



**TOWN OF LEWISBORO
TOWN BOARD WORK SESSION
AGENDA
TOWN HOUSE
NOVEMBER 9, 2015
7:30 P.M.**

PUBLIC COMMENT

COMMUNICATIONS

PUBLIC HEARING Regarding the Amendment of Town Code Chapter 212-25, Vehicles and Traffic, to Change Yield Signs to Stop Signs at Main Street and Bouton Road in South Salem

CONSENT AGENDA

- **Approval of Minutes of October 19, 2015**
- **Monthly Reports October 2015**
 - **Building Department**
 - **Police Department**

NEW BUSINESS

- **Resolution to Accept Proposal of City Carting, Inc., to Provide Refuse and Recyclable Collection Services for a 12-Month Period**
- **Resolution to Allow Supervisor to Sign Agreement with East of Hudson Watershed Corporation Regarding Stormwater Retrofit Project on Route 121/North Salem Road**
- **Discussion of East of Hudson and Goldens Bridge Community Association Dredging Project**
- **Discussion of Town Supervisor's 2016 Proposed Budget**

OLD BUSINESS

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

- **Town Board Meeting November 23, 2015 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 Town Offices at Orchard Square 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 meeting, and we will try to accommodate whenever possible.

LOCAL LAW NUMBER __-2015 OF THE TOWN OF LEWISBORO

SECTION 1 -- TITLE

This Local Law shall be known as 2015 Amendments to Section 212-25 Schedule IV: Stop Intersections and Schedule V: Yield Intersections, of Chapter 212: Vehicles & Traffic.

SECTION 2 -- ADOPTION

Now therefore be it enacted by the Town Board of the Town of Lewisboro Local Law __-2015 that this law shall take effect immediately upon filing with the Secretary of State:

SECTION 3 – VEHICLES & TRAFFIC

Section 212-25 of Chapter 212, Vehicles & Traffic, is hereby amended to add the following street locations to the list of stop intersections:

Amend §212-25 – Schedule IV: Stop Intersections.

Stop Sign on	Direction of Travel	At Intersection of
Bouton Road (left leg)	East	Main Street
Bouton Road (right leg)	East	Main Street

SECTION 4 – VEHICLES & TRAFFIC

Section 212-25 of Chapter 212, Vehicles & Traffic, is hereby amended to delete the following street locations from the list of yield intersections:

Amend §212-25 – Schedule V: Yield Intersections.

Yield Sign on	Direction of Travel	At Intersection of
Bouton Road (left leg)	East	Main Street
Bouton Road (right leg)	East	Main Street

SECTION 5 – HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

SECTION 6 -- SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town of Lewisboro hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 7 – EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on Monday, October 19, 2015, at 7:32 p.m. at the Town House, 11 Main Street, South Salem, New York.

PRESENT: Supervisor - Peter H. Parsons
Councilmen - Peter DeLucia, Frank Kelly, John Pappalardo, Daniel Welsh
Town Clerk - Janet Donohue
Absent - None

Also attending was the Attorney for the Town Anthony Mole', Facilities Maintenance Manager Joel Smith and Confidential Secretary/Benefits Coordinator Mary Hafter.

Mr. Parsons called the meeting to order at 7:34 p.m.

PLEDGE OF ALLEGIANCE

Supervisor Parsons led the Pledge of Allegiance to the flag.

PUBLIC COMMENT PERIOD

Bruce Fischberg, who lives on Post Office Road, stated that he is dismayed with the fact that the town is still regrading Schoolhouse Road. He feels that it seems endless. He wants to know when can we say enough is enough. When are we going to stop pouring resources in to this dirt road? When is the town going to stop asking the tax payers of Lewisboro to keep funding this? Mr. Fischberg also thanked the Board for what they did with paving Chapel Road.

Mr. DeLucia stated that the town is trying to maintain a balance with regard to town roads. We have to keep a certain amount of roads dirt. The town is trying to maintain all roads the best they can. Mr. DeLucia stated that the town is looking at all roads and rating all the roads and making decisions. Mr. DeLucia also stated that they are looking at drainage on Schoolhouse Road and this may help.

Mr. Parsons explained that Highway Superintendent, Mr. Ripperger has reduced the cost of maintaining the dirt roads by using a higher grade of item #4 gravel. It stays longer and it doesn't blow into everyone's front yard.

The Board thanked Mr. Fischberg for his comments.

COMMUNICATIONS

Mr. Parsons read a letter of resignation from Ciorsdan Conran stating that she would be leaving the position as Chairperson of the Architectural and Community Appearance Review Council (ACARC) effective December 31, 2015. The Board thanked Ms. Conran for her 15+ years on ACARC. See the below resolution.

ARCHITECTURAL AND COMMUNITY APPEARANCE REVIEW COUNCIL (ACARC) -
Ciorsdan Conran

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED that the Town Board thanks Ciorsdan Conran for her 15+ years of service on the Architectural and Community Appearance Review Council (ACARC).

CONSENT AGENDA

MINUTES - Approved

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board approved the minutes of the October 5, 2015 Town Board meeting.

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

PUBLIC HEARING – Date Set for “Building Lots”, Section 220-10(A)

The Board is considering making an amendment to the zoning code that would allow residents who own parcels of land in the same vicinity of their home, usually adjacent lots or lots across the street, to be able to build accessory buildings or structures on those lots.

The Board will forward the proposed draft of the local law to the Zoning and Planning Boards for their comments and input.

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lewisboro, will hold a public hearing on December 21, 2015 at 7:30 p.m. or soon thereafter as time permits, at the Lewisboro Town House, 11 Main Street, South Salem, New York, for the purpose of hearing the public with regard to amending Chapter 220, Section 220-10(A), entitled “Building lots” to include “Accessory buildings, structures and/or uses shall only be permitted

and located on the same lot as a duly authorized principal building, structure and/or use to which it is accessory, or on a lot under the same ownership that is adjoining or across the street from said lot.”

PUBLIC HEARING – Date Set for Bouton Road Stop Sign

The Highway Superintendent is recommending changing the yield signs at the Bouton Road/Main Street intersection at both the left leg and right leg on to Main Street. The Board would also like to get a letter from Chief Secret regarding any comments he may have regarding this intersection.

On motion by Mr. Parsons, seconded by Mr. Pappalardo, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lewisboro, will hold a public hearing on November 9, 2015 at 7:30 p.m. or soon thereafter as time permits, at the Lewisboro Town House, 11 Main Street, South Salem, New York, for the purpose of hearing the public with regard to amending Chapter 212-25, Vehicles and Traffic, Schedule IV and V, to change the current yield signs to stop signs heading East on the left leg and right leg of Bouton Road which intersects Main Street.

TEMPORARY LIGHTING – John Jay Youth Football

The John Jay Youth Football Cooperating Agency sent Dana Mayclim, Superintendent of Parks and Recreation an email requesting the use of generator lights to be used for evening practices up until the end of November, 2015. They would only use these lights into the early evening hours and they would be using these lights on the Vista Park field.

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does approve the request from the John Jay Youth Football to use portable lighting for evening practices until the end of November, 2015 into the early evening hours and they would be using these lights on the Vista Park field.

MEETINGS – Date Set

There will be a Town Board meeting on Monday, November 9, 2015 at 7:30 p.m. at the Town House, 11 Main Street, South Salem, NY.

CLAIMS – Authorized for Payment

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to authorize payment of the Town's bills in the amount of \$240,972.64.

POLLING OF THE BOARD –

9/11 MEMORIAL – Donation

Mr. Parsons stated that the Board received a letter from the Vista Fire Department asking for a donation towards the 9/11 Memorial which is located on the grounds at the Vista Fire Department. Mr. Parsons wanted to make sure that this would be a proper expense for the Town. Town Attorney, Anthony Mole' stated that as long as it was under a budget line called celebrations that would be fine. However, Mr. Mole' mentioned that the fees in those types of lines are typically nominal.

Mr. DeLucia thought that maybe the Parks and Recreation committee could help out with this and possibly doing some fundraising at various events that Parks and Recreation have. Mr. Kelly also mentioned waiving any fees and allowing them to use town facilities for fundraising.

Mr. Parsons would like to go on to Channel 20 along with the Vista Fire Department and make a simple appeal for money. The Board discussed the possibility of donating benches for the site. The town attorney will investigate the legalities of the town making a donation and will report back to the Board.

CROSS RIVER CROSS COUNTRY/COMMUNITY TRAIL – Authorize Supervisor to Sign Contract

On motion by Mr. Welsh, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board, pursuant to discussions with the Katonah Lewisboro school district, authorizes the Supervisor to sign a contract with Mike Surdej for services in support of the Cross River Cross Country/Community trail at a fixed fee of \$2,000, \$1,500 of which will be reimbursed by the District, and said project support services to include:

- Project planning – identification of tasks and execution strategy
- Budget development
- Coordination of labor – individual and organization volunteers, District support
- Materials and labor procurement coordination
- Trail construction supervision

EXECUTIVE SESSION – Appointments and Possible Legal Matters

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to go into executive session at 7:57 p.m. to discuss appointments and possible legal matters.

TOWN OFFICIALS AND EMPLOYEES – Allow Dental Coverage for Part-Timers

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board allows all part-timers to receive dental coverage through the Town if the employee pays 100% of the premium.

ARCHITECTURAL AND COMMUNITY APPEARANCE REVIEW COUNCIL (ACARC) –
Virginia LoBosco

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board appoints Virginia LoBosco as the Chairperson of the Architectural and Community Appearance Review Council (ACARC) starting January 1, 2016.

On motion by Mr. Parsons, seconded by Mr. Pappalardo, the Board voted 5-0 to come out of executive session at 8:30 p.m.

ADJOURNMENT

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to adjourn at 8:35 p.m.

Janet L. Donohue
Town Clerk

Monthly Report October 2015

Quantity	Bld Permit	Permit	CC/CO	RM	EQ
21	Res Minor Work	\$ 3,430.00	\$ 1,350.00	\$ 42.00	\$ 550.00
1	Res ADD	1750.00	1650.00	2.00	50.00
3	Res Acc Str	1890.00	1590.00	6.00	50.00
10	Res Alt	3670.00	2680.00	18.00	100.00
1	Res New	12400.00	12300.00	2.00	0.00
1	Res Renew	2310.00	0.00	2.00	0.00
0	Comm Alt/Add	0.00	0.00	0.00	0.00
0	Comm Minor	0.00	0.00	0.00	0.00
4	ZBA/ACARC	1500.00	0.00	10.00	0.00
0	Other Permits	0.00	0.00	0.00	0.00
0	220-76C	0.00	0.00	0.00	0.00
13	Wetlands/EQ	1700.00	450.00	0.00	150.00
2	Civil Penalty	490.00	0.00	0.00	0.00
0	Copies	0.00	0.00	0.00	0.00
0	Misc	0.00	0.00	0.00	0.00
Total		\$ 29,140.00	\$ 20,020.00	\$ 82.00	\$ 900.00

Total Receipts : \$ 50,142.00

Total Deposits: \$ 50,142.00

Bldg Insp: Peter Bant

Date: 10/29/15

Total: \$ 50,142.00

50142

Difference

					50142					Difference				
<u>Res. MW</u>	<u>BP</u>	<u>CC</u>	<u>RM</u>	<u>EQ</u>	<u>Residential Add</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>					
Schafer		110	20	2	50	Thea		1750	1650	2	50			
Rosa		140	40	2	50									
Cirigliano		190	90	2	50									
Semegram		220	120	2	50									
Farrugio		140	40	2	50									
Kraljevic		120	20	2	50									
Federal Loan		150	50	2	0									
Hanusik		120	20	2	50									
Penichet		150	50	2	50									
Waccabuc Farms		270	170	2	0									
Chaturvedi		230	130	2	50									
Politz		130	30	2	0									
McCaffery Family		300	200	2	0									
Rogers		120	20	2	50	Column Total		1750	1650	2	50			
Allwood		150	50	2	0	Subtotal			3452					
Politz		130	30	2	0	Comm. MW	BP	CO	RM	EQ				
Markvukaj		110	20	2	0									
AFS Real Prprty		140	40	2	0									
Fremed		160	60	2	0									
Harckham		200	100	2	50									
Rogers		150	50	2	0	Column Total		0	0	0	0			
						Subtotal			0					
						Res. Alt	BP	CO	RM	EQ				
						Blaivas		450	350	0	50			
						Welch		520	420	2	0			
						McCabe		380	280	2	0			
						Hoffman		200	100	2	0			
						O'Shea		400	300	2	0			
						Foster		220	120	2	0			
						Petro		650	550	2	0			
						Real/Bloom		110	20	2	0			
						Rivera		240	140	2	0			
						Babcock		500	400	2	50			
						Column Total		3670	2680	18	100			
						Subtotal			6468					
						Res. New	BP	CO	RM	EQ				
						Laurel Ridge		12,400	12300	2	0			
						Column Total		12400	12300	2	0			
						Subtotal			24702					
						220-76C	BP	CO	RM	EQ				

					Column Total	0	0	0	0
					Subtotal	0			
					Res Renewal	BP	CO	RM	EQ
					Shelley	2310		2	
					Column Total	2310	0	2	0
					Subtotal	2312			
					Wetland	W/P	S/W	EQ	
					Pinnetti	0	450		0
					Steinhardt/Albano	150	0		0
					McGuinness	500	0		0
					Honzawa	0	0		50
					Lewis	150	0		0
					Schafer	150	0		0
					Ukponmwan	150	0		0
					Terleph	150	0		0
					Kenny	0	0		50
					Billingsley	150	0		0
					Morris	0	0		50
					Blaivas	150	0		0
					Chaturvedi	150	0		0
Column Total					3430	1350	42	550	
Subtotal					\$ 5,372.00				
					Column Total	1700	450		150
Civil Penalty					CP	Subtotal 2300			
Foster					240	Other Permits BP CC RM EQ			
Harckham					250				
Subtotal					490				
Comm. Add/Alt					BP	CO/CC	RM	EQ	
					Column Total	0	0	0	0
					Subtotal	0			
					ZBA / ACARC	Permit Application			RM
					Blaivas	250		2	
					Verizon Wireless	250		2	
Column Total					0	0	0	0	
Subtotal					0				
Misc					BP	CO/CC	RM	EQ	
					Wild Oaks Water	250		2	

Column Total	0	0	0	0	Column Total	1500	0	10	0
Subtotal	0				Subtotal	1510			
Cash					Res. A/S	BP	CO	RM	EQ
					Paulhac	780	680	2	0
					Abolt	910	810	2	0
					Bossheart	200	100	2	50
					Column Total	1890	1590	6	50
Subtotal	0				Subtotal	3536			

PATROL ACTIVITY**INCIDENTS REPORTED**

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
Auto Accidents	16	18	15	11	12	16	18	17	8	16	0	0	147
Aided Cases	23	28	23	22	11	21	25	34	29	21	2	0	239
Alarms	43	26	32	31	37	36	51	50	44	41	0	0	391
Animal	12	1	8	12	13	14	18	10	6	7	0	0	101
Assist Other Depts.	8	5	8	7	10	9	6	6	7	10	1	0	77
Burglary	1	0	0	0	0	0	0	0	0	0	0	0	1
Civil Complaints	1	2	2	0	3	3	1	1	2	1	0	0	16
Criminal Activity	0	1	3	4	2	0	2	2	0	1	0	0	15
Domestic Incidents	2	2	3	2	4	1	1	1	2	0	0	0	18
Drug Related Activity	8	1	2	2	2	2	0	5	3	2	0	0	27
Fingerprints	6	3	4	1	4	1	1	1	3	2	0	0	26
Fire	5	3	0	3	3	2	2	2	4	10	0	0	34
Harassment	2	0	0	2	2	1	2	5	1	0	0	0	15
Larceny	3	1	2	2	3	3	4	3	0	3	0	0	24
Miscellaneous	15	12	17	21	35	24	26	26	16	14	1	0	207
Mischief/Vandalism	2	0	1	4	3	0	0	3	1	1	0	0	15
Property Lost/Found	2	2	8	2	8	3	3	4	4	2	0	0	38
Summons/papers served	2	0	0	0	1	1	5	5	2	5	0	0	21
Suspicious Activity	2	0	3	0	1	4	3	1	1	4	0	0	19
Trespass	3	3	3	4	4	8	6	5	8	12	0	0	56
Utilities	0	0	0	1	0	0	3	1	2	1	0	0	8
Vehicles	23	29	24	22	13	0	0	0	0	0	0	0	111
TOTAL INCIDENTS	179	137	158	153	171	149	177	182	143	153	4	0	1606

**D.W.I. ARRESTS
PARKING SUMMONS
APPEARANCE TICKETS**

D.W.I. ARRESTS	0	0	0	1	0	0	0	0	0	2	0	0	3
PARKING SUMMONS	22	8	47	2	20	25	67	63	33	19	2	0	308
APPEARANCE TICKETS	14	2	1	4	4	4	0	10	4	8	0	0	51

VEHICLE AND TRAFFIC

Speeding	27	23	16	33	15	7	21	37	14	33	0	0	226
Agg. Unlic	3	4	0	2	1	3	2	5	2	3	0	0	25
Stop Sign	4	5	2	11	15	7	11	8	0	5	0	0	68
Seat Belts	9	6	20	23	23	20	18	18	18	7	0	0	162
Other	89	60	9	103	23	108	119	166	103	127	0	0	907
TOTAL TRAFFIC	168	108	95	179	101	174	238	307	170	204	2	0	1388

PROPOSAL TO PROVIDE REFUSE AND RECYCLABLES COLLECTION SERVICE

Name of vendor: City Carting, Inc.

1. To provide collection once per week for 12 months for one 8-yard container located at the Town Highway Department \$ 226.89 per month for 12 months = \$ 2,722.68

2. To provide collection once a week for one 8-yard container of paper located at the Town Recycling Center \$ - 0 - per month for 12 months = \$ - 0 -

3. To provide collection once a week for one 8-yard container of comingled recyclables located at the Town Recycling Center \$ - 0 - per month for 12 months = \$ - 0 -

4. To provide collection three times per week for 12 months for one 8-yard container at Onatru Farm, \$ 722.15 per month for 12 months = \$ 8,665.80

5. To provide collection of one 8-yard containers located at the Town Park as follows: Twice a week for the months of April, May, June, July and August; once per week for the remaining months of the year.
\$ 654.20 per month for April May, June, July & August x 5 mos. = \$3,271.00

\$ 352.91 per month rest of year x 7 mos. = \$ 2,470.37
Total contract price for 12 months: \$ 5,741.37

6. To provide collection one time per week for 12 months for one 2-yard container for Oakridge Water & Sewer facility \$ 150.00 per month for 12 months = \$ 1,800.00

7. To provide collection (on-call basis) – approximately one time per 2 months for 12 months for one 2-yard container for Wild Oaks Sewer Treatment facility
\$ 70.00 per month for 12 months = \$ 420.00
(6 pickups)

Total price for 12 months \$ 19,349.85

PROPOSAL FOR ROLL-OFF SERVICE

Per container for up to ten (10) 20- and 30-yard containers for construction and demolition debris.

Per container on an as-needed basis for 20-yard containers

\$ 450.00 per container

Per container on an as-needed basis for 30-yard containers

\$ 495.00 per container

NON-COLLUSION CERTIFICATE

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies under penalty of perjury that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Dated: 10/16/2015

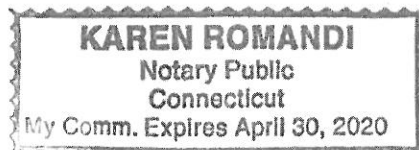
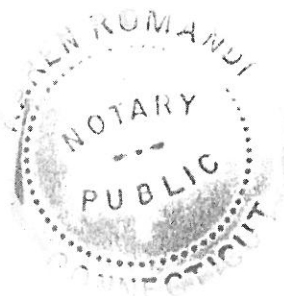
Name of Vendor City Carting, Inc.

By: Robert G. Ozer President
Name Robert G. Ozer Title

Sworn to before me this
16th day of October, 2015

(Corporate seal)

[Signature]
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2015

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

PRODUCER Risk Strategies Company 160 Federal St. 2nd Floor Boston, MA 02110	CONTACT NAME: Jenna Vadala	FAX (A/C, No): (617) 451-8815	
	PHONE (A/C, No, Ext): (617) 330-5739	E-MAIL ADDRESS: jvadala@risk-strategies.com	
INSURED City Carting Inc 8 Viaduct Road Stamford CT 06907	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Ins Co		
	INSURER B: Lexington Ins Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 26901426

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		G27589418001	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISA-H08857386	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		018017665	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Includes Employer's Lib \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WLR-C48151437	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of Lewisboro is included as additional insured with respects to liability and as required by written contract for all operations performed by the insured.

CERTIFICATE HOLDER

CANCELLATION

Town of Lewisboro
11 Main Street
South Salem NY 10590

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

AUTHORIZED REPRESENTATIVE

Mike Christian

M B Christian

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ACORD 25 (2014/01)

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STATE OF NEW YORK
WORKER'S COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW


PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) CITY CARTING INC 8 VIADUCT ROAD STAMFORD, CT 06907	1b. Business Telephone Number of Insured 914 763-3511 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 061200482
2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder) TOWN OF LEWISBORO 11 MAIN STREET SOUTH SALEM, NY 10590	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity listed in box "1a": DBL314716 3c. Policy effective period: 03/01/2015 to 02/28/2017

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

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

Date Signed 10/13/2015 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law.
It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York
Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". **This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".**

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) City Carting Inc. 8 Viaduct Road Stamford, CT 06907 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured <u>914-763-3511</u> 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number <u>06-1200482</u>
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Lewisboro 11 Main Street South Salem, NY 10590	3a. Name of Insurance Carrier <u>Indemnity Ins. Company of North America</u> 3b. Policy Number of entity listed in box "1a" <u>WLR C48151437</u> 3c. Policy effective period 5/1/2015 to 05/01/2016 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

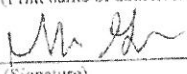
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' 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".

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

Please Note: Upon the 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: Mark Glover
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  10/13/2015
(Signature) (Date)

Title: AVP

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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 FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
L-CR-28**

THIS AGREEMENT, is made and entered into the _____ day of _____, 2015, by and between **EAST OF HUDSON WATERSHED CORPORATION** ("EOHWC"), a not-for-profit local development corporation having its principal office at 2 Route 164, Patterson, New York, the **TOWN OF LEWISBORO**, a municipal corporation, ("Town") having its principal office at 11 Main Street, South Salem, New York and **ANTHONY COTUGNO and BENJAMIN MAULDIN**, residing at 123 N Salem Road, Lewisboro NY 10590 ("Owners"), EOHWC, the Town and Owners collectively referred to as the "Parties";

WHEREAS, EOHWC is assisting its member municipalities in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, Owners desire to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. Owners are the fee owners of certain premises located in the Town of Lewisboro, County of Westchester and State of New York having tax grid number 10802-016-0015, commonly known as 121 N. Salem Road, Lewisboro, New York, and more fully described in Exhibit "A" (the "Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of Owners, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project"). As set forth in Exhibit B, the work shall proceed in two phases. At this time EOHWC is committing to undertake and complete only the first phase of construction and EOHWC shall make a good faith effort to also undertake and complete the second phase. If and when the second phase is determined to be feasible, EOHWC shall provide notice to Owners of its determination to proceed with the second phase. In such event, this Agreement shall remain effective and apply to the second phase of the Stormwater Retrofit Project, and no amendment to this Agreement shall be necessary.

Section 3. Owners hereby grant and convey unto the EOHWC, its successors and assigns forever, and to the Town of Lewisboro, an easement over, across and within the premises described in Exhibit "C" annexed hereto, for the purpose of constructing, installing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices. The easement areas are referred to collectively as the "Easement Premises."

Section 4. EOHWC's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owners agree, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D".

Section 7. EOHWC and the Town shall indemnify and hold harmless Owners from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which Owners incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of Owners.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project on the Property as often and whenever it deems proper, and the Owners shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall

belong to the Owners, provided that the Owners shall not remove or terminate any Stormwater Retrofit Project during the useful life of the project without the express written consent of EOHWC.

Section 9. EOHWC may, at its option and at its sole cost, obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways and the location or proposed location of utility lines. EOHWC shall provide the Owners and the Town with as "as built" survey showing all work and finished conditions within three months of the completion of each phase of the Stormwater Retrofit Project.

Section 10. Owners agree not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owners' use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owners, including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement provided EOHWC proceeds with the SRP in a diligent fashion. EOHWC estimates the construction time to be approximately 4 months.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to Owners' use of the Property and/or the business or operations being conducted by Owners at the Property. EOHWC shall make its best efforts to complete work on each phase of the Stormwater Retrofit Project within six months from the commencement of work.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate upon the completion of the useful life of the Stormwater Retrofit Project.

Section 13. This Agreement may be assigned by EOHWC to the Town of Lewisboro at any time in the sole discretion of EOHWC with the consent of the Town of Lewisboro, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement. Owners shall be given not less than sixty (60) days prior written notice of EOHWC's intention to make such an assignment.

Section 14. Owners hereby covenant that Owners are seized of the Property in fee simple and have good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC. Any future mortgage shall be subordinate to this Agreement.

Section 15. This Agreement shall run with the land for the useful life of the Stormwater Retrofit Project and is binding upon Owners , its successors and assigns.

Section 16. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 17. This Agreement shall be recorded in the office of the County Clerk, County of Westchester.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, the Town and Owners have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Michael Griffin, President

TOWN OF LEWISBORO

By _____
Peter Parsons

ANTHONY CUTUGNO, OWNER

BENJAMIN MAULDIN, OWNER

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

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Cutugno, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin Mauldin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Griffin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

) SS.:

COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Parsons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Description of Easement Premises
- D. Required Forms of Insurance

SCHEDULE A

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Lewisboro, County of Westchester and State of New York, known and designated as Lot No. 6 on a certain map entitled, "Subdivision Map prepared for Harding T. Mason, Jr. situate in the Town of Lewisboro, Westchester County, New York", dated June 28, 1983 and last revised September 20, 1983, made by Bunney Associates, Land Surveyors, filed in the Westchester County Clerk's Office, Division of Land Records on October 3, 1983 as Map No. 21337, being more particularly bounded and described as follows;

BEGINNING at a point on the northerly side of Schoolhouse Road, where the same is intersected by the easterly side of North Salem Road;

RUNNING THENCE along the easterly side of North Salem Road the following four (4) courses and distances;

- 1) North 3 degrees 16' 10" East a distance of 79.94 feet to a point;
- 2) North 4 degrees 13' 20" East a distance of 337.47 feet to a point;
- 3) North 10 degrees 57' 20" East a distance of 228.90 feet to a point and
- 4) North 18 degrees 44' 10" East a distance of 191.09 feet to a point;

RUNNING THENCE along the division line between Lot No. 6 as shown on the aforementioned map and land now or formerly of The Susan Lowe Quaintance Mason Redwing Reservation and Lot No. 5 as shown on the aforementioned map, the following five (5) courses and distances;

- 1) South 83 degrees 18' 50" East a distance of 68.29 feet to a point;
- 2) South 89 degrees 31' 50" East a distance of 100.06 feet to a point;
- 3) South 83 degrees 30' 20" East a distance of 100.95 feet to a point;
- 4) South 86 degrees 27' 20" East a distance of 177.66 feet to a point and
- 5) South 85 degrees 20' 20" East a distance of 10.53 feet to a point;

THENCE continuing along the division line between Lot Nos. 5 and 6 as shown on the aforementioned map, South 8 degrees 28' 30" East a distance of 840.10 feet and South 20 degrees 20' 40" West a distance of 29.94 feet to the northerly side of Schoolhouse Road;

RUNNING THENCE along the northerly side of Schoolhouse Road the following five (5) courses and distances;

- 1) North 89 degrees 03' 30" West a distance of 50.53 feet to a point;
- 2) South 87 degrees 46' 00" West a distance of 194.00 feet to a point;
- 3) North 88 degrees 30' 00" West a distance of 199.28 feet to a point;
- 4) North 82 degrees 07' 00" West a distance of 227.00 feet to a point and
- 5) North 41 degrees 50' 00" West a distance of 52.82 feet to the easterly side of North Salem Road and the point or place of BEGINNING.



EAST OF HUDSON WATERSHED CORPORATION

2 Route 164
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

Project Name: L-CR-28

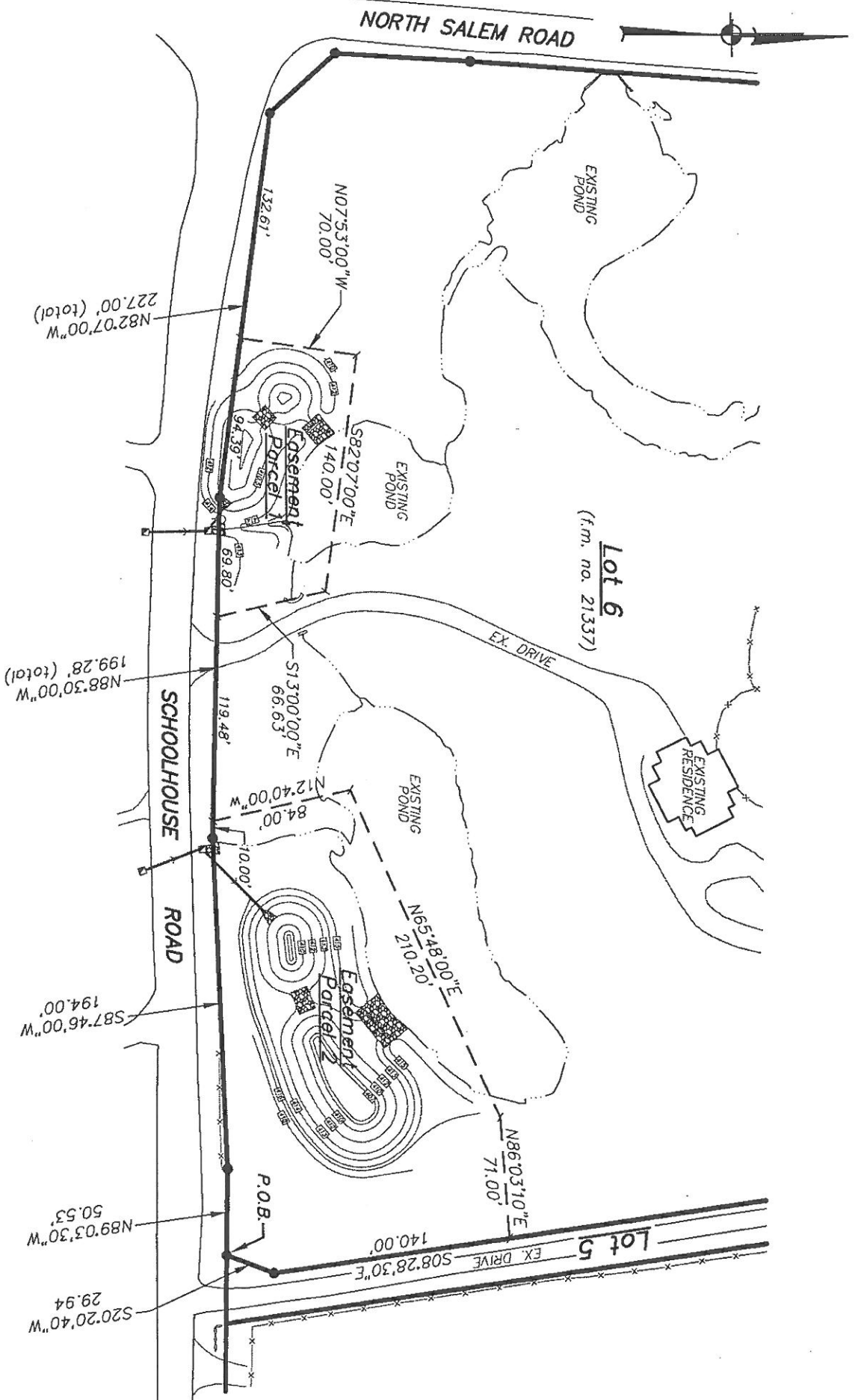
Exhibit B

Address: 121 N. Salem Road, Lewisboro, New York

Project Description:

Perform construction work on the Stormwater Retrofit Projects identified as L-CR-28 that propose to improve water quality in the NYCDEP watershed through the reduction of phosphorus in Stormwater runoff. The Work involves two phases. The first phase is construction of a Wet Extended Detention Pond located at the eastern end of Lot 6 as shown on Insite Engineering drawing E-1. The second phase is the construction of a Micropool Extended Detention Pond near the intersection of North Salem Road and Schoolhouse Road, as shown on Insite Engineering drawing E-1. Both ponds will be constructed in accordance with NYSDEC Stormwater Management Design Manual requirements in order to treat Stormwater runoff before draining to the NYCDEP reservoir system. At the time of this agreement, EOHWC is committing only to complete the Wet Extended Detention Pond, as additional work is needed to define the feasibility of constructing the second phase.

The Work includes, but is not limited to, removal of existing structures and vegetation and installation of drainage facilities, earthwork, rip-rap, outlet control structures, conveyances, and asphalt paving on Schoolhouse Road. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, earthwork, clearing, erosion and sediment control, rip rap stone, site restoration and associated appurtenances, as well as excavation, backfilling, grading, and compaction of soils and stone, demolition and disposal, and all associated appurtenances necessary to complete the Work. The scope of Work is fully described in the Contract Documents, including, but not limited to the Drawings and Specifications prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., dated July 2014.



PROJECT:
EAST OF HUDSON WATERSHED CORP.
STORMWATER RETROFIT
L-CR-28

123 NORTH SALEM ROAD, LEWISBURG, NEW YORK

DRAWING:
EASEMENT SKETCH

PREPARED BY:



**ENGINEERING, SURVEYING &
 LANDSCAPE ARCHITECTURE, P.C.**

3 Garrett Place • Carmel, New York 10512
 Phone (845) 225-9690 • Fax (845) 225-9717
 www.insite-eng.com

DATE: 12/18/14

SCALE: 1" = 80'

PROJECT NO.: 13164.102

FIGURE:

E-1

DESCRIPTION STORMWATER & ACCESS EASEMENTS

EASEMENT PARCEL 1

BEGINNING at a point on the northerly side of Schoolhouse Road, said point distant North 89° 03' 30" West 50.53 feet, South 87° 46' 00" West 194.00 feet, and North 88° 30' 00" West 129.48 feet from a point formed by the intersection of the division line between Lot No. 6 as shown on a certain map entitled, "Subdivision Map prepared for Harding T. Mason, Jr. situate in the Town of Lewisboro, Westchester County, New York", dated June 28, 1983 and last revised September 20, 1983, made by Bunney Associates, Land Surveyors, filed in the Westchester County Clerk's Office, Division of Land Records on October 3, 1983 as Map No. 21337, on the west and Lot No. 5 as shown on the aforementioned filed map on the east with said northerly side of Schoolhouse Road;

THENCE from said point of beginning, continuing along the northerly side of Schoolhouse Road North 88° 30' 00" West 69.80 feet and North 82° 07' 00" West 94.39 feet to a point;

THENCE through lands of the grantor herein North 07° 53' 00" East 70.00 feet, South 82° 07' 00" East 140.00 feet, and South 13° 00' 00" East 66.63 feet to the northerly side of Schoolhouse Road and the point or place of BEGINNING.

EASEMENT PARCEL 2

BEGINNING at a point on the northerly side of Schoolhouse Road, said point being the intersection of the division line between Lot No. 6 as shown on a certain map entitled, "Subdivision Map prepared for Harding T. Mason, Jr. situate in the Town of Lewisboro, Westchester County, New York", dated June 28, 1983 and last revised September 20, 1983, made by Bunney Associates, Land Surveyors, filed in the Westchester County Clerk's Office, Division of Land Records on October 3, 1983 as Map No. 21337, on the west and Lot No. 5 as shown on the aforementioned filed map on the east with said northerly side of Schoolhouse Road;

THENCE from said point of beginning along the northerly side of Schoolhouse Road the following courses and distances: North 89° 03' 30" West 50.53 feet, South 87° 46' 00" West 194.00 feet, and North 88° 30' 00" West 10.00 feet to a point;

THENCE through lands of the grantor herein the following courses and distances: North 12° 40' 00" West 84.00 feet, North 65° 48' 00" East 210.20 feet, and North 86° 03' 10" East 71.00 feet to a point in the aforementioned division line between Lot No. 6 on the west and Lot No. 5 on the east;

**DESCRIPTION
STORMWATER & ACCESS EASEMENTS**

THENCE continuing along same South 08° 28' 30" East 140.00 feet and South 20° 20' 40" West 29.94 feet to the northerly side of Schoolhouse Road and the point or place of BEGINNING.

EXHIBIT "D"

PROJECT: Lewisboro – L-CR-28

PROJECT LOCATION: 121 N. Salem Road, Lewisboro, New York

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Anthony Cutugno and Benjamin Mauldin (Owner)
3. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

GOLDENS BRIDGE COMMUNITY ASSOCIATION
P.O. BOX 701
GOLDENS BRIDGE, NY 10526

October 27, 2015

Mr. Peter Parsons
Town Supervisor
Lewisboro Supervisor
Town House 11 Main Street, P.O. Box 500
South Salem, NY 10590

Peter:

On October 25, 2015, the Goldens Bridge Community Association met and voted to spend up to a maximum of \$30,000 to complete the EOH approved dredging project. It is our understanding that with this letter of our commitment, the Town Board will consider undertaking responsibility for the costs of Kellard – Sessions completing the acquisition of the appropriate permits, the engineering drawings (if not already completed) and periodic inspections of the project.

We would like to begin work on the project early in the fall of 2016. All work on the project, including the off-site disposal of dredged material and restoration of the parking area, must be completed by June 1st, 2017.

Thank you for your assistance in this matter.

Sincerely,

Dan Fast
President, Goldens Bridge Community Association