



**TOWN OF LEWISBORO  
TOWN BOARD WORK SESSION  
AGENDA  
AUGUST 4, 2014  
TOWN HOUSE  
7:30 P.M.**

**PUBLIC COMMENT**

**ANNOUNCEMENTS**

- **Town of Lewisboro to Host Westchester Municipal Officials' Association Reception, Dinner, and Program on March 15, 2015**

**CONSENT AGENDA**

- **Approval of Minutes for July 14, 2014**
- **Monthly Reports – July 2014**
  - **Police Department**

**NEW BUSINESS**

- **Resolution to Honor Geoffrey Egginton**
- **Resolution to Approve Application of Winters Bros. Hauling of CT, LLC, to Collect and Dispose of Refuse and Recyclables in the Town of Lewisboro**
- **Resolution to Authorize Issuance of a Cabaret License for Waccabuc Country Club**
- **Discussion Regarding Proposed Charitable 5K Run/Walk to be Held on Saturday, May 2, 2015, in Support of Stillbirth Research**
- **Resolution to Approve Paving of a Portion of Boway Road**
- **Resolution to Approve Dollar Amount of Bond Anticipation Notes**
- **Resolution to Endorse Application to NYS DOT for “No Left Turn” Sign From Eastbound Route 35 Onto Avery Road Between 7:30 a.m. – 9:30 a.m.**
- **Resolution to Endorse Application to NYS DOT For “No Right Turn” Sign for Commercial Traffic From Northbound Route 123 Onto Spring Hill Lane**
- **Resolution to Hold Public Hearing on “No Commercial Traffic” Sign at East End of Spring Hill Lane**
- **Resolution Authorizing Superintendent of Parks & Recreation to Sign Bus Lease Agreement With KLSD for the 2014-2015 School Year**

- **Resolution to Approve Road Usage Request for the Fourth Annual Church Tavern Biathlon on September 1, 2014**
- **Resolution to Approve a Plan For an Underground Conduit on Town Property to Accommodate Lewisboro Library's Emergency Generator Connection**
- **Resolution to Authorize Supervisor to Sign Tyler Technologies Maintenance Agreement – Assessor Lise Robertson**
- **Resolution to Approve School Resource Officer Program Agreement with KLSD for 2014-2015 School Year and Authorize Forwarding to the PBA for Review**
- **Discussion Regarding Town Code Definition of “Attachment”**

#### **OLD BUSINESS**

#### **APPROVAL OF CLAIMS**

#### **POLLING OF THE BOARD**

#### **ANNOUNCEMENTS**

- **Town Board Meeting August 25 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.**



# WESTCHESTER MUNICIPAL OFFICIALS ASSOCIATION

1133 Westchester Ave., Suite N-220 White Plains, NY 10604 • Phone (914) 948-2075 • Fax (914) 470-2972  
www.wmoaonline.com

### OFFICERS

WILLIAM HANAUER, President  
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### EXECUTIVE COMMITTEE

STEPHEN V. ALTIERI  
Administrator, Mamaroneck  
ROBERTA L. APUZZO  
Councilmember, Mount Vernon  
JUDITH A. BEVILLE  
Town Clerk, Greenburgh  
MICHAEL BLAU  
Administrator, Tarrytown  
BARRY FERTEL  
Councilmember, New Rochelle  
DREW FIXELL  
Mayor, Tarrytown  
ALFRED A. GATTA  
Manager, Scarsdale  
CHUCK LESNICK  
City Council President, Yonkers  
WARREN L. LUCAS  
Supervisor, North Salem  
JOAN A. MAYBURY  
Supervisor, Mount Pleasant  
JOHN PIERPONT  
Manager, Pelham Manor  
LEE V.A. ROBERTS  
Supervisor, Bedford  
MICHAEL SABATINO  
Councilmember, Yonkers  
JOHN SLOAN  
Councilmember, Cortlandt  
CHARLES B. STROME, III  
Manager, New Rochelle

### COUNSEL

LESTER D. STEINMAN, Esq.

### EXECUTIVE DIRECTOR

ANNE M. JANIAK

### FINANCE ASSISTANT

GENNARO FAIELLA

### MEMBERS

ARDSLEY  
BEDFORD  
BRIARCLIFF MANOR  
BRONXVILLE  
BUCHANAN  
CORTLANDT  
CROTON-ON-HUDSON  
DOBBS FERRY  
EASTCHESTER  
ELMSFORD  
GREENBURGH  
HARRISON  
HASTINGS-ON-HUDSON  
IRVINGTON-ON-HUDSON  
LARCHMONT  
LEWISBORO  
MAMARONECK  
MAMARONECK TOWN  
MOUNT KISCO  
MOUNT PLEASANT  
MOUNT VERNON  
NEW CASTLE  
NEW ROCHELLE  
NORTH CASTLE  
NORTH SALEM  
OSSINING  
OSSINING TOWN  
PEEKSKILL  
PELHAM  
PELHAM MANOR  
PELHAM TOWN  
PLEASANTVILLE  
PORT CHESTER  
POUND RIDGE  
RYE BROOK  
RYE CITY  
RYE TOWN  
SCARSDALE  
SLEEPY HOLLOW  
SOMERS  
TARRYTOWN  
TUCKAHOE  
WHITE PLAINS  
YONKERS  
YORKTOWN

TO: Westchester Municipal Officials Association Members

FROM: Mary Marvin, President

RE: 2014 – 2015 Host Community Schedule

DATE: July 25, 2014

Your community is scheduled to host a meeting of the Westchester Municipal Officials for the 2014-2015 year. Enclosed please find a revised schedule for host communities and the meeting guidelines.

If you have any questions, please call our executive director, Anne Janiak, at (914) 948-2075.

Thank you for your attention to this matter. We look forward to having a membership meeting in your community this year.



A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on July 14, 2014, at 7:30 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, Highway Superintendent Peter Ripperger, 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

There were no public comments.

CONSENT AGENDA

MINUTES - Approved

On motion by Mr. Welsh, seconded by Mr. Pappalardo, the Board voted to approve meeting minutes and to receive monthly departmental reports.

On above motion and second, the Board voted 3-0 to approve the Town Board meeting minutes of June 30, 2014.

THE VOTE: Yes - Pappalardo, Parsons, Welsh (3)  
No - None (0)  
Absent - DeLucia, Kelly (2)

REPORTS – Monthly Reports

On the above motion and second, the Board voted 3-0 to accept and file the June reports from the Planning Board and Police Department.

THE VOTE: Yes - Pappalardo, Parsons, Welsh (3)  
No - None (0)  
Absent - DeLucia, Kelly (2)

CABARET LICENSE – Renewal Issued for Smith Ridge Catering

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

THE VOTE:	Yes	- Pappalardo, Parsons, Welsh	(3)
	No	- None	(0)
	Absent	- DeLucia, Kelly	(2)

RESOLUTION

RESOLVED, that the Town Clerk be and hereby is authorized to issue a cabaret license to Smith Ridge Catering LLC for a period of one year.

\*Frank Kelly arrives at 7:37

POLICE DEPARTMENT – Charitable Donation

The police department received a 2014 charitable donation in the amount of \$3,000 to be used for general purposes.

TOWN PROPERTY – Computers for Police Department Vehicles

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

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia,	(1)

RESOLUTION

RESOLVED, that the Lewisboro Police Department will use a 2014 charitable donation in the amount of \$3,000 for air cards for the computer systems in the current police vehicles.

\*Peter DeLucia arrives at 7:43

TOWN PROPERTY – Two Way Radio Communications Equipment

The town has an emergency radio system that is used on a daily basis by the Highway and the Police departments. There are a few upgrades that are being offered by Metrocom. At the same time, we would trade in the repeaters from Farvue Farms that we no longer use and the town would obtain a credit for those.

Mr. Kelly asked Mr. Ripperger if this new radio would cover the whole town since he knows that there have been issues reaching the Vista area with these radios. The existing system is approximately 8 years old and there have been problems with it in the past. The current system is

not optimal. Mr. Pappalardo asked what assurances we have that the new system will work any better.

Mr. Ripperger suggested that we have a representative from Metrocom come to an upcoming Town Board meeting, along with Joe Posadas, the police department and the fire departments. Mr. Ripperger will also ask Mr. Posadas if he has any other suggestions about other providers, etc.

This will be discussed further at an upcoming meeting.

PUBLIC HEARING - Paving on Schoolhouse Road

Mr. Parsons called the public hearing to order. There was no objection to the time or form of the public notice (attached).

Mr. Parsons invited Mr. Raul Verna, Executive Director of the East of Hudson Watershed Corporation, to explain the paving that would cover the portion of Schoolhouse Road, from mailbox #38 to #41, approximately 200 yards. This portion would be paved as part of a phosphorus runoff control project proposed by the East of Hudson Watershed Corporation (EOH). The project would consist of paving 750 linear feet of the dirt road near the Route 121 end, along with adding a new drainage system and retention basin (see attached drawings).

Mr. Verma described the project as aimed at phosphorus reduction over five years, a requirement of meeting heightened state runoff control mandates. Financing for the project will come from EOH. Supervisor Parsons explained that paving was needed to help control sediment and phosphorus that comes down from the steep portion of the road.

Mr. Parsons called for comments from the public. A letter was sent to each resident of Schoolhouse Road announcing the Public Hearing.

Edward Kelly stated that he totally supports the paving of Schoolhouse Road. He feels that Schoolhouse Road was originally intended to be a country road but it is no longer a country road. The traffic count is horrendous and it has become a dangerous road.

Tom DiPaola said that he also supported the project. He said that the road is ultra dangerous and people often end up in the ditches that form alongside, which he claims to be a foot deep on each side when it rains. Mr. DiPaola shared a picture of the road in front of his driveway with the Town Board. Mr. DiPaola feels the whole road needs to be paved and that the second hill should also be considered for paving.

John Breglio stated that he felt something had to be done about the road even though he did not initially support paving, but he will support the paving if this will work. Mr. Breglio stated that he has some reservations about paving creating an even greater problem because the road needs a much better drainage system but if this is the only solution we have, then he supports it.

Teed Welch said that he loved Schoolhouse Road as a dirt road when he bought his home but now the dust had become a terrible problem, creating hazardous driving conditions. He supports this but feels that even more paving should be done.

Letters and emails were also read into the minutes:

Email #1: Thank you for reaching out to us regarding the paving of Schoolhouse Road. Although the continuing dust, ruts and mud are quite inconvenient, there is perhaps an even more serious potential liability. As we all know, several parts of Schoolhouse Road are rather narrow and barely wide enough for two cars to pass. Because of this, many motorists, myself included, drive closer to the center of the road. Last summer a large van proceeding in front of my car produced an extraordinary volume of dust. So much so that I was unable to see an oncoming car until it had passed the van. As usual, I was driving near the center of the road, but I was able to swerve to the right and avoid the oncoming vehicle. This scenario is testament not only to unorthodox driving, but also to the potential liability to our town, should an accident result under these circumstances.

We have lived at 20 Schoolhouse for 22 years and that amounts to 22 years of hoping that our road would someday be paved. Please help the residents of Schoolhouse Road and other residents of Lewisboro who use this road by paving it in its entirety. It's only about a mile long.

Thank you,

Richard Bailey & Dale Schlein

Email #2: Dear Mr. Parsons,

I will not be able to attend the hearing on Monday, but as the owner of the property that serves as a "catch basin" for the road runoff from the top of the hill, I would like to put in my two cents. I have lived on dirt roads for the past 24 years, and love the natural setting. But the road has gotten out of control, and has filled my pond to overflow, and washed out my driveway in the process. I have had it redone six times.

When I moved to this magical town 14 years ago, there were river otters and amazing waterfowl living in that pond. Now the pond is filled with foul water. The ponds are so clogged with road rock etc. that there is no room for the wildlife. Furthermore, 40 years ago there was a diving board because the pond was deep enough in which to swim.

I believe paving a small part of the road might stem the flow of debris from above. If my ponds fill much further, it too will overflow and continually wash out the lower part of Schoolhouse, making it impassible for anyone.

My deed includes an agreement with the town when the easement was given for the catch basins, stating that the town would keep the pond from falling into its current state. But I understand cleaning the pond would cost the town an enormous amount of money, as does the continual re-grading of the road after every storm. I too worry about cars careening down the road and am amazed to admit I am in favor of the paving. But something has to be done. And soon!

Thank you, Jane Amsterdam

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 public hearing for the paving of Schoolhouse Road, from mailbox #38 to #41, approximately 200 yards, is now closed.

Supervisor Parsons said that he believed a clear point of view had been expressed. He stated that what the Town Board heard tonight seems to be a basis for a solution and perhaps it can be extended. Supervisor Parsons responded that the town should first take advantage of the funds being offered by the EOH, which will not come directly from the taxpayers of the town.

When asked about the timing of the work, Mr. Verma said that he believed it could start in early to mid September and be concluded in about two months.

All Board members agreed that the town should move forward with this project and they support the plan.

PUBLIC HEARING - Proposed amendment to Chapter 212-25, Vehicles and Traffic, of the Code of the Town of Lewisboro

Mr. Parsons called the public hearing to order. There was no objection to the time or form of the public notice (attached). Mr. Parsons called for comments from the public.

There were no public comments.

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

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

RESOLUTION

RESOLVED, that the public hearing for the proposed amendment to Chapter 212-25, Vehicles and Traffic, of the Code of the Town of Lewisboro, is now closed.

TOWN CODE – Amendment to Chapter 212-25, Vehicles and Traffic, of the Code of the Town of Lewisboro

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

THE VOTE:	Yes	- DeLucia, Kelly, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- Pappalardo	(1)

RESOLUTION

TOWN CODE – Proposed Amendment for Vehicles and Traffic, Chapter 212-25

On motion by Mr. Parsons, seconded by Mr. Kelly, 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 of the Town of Lewisboro did, at a public hearing held on Monday, July 14, 2014, adopt Local Law No. 3-2014, which amends Chapter 212-25, Vehicles and Traffic of the Town of Lewisboro as follows:

LOCAL LAW NUMBER 3-2014 OF THE TOWN OF LEWISBORO

SECTION 1 -- TITLE

This Local Law shall be known as 2014 Amendments to Section 212-25 Schedule IV: Stop 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 3-2014 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.**

<b>Stop Sign on</b>	<b>Direction of Travel</b>	<b>At Intersection of</b>
West Road	North	Hack Green Road
West Road	South	Hack Green Road

**SECTION 4 – 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 5 -- 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 6 – 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.

**HIGHWAY – New Equipment Cab and Chassis**

During the June 30, 2014 meeting, Mr. Ripperger mentioned to the Board that he would like to purchase a new cab and chassis and erect this onto an old body which is still salvageable and has an excellent engine. The cost would be approximately \$14,000/year over a 7 year period. The Board suggested that Mr. Ripperger obtain all the necessary paperwork, which he presented to them this evening.

First Niagara Leasing submitted a proposal to Mr. Ripperger for a 7 year lease which totaled approximately \$76,781.00. The first payment would not be due until 2015 and it would be reflected in the 2015 budget.

Supervisor Parsons feels that this is an opportunity that we should take. If we don’t replace this truck we would be running a truck short in the lake areas.

Councilman Welsh asked how much it would cost the town to purchase a complete new truck and Mr. Ripperger replied approximately \$130,000.

Mr. Ripperger stated that this was a truck that he wanted to replace a year ago. Mr. Ripperger offered to take \$10,000 out of his budget.

On motion by Mr. Parsons, seconded by Mr. Kelly, 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 proposal from First Niagara Leasing, Inc. for a 7 year lease for a new Terra Star Cab and Chassis to be purchased by the Highway Department for a total amount of \$76,781.11, with the first payment due in 2015.

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 \$176,392.17.

POLLING OF THE BOARD

BIKE AND PEDESTRIAN WALKWAY PLAN – Goldens Bridge

With the news that Route 138 is being repaved, Councilman Welsh did send a letter to an organization asking them for consideration regarding a bike and pedestrian walkway plan in this area. He did receive a response from this organization stating that they have forwarded his letter to the appropriate task force.

FRIENDS OF WESTCHESTER PARKS – Forum

Mr. Welsh stated that The Friends of Westchester Parks is trying to get people and groups interested and organized in the rail trail. He will keep the Board updated on their progress.

COUNTY WORKSHOP – Goldens Bridge Area

Councilman Welsh is trying to coordinate a half day County workshop in the Goldens Bridge area with the Metro Transportation Authority (MTA) sometime late in September. He will keep the Board updated on his progress.

PARKS AND RECREATION DEPARTMENT – Free Rugby Clinics

Councilman Kelly announced free rugby clinics that will take place at the upper Fox Valley field on Saturday, July 19 and July 26, 2014. All are welcome.

EAGLE SCOUT PROJECT – Purple Martins Bird Houses

Councilman Kelly reported that James Kelly has completed his Eagle Scout Project which consisted of building and erecting 3 Purple Martin birdhouses.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) EXCESS PROPERTY- Excess Property

Mr. Kelly would like to look into reacquiring the excess DEP property, which is adjacent to the town, in a swap. We have some parcels that we may be able to swap with them. Supervisor Parsons will look at the file that was previously put together and the Board will start to work on this in the near future.

PARKS AND RECREATION – Fecal Accidents at Pool

Mr. DeLucia brought up the idea of fining parents who are not adequately using swimmy diapers on their children who are not potty trained and who use the town pool. A few YMCA’s do have fines in place, even removing the individual’s pool permit. A lot of money is lost between closing the pool, paying the lifeguards, chemicals, etc. By having a fine in place, it could act as an eye opener to parents. Signage could be placed in the front stating the requirements, fines, etc. Further discussion will take place on this subject.

MEETINGS – Dates Set

There will be a Town Board Work Session meeting on Monday, July 28, 2014 at 7:30 p.m. at the Town House, 11 Main Street, South Salem, NY.

EXECUTIVE SESSION – To Discuss Personnel Issues

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to go into executive session at 8:30 p.m. to discuss personnel issues.

On motion by Mr. Parsons, seconded by Mr. Pappalardo, the Board voted 5-0 to come out of executive session.

TOWN OFFICIALS & EMPLOYEES – Special Prosecutor

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 Margaret Clark as special prosecutor to prosecute the pending Estate Motors matter in Lewisboro Justice Court for an amount not to exceed \$1,500.

ADJOURNMENT

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to adjourn at 8:40 p.m.

Janet L. Donohue  
Town Clerk

# CERTIFICATE OF PUBLICATION

State of Connecticut  
County of Fairfield

ss Ridgefield

I, Thomas B. Nash, being duly cautioned and sworn depose and say that I am the Publisher of Hersam Acorn, LLC. and that there was printed in The Lewisboro Ledger, a weekly paper published in the Town of Ridgefield, CT on July 3, 2014 a copy of the attached order of notice.

*Thomas B. Nash*

Subscribed and sworn to this 7th day of July 2014 before me.

*Linda Zarczynski*

Notary Public  
Linda Zarczynski

My Commission Exp. Oct-01, 2015

call the Town Clerk's office at 914-763-3511 in advance. Notices can also be viewed on the town's website at HYPERLINK "http://www.lewisborogov.com" www.lewisborogov.com.

TOWN OF LEWISBORO  
NOTICE OF HEARING  
NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lewisboro, will hold a public hearing on July 14, 2014, at 8 p.m. at the Lewisboro Town House, 11 Main Street, South Salem, New York, for the purpose of hearing the public with regard to paving a portion of Schoolhouse Road, from mailbox #38 to #41, approximately 200 yards. Lewisboro is committed to equal access for all. Anyone needing accommodations to attend or participate in this meeting is encouraged to

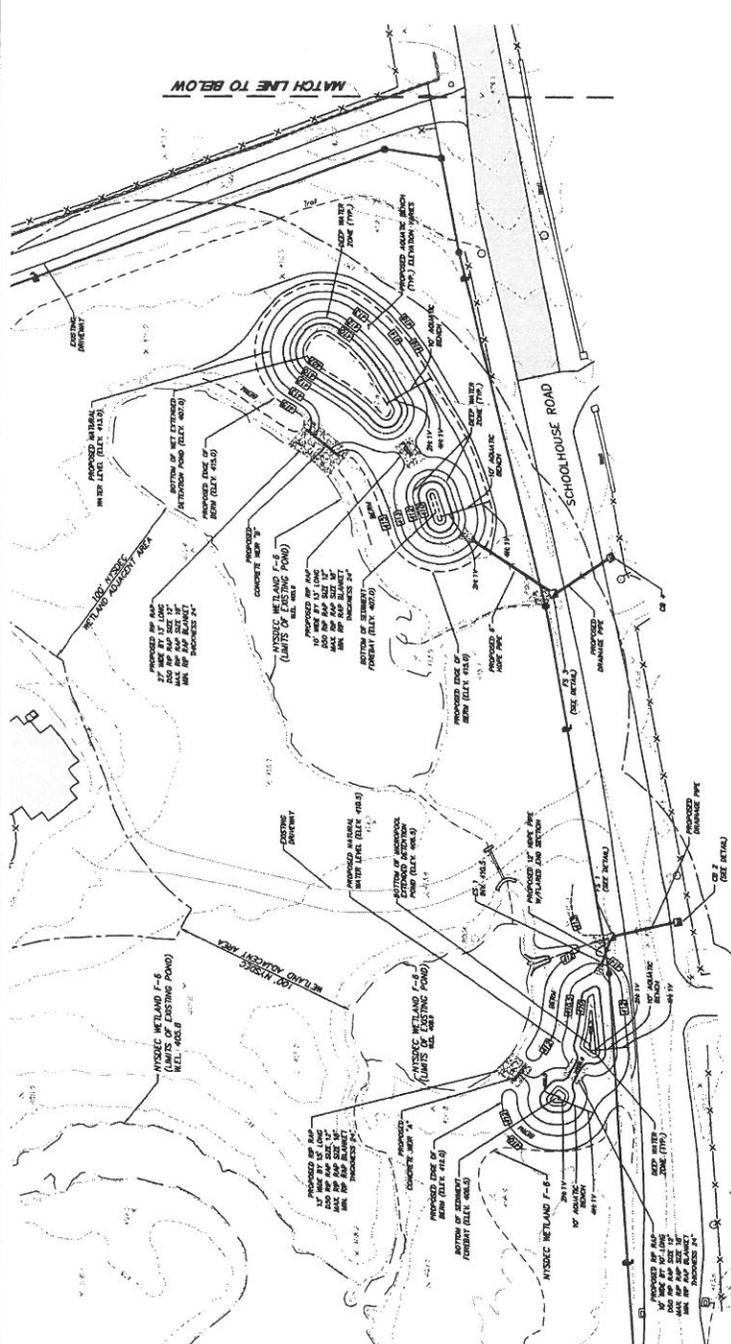
BY ORDER OF THE TOWN BOARD  
TOWN OF LEWISBORO  
JANET L. DONOHUE  
TOWN CLERK  
Dated at South Salem, New York this 1st day of July, 2014



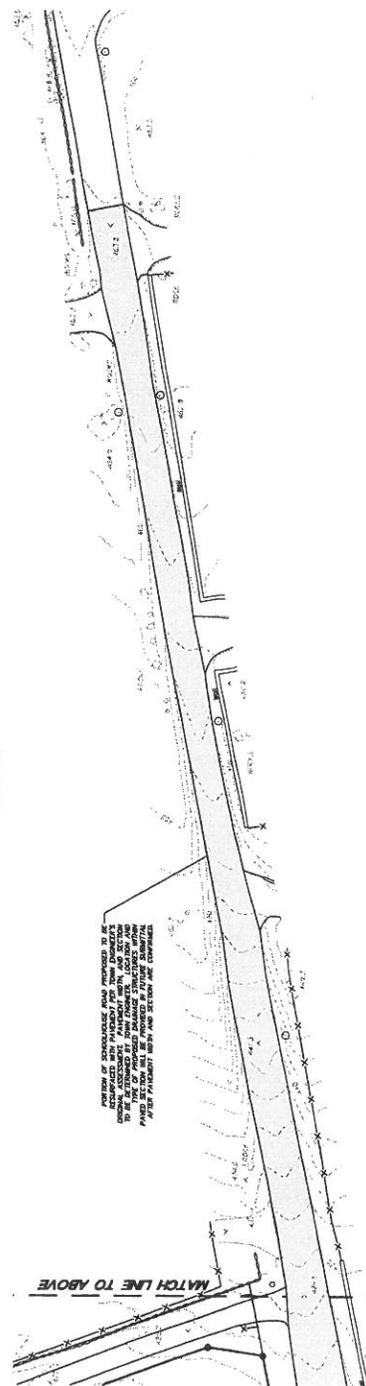


**LEGEND**

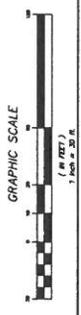
---	Existing 1" Contour
---	Existing 2" Contour
---	Existing Spot Elevation
---	Existing INTERSEcted
---	Existing INTERSEcted
---	Existing INTERSEcted
---	Existing Pond
---	Existing Stream
---	Existing Area
---	Existing Road
---	Existing Structure
---	Existing Utility
---	Existing Easement
---	Existing Right-of-Way
---	Proposed 1" Contour
---	Proposed 2" Contour
---	Proposed Spot Elevation
---	Proposed INTERSEcted
---	Proposed Pond
---	Proposed Stream
---	Proposed Area
---	Proposed Road
---	Proposed Structure
---	Proposed Utility
---	Proposed Easement
---	Proposed Right-of-Way



GRADING & DRAINAGE PLAN  
SCALE: 1" = 30'



GRADING & DRAINAGE PLAN  
SCALE: 1" = 30'



60% SUBMISSION

NO.	DATE	REVISION	BY
1	11/14/10	DESIGN	J.J.C.
2	11/14/10	DESIGN	J.J.C.
3	11/14/10	DESIGN	J.J.C.
4	11/14/10	DESIGN	J.J.C.
5	11/14/10	DESIGN	J.J.C.
6	11/14/10	DESIGN	J.J.C.

**60% SUBMISSION**

**PROJECT SITE**  
ENGINEERING SURVEYING &  
LANDSCAPE ARCHITECTURE, P.C.  
1000 W. 10th St., Suite 100  
Anchorage, Alaska 99501  
(907) 562-1111  
www.fabian-mp.com

**PROJECT:** EAST RIVER WATERSHED CORE  
**CLIENT:** STORMWATER BEYOND  
**DESIGNER:** J.J.C. / J.J.C.  
**DATE:** 11/14/10  
**SCALE:** 1" = 30'

**DRAWING:** GRADING & DRAINAGE PLAN  
**PROJECT NO.:** SP-3  
**SHEET NO.:** 3  
**TOTAL SHEETS:** 6

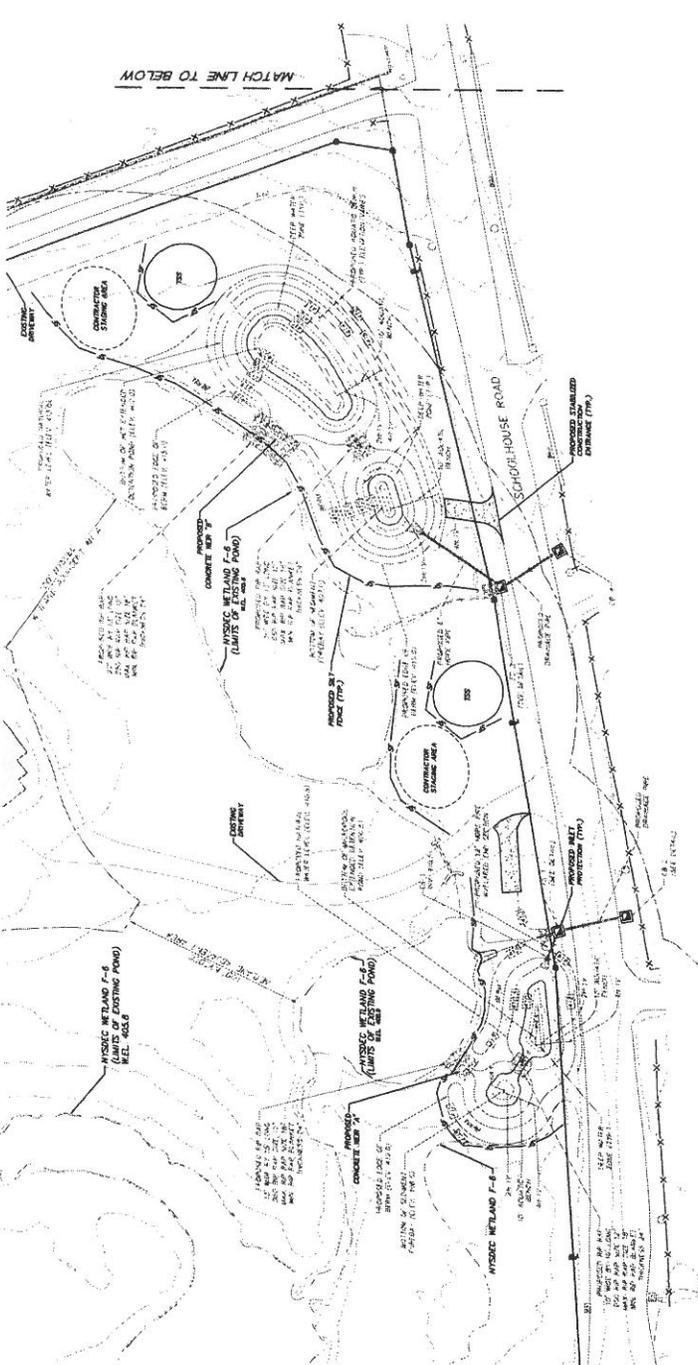
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF FABIAN-MP. NO PART OF THESE PLANS OR SPECIFICATIONS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FABIAN-MP.

**LEGEND**

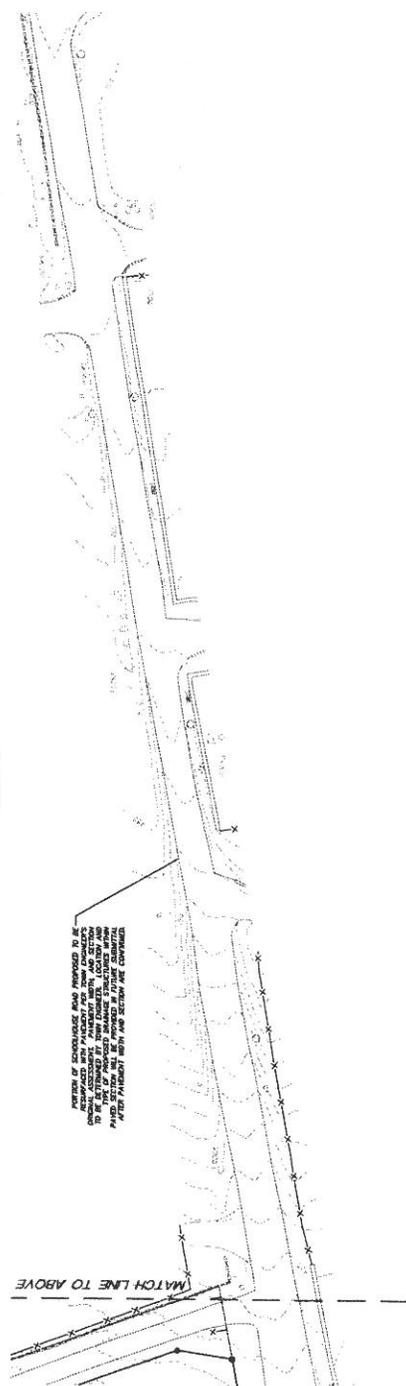
Existing 1" Contour	Proposed Road
Existing 10' Contour	Proposed Road (Proposed)
Existing HYDREC Retention	Proposed Stabilized Construction Channel
Existing 100' HYDREC	
Existing Pond	
Existing Stream	
Existing Road	
Existing Edge of Pavement	
Existing Storm Pipe	
Proposed 18" Pipe	
Proposed 24" Pipe	
Proposed 30" Pipe	
Proposed 36" Pipe	
Proposed 42" Pipe	
Proposed 48" Pipe	
Proposed 54" Pipe	
Proposed 60" Pipe	
Proposed 66" Pipe	
Proposed 72" Pipe	
Proposed 78" Pipe	
Proposed 84" Pipe	
Proposed 90" Pipe	
Proposed 96" Pipe	
Proposed 102" Pipe	
Proposed 108" Pipe	
Proposed 114" Pipe	
Proposed 120" Pipe	
Proposed 126" Pipe	
Proposed 132" Pipe	
Proposed 138" Pipe	
Proposed 144" Pipe	
Proposed 150" Pipe	
Proposed 156" Pipe	
Proposed 162" Pipe	
Proposed 168" Pipe	
Proposed 174" Pipe	
Proposed 180" Pipe	
Proposed 186" Pipe	
Proposed 192" Pipe	
Proposed 198" Pipe	
Proposed 204" Pipe	
Proposed 210" Pipe	
Proposed 216" Pipe	
Proposed 222" Pipe	
Proposed 228" Pipe	
Proposed 234" Pipe	
Proposed 240" Pipe	
Proposed 246" Pipe	
Proposed 252" Pipe	
Proposed 258" Pipe	
Proposed 264" Pipe	
Proposed 270" Pipe	
Proposed 276" Pipe	
Proposed 282" Pipe	
Proposed 288" Pipe	
Proposed 294" Pipe	
Proposed 300" Pipe	
Proposed 306" Pipe	
Proposed 312" Pipe	
Proposed 318" Pipe	
Proposed 324" Pipe	
Proposed 330" Pipe	
Proposed 336" Pipe	
Proposed 342" Pipe	
Proposed 348" Pipe	
Proposed 354" Pipe	
Proposed 360" Pipe	
Proposed 366" Pipe	
Proposed 372" Pipe	
Proposed 378" Pipe	
Proposed 384" Pipe	
Proposed 390" Pipe	
Proposed 396" Pipe	
Proposed 402" Pipe	
Proposed 408" Pipe	
Proposed 414" Pipe	
Proposed 420" Pipe	
Proposed 426" Pipe	
Proposed 432" Pipe	
Proposed 438" Pipe	
Proposed 444" Pipe	
Proposed 450" Pipe	
Proposed 456" Pipe	
Proposed 462" Pipe	
Proposed 468" Pipe	
Proposed 474" Pipe	
Proposed 480" Pipe	
Proposed 486" Pipe	
Proposed 492" Pipe	
Proposed 498" Pipe	
Proposed 504" Pipe	
Proposed 510" Pipe	
Proposed 516" Pipe	
Proposed 522" Pipe	
Proposed 528" Pipe	
Proposed 534" Pipe	
Proposed 540" Pipe	
Proposed 546" Pipe	
Proposed 552" Pipe	
Proposed 558" Pipe	
Proposed 564" Pipe	
Proposed 570" Pipe	
Proposed 576" Pipe	
Proposed 582" Pipe	
Proposed 588" Pipe	
Proposed 594" Pipe	
Proposed 600" Pipe	
Proposed 606" Pipe	
Proposed 612" Pipe	
Proposed 618" Pipe	
Proposed 624" Pipe	
Proposed 630" Pipe	
Proposed 636" Pipe	
Proposed 642" Pipe	
Proposed 648" Pipe	
Proposed 654" Pipe	
Proposed 660" Pipe	
Proposed 666" Pipe	
Proposed 672" Pipe	
Proposed 678" Pipe	
Proposed 684" Pipe	
Proposed 690" Pipe	
Proposed 696" Pipe	
Proposed 702" Pipe	
Proposed 708" Pipe	
Proposed 714" Pipe	
Proposed 720" Pipe	
Proposed 726" Pipe	
Proposed 732" Pipe	
Proposed 738" Pipe	
Proposed 744" Pipe	
Proposed 750" Pipe	
Proposed 756" Pipe	
Proposed 762" Pipe	
Proposed 768" Pipe	
Proposed 774" Pipe	
Proposed 780" Pipe	
Proposed 786" Pipe	
Proposed 792" Pipe	
Proposed 798" Pipe	
Proposed 804" Pipe	
Proposed 810" Pipe	
Proposed 816" Pipe	
Proposed 822" Pipe	
Proposed 828" Pipe	
Proposed 834" Pipe	
Proposed 840" Pipe	
Proposed 846" Pipe	
Proposed 852" Pipe	
Proposed 858" Pipe	
Proposed 864" Pipe	
Proposed 870" Pipe	
Proposed 876" Pipe	
Proposed 882" Pipe	
Proposed 888" Pipe	
Proposed 894" Pipe	
Proposed 900" Pipe	
Proposed 906" Pipe	
Proposed 912" Pipe	
Proposed 918" Pipe	
Proposed 924" Pipe	
Proposed 930" Pipe	
Proposed 936" Pipe	
Proposed 942" Pipe	
Proposed 948" Pipe	
Proposed 954" Pipe	
Proposed 960" Pipe	
Proposed 966" Pipe	
Proposed 972" Pipe	
Proposed 978" Pipe	
Proposed 984" Pipe	
Proposed 990" Pipe	
Proposed 996" Pipe	
Proposed 1002" Pipe	

FOR SUBMISSION

NO.	DATE	REVISION
<b>INSITE</b> ENGINEERING SURVEYING & LANDSCAPE ARCHITECTURE, P.C. PROJECT: EAST OF HUDSON WATERSHED CORP. SUBMITTAL NO. CR-28 DRAWING NO. SP-4 SHEET 4 OF 6 SCALE: 1" = 30'		



EROSION AND SEDIMENT CONTROL PLAN  
SCALE 1" = 30'

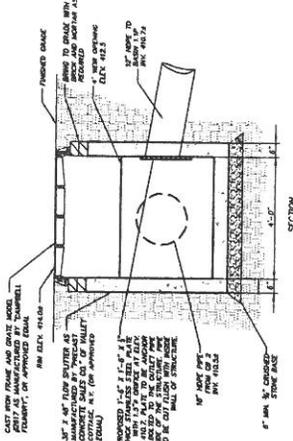


EROSION AND SEDIMENT CONTROL PLAN  
SCALE 1" = 30'

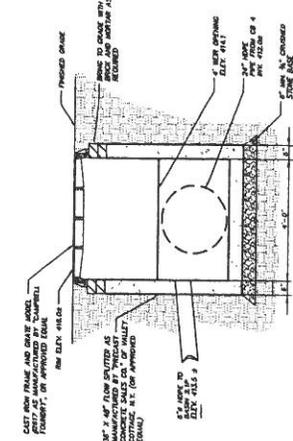


ALL DIMENSIONS UNLESS SHOWN OTHERWISE TO BE IN FEET.

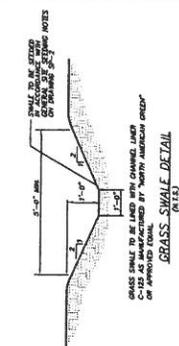




FLOW SPLITTER FS 1 DETAIL (N.T.S.)



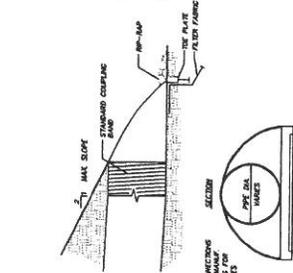
FLOW SPLITTER FS 3 DETAIL (N.T.S.)



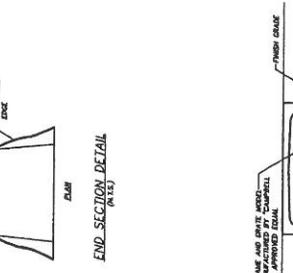
GRASS SWALE DETAIL (N.T.S.)

60% SUBMISSION

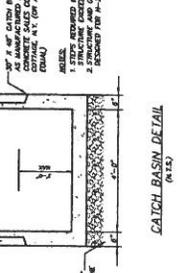
NO.	DATE	REVISION	BY
<b>INSITE</b>			
ENGINEERING SURVEYING & LANDSCAPE ARCHITECTURE, P.C.			
EAST OF HUDSON WATERSHED CORP. STORMWATER RETENTION			
DRAWING: 28 SHEET NO. 6 OF 6			
DETAILS			
PROJECT NUMBER	13164.102	PROJECT ADVISER	J.L.C.
DATE	8-10-14	DRAWN	J.M.P.
SCALE	AS SHOWN	CHECKED	J.M.P.
SHEET		REVISION NO.	D-2
			6



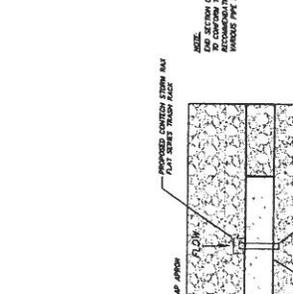
END SECTION DETAIL (N.T.S.)



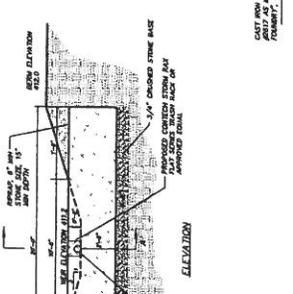
CATCH BASIN DETAIL (N.T.S.)



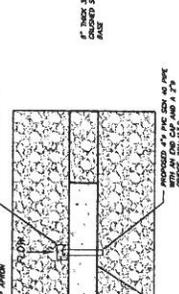
DRAINAGE LINE TRENCH DETAIL (N.T.S.)



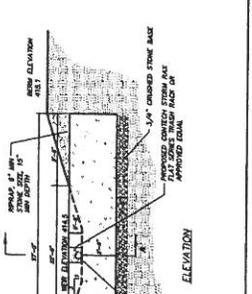
PLAN (N.T.S.)



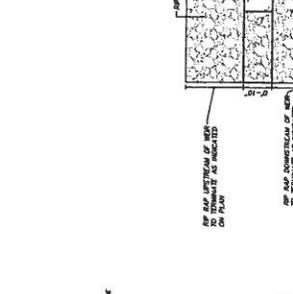
ELEVATION (N.T.S.)



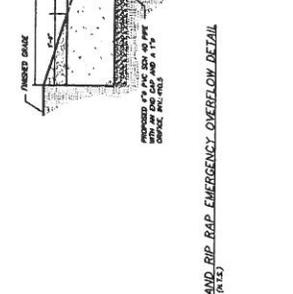
PLAN (N.T.S.)



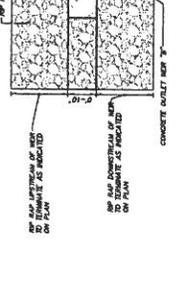
ELEVATION (N.T.S.)



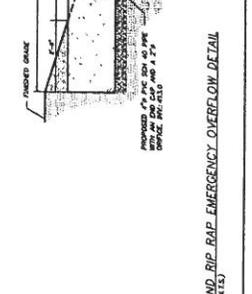
ISOMETRIC (N.T.S.)



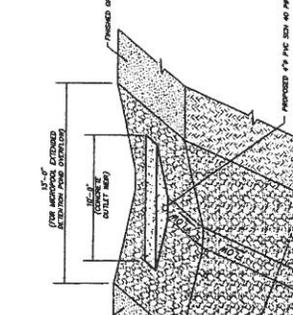
ISOMETRIC (N.T.S.)



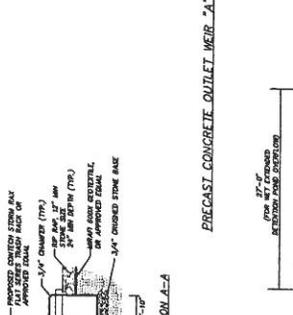
ISOMETRIC (N.T.S.)



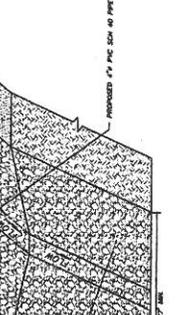
ISOMETRIC (N.T.S.)



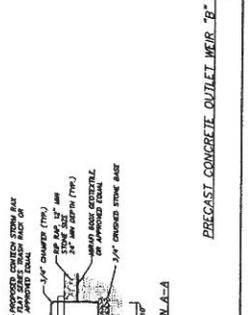
PLAN (N.T.S.)



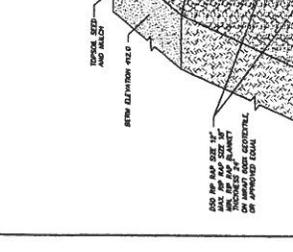
ELEVATION (N.T.S.)



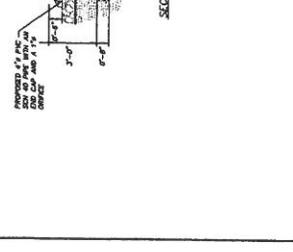
PLAN (N.T.S.)



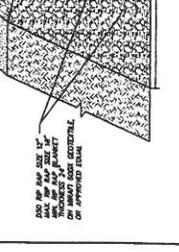
ELEVATION (N.T.S.)



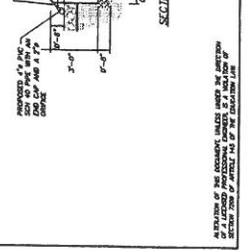
ISOMETRIC (N.T.S.)



ISOMETRIC (N.T.S.)



ISOMETRIC (N.T.S.)



ISOMETRIC (N.T.S.)

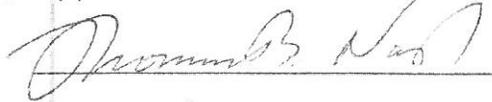
ALL DIMENSIONS OF THE DRAWING UNLESS NOTED TO THE CONTRARY SHALL BE IN FEET AND INCHES. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE STRUCTURE.

# CERTIFICATE OF PUBLICATION

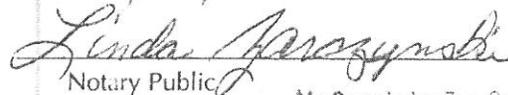
State of Connecticut  
County of Fairfield

ss Ridgefield

I, Thomas B. Nash, being duly cautioned and sworn depose and say that I am the Publisher of Hersam Acorn, LLC. and that there was printed in The Lewisboro Ledger, a weekly paper published in the Town of Ridgefield, CT on July 3, 2014 a copy of the attached order of notice.



Subscribed and sworn to this 7th day of July 2014 before me.



Notary Public

Linda Zarczynski

My Commission Exp. Oct-31, 2015

to installing a three-way stop sign at the intersections of West Road and Hack Green Road. Lewisboro is committed to equal access for all. Anyone needing accommodations to attend or participate in this meeting is encouraged to call the Town Clerk's office at 914-763-3511 in advance. Notices can also be viewed on the town's website at HYPERLINK "http://www.lewisborogov.com" www.lewisborogov.com.

TOWN OF  
LEWISBORO  
NOTICE OF  
HEARING  
NOTICE IS HEREBY  
GIVEN, that the Town  
Board of the Town of  
Lewisboro, will hold a  
public hearing on July  
14, 2014, at 8:30 p.m.  
at the Lewisboro Town  
House, 11 Main Street,  
South Salem, New York,  
for the purpose of hear-  
ing the public with regard

BY ORDER OF THE  
TOWN BOARD  
TOWN OF  
LEWISBORO  
JANET L. DONOHUE  
TOWN CLERK  
Dated at South Salem,  
New York this 1st day of  
July, 2014

7-3



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 WINTERS BROS HAULING OF CT  
 Business Address 307 White St, DANBURY CT 06810  
 Business Telephone & Fax Numbers 203 702 8944, FX 203 748-0340  
 Home & Emergency Telephone Numbers cell 203 706-3184

2. VEHICLES

Make	Model	Body Type	License Number
MACK	MR688S	Frontload	54772A (CT)
INTL	470	REARload	K89999 (CT)
MACK	CV713	Roll-off	52012A (CT)

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)
_____	_____	_____
_____	_____	_____

Call SALES Dept for Rates @ # 203 743-0405

Note: The Town Rate will be set by the Town Board each December for the following year.  
Actual rate charged may not exceed Town Rate>

RESIDENTIAL:

- A. Curbside \$ 28 / mth
- B. Driveway less than 125 feet \_\_\_\_\_
- C. Driveway more than 125 feet \_\_\_\_\_

4. METHOD OF BILLING

Monthly or by contract agreement

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

6. LOCATION OF TRANSFER SITES

307 WHITE ST, DANBURY CT

7. PLACE OF DISPOSITION OF REFUSE

WHEELABATOR - BRIDGEPORT, CT

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. \_\_\_\_\_

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
RISK STRATEGIES	NATIONAL INTERSTATE	WINS8199300-01	3/28/14 - 3/28/15

(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 COMPLEMENT, INCLUDING JOB CLASSIFICATIONS

230 employees; drivers helpers, transfer station employees, office staff

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

Joseph Winters - OWNER  
SEAN WINTERS - OWNER

12. NUMBER OF CUSTOMERS

(3) Comm, (8) Residential

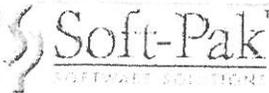
IF INITIAL LICENSE, NAMES AND ADDRESSES OF A MINIMUM OF FIVE COMMERCIAL ACCOUNTS.

<del>NAEMPA / Wood Stick Farms</del>	<del>77 Elmwood Rd</del>
<del>RESTAURANT 123</del>	<del>407 Smith Ridge Rd</del>
<del>Horse + Board</del>	<del>94 Spring St</del>

See attached 3a.

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

WE HAVE 90 various refuse vehicles, 2 different drivers unions with different bargaining agreements, plus managerial staff licensed to drive commercial vehicles



Customer Scan

01/27/00

- Exit
- Back
- Top
- Bottom
- Toggle View
- Help

Position To	Service Name:	First:	
F1	SEARCH DATE:	MAHOROZ	
F3	(Last Name) First Name:		
F17	-drive	Cancelled	Locked-Delinquent
F18		User Locked	
F19			
F23			
01-001533	CA HOWARD MAIN	657 BRUSH HILL RD	65
01-001539	CA DEVIN MAIN	554 SHORTWOODS RD	65
01-001547	CA LARRY MAIN	975 GREEN RD	65
01-001599	CA PRIDE MAIN	545 PROSPECT ST RD	65
01-0029068	OB ROSEANNE MAIN	92 SHORTWOODS RD	58.00
01-001595	CA MAIN HEATING & COOLING	771 WASHINGTON AVE	88.45
02-0021004	CA MAIN HEATING & COOLING	771 WASHINGTON AVE	88.45
01-0005073	CA MAIN MOON	28 ROUTE 39	275.48
01-0005074	CA MAIN MOON CHINESE KITCHEN	97 MAIN ST	672.41
01-0017503	CA MAIN ST CLEANERS	437 MAIN ST	206.25
01-0040815	CA MAIN ST LIDORS	48 OLIVER TWP	65
01-0024839	CA MAIN ST, LLC	10-12 MAIN ST	2,387.66
01-0041962	CA MAIN STREET CONSTRUCTION	78 SILVER HILL RD	65
01-0002245	CA MAIN STREET DINER	14 MAIN ST	123.09
01-0015663	CA MAIN STREET FLORIST & GIFTS	447 MAIN ST	44.29
01-0016903	CA MAIN STREET GRILL INC	663 MAIN ST	247.96

*Ridgecroft, CT*  
*New Fairfield, CT*  
*DANBURY, CT*  
*Ridgefield, CT*  
*DANBURY, CT*  
*DANBURY, CT*

TIM COREY 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.

Date 7/25/14 Applicant Tim Corey Title MANAGER

(Corporate Seal)

Sworn to before me this 25 day of July, 2014.

Patricia Wiggers  
Notary Public

PATRICIA WIGGERS  
NOTARY PUBLIC  
My Commission Expires 05/31/2017

Note: If this is your first application, please be sure to attach your latest financial statements and balance sheet. The application will not be reviewed without them. Please label the information "Confidential".

Refuse License Fees:

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

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

For office use:

Total fee paid: \_\_\_\_\_

Receipt No./Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2014

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 Street  Boston, MA 02110	1-617-330-5739  CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: National Interstate Ins Co. INSURER B: National Interstate INSURER C: NATIONAL INTERSTATE INSURER D: INSURER E: INSURER F:
INSURED Winters Bros. Hauling of CT, LLC  285-307 White Street  Danbury, CT 06810	NAIC #

COVERAGES      CERTIFICATE NUMBER: 40826293      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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLW8199300-01	03/28/14	03/28/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WIN8199300-01	03/28/14	03/28/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WWN8199300-01	03/28/14	03/28/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Town of Lewisboro is listed as additional insured with respects to liability for work performed by named insured and as required by a written contract.

**CERTIFICATE HOLDER**Town of Lewisboro  
  
11 Main Street  
  
South Salem, NY 10590

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Pam Caron

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# “GO GREEN WITH SINGLE STREAM!”

Place ALL of the following items in one cart!

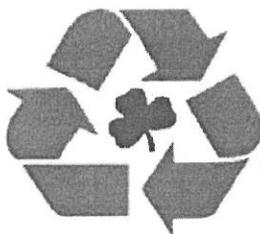


It's easy and convenient...NO MORE SORTING!



This includes:

- Shredded Paper
- Plastic caps & lids
- Aluminum foil & pie pans
- Hardcover books
- Pots & pans
- Small plastic toys
- Metal & plastic hangers
- Plastic flower pots
- School paper
- No Plastic Bags



**Winters Bros.**  
WASTE SYSTEMS, CT

*Recycling for a Healthier Connecticut*

**(203) 743-0405**

RESOLUTION ADOPTED BY THE TOWN BOARD  
OF THE TOWN OF LEWISBORO  
AT A MEETING HELD ON AUGUST 4, 2014

RESOLUTION

RESOLVED, that the Town Board does hereby authorize the issuance of a cabaret license for Waccabuc Country Club for a period of one year.

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 4th day of August, 2014, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.

---

Janet L. Donohue  
Town Clerk

Dated at South Salem, New York  
this 5th day of August, 2014

**CABARET LICENSE APPLICATION**

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

1. Name of applicant Waccabuc Country Club
2. Location of cabaret 90 Mead St. + Perch Bay Rd., Waccabuc, New York 10597
3. Business address P.O. Box 400 - Waccabuc, New York 10597
4. Business telephone numbers 914-763-3144
5. Home and emergency telephone numbers 914-763-9144 OR 914-715-0203
6. Name of owner Waccabuc Country Club
7. Names and addresses of officers of business, etc.
  - a) Robert Vignola, President: 199 Eastwoods Road, Pound Ridge, New York 10576
  - b) John Ritacco, Vice President: 2 Hunt Farm Rd., Waccabuc, New York 10597
  - c) Ronald Crispig, Secretary: 1 Gideon Reynolds Rd., Cross River, New York 10518
8. Operator of premises John D. Assumma, GENERAL Manager
9. Type of musical entertainment Bands, D.J. or Ipod
10. Number of square feet in the room or rooms to be used for cabaret purposes 2,500 +/-
11. License fee \$150.00
12. Date July 9, 2014

13. Signature of applicant *John D. Assumma*  
GENERAL Manager  
Title Waccabuc Country Club

Corporate Seal

Sworn to before me this 9 day of July, 2014  
*Janet L. Donohue*  
Notary Public

LICENSE IS NOT TRANSFERABLE

JANET L. DONOHUE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01D06259627  
Qualified in Westchester County  
Commission Expires April 16, 2016

July 8, 2014

Hilary Hughes  
101 Post Office Road  
P.O. Box 85  
Waccabuc, NY 10597

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

Dear Town Supervisor Parsons,

I would like to request permission to host a charitable 5K road race/walk on Saturday May 2<sup>nd</sup>, 2015 to help raise research money and awareness for the prevention of stillbirths. This is a cause very close to our hearts as my husband and I lost our son Oliver at 8 months gestation.

Stillbirth research has not been provided enough attention and funding. 26,000 babies leave this earth due to stillbirth each year in the US – 10 times more than the number of SIDS deaths. More than half of these babies are at a viable gestational age and could have been saved if we only knew how to recognize that they were in trouble. For most the cause is never known and these babies appear to be healthy. More research is desperately needed to identify the silent causes of stillbirth and develop prevention strategies. We are hoping to do a small part by hosting this event.

The proposed start time for this event is 9:30AM.

The potential plan for the run/walk will be to park and begin the event from Lewisboro School. The rest of the route is as follows:

1. From Lewisboro School proceed south on Bouton Road
2. Turn right onto Post Office Road
3. Continue on Post Office until Benedict Road
4. Participants will turn right onto Benedict and continue to the end
5. At the end of Benedict the course will go right onto Oscaleta
6. At the end of Oscaleta turn right onto Main Street
7. Proceed on Main Street until Bouton Road, where the route will go right onto Bouton Road
8. Turn left onto Scott's Lane and the finish line will be just past the entrance to Lewisboro School on Scott's Lane

Please advise if I can provide you with any additional information. I would also appreciate your advising me of any additional Town conditions for approval including all insurance requirements and how this can be obtained. Please let me know if you have any further questions. I can be reached via email at [hilaryhughes08@gmail.com](mailto:hilaryhughes08@gmail.com) or by phone (H) 763-8469 (C) 302-734-8802

Thank you in advance for your support in coordinating this important event.

Sincerely,

Hilary and Tyler Hughes



# Town of Lewisboro

## Parks & Recreation Department



Dana M. Mayclim  
Superintendent

Laura A. Stone  
Senior Office Assistant

Nicole Stone  
Recreation Assistant

Pamela Vieth  
Senior Adult Coordinator

TO: Peter Parsons, Town Supervisor

FROM: Dana M. Mayclim, Superintendent

A handwritten signature in black ink, appearing to be "DM", written over the name Dana M. Mayclim.

DATE: July 23, 2014

RE: **Bus Lease Agreement – School Year 2014/2015**

I would like to request Town Board approval to sign the 2014/2015 bus lease agreement with the Katonah-Lewisboro School District. The fees are the same as last year. The buses used during the summer day camp program will be \$700/vehicle and a daily charge for additional vehicles which are not included in the daily running of the camp programs will be \$75 which will be used for the length of this agreement. A copy of the lease agreement is provided for your review.

Thank you in advance for your consideration. Should you have any questions, please call our office.

DM:ls

Attachment

CC Town Board  
Janet Donohue, Town Clerk



## **BUS LEASE AGREEMENT-SCHOOL YEAR 2014/2015**

The Katonah-Lewisboro School District agrees to lease to the Town of Lewisboro Park and Recreation Department, school buses as required for the Park and Recreation Program for 2014/2015.

Following are conditions and lease stipulations covering the lease:

1. Buses are solely for transportation requirements necessary to conduct the above Park and Recreation Program.
2. The length of this agreement shall be from July 1, 2014 through June 30, 2015
3. The Town of Lewisboro Park and Recreation Department will provide and pay certified bus drivers who must also be approved by the Katonah-Lewisboro School District.
4. Conduct on buses shall be maintained to meet rules currently in effect on school buses used for regular school transportation. Loading of school buses shall not exceed the maximum seating capacity by law or regulation. Drivers and Counselors shall be responsible for maintaining order on buses at all times.
5. All damages incurred as a result of vandalism, mischief, or any other action other than normal wear and tear shall be paid for by the Town of Lewisboro Park and Recreation Department. Wear and tear shall be defined as those types of wear which results from the use of a vehicle in normal operation associated with transporting children. It shall not include damage as a result of improper use, vandalism or malicious mischief.
6. The Town of Lewisboro Park and Recreation Department agrees to keep in force during the period of this agreement a Certificate of Insurance showing General Liability, Excess Liability, Worker's Compensation and Employers' Liability in amounts agreeable to the Katonah-Lewisboro School District. In no event shall the Liability Insurance is less than \$1,000,000.00.
7. The Town of Lewisboro Park and Recreation Department agrees to furnish all gasoline and diesel fuel.

8. The Katonah-Lewisboro School District agrees to provide all the necessary maintenance service and to be responsible for providing needed road service in the event of a breakdown. For purposes of this agreement, the maintenance service to be provided shall be the normal and usual service that the vehicles require.

9. Charges for use of school buses shall be as follows:

There is a charge of \$700.00 per vehicle used by the Summer Camp Program during the months of July and August for the Town of Lewisboro Park and Recreation Department. These Buses are used on a daily basis while Camp is in session.

Additional buses needed for activities that are not included in the daily running of the Camp Program will be charged at \$75.00 per day for the duration of the agreement.

It is the intent of this lease to provide a basic guide to cover rules of use and charges that may be incurred in the operation of a transportation system, for the Park and Recreation Program. It is expected that both parties shall not preclude the right of either party to cancel such contract if in the opinion a continuation of such Contract might prove detrimental to the safety and welfare of children involved in the program.

KATONAH-LEWISBORO SCHOOL DISTRICT

BY: Margaret A. Schiff

TOWN OF LEWISBORO PARK AND  
RECREATION DEPARTMENT

BY: \_\_\_\_\_

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



### HOLD HARMLESS AGREEMENT

The Town of Lewisboro hereby agrees to defend, indemnify and hold harmless the Katonah-Lewisboro School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor under the contract, (including the transportation of students)

Marjorie A. Schiff

District Representative

\_\_\_\_\_

Contractor

**Mary Hafter**

---

**From:** Brian Stempel [brian.stempel@gmail.com]

**Sent:** Monday, July 28, 2014 11:37 AM

**To:** benefits@lewisborogov.com; supervisor@lewisborogov.com; pdelucia@lewisborogov.com; jpappalardo@lewisborogov.com; fkelly@lewisborogov.com; dwelsh@lewisborogov.com; Janet Donohue

**Subject:** 4th Annual Biathlon Church Tavern Biathlon

Greetings all,

On behalf of St. John's Church, I want to formally request the use of the Spring Street and some of the roads around Lake Truesdale on Monday September 1 (Labor Day) for the 4th Annual Church Tavern Biathlon. The event and course are unchanged for this year. It does not require a road closure. As usual, we will put the town on the church insurance for the event. The race start time is 9:30 and most people are done by 11:00 or 11:30 latest. More information on the race can be found at [churchtavernbiathlon.com](http://churchtavernbiathlon.com).

Please let me know if there is anything else you need from me. Thank you in advance for your time and attention.

Best regards  
Brian Stempel  
914.906.5912



July 25, 2014

Town Board  
Town of Lewisboro  
Town House  
11 Main Street, P.O. Box 500  
South Salem, New York 10590

RE: Proposed Emergency Generator Connection  
Lewisboro Library Association  
15 Main Street, South Salem  
Tax Map #36-10807-41

Dear Supervisor Parsons and Members of the Board:

The Library has received permission to hook up to the existing town garage emergency generator and they would like to move forward with the installation of the connection during the current construction project. Enclosed is a sketch depicting the proposed location of the underground conduit.

We are looking for permission from the Town Board to allow the Library to install the connection through Town property, between the Library and the gravel parking area east of the post office and the installation of a below grade pull box in the gravel parking area. The proposed conduit has been located to minimize trenching and removal of pavement in the access driveway, with the majority of the trench outside of the pavement and travelled way.

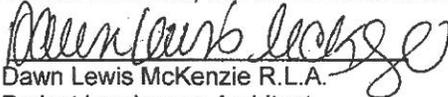
The contractor expects to start the work as soon as they receive authorization from the Town that it is okay to proceed, potentially as early as the week of August 5<sup>th</sup>, 2014. The installation of the underground conduit will require temporary closure of the portion of the access driveway to the north of the Library between the library building and the gravel parking area east of the post office, potentially for up to one week.

The proposed connection is also currently under review by Planning Board staff in consideration of this addition to the site plan.

It is our understanding that this matter has been included on the agenda for the Board's August 4<sup>th</sup>, 2014 meeting. In the interim, please consider the enclosed and let us know if you need additional information or have any questions or comments.

Very truly yours,

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

By:   
Dawn Lewis McKenzie R.L.A.  
Project Landscape Architect

dIm

Enclosures

cc: via email  
Jan Johannessen  
Anthony Mole  
Donald MacDonald  
Gary Page

Insite File No. 11134.100

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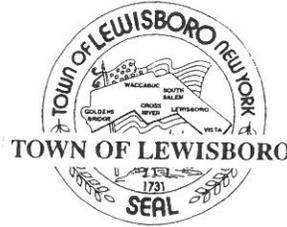
3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717  
[www.insite-eng.com](http://www.insite-eng.com)

072514LTB.doc



TOWN OF LEWISBORO  
WESTCHESTER COUNTY, NEW YORK

Office of Assessor  
Telephone  
(914) 763-3034  
TTY 800-662-1220



P.O. Box 725  
Cross River, NY 10518

July 10, 2014

TO: Mary Hafter, Confidential Secretary

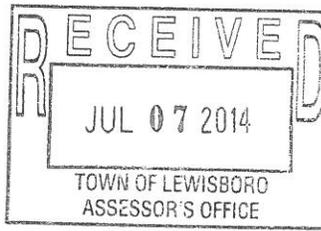
FROM: Lise Robertson, Assessor

RE: Tyler Technologies

Dear Mary;

This is my contract with Tyler Technologies for my Assessors office valuation program. The contract starts July 1, 2014 and runs thru June 30, 2015. We have been working with this company for over 30 years and I am very pleased with them. I would like to have Anthony Mole look over this before the Town Board signs it.

Sincerely  
Lise Robertson  
Assessor



**tyler**  
technologies

4100 Miller-Valentine Court  
Moraine, Ohio 45439

D: 800.800.2581  
F: 937.278.3711

www.tylertech.com

July 2, 2014

Ms. Lise Robertson, Assessor  
Town of Lewisboro  
20 North Salem Road, Suite L (Lower Level)  
Cross River, NY 10518

**Re: 2014 Univers Maintenance Renewal**

Dear Lise:

The Town's current Univers Maintenance Agreement ran through June 30, 2014. Article 2, 'Time for Performance and Completion,' 'Subsequent Time for Performance and Completion' states that the maintenance term will automatically renew at the end of the current term, provided that neither the Town nor Tyler provides written notice of non-renewal.

This Letter shall serve as notice of Tyler's intent to renew maintenance and to notify the Town of the maintenance fee for the term of July 1, 2014 through June 30, 2015. The total fee for the services provided under this Agreement is **SIX THOUSAND DOLLARS (\$6,000.00)** and is comprised of the following:

**Support Services:**

Univers Maintenance Support	<u>\$ 6,000.00</u>
<b>Total Due</b>	<b>\$6,000.00</b>

If this Agreement is acceptable, please sign where indicated and return one (1) of the fully executed copies to our Moraine, OH office address listed on the following page. Payment will be made in one (1) installment, and an invoice sent upon receipt of one of the signed copies for \$6,000.00. Due thirty (30) days after the effective date of invoice.

Failure of the Town to make payment when due, without cause, shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

Also included are the 2014 Time & Material Rates.



4100 Miller-Valentine Court  
Moraine, Ohio 45439

D: 800.800.2581  
F: 937.278.3711

[www.tylertech.com](http://www.tylertech.com)

All Terms & Conditions of the original contract's Articles of Agreement and Scope of Services, not specifically modified herein remain in full force and effect for the term of this renewal.

Additional Support Periods shall automatically begin (renew) at the end of each previous Support Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the Support Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of the Agreement.

The Company may increase or decrease prices for Support and Maintenance Services to be effective at the beginning of any renewal of a Support Period by providing the Town written notice of such change at least 60 days prior to such renewal. The Company may change hourly rates, attached hereto, for additional Services not specifically listed in this Agreement, and as authorized by the Town, by providing written notice of such change at least 60 days prior to performing such Services.

Tyler appreciates our current business relationship and we again thank you for your continued confidence in our ability to provide professional services to Lewisboro, New York. If you have any questions, please contact me at 1-800-800-2581, ext. 1859, or via email at [mike.hurtado@tylertech.com](mailto:mike.hurtado@tylertech.com).

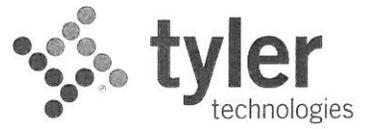
Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Hurtado".

Michael A. Hurtado  
Product Manager -- Univers  
Appraisal & Tax Division

Enclosure

Send Agreement to:  
Tyler Technologies, Inc.  
1400 Miller Valentine Court  
Moraine, OH 45439  
800/800-2581



4100 Miller-Valentine Court  
Moraine, Ohio 45439

D: 800.800.2581  
F: 937.278.3711

www.tylertech.com

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their  
duly authorized official the day and year written below.

**TOWN OF LEWISBORO, NEW YORK**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TYLER TECHNOLOGIES, INC.**

BY: *Michael A. Hurtado*  
*Michael A. Hurtado*

DATE: 7/2/2014

TITLE: Product Manager - UNIVERS



4100 Miller-Valentine Court  
Moraine, Ohio 45439

D: 800.800.2581  
F: 937.278.3711

[www.tylertech.com](http://www.tylertech.com)

## 2014 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2014 are as follows:

<b>Technology</b>	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$265.00	\$330.00
Project Manager	\$180.00	\$235.00
Database Administrator (DBA)	\$175.00	\$215.00
Technology Staff	\$170.00	\$205.00

Appraisal staff rates can be supplied as requested.

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

Orig to Town Clerk 10/28/13



4100 Miller-Valentine Court  
Moraine, Ohio 45439

P: 800.800.2581  
F: 937.278.3711

www.tyler.com

May 24, 2013

Ms. Joann Vasi, Collector  
Town of Lewisboro  
11 Main Street  
South Salem, NY 10590

**Re: 2013 Univers Maintenance Renewal**

Dear Joann:

The Town's current Univers Maintenance Agreement runs through June 30, 2013. Article 2, 'Time for Performance and Completion,' 'Subsequent Time for Performance and Completion' states that the maintenance term will automatically renew at the end of the current term, provided that neither the Town nor Tyler provides written notice of non-renewal.

This Letter shall serve as notice of Tyler's intent to renew maintenance and to notify the Town of the maintenance fee for the term of July 1, 2013 through June 30, 2014. The total fee for the services provided under this Agreement is **FIVE THOUSAND THREE HUNDRED DOLLARS (\$5,300.00)** and is comprised of the following:

**Support Services:**

Univers Maintenance Support	<u>\$ 5,300.00</u>
<b>Total Due</b>	<b>\$5,300.00</b>

If this Agreement is acceptable, please sign where indicated and return one (1) of the fully executed copies to our Norwich office address listed on the following page. Payment will be made in one (1) installment, and an invoice sent upon receipt of one of the signed copies for \$5,300.00. Due thirty (30) days after the effective date of invoice.

Failure of the Town to make payment when due, without cause, shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

Also included are the 2013 Time & Material Rates.



4100 Miller-Valentine Court  
Moraine, Ohio 45439

P: 800.800.2581  
F: 937.278.3711

www.tyler-tech.com

All Terms & Conditions of the original contract's Articles of Agreement and Scope of Services, not specifically modified herein remain in full force and effect for the term of this renewal.

Additional Support Periods shall automatically begin (renew) at the end of each previous Support Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the Support Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of the Agreement.

The Company may increase or decrease prices for Support and Maintenance Services to be effective at the beginning of any renewal of a Support Period by providing the Town written notice of such change at least 60 days prior to such renewal. The Company may change hourly rates, attached hereto, for additional Services not specifically listed in this Agreement, and as authorized by the Town, by providing written notice of such change at least 60 days prior to performing such Services.

Tyler appreciates our current business relationship and we again thank you for your continued confidence in our ability to provide professional services to Lewisboro, New York. If you have any questions, please contact me at 1-800-800-2581, ext. 1859, or via email at [mike.hurtado@tylertech.com](mailto:mike.hurtado@tylertech.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Hurtado".

Michael A. Hurtado  
Product Manager -- Univers  
Appraisal & Tax Division

Enclosure

Send Agreement to:  
Tyler Technologies, Inc.  
55 Main Street, Suite 340  
Norwich, CT 06360  
800/273-8605



4100 Miller-Valentine Court  
Moraine, Ohio 45439

P: 800.800.2581  
F: 937.278.3711

www.tyler.com

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized official the day and year written below.

**TOWN OF LEWISBORO, NEW YORK**

Mary Hapte  
Witness

[Signature]  
BY:

DATE: June 18, 2013

TITLE: LEWISBORO TOWN SUPERVISOR

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TYLER TECHNOLOGIES, INC.**

BY: Michael A. Hurtado  
Michael A. Hurtado

DATE: 5/29/2013

TITLE: Product Manager - UNIVERS



4100 Miller-Valentine Court  
Moraine, Ohio 45439

P: 800.800.2581  
F: 937.278.3711

www.tyler.com

## 2013 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2013 are as follows:

<b>Technology</b>	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$265.00	\$330.00
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Appraisal staff rates can be supplied as requested.

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION OF THE KATONAH-LEWISBORO SCHOOL**  
**DISTRICT**  
**and**  
**THE TOWN OF LEWISBORO**  
**for**  
**THE SCHOOL RESOURCE OFFICER PROGRAM**

This agreement is made and entered on the \_\_\_\_ day of \_\_\_\_\_, 2014 between THE BOARD OF EDUCATION OF THE KATONAH-LEWISBORO SCHOOL DISTRICT, CROSS RIVER, NEW YORK (hereinafter referred to as the "School Board"), and THE TOWN OF LEWISBORO (hereinafter referred to as the "Town");

**WHEREAS**, the School Board and the Town have a long history of successfully working together with the common goal of providing for the safety and well being of the children; and

**WHEREAS**, the School Board and the Town's Police Department have worked together to provide crime prevention programs addressing the entire community's needs; i.e., Personal Safety (including fingerprinting of children), Bicycle Safety, Substance Abuse, projects in violence preparedness and Juvenile Law Education and the designation of School District and Police Department liaisons for the purposes of exchanging appropriate information;

**WHEREAS**, a School Resource Officer Program has been proposed for the Katonah-Lewisboro School District as hereinafter described; and

**WHEREAS**, the School Board and Town recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Town of Lewisboro and particularly to the students of the Katonah-Lewisboro School District; and

**WHEREAS**, the Katonah-Lewisboro School District received grant monies from New York State pursuant to Senate Resolutions #R5594-2011 and #R2680-2013 and enters this agreement due to the receipt of said grant monies, totaling \$160,000, which shall be used for the purpose of participating in the School Resource Officer Program; and

**WHEREAS**, \$31,628 remains available from the grant pursuant to Senate Resolution #R5594-2011 and \$80,000 remains available from the grant pursuant to Senate Resolution #R2680-2013, all of which is to be paid to the Town immediately upon execution of this Agreement; and

**WHEREAS**, it is in the best interests of the School Board and the citizens of the Town of Lewisboro to establish this program.

**IT IS THEREFORE AGREED** that the Town's Police Department shall supply one (1) police officer to the School District to be assigned to the schools based on the following terms and conditions:

## ARTICLE I

### Term of Agreement

A School Resource Officer Program is hereby established in the public school system of the Katonah-Lewisboro School System from July 1, 2013 to June 30, 2014. The Agreement may be renewed upon mutual consent of the parties for additional one (1) year periods upon the same terms and conditions set forth herein unless otherwise modified in writing by the parties. The School Board's administrators will conduct a one-day orientation before the School Resource Officer assumes duties at the assigned school. The terms and conditions of any future agreements, including but not limited to the provisions contained herein, shall be negotiated between the parties and memorialized in writing.

## ARTICLE II

### Rights and Duties of the Chief of Police

The Chief of Police shall provide a School Resource Officer (hereinafter referred to as "SRO") as follows:

A. Number of School Resource Officers

The Chief shall assign one (1) regularly employed Lewisboro Police Officer to John Jay High School, five (5) days a week. Although the primary assignment of the SRO shall be at the High School, the SRO may be required to visit other schools in the District.

B. Regular Duty Hours of School Resource Officers

1. The SRO shall be assigned to the school on a full time basis on those days and during those hours that school is in regular session, to be specified by the School Board, and which shall be consistent with the contract between the Town and the Police Benevolent Association (PBA). Before the start of each marking period, the regular hours and schedule of the SRO shall be set by the District. In the event of an emergency or urgent need by the District, the SRO's schedule may be subject to temporary change with advanced notice, as long as it is consistent with the contract between the Town and the PBA. The SRO may be temporarily reassigned by the Police Department during school holidays and vacations, or during the period of a police emergency.
2. In the event the assigned officer is absent or on leave for more than five (5) consecutive school days, the parties shall meet to discuss the possibility of a replacement. Consistent with Article X below, the School Board shall receive a reduction in the total amount owed through June 30, 2014 in the event a replacement officer is not provided after an absence of more than five (5) consecutive school days. See Exhibit A.

C. Duties of School Resource Officers

The following duties to be performed at the school by the SRO shall be assigned through the Town Police Department chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee, and shall be performed consistent with law and regulations, and the policies of the Police Department and the Board of Education:

- a. The SRO shall provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions, accidents, fires, and other acts or circumstances, requiring police or other action, which affect the health and welfare of students and school personnel.
- b. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. When possible the SRO shall advise the principal before requesting additional police assistance to the campus.
- c. The SRO shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
- d. The SRO may be assigned to investigate offenses occurring off school property, provided such investigations relate to students attending the school to which the officer is assigned.
- e. The SRO shall testify in court, and at school related hearings or proceedings, as needed.
- f. The SRO shall complete monthly activity reports in a timely and accurate manner and submit the reports to both the Police Department and the School District.
- g. The SRO shall complete any and all reports required by the Police Department in a timely and accurate manner.
- h. The SRO shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials with traffic control as necessary.
- i. The SRO shall recommend measures to protect school and personal property from damage and theft.
- j. The SRO shall assist school personnel with emergencies and in an emergency may be directed to assist at another building.
- k. The SRO shall assist with the supervision of security at school activities and public

meetings as directed and approved by the principal.

- l. The SRO shall assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
- m. The SRO shall assist the principal on matters dealing with the proper handling and security of money, personal possessions and valuable property.
- n. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource to the students, faculty and staff of the school.
- o. The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- p. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- q. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
- r. The SRO may act as an instructor for specialized, classes involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice systems, and related topics.
- s. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- t. The SRO shall assist with Megan's Law notifications received by the school, as mandated by the New York State Sexual Offenders Registration Law.
- u. The SRO shall give assistance to other police officers in matters regarding his/her school assignment, whenever necessary. The SRO shall, whenever requested, participate in or attend school functions.
- v. The SRO shall adhere to School Board policy, police policy and legal requirements, should it become necessary to conduct formal police interviews with the students.
- w. The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.

- x. The SRO shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
- y. The SRO shall not be requested to participate in student searches conducted by school officials. School officials may search a student based upon reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search, and is usually also required to first obtain a search warrant. Requiring the assigned officer to conduct or participate in student searches would invalidate searches conducted by school officials, based on their lesser standard of reasonable suspicion. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.

### ARTICLE III

#### **Uniforms**

Unless engaged in activities for which a uniform would be inappropriate, the officers shall wear uniforms in order to maintain a visible presence in the school and deter trespassers from entering the school.

### ARTICLE IV

#### **Weapons**

Officers may carry weapons when authorized by the Chief of Police. The weapon shall be carried either:

- A. Openly, in those circumstances where an armed presence may provide a useful deterrent, or
- B. Concealed, in circumstances where the officer may wish to act informally with students, parents or faculty.

### ARTICLE V

#### **Rights and Duties of the School Board**

The School Board shall provide to the full time SRO of John Jay High School the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted and ventilated private office, which office shall contain a telephone to be used for general business purposes.
- B. A location for files and records, which can be properly locked and secured.
- C. A desk with drawers, two (2) chairs, worktable and office supplies.

- D. Access to a computer terminal or secretarial assistance.

**ARTICLE VI**

**Transporting Students**

It is agreed that the SRO shall not transport students in his/her vehicle except:

- A. When the students are victims of a crime, under arrest, or some other emergency circumstances exist.
- B. When students are suspended and sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.
- C. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee, of the same gender as the student to be transported, to accompany the officer in the vehicles.
- D. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.
- E. Students shall not be transported to any location, unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their own personal vehicle.
- F. The SRO shall notify the school principal before removing a student from campus. Removal shall not occur over the objection of the principal, unless the SRO believes that the student has committed a criminal act.

**ARTICLE VII**

**Controlled Substances**

- A. School officials shall notify the SRO in all cases involving possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substance or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant at the discretion of the SRO.

## ARTICLE VIII

### Access to Educational Records

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records, except in emergency situations.
- B. If some information in a student's cumulative record is needed in an emergency situation to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information, which is needed to respond to the emergency situation, based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

## ARTICLE IX

### Employment Status of the School Resource Officer

The School Resource Officer shall remain an employee of the Town's Police Department, and shall not be an employee of the Katonah-Lewisboro School Board. Any such officer shall remain responsive to the chain of command of the Police Department and shall continue to remain subject to all rules and regulations of that agency.

## ARTICLE X

### Financing of the School Resource Officer Program

- A. Reimbursement for the SRO
  - 1. The Town agrees to pay the salary, retirement benefits, health care benefits, as well as any other basic contractual benefits associated with the employment of the SRO as set forth in Exhibit A. In the event the within agreement is renewed by the parties for subsequent one (1) year periods, the Town agrees to update Exhibit A to reflect the actual amount paid to the School Resource Officer for the one year period preceding the new agreement (i.e. January 1 through December 31 of the previous year) and shall include said updated Exhibit A with its semi-annual invoice provided to the School District for the services to be rendered hereunder. For the term of the within agreement, the School District agrees to reimburse the Town for the costs associated with the employment of the SRO as follows:
    - a. The School District will utilize the proceeds of grant money received from the State, to wit: grant money received pursuant to Senate Resolution R5594-2011 (\$31,628)

and R2680-2013 (\$80,000), to reimburse the Town for the employment of SRO, said funds to be payable upon execution of the within agreement; and

- b. After the application of the grant money set forth above in paragraph X(A)(1)(a) hereof, the School District will reimburse the Town of Lewisboro fifty (50%) percent of the remaining money expended by the Town in connection with the employment of the SRO.
  - c. In the event said grant(s) is/are no longer available or is not funded by New York State, the School Board and the Town agree to share the costs of the School Resource Officer equally.
2. During any period of renewal of the within agreement, the School District's reimbursement to the Town for the services of the SRO shall be made in twelve (12) equal installments which will occur on or the 1<sup>st</sup> day of each month, at the start of the school's fiscal year, i.e. July 1st. The reimbursements shall allow for adjustments to the amendments set forth in Exhibit A to reflect the actual cost of salary and benefits, such as dental insurance, well-care allowance, and additional mandated training for the SRO. This adjustment shall also reflect changes in the total cost resulting from the negotiation of a successor bargaining agreement between the Town and the PBA, provided that it occurs during the term of any future agreement(s), as well as ancillary costs related to the negotiation of a successor agreement, such as, but not limited to, state retirement contribution. After the grant funds for a particular year have been expended, the School district shall only be responsible for 50% of the total cost, which shall take into account the actual cost as stated herein. Adjustments will be applied to the monthly reimbursement payments beginning in January of each year based upon the actual cost for the year immediately preceding the first day of January (i.e. the period of January 1 through December 31 of the preceding year.)

**B. Overtime**

During any period of renewal of the within agreement:

1. The School Board agrees to pay any overtime costs incurred as a result of the SRO's participation, at the discretion of the Superintendent or his designee, in any extra curricular activities such as athletic events, concerts, hearings, proms, and homecoming dances or after school or evening meetings. Overtime, which is defined as hours worked in excess of forty (40) hours in a workweek, or eight (8) hours in day when not scheduled to work, or as otherwise defined in the agreement between the Town and the PBA. Overtime shall be paid at one and a half times the SRO's applicable hourly rate, based solely on annual salary, or as otherwise defined in the agreement between the Town and the PBA. The School Board shall not pay the overtime rate in circumstances where there is a schedule change for the SRO, consistent with Article II (B), or the SRO works for less than forty (40) hours in a week.
2. The principal will notify the SRO and get approval for any overtime details, at least

four (4) working days, prior to the commencement of said event. If it is deemed by the principal and the SRO, that the occasion will require additional SRO presence that presence should be requested and approved within that four (4) day time frame.

To facilitate logistics and planning, a minimum of four (4) days notice of the need of overtime shall be given if possible. There is no guarantee that a SRO will be provided if less than four (4) days is given.

3. This overtime policy shall be consistent with New York Labor Law §220 and determined according to the present labor agreement between the Town of Lewisboro and the Lewisboro Police Department PBA (a copy of which shall be supplied to the School Board as well as a written statement specifying the overtime rates of the SRO's). The payment for such overtime shall be billed and verified on a monthly basis, by the Principal and the Chief of Police.

## ARTICLE XI

### **Appointment of School Resource Officers**

- A. The Superintendent of the School District and the Police Department shall each appoint two members to the School Resource Officer Interview Panel, which shall have as its sole function recruitment, interviewing and evaluation of SRO's. This panel shall meet as necessary to conduct oral examinations of SRO applicants.
- B. SRO applicants must meet the following requirements.
  1. The applicant must be a volunteer for the position of School Resource Officer.
  2. The applicant must be a Full Time Police Officer with the Lewisboro Police Department.
  3. The applicant should also possess good job knowledge, experience, training, appearance, attitude, communication skills and bearing.
  4. The names of all applicants, receiving a favorable recommendation from the Panel (which recommendation shall following a majority vote of the Panel), shall be forwarded to the Chief of Police, who shall appoint from the list of those recommended.

## ARTICLE XII

### **Dismissal of School Resource Officer, Replacement**

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program at his school and state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee

shall advise the Chief or his/her designee of the principal's request. If the Chief so desires, the Superintendent and the Chief and his/her designees, shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event that mediation is not sought by the Chief, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Chief may dismiss or reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of the Town of Lewisboro.
- C. In the event of the resignation, dismissal or reassignment of an SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal or reassignment. As soon as practicable, the Panel shall recommend a permanent replacement for the SRO position. The School Board shall reduce the reimbursement to the Town of Lewisboro indicated in Article X in the event a temporary or permanent replacement is not made after five (5) consecutive school days of notice of such absence, dismissal or reassignment.

### ARTICLE XIII

#### **Insurance and Indemnification**

- A. The Town and/or the Town's Police Department shall purchase and maintain a full force and effect during the term of this agreement a general comprehensive liability insurance policy, with law enforcement liability coverage, an amount of not less than three million dollars (\$3,000,000) for any acts or omissions that occur or claims that are made during the term of this agreement. A rider shall be obtained listing the Katonah-Lewisboro Union Free School District, its Board of Education, officers, employees and agents as additional insured on the policy.
- B. The Town and/or the Town's Police Department agree to hold the Katonah-Lewisboro School District, its Board of Education, officers, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action, arising solely from the negligent performance of the duties by the SRO in connection with their participation in the SRO program, no matter when such claim is brought.
- C. The School Board shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy, with liability coverage in the amount of not less than three million dollars (\$3,000,000) for any acts or omissions that occur or claims that are made during the term of this agreement. A rider shall be obtained listing the Town of Lewisboro, the Police Department, its officers, employees and agents as additional insured on the policy.
- D. The School Board agrees to hold the Town of Lewisboro, the Police Department, its officers, agents and employees free, harmless and indemnified from and against any and all claims,

suits or causes of action, arising solely from the negligent performance of duties by the School Board in connection with their participation in the SRO program, no matter when such claim is brought.

#### ARTICLE XIV

##### **Communication**

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. The school shall also designate an administrator in each school to act as a liaison with the SRO assigned to that school.

#### ARTICLE XV

##### **Termination of Agreement**

This agreement may be terminated by either party upon ninety (90) days' written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days' written notice. Termination of this Agreement may be only accomplished as provided herein. In the event this Agreement is terminated, Compensation will be made to the Town for all overtime services performed to the date of termination.

#### ARTICLE XVI

##### **Good Faith**

The School Board, the Town, and the Chief of the Police Department, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

#### ARTICLE XVII

##### **Modification**

No understandings or agreements purporting to modify or vary the terms of this document shall be binding, unless hereinafter made in writing and signed by the party to be charged.

#### ARTICLE XVIII

##### **Non-Assignment**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the written consent of the School Board and the Town is obtained.

#### ARTICLE XIX

**Merger**

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers on the date written above.

THE BOARD OF EDUCATION OF THE  
KATONAH-LEWISBORO SCHOOL  
DISTRICT

\_\_\_\_\_  
Charles Day  
*President of the Board of Education*

\_\_\_\_\_  
Michael Jumper  
*Interim Superintendent of Schools*

TOWN OF LEWISBORO

\_\_\_\_\_  
Peter Parsons  
*Supervisor*

LEWISBORO POLICE DEPARTMENT

\_\_\_\_\_  
Frank Secret  
*Chief of Police*

Exhibit A

Total Cost of SRO from 1/1/13 - 12/31/13  
2013 Actual Cost

Salary	\$75,876
Longevity	\$ 1,175
FICA	\$ 5,940
State Retirement	\$28,512
Medical Insurance	\$22,560
Workers Comp Insurance	\$ 1,948
Disability Insurance	\$ 41
Uniform Purchasing Allowance	\$ 790
Uniform Cleaning	<u>\$ 284</u>
Sub-Total	\$137,726

Actual Items to be Billed & Reimbursed

Overtime	\$25,727
FICA on Overtime	\$ 1,968
Dental	\$ 915
Wellcare	\$ 388
Vac/Pers/Sick Days	\$
0	
Training	\$ 2,412
Safety Vest	\$ 633
Other:	
Membership: Youth Off. Assoc.	\$ 20
Law Reference Books	\$
42	
Business Cards	<u>\$ 88</u>
Sub-Total	\$ <u>32,193</u>
Total	<u>\$169,919</u>

# *Town of Lewisboro Building Department*

P. O. Box 725  
Cross River, NY 10518  
914-763-3060  
Fax: 914-533-0097

## *Memorandum*

**Date:** July 24, 2014  
**To:** Town Board  
**From:** Peter C. Barrett, Building Inspector *PCB*  
**Subject:** Town Code  
**Cc:** Zoning Board of Appeals

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A situation has come up which I believe should be looked at with an eye towards a code revision.

Currently our code allows for an accessory structure (garage, barn etc.) up to 600 square feet total floor area without a variance. If the structure is attached to the residence, this 600SF restriction does not apply.

In the past, this attachment could be a breezeway, pergola or loggia. In 2001, then building inspector Bill Cargain "clarified" the definition of "attachment" in a memo to the ZBA. I have attached a copy. The ZBA in its resolution of the matter they were dealing with concurred, stating that if a pergola attaches a garage to a residence, the garage becomes in essence, part of the residence. I have attached a copy of part of the resolution.

Clearly, this is fair and understandable under most circumstances. The pergola in the 2001 issue was about 60' long.

The situation we are facing now would entail a pergola of some 150', to connect a 1900SF garage to a residence, thereby negating the need for a variance.

Perhaps it is time to put a limit on the distance, or to require that the attachment be "conditioned space" (heated/enclosed).

Could we ask Anthony Mole to look at this and give us some ideas?

OFFICE OF BUILDING INSPECTOR  
SOUTH SALEM, N.Y. 10590

Telephone  
914 763-3060



 **FILE COPY**

January 16, 2001

Memo to: William H. Lonergan, Chairman Zoning Board of Appeals  
Memo from: William H. Cargain, Building/Wetland Inspector   
Re: Definition of "Attachment"

As discussed at your meeting of December 27, 2000, the Building Department has been using the following guidelines for "Attachment":

- A. Building is a structure under Section 220-2
- B. Structure as defined by our Zoning Ordinance is "Anything constructed or erected, the use of which requires location on or under the ground...". Therefore two buildings which are defined as structures may be attached to other structures by means of any device defined as a structure.

In regards to the specific situation of attachment by a pergola, a pergola meets the definition of structure and can therefore be used to attach the structures.

If you have any further questions, please do not hesitate to ask.

NATURE OF APPLICATION  
AND SUMMARY OF  
EVIDENCE PRESENTED

This is an application for a Special Permit for an Accessory Apartment in an attached garage under construction pursuant to Article V, Section 220-40 of the Zoning Ordinance.

At the February 28, 2001 ZBA Meeting, Mr. Orifici came before the Board to explain the application. He is proposing to construct a 1,637 square foot accessory apartment consisting of one bedroom on the second floor in an attached garage, which is currently under construction. The proposed garage is attached by reason of the existence of a pergola. The structure is not considered an accessory structure because it is attached by the pergola to the house. With respect to an entrance to the proposed accessory apartment, there will be a set of stairs constructed in the rear leading to the proposed accessory apartment.

The ZBA Chairman announced that the Public Hearing will remain open, and that the Board will make an on-site inspection on Saturday, March 24, 2001.

At the March 28, 2001 ZBA Meeting, Mr. Orifici was present.

The ZBA Chairman announced that the Board made an on-site inspection of the property on Saturday morning, March 24, 2001. The Board requested that the Building Inspector, Mr. Cargain, visit the site and measure all aspects of the garage under construction.

With respect to whether the pergola is an attachment, the Building Inspector explained that the pergola is the "key", as it meets the definition of a structure which can be used to attach the existing building to the main house.

The Zoning Board has always treated a pergola or trellis or loggia as a structure requiring a building permit and, where appropriate, a variance. By using the pergola to attach the garage to the main residence, the garage becomes part of the main residence which has a Certificate of Occupancy prior to 1998.

The Board's concern is with the second room on the upper level which lends itself, in the Board's opinion, to become a second bedroom. Pursuant to the Zoning Ordinance, an accessory apartment, whether in a principal dwelling or in an accessory building shall be limited to a maximum of one bedroom.