 Year Flood Plain



NYS Regulated Wetlands



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