

**AGENDA
TOWN OF LEWISBORO
TOWN BOARD WORK SESSION
NOVEMBER 3, 2014
TOWN HOUSE
7:30 P.M.**

PUBLIC COMMENT

CONSENT AGENDA

- **Approval of Minutes for October 27, 2014**

COMMUNICATIONS

- **Resignation of Sustainability Chairperson Heather Flournoy**

**PUBLIC HEARING PUBLIC HEARING AT 7:30 P.M. Regarding Amendment of the
Zoning Map for 5 East Street**

NEW BUSINESS

- **Resolution to Set Public Hearing Regarding Town Budget 2015**
- **Resolution to Set Public Hearing Regarding Cablevision Contract**
- **Discussion Regarding Lease of an Automobile for Senior Transportation**
- **Resolution Authorizing Supervisor to Sign Nature Conservancy Lease Agreement**
- **Resolution to Authorize the Lease of Premises Owned by the Town of Lewisboro to
Madava Sugar Maple, LLC**

OLD BUSINESS

- **Update to Use of Portable Lighting by John Jay Youth Football Until November 8,
2014**

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

- **Town Board Meeting on Monday, November 17, 2014 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.**

MOTION TO GO INTO EXECUTIVE SESSION

Items submitted for inclusion on the agenda for regular Town Board Meetings must be received by the Supervisor's Office by noon on the Thursday preceding the meeting. Items of significant importance may be added if deemed necessary by the Town Board or Supervisor.

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.

Peter Parsons

From: Heather Flourney <heather.flourney@gmail.com>
Sent: Monday, October 27, 2014 1:23 PM
To: Dan Welsh; Peter DeLucia; Peter Parsons
Subject: Resignation

To: Lewisboro Town Board

With a lump in my throat I send this note. Please accept this as my resignation from membership and chairmanship of the Sustainability Advisory Committee. I have very much enjoyed working with my fellow members, the Town Board and residents on inspiring projects such as Energize, the fruit tree plantings, the environmental movies series, bike and pedestrians matters and others, but I have moved to Katonah now and so its makes sense instead to continue those collaborations through the medium of Energize NY where I serve as Director of Communications and Operations, and other area cooperation through Sustainable Westchester. I look forward to continued progress in our area as we continue to work together to build the infrastructure for sustainable communities. I'm sure you'll still hear from me from time to time.

If I could make some parting suggestions:

- The committee could use a bank account or a way of accepting funds online so they could do some fundraising. I believe the Town could assist with this.
- It could be beneficial for all if the Town hosted at least an annual sustainability meeting where committee members had the opportunity to officially meet with the board, the clerk, the building and planning people, facilities, parks, highway, emergency management, police and other departments. This is no cost to the town and could go a long way in getting effective dialogues happening.

I think it's great that you all serve the community through municipal leadership and will miss having this formal connection with you. I'm available, as always, by phone or email or through the meetup group. 203-470-6335 | heather.flourney@gmail.com

Sincerely,

Heather

Heather Flourney
Katonah Green

Sustainable Lifestyle Blog, Meetup Group and Community Organizing
203-470-6335 | heather.flourney@gmail.com



TOWN BOARD OF THE TOWN OF LEWISBORO
COUNTY OF WESTCHESTER: STATE OF NEW YORK

-----X
In the Matter of the Application of

PIETRO CIPRIANO, JR. and JENNIFER CIPRIANO

**AMENDED
PETITION FOR
ZONING MAP
AMENDMENT**

For amendments to the Zoning Map of the Town of Lewisboro changing the Zoning Designation of Property Zoned R-1A to GB affecting real property located at 5 East Street, also known and designated on the Tax Assessment Map of the Town of Lewisboro as Sheet 53, Block 9834, Lots 35, 36 and 48.

-----X
PIETRO CIPRIANO, JR. and JENNIFER CIPRIANO (the "Petitioners") hereby petition the Town Board of the Town of Lewisboro for amendments to the Zoning Map pursuant to New York State Town Law Sections 264 and 265 as follows:

The Petitioners & Their Parcels

1. Petitioners PIETRO CIPRIANO, JR. and JENNIFER CIPRIANO are residents of the Town of Lewisboro and owners of a home and lot at 5 East Street, South Salem, New York 10590 which is known and designated on the Tax Assessment Map, of the Town of Lewisboro as Sheet 53, Block 9834, Lot 36. This parcel is comprised of approximately 0.71 acres and has 167.06 feet of frontage along the northerly side of East Street, a town road. It is currently zoned R-1A (Residential 1 Acre). A complete metes and bounds description of this parcel is contained in the Schedule A Description annexed hereto.

2. Petitioners also own the two abutting tax lots to the west where they operate a landscape nursery known as Copia at the corner of Smith Ridge Road (Route

PC

123) and East Street. Said nursery parcels located at 475 Smith Ridge Road, South Salem, New York 10590 are known and designated on the Tax Assessment Map of the Town of Lewisboro as Sheet 53 Block 9834, Lots 35 & 48. They are currently zoned RB (Retail Business). A complete metes and bounds description of these parcels is contained in the Schedule A-1 Description annexed hereto.

The Proposed Rezoning

3. Petitioners propose that the Town Board rezone their residential parcel at 5 East Street from R-1A to GB (General Business) and their two nursery parcels at 475 Smith Ridge Road from RB to GB. General Business districts include "landscape nurseries" as a permitted principal use. Such rezoning is sought in order for Petitioners to utilize their 5 East Street parcel in conjunction with their nursery/garden center located to the immediate west on Tax Lots 48 & 35. The Vista Market property borders the petitioners' parcel to the north. As can be seen from the attached copy of the Zoning Map, the existing RB district is surrounded by the R-1A District. Hence rezoning the petitioners' three parcels to GB will permit their integrated use as a landscape nursery without adversely affecting or impacting the residences in said R-1A District. GB uses other than those permitted in a RB district will be limited to landscape nurseries on these parcels.

4. Site plan approval by the Planning Board will be required before nursery stock and supplies could be displayed and/or stored at 5 East Street. Site plan review would include, but would not be limited to, appropriate screening as well as traffic circulation and the design of any necessary stormwater management facilities, which will

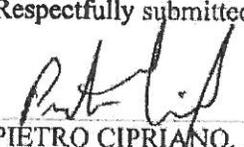
R.L.

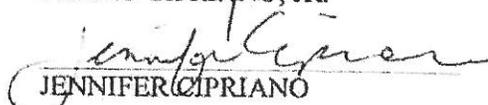
also be constructed to mitigate any increase in runoff resulting from the proposed landscape nursery use of the Petitioners' parcels.

5. Petitioners respectfully submit that the proposed landscape nursery use of 5 East Street is appropriate for the area. The proposed rezoning will have little, if any, impact on the residential areas to the east and north. When the 5 East Street parcel is used in combination with the existing garden center operation, Petitioners will be able to display nursery stock and garden supplies in a more efficient manner, thereby freeing up a portion of the current garden center site for off-street unloading of stock delivered by large trucks. Petitioners seek to enhance their retail business operations while also improving traffic and safety. An expanded garden center will create local jobs and increase tax revenues, thereby contributing to the fiscal well-being of the Town and its residents.

WHEREFORE, the Petitioners respectfully request that the Town Board grant this Petition and amend the zoning map to re-designate Petitioners' three tax lots (#s 48, 35 and 36) as GB (General Business).

Respectfully submitted,


PIETRO CIPRIANO, JR.


JENNIFER CIPRIANO

Dated: October 6, 2014

P.C.

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the Town of Lewisboro, County Westchester and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly side of East Street distant 293.90 feet Easterly from the corner formed by the intersection of the Northerly side of East Street with the Easterly side of Route 123 (Smith Ridge Road);

RUNNING THENCE along the said Northerly side of East Street North 74 degrees 16 minutes East 167.06 feet to lands now or formerly of Jack T. Frantz and Georgene M. Frantz;

RUNNING THENCE along said lands now or formerly of Jack T. Frantz and Georgene M. Frantz North 10 degrees 25 minutes 30 seconds West 176.44 feet to lands now or formerly of Robert and Elizabeth Carpenter;

RUNNING THENCE along said lands now or formerly of Robert and Elizabeth Carpenter and along the mean center line of a stone wall, South 78 degrees 39 minutes 20 seconds West 172.14 feet to a point;

RUNNING THENCE along lands now or formerly of Vista Barn Corp. the following courses and distances: South 11 degrees 43 minutes East 61.81 feet; South 8 degrees 02 minutes 10 seconds East 25.51 feet and South 13 degrees 29 minutes 10 seconds East 102 feet to the Northerly side of East Street and the point or place of BEGINNING.

SCHEDULE A-1 DESCRIPTION

AMENDED 4/15/13

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Lewisboro, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of the Ridgefield New Canaan Road also known as Route 123 and Smith Ridge Road at its intersection with the northerly line of East Street;

THENCE RUNNING along the Ridgefield-New Canaan Road, known as Route 123,

North 00 degrees 14 minutes 40 seconds West 42.42 feet; and
North 00 degrees 47 minutes 40 seconds West 31.00 feet and
North 6 degrees 50 minutes 12 seconds West 115.61 feet to land formerly of Clark and now or formerly of Hodges;

THENCE along the last mentioned land the following course and distances:

North 87 degrees 40 minutes 42 seconds East 26.41 feet;
North 83 degrees 54 minutes 37 seconds East 47.78 feet;
North 87 degrees 39 minutes 26 seconds East 40.47 feet;
North 81 degrees 42 minutes East 32.83 feet;
North 79 degrees 21 minutes 50 seconds East 25.68 feet;
North 81 degrees 21 minutes 10 seconds East 90.86 feet to land now or formerly of Robert W. and Dorothy Conklin;

THENCE along said mentioned land the following courses and distances:

South 9 degrees 44 seconds East 61.81 feet;
South 6 degrees 03 minutes 10 seconds East 25.51 feet;
South 11 degrees 30 minutes 10 seconds East 102 feet to the northerly side of East Street;

THENCE along the northerly side of East Street, the following courses and distances:

South 74 degrees 52 minutes 10 seconds West 60.81 feet;
South 80 degrees 09 minutes 30 seconds West 30.19 feet;
South 77 degrees 46 minutes 30 seconds West 12.51 feet;
South 75 degrees 52 minutes 30 seconds West 119.42 feet;
South 87 degrees 31 seconds West 23.02 feet;
North 77 degrees 44 minutes 10 seconds West 23.54 feet;
North 49 degrees 18 minutes West 24.41 feet to the easterly of Ridgefield-New Canaan Road, known as Route 123, and the point and place of BEGINNING.

EXCEPTING therefrom that part of the property which was appropriated by the Town of Lewisboro in Liber 8076 page 338. (Map#22203 Liber 8335 page 96)

For Information Only: Said premises are known as 475 Smith Ridge Road, South Salem, NY and designated as Section 53 Block 9834 Lot 35 (formerly 35 and 48) as shown on the Westchester County Land and Tax Map

Robert P. Astorino
County Executive

Westchester County Planning Board

October 20, 2014

Mary Hafter, Confidential Secretary to the Supervisor
Town of Lewisboro
P.O. Box 725
Cross River, NY 10518

Subject: **Referral File No. LEW 14-003 – Cipriano Rezoning**

Dear Ms. Hafter:

The Westchester County Planning Board has received a copy of a petition to amend the Lewisboro Zoning Map to rezone three tax lots, currently zoned R1-A and RB, to GB – General Business. The subject parcels are located at the intersection of East Street and Smith Ridge Road (NYS Route 123). The purpose of the proposed rezoning is to allow the petitioners to use their existing house (located on the parcel currently zoned R1-A) as part of their nursery/garden center which is located on the abutting commercially zoned properties. If the rezoning is granted, site plan approval would also be required for the proposed modifications to the existing dwelling.

We have reviewed the proposed zoning petition under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code and find the zoning map amendment to be a matter for local determination in accordance with the Town's planning and zoning policies. We reserve comment on the proposed site plan until site plan review is initiated if the rezoning is approved.

Thank you for calling this matter to our attention.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

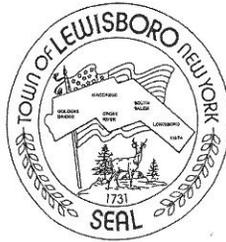
cc:
By:



Edward Buroughs, AICP
Commissioner

EEB/LH

TOWN OF LEWISBORO
Westchester County, New York



Planning Board
PO Box 725
Cross River, New York 10518

Tel: (914) 763-5592
Fax: (914) 763-3637
Email: planning@lewisborogov.com

Dear Supervisor Parsons and Members of the Town Board,

The Lewisboro Planning Board is in receipt of an Amended Zoning Petition prepared by Michael Sirignano, Esq. on behalf of Pietro and Jennifer Cipriano. The Cipriano's own a landscape nursery known as Copia located at 475 Smith Ridge Road, comprised of Tax Lots 35 and 48, and an abutting residential lot (Tax Lot 36) consisting of approximately 0.71 acres and located a 5 East Street. The existing landscape nursery (Tax Lots 35 and 48) are currently zoned Retail Business (RB) and the abutting residential lot (Tax Lot 36) is currently zoned One-Family Residential (R-1A). The Amended Zoning Petition requests that the three parcels be re-zoned to GB (General Business). It includes a condition that GB uses permitted on these parcels, other than those permitted in the RB district, will be limited to landscape nurseries.

Reference is made to the "Amended Petition for Zoning Map Amendment", dated October 6, 2014, along with a conceptual site plan prepared by David Coffin Architect, dated July 24, 2014. The Planning Board discussed the proposed petition and concept plan at its July 15, 2014 and September 16, 2014 Planning Board meetings. While the Planning Board has concerns relative to potential impacts to East Street and the residential community it serves, along with traffic circulation, stormwater management and aesthetic concerns, the Planning Board supports the rezoning of the subject property, as proposed, with the understanding that any impacts of concern will be further investigated and addressed during the site plan review process. It should be noted that site plan approval must be obtained from the Planning Board before Tax Lot 36 is utilized in conjunction with the adjacent landscape nursery and before any site modifications are implemented.

We note that by Resolution dated May 21, 2002, the Town Board rezoned the Lewisboro Garden Center property (owned by James and Elizabeth Grant, located at 389 Smith Ridge Road and identified as Sheet 50A, Block 9843, Lots 71 and 81) from RB to GB, with a condition that "landscape nurseries" be the only additional permitted use from those permitted in the GB Zoning District. This was proposed due to the fact that "landscape nurseries" was, and continues to be, a permitted principal use within the GB Zoning District, but not within the RB Zone.

While the Planning Board agrees that the existing Copia landscape nursery use is an appropriate use for the subject property and does not object to its expansion onto Tax Lot 36, consistent with the Town Board's May 21, 2002 decision, the Planning Board supports the condition contained within the amended petition that restricts the subject property to use as a landscape nursery, in addition to those uses currently permitted within the RB Zoning District.

Regards,

Jerome Kerner, Chairman
October 29, 2014

**TOWN OF LEWISBORO
ZONING BOARD OF
APPEALS**

Memo

To: Honorable Peter Parsons, Supervisor
& Members of the Town Board

From: Members of the Zoning Board of Appeals

cc: Honorable Jerome Kerner, Chairman
& Members of the Planning Board

Date: August 7, 2014

Re: Re-zoning request of Pietro & Jennifer Cipriano

At your request of July 1, 2014, the Zoning Board of Appeals visited the site located at 5 East Street in the Vista Hamlet as well as the adjacent commercial property [Copia Nursery] located at 475 Smith Ridge Road. At the July 30, 2014 regular meeting of the Zoning Board of Appeals there followed a discussion with respect to the petition submitted to the Town Board of Pietro and Jennifer Cipriano to amend the Zoning Map changing the zoning designation of the property zoned R1A [5 East Street] to Retail Business to expand their business on the adjacent commercially zoned property.

It was the consensus of the ZBA members to support this petition with consideration given to screening, noise and traffic on East Street. While unable to formally approve the minutes prior to forwarding to you, the attached ZBA minutes of the July 30, 2014 meeting have been reviewed by the members and approved for delivery to the Town Board.

Thank you for the opportunity to review and offer our comments.

Application of Pietro Cipriano, Jr. and Jennifer Cipriano to amend the Zoning Map of the Town of Lewisboro changing the Zoning Designation of Property Zoned R1A to RB affecting real property located at 5 East Street also known and designated on the Tax Maps of the Town of Lewisboro as Sheet 53, Block 9834, Lot 36.

Peter and Jennifer Cipriano were present with Michael Sirignano, Esq. and project architect David Coffin.

Mr. Sirignano advised that his clients purchased the business several years ago; the business has grown nicely. To stay competitive with the big box stores, they need to get their deliveries on tractor trailer trucks. The issue has become truck traffic making deliveries between early May and mid-June and pulling up on the shoulder. There has since been some discussions with Town officials to rezone their residential property adjacent to the business, which would open up opportunities to redesign a safer site plan utilizing both properties. The architect has been given instructions to keep the more intensive uses in the front of the existing residence, with quieter uses in the rear. Mr. Cipriano also spoke with his neighbor, William Bowen and Lisa Margaret Smith, 9 East Street who submitted a letter dated July 28, 2014 with their conditional agreement to the change.

Mr. Krellenstein questioned what mechanism there would be to ensure that the conditions requested by the neighbors are enforced and was advised that these could be incorporated into the site plan approved by the Planning Board.

Mr. Sirignano stated they would abide by these conditions and would invite them to be incorporated into a site plan approval and noted on the site plan itself. The Cipriano's would continue to live in the residence.

Mr. Coffin distributed a tax map and reviewed the abutting parcels and displayed a proposed site plan. He advised that Mr. Cipriano was sensitive to the fact that East Street is residential and the intent is to maintain the residential character in the front with screening and a gate. There will be some trucks coming in and out, but the view will be a residential feel.

Mr. Krellenstein advised that his concern was with expanding the truck traffic closer to the residential property. If the conditions could be adhered to that were proposed by the neighbor, he would be favorably disposed to the rezoning request.

Mr. Casper noted that this is a peculiar request in that the Town is looking at the request for Mr. Cipriano's business, but ultimately anything allowed within the RB business district will be permitted. He further noted that he believed that the neighboring property owners had made a fair request and questioned how the plants proposed to be stored behind the residence would be lifted and moved. When advised by Mr. Cipriano that they would be moved with a tractor or front loader, Mr. Casper questioned whether this could be considered heavy machinery.

Mr. Cipriano advised that there had been a tractor in the backyard grading the property to remove thick bamboo within reasonable hours.

Mr. Casper noted that the previous owner had heavy equipment stored on the property. He noted that the rear portion of the adjacent property owned by the Vista Market is zoned residential and wondered at what point the Town Board would entertain a request to rezone that property as well. He noted that he had never been in the position to comment and or review an application for a zoning amendment. To achieve a similar result of utilizing the residential property for a business use, the property owner could apply to the ZBA for a use variance, which is a tough standard and would give the ZBA more to say. The applicant may end up with what they were looking to achieve, but the approval would be very specific. Given the area and the neighbor's flexibility it may be a nice thing to do for the Cipriano's and makes sense. The ultimate result of adopting this amendment in terms of the future, future uses and what happens with the Vista Market property is something the Town Board has to consider.

Mr. Sirignano noted that there is a municipal use across the street.

Mr. Krellenstein questioned whether the properties would be merged if this is approved and was advised by Mr. Sirignano that they would be given that there would be a single site plan. He advised that given that this is a small parcel and that the neighbors did not object that he could support the application.

Mrs. Mandelker advised that she walked down East Street and noted that there was a stone wall between the Cipriano property and the Bowen/Smith property. Across the street was another stone wall. Visually it appeared that this defined the beginning of the residential area. She thinks the plan is reasonable and would be in favor, but her concern is that although this proposed plan will heavily screen the property she questioned what would happen in the future.

Mr. Krellenstein suggested that if this Board is favorably disposed to the petition to rezone the property, that a proviso is added that the Town Board and the Planning Board be heedful of the neighbor's reasonable request.

In response to Mr. Price's question as to how the existing residential driveway would be used, Mr. Sirignano advised that it would be used for small tractors, pick-up and box trucks. Mr. Price advised that the commercial traffic would increase on East Street and there would be trucks parking on the edge of the road causing commercial traffic to go further into East Street.

Mr. Cipriano advised that the whole idea with this site plan is to get the trucks off the road. He advised that they will have to plant something or place something green along the side of the road at the proposed entrance on East Street.

Mr. Price advised that his personal preference is to keep all of the truck traffic off of East Street and limit the entrance to the site to the existing entrance on Route 123.

Mr. Casper questioned what would happen if the Planning Board believed that there are one to many entrances and limited the contractor access to the Route 123 entrance.

Mr. Cipriano advised that if the business continued to grow that he would have an issue because he could only schedule so well to avoid more than one truck making a delivery at the same time. There will be trucks parking along the side of the road. He discussed the second entrance on Route 123 that had been eliminated because it was dangerous.

Mr. Price noted that there were traffic consultants that could provide the answers. He stressed that what he did not want to see is landscape trucks lining up the side of East Street. It is pushing it to expand the business zone further into the residential district and if it gets out of control it will create many issues.

After some discussion the Board directed the Secretary to prepare a draft memo to the Town Board indicating their support for the proposal with consideration be given to screening, noise and traffic on East Street to be forwarded with a copy of the minutes.

Mr. Casper moved to adjourn the meeting at 8:45 P.M. The motion was seconded by Mrs. Mandelker. In Favor: Mr. Krellenstein, Mr. Price, Mrs. Mandelker and Mr. Casper.

Respectfully submitted,

Aimee M. Hodges
Secretary, Zoning Board of Appeals

Peter Parsons

From: Lisa Pisera <LPisera@lewisborogov.com>
Sent: Monday, October 20, 2014 3:27 PM
To: 'Daniel X. Welsh'; 'Frank Kelly'; 'John Pappalardo'; 'Peter DeLucia'; 'Peter Parsons'
Subject: FW: COPIA

I received the following email earlier today.

Regards,

Lisa

Lisa Pisera

Planning Board Secretary

20 North Salem Road
PO Box 725
Cross River, New York 10518
914-763-5592

Office Hours

Tuesday, Wednesday and Thursday
9:00 a.m. - 3:00 p.m.

The Planning Board Office is also open on the Friday and Monday prior to Board Meeting dates.

For more information please visit the Planning Board webpage:

[Planning Board Home](#) | [Town of Lewisboro, New York](#)

From: Engjell Berisha [<mailto:eberisha@gmail.com>]
Sent: Monday, October 20, 2014 9:02 AM
To: planning@lewisborogov.com
Subject: COPIA

Dear Lisa,

I am writing this to express my concern on the impact that Copia business has on the East street neighborhood. Last year when my sitter walked my kids to camp pickup, she was in danger few times by cars turning into east street since there was no room for pedestrians to walk.Copia had they truck and big tractor trailer parked on the side. after that, she refused to walk my kids to the camp since she felt it was to dangerous for her and kids to walk by the store. As his business grew, things are progressively gone bad for us. Mornings when i go to work, most of the time i have to slow down when approaching RT123 since incoming traffic does not see cars moved to the middle of east st since there are always trucks and forklifts. Visibility in that area is becoming very hectic. Forklifts in the AM are moving big plants in and out of trucks and the whole street is full of mud. Town park across the street often becomes staging for trucks to take turn to unload or load. Often that happens while school busses are parked in the town park along with commercial traffic for Copia. As of recently he purchased the home next to Copia and that now is becoming part of the business. Trucks, forklifts, other business vehicles backing up in and out of his residence are becoming a daily reality. Not sure if that property is intended for business, but certainly makes it very dangerous for cars to pass by and let alone for people to walk by. The mud area now stretches all the way to Briscoe rd. where trucks make U turns. In addition to trucks congesting East street, he also rides his forklift on east street way past Briscoe which now makes it even more dangerous for

people to walk and kids to ride bicycles. He does not ride the big caterpillar forklift to offer on east street but looks like it's on par to be a normal view since i highly doubt his mission is to improve neighborhood. He also recently began selling landscaping power machines and hung big ugly industrial sign on his fence advertising on east street. Now i have to believe soon we will be hearing power tools being tested repaired and reved, which even further gives the neighborhood the industrial look. Just last month Lewisboro Ledger had an article about him acquiring zone change and it seems like some town executives have no problem with that. Well, they need to have East street homeowners ask that since our neighborhood is being impacted badly from this business who is registered to operate from RT123 and not east st. East street section of COPIA looks horrible and and town park is used by his employees to park their vehicles. It is not my goal to stop his growing business, but want him to operate bug trucks and madness on RT123 and leave East st. alone for residents. I have plenty of pictures to back most of the above as well.

Since i am unsure of all responsible town personnel who would be concerned with this matter, i would appreciate if you can forward this email to them, or let m know who they are so i can forward.

Additionally, i would like to keep my identity private for now until I know more from the the town and their course of action.

Please let me know who else do i need to write or perhaps meet to discuss this further. If any of the town personnel would like to contact me to discuss the above they can reach me on this email or call me on my cell

516.220.2078
Thank you,

Engjell Berisha

William E. Bowen
Lisa Margaret Smith
9 East Street
South Salem NY 10590

July 28, 2014

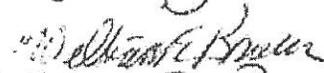
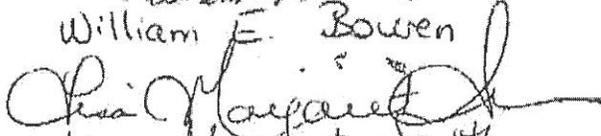
Immediate
neighbor.

To Whom It May Concern,

We are the owners of the residential property at #9 East Street, located immediately adjacent to the home of Peter and Jenn Cipriano at #5 East Street, which is immediately adjacent to their business, Copia Home & Garden, located at 475 Smith Ridge Road, on the corner of East Street. We are aware of the request being made by the Ciprianos to alter the zoning of #5 East Street, and to modify the ^{East Street} curb cut and certain other portions of the Copia property, in order to accommodate tractor trailer deliveries and other requirements of their increasingly successful business. Although we recognize that having a commercially zoned property immediately next to our home may affect our property value, we also believe that the continuing success of Copia will benefit

the entire Vista community, including our street. In offering our agreement to the proposal on the July 24, 2014 plan we rely especially on there being a significant plant barrier between our property and the property at #5 East Street, as well as along the front of that property, where it faces East Street. On the understanding that these plant barriers will be erected promptly and maintained going forward, and that any use of heavy equipment or other noise-making equipment will be limited to reasonable hours during the day, on the #5 East Street property, we are willing to agree to the July 24, 2014 proposal. Please feel free to contact us if you have any questions.

Very truly yours,


William F. Bowen

Lisa Mandret Smith

LICENSE AGREEMENT

This agreement is made this ___ day of _____, 2014, by and between THE NATURE CONSERVANCY EASTERN NEW YORK, a Not-For-Profit entity validly existing in New York State, having an address at 195 New Karner Road, Suite 201, Albany, New York 12205 (hereinafter referred to as the "licensor"), and the TOWN OF LEWISBORO, a municipal corporation in the State of New York with its principal offices located at 11 Main Street, P.O. Box 500, South Salem, New York 10590 (hereinafter referred to as the "licensee").

WHEREAS, Licensor is the owner of property known as the Long Pond Preserve (hereinafter referred to as the "Preserve"), which is a preserve property located within the Town of Lewisboro, and

WHEREAS, Licensee desires to enter into this temporary License Agreement in order to access the Preserve for the construction and maintenance of a proposed catch basin, as shown on the plans attached hereto as Exhibit "A," with the understanding that this license is for the construction of the catch basin as shown on the Exhibit "A," and that a permanent easement agreement acceptable to both licensor and licensee is intended to be entered into by and between the parties hereto upon completion of the construction which will grant the Town access for the purpose of maintenance of the catch basin facilities, and

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Deleted: shall

WHEREAS, the Licensee has the funding available to finance the project described herein, and

WHEREAS, Licensor desires to provide a temporary license to the Licensee for the aforementioned purpose.

NOW THEREFORE, based upon the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Licensor grants to licensee the right, privilege and permission to travel onto and use the property known as the Long Pond Preserve for the purpose of the work to be performed in relation to the construction of the catch basin as shown on Exhibit "A," a copy of which is annexed hereto and made a part hereof, all of which is to be conducted at the sole cost and expense of the licensee. The grant of this license shall be effective upon full approval and execution of this License Agreement by both parties and shall terminate on September 30, 2015 unless extended in writing signed by both parties.

2. Licensee shall at all times comply with any and all instructions, orders, violations or other requests made by Licensor with respect to its work in the Preserve. Licensee shall undertake site restoration at its sole expense and subject to final approval by Licensor.

3. Licensee, as long as this License Agreement is in effect, shall be solely liable and responsible for, and shall indemnify and hold harmless the Licensor, its officers, agents and employees from, any damage caused by any and all work being performed within the Preserve by the licensee, including but not limited to any and all injuries to persons or property.

4. Licensee shall name the Licensor as an additional insured on licensee's insurance policy with respect to any damage or injury caused or suffered as a result of the work performed by the licensee on licensor's premises. Licensee shall provide a certificate of insurance naming the Licensor as an additional insured at the commencement of this Agreement, and shall provide certificates indicating any change in such insurance policy. Licensee shall further provide certificates to the Licensor evidencing continued insurance coverage as referred to herein prior to the expiration of any policy term.

5. The privilege granted herein is an accommodation to licensee and is revocable at will at any time by licensor, provided licensor gives at least 30 days written notice prior to the date

that a revocation becomes effective. Such notice shall be forwarded to licensee at licensee's address as stated herein by certified mail or by personal delivery to licensee. The notice time period shall commence from the date said notice is deposited in a U.S. Postal Service depository for delivery, or upon personal delivery of same to licensee.

6. In consideration of the privilege granted herein, licensee will not claim any damages from licensor in connection with or on account of any injuries or damages arising in or on the property while being used by licensee and licensee's members, guests, or invitees, and licensee further agrees to indemnify and save harmless licensor from all claims or damages in connection with the use of the property by licensee and licensee's members, guests, or invitees.

7. Licensee agrees not to erect or to cause or permit to be erected on licensor's premises any buildings or structures, whether permanent or temporary, without the express written permission of the licensor, other than as shown on the Exhibit "A" annexed hereto.

8. This agreement shall run with the land and shall be binding on and inure to the benefit of the parties, their heirs, successors and assigns, unless terminated according to its terms as set forth in Section 1 above or revoked pursuant to Section 5 above, This agreement may be assigned by licensor at its sole discretion.

Deleted: terminated in the manner stated herein.

9. Upon the revocation of this license, licensee shall immediately remove any and all items placed in the premises by licensee, if any.

10. This Agreement shall not be enforceable until signed by all parties and approved by the Town Board of the Town of Lewisboro.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

12. This Agreement shall encompass the entire agreement between the parties with

respect to the subject matter hereof, and any changes or amendments shall be in writing and signed by all parties hereto in order to be enforceable.

13. Licensee has obtained all approvals necessary to enter into this Agreement.

The parties have signed this agreement on the date and year first above written.

LICENSOR(S):

LICENSEE(S):

THE NATURE CONSERVANCY
EASTERN NEW YORK

TOWN OF LEWISBORO

By: _____

By: _____

Peter Parsons, Supervisor

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

On the day of in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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

On the day of in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared PETER PARSONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

TOWN OF LEWISBORO

County of Westchester, State of New York

RESOLUTION TO AUTHORIZE THE LEASE OF PREMISES OWNED BY THE TOWN OF
LEWISBORO TO MADAVA SUGAR MAPLE, LLC

INTRODUCED BY: _____

SECONDED BY: _____

DATE OF CONSIDERATION/ADOPTION: November 3, 2014

WHEREAS, the Town of Lewisboro owns a certain parcel of property known as the Brownell Preserve, Waccubuc Road, Lewisboro, New York, designated as Sheet: 11, Block: 11137, Lot: 33 on the tax maps of the Town of Lewisboro (the “premises”); and

WHEREAS, Madava Sugar Maple, LLC (“MSM”) has expressed interest in leasing on the premises approximately 1,500 maple trees to use for tapping and the production of maple sap; and

WHEREAS, the Town Board of the Town of Lewisboro does not have a current use for the premises that would prohibit the intended use by MSM; and

WHEREAS, the Town Board of the Town of Lewisboro has reviewed the covenants and restrictions affecting the premises, and determines that the intended use is not prohibited by any covenants and restrictions affecting the premises; and

WHEREAS, this action constitutes a Type II action under 6 NYCRR Part 617, and under Section 110-15 of the Lewisboro Town Code, and therefore, requires no further review under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Town Board of the Town of Lewisboro finds that it is in the best interest of the Town to enter into the Lease with MSM for the purposes stated herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Lewisboro hereby approves and authorizes the Lease as described herein to Madava Sugar Maple, LLC of approximately 1,500 maple trees on the premises to use for tapping and the production of maple sap, in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Supervisor of the Town of Lewisboro is hereby directed and authorized to execute said Lease with Madava Sugar Maple, LLC; and

BE IT FURTHER RESOLVED, that this resolution is subject to a permissive referendum pursuant to Section 64(2) of the Town Law of the State of New York, and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Lewisboro is authorized and directed to publish notice of this resolution in accordance with Section 90 of the Town Law of the State of New York.

VOTE: RESOLUTION CARRIED BY A VOTE OF __ TO __.

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

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Lewisboro at a meeting of said Board on November 3, 2014.

DATED: November 3, 2014

JANET L. DONOHUE, TOWN CLERK

Sugarbush Lease Agreement

Section I. Contracting parties, Description of Property and Term of Lease

This lease agreement is dated October 31, 2014, by and between the Town of Lewisboro (Landowner), and Madava Sugar Maple, LLC (Renter).

The landowner, in consideration of the agreements with the Renter here in after set forth, hereby leases to the Renter approximately 1500 maple trees to use for tapping and the production of maple sap.

The trees are located on land(s) at: Brownell Preserve, Waccubuc Road, Lewisboro, NY (Premises).

Sheet: 11 Block: 11137 Lot: 33

See attached diagram of property.

This lease shall become effective on the ____ day of _____, 2014, and shall continue in force until the last day of the month October, 2019. The renter shall have the option to renew for a period of 5 years after the first lease period, provided that the landowner has not given notice of cancellation, at least three months prior to the end of the current lease. The renter shall advise the landowner of intent to renew this lease not less than three months prior to the end of said lease. The Landowner may terminate this Lease pursuant to the terms of this provision without cause.

Section II. Land Use

The following practices are mutually agreed upon:

1. Guidelines for tapping maple trees, as developed by Northeast Organic Farming Association (NOFA) shall be the standards for tapping on this property.
2. Tap holes shall be made with tapping bits not greater than 5/16 inches in diameter for standard vacuum tapping and those tap holes shall not be more than 2.5 inches deep.

Section III. Liability

1. The Renter holds harmless and indemnifies the Landowner its members, employees and agents against any claim losses, expenses, damages, and legal fees incurred by the Landowner arising out of or related to the implementation of this lease agreement of Renter's activities on or off the Premises.

2. Renter carries workman's compensation insurance and Landowner is a named insured. Renter carries \$1 million in general liability insurance and an umbrella policy of \$4 million and

Landowner is a named insured. Failure to provide said certificate of insurance shall be just cause for lease cancellation at the sole option of the landowner. Renter shall notify Landowner immediately of any change in insurance coverage policies or termination or cancellation of insurance policies referred to herein.

Section IV. The Landowner Agrees to:

1. Furnish the area described above and access to such areas as described above, for the purpose of managing the leased area. Landowner agrees to let Renter install tubing and a piped collection network.

2. Pay all taxes and assessments against the said property. However, the Renter shall be solely responsible to pay any increases in the taxes or assessments against the property directly resulting from the Renter's use of the property.

3. In the event that the landowner should decide to sell the property, he shall offer the Renter the right of first refusal to purchase at the appraised or asking price and give the Renter(s) a period of 45 days to provide the landowner notice of his/her intent.

Section V. The Renter Agrees to:

1. Conduct its business so as to have minimum impact on others using the Premises. The Renter acknowledges that the Premises are being used for other purposes and that while this is an exclusive agreement for harvesting maple sap, the harvesting must be done in such a manner so as not to interfere with the others using the Premises.

2. Maintain a minimum 8' clearance if the tubing or pipe collection network is required to cross marked trails on the Premises (see attached map).

3. Comply with all local laws, rules, regulations and other local, county and state requirements with regard to the use of the Premises and the harvesting of the sap including but not limited to all environmental, agricultural, zoning, Board of Health, and Department of Environmental Conservation requirements.

4. Furnish all labor, equipment, supplies and all operational expenses.

5. Neither assign nor sublet any of the land or property covered in this lease to any other person or persons.

6. Provide a tour of the Brownell Preserve production area, including an overview of maple syrup production process, to interested members of the community, not to exceed 2 tours per year. Mutually agreed upon dates must be scheduled 60 days in advance.

7. Complete all required paperwork and pay all fees for NOFA Certification.

8. Remove all taps from trees in a timely manner, but not later than May 15 of each year.
9. Remove all taps, pipeline, and equipment at the conclusion of this lease.

Section VI. Compensation: The Renter agrees to pay the landowner the sum of \$0.65 per tap per year or \$1000.00 per year, whichever is greater. Renter will provide a tap count to the landowner once all taps are installed, typically around February 1st.

Section VII. Covenants and Restrictions: The parties hereto acknowledge that there are recorded covenants and restrictions relative to the subject premises, and that the use of the premises contemplated herein does not constitute a violation of any such covenants and restrictions. However, if a Court of competent jurisdiction were to determine that the use contemplated herein is in violation of any such covenants or restriction relative to the subject premises, then the Landowner may terminate this Lease with no further liability toward the Renter.

Section VIII. Notices: Any notices, correspondence or other communications required to be made pursuant to this Lease or desired by either party shall be made by overnight delivery, or by certified mail (return receipt requested), to the Landowner at: The Town of Lewisboro, Office of the Town Clerk, 11 Main Street, P.O. Box 500, South Salem, New York 10590, and to the Renter at: Madava Sugar Maple, LLC, 47 McCourt Road, Dover Plains, New York 12522, or to such other place or address as shall be designated by the parties in writing.

Section IX. Waiver: The failure of the Landowner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease or of any of the rules or regulations set forth or hereinafter adopted by Landowner shall not prevent a subsequent act which would have originally constituted a violation from having all of the force and effect of any original violation. The receipt of Landowner of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Renter or receipt by Landowner of a lesser amount than the rent together with any additional rent as herein stipulated, if any, shall be deemed to be other than on account of the earliest stipulated rent or additional rents, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction. Landowner may accept such check or payment without prejudice to Landowner's right to recover the balance of such rent or pursue any other remedy provided in this Lease. No act or thing done by Landowner or Landowner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Landowner.

Section X. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York, and the venue for any action or proceeding with respect to this Lease shall be the County of Westchester.

Section XI. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section XII. Benefit: This Lease shall be binding upon and shall operate for the benefit of the parties and their respective heirs, administrators, successors and assigns.

Section XIII. Endorsements: No agreements, oral or written, respecting the demised premises shall be binding upon either party to this Lease unless in writing and attached hereto.

Section VIII. Signatures:

This lease is binding on all parties signing, before this witness, on this day:

TOWN OF LEWISBORO, Landowner:

By: _____ Date _____
Peter Parsons, Supervisor

_____ Date _____
Public Notary Witness

MADAVA SUGAR MAPLE, LLC, Renter:

By: _____ Date _____

Name:

Title:

_____ Date _____

Public Notary Witness