AGENDA
TOWN OF LEWISBORO
TOWN BOARD MEETING
TOWN HOUSE
FEBRUARY 23, 2015
7:30 P.M.

I. **PUBLIC COMMENT PERIOD**

II. **COMMUNICATIONS – Receipt and Availability of NYS Comptroller's Report on Financial Condition of Town**

III. **PUBLIC HEARING – Regarding Amendment of Section 199-10 of Chapter 199, Taxation, to Extend to Gold Star Parents the Tax Exemptions Provided Therein**

IV. **CONSENT AGENDA**

1. **Approval of Minutes February 9, 2015**

V. **NEW BUSINESS**

1. **Presentation by Pro Star Energy Services Regarding Pooling Energy Purchases With Cooperating Towns**
2. **Resolution Authorizing Supervisor to Sign 2015 Interagency Agreement Renewal - Northeast Westchester Special Recreation Inc.**
3. **Resolution to Approve Application for License to Collect and Dispose of Refuse and Recyclables – R&S Waste Services LLC**
4. **Resolution to Approve Application for License to Collect and Dispose of Refuse and Recyclables – County Waste Management**

5. **Resolution to Approve Application for License to Collect and Dispose of Refuse and Recyclables – City Carting**

VI. **OLD BUSINESS**

1. **Ratification of the PBA MOA**
2. **Acknowledgement of Adoption of Resolution by Planning Board Granting Partial Release of Performance Bond for Laurel Ridge a/k/a Oakridge Gardens**
3. **Release of Deposit of Funds in Lieu of Bond – Estate Motors – On Recommendation of Planning Board**

VII. **APPROVAL OF CLAIMS**

VIII. **POLLING OF BOARD**

IX. **ANNOUNCEMENTS**

Town Board Meeting on Monday, March 9, 2015 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.

X. **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.

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

DATE: February 10, 2015

RE: **2015 Interagency Agreement Renewal - Northeast Westchester Special Recreation Inc.**

Attached please find the 2015 Northeast Westchester Special Recreation interagency agreement for the Town of Lewisboro for you to sign if approved by the Town Board. The municipal match share for the Town in 2015 is $9,850.28. The payment schedule requires the first payment of $5,527.08 to be paid by the end of February and the balance of $4,323.20 due by the end of July. The money for this payment has been approved in the 2015 Recreation and Parks Department budget in account 7310.42 (youth).

I would like to request that the interagency agreement be put on the Town Board agenda. I have included the agreement for the Town Board and Town Attorney to review. Once the agreement has been signed, I will process a claim to be paid.

Should you require additional information concerning this agreement renewal, please let me know. Thank you in advance for your consideration in this matter.

Respectfully submitted,

Dana M. Mayclim
Superintendent

DMM:ls

cc Town Board

99 Elmwood Road ✦ South Salem, NY 10590 ✦ (914) 232-6162 ✦ Fax (914) 232-6165 ✦ parks@lewisborogov.com ✦ TTY (800) 662-1220

P.O. 16348

North East Westchester Special Recreation Inc.
63 Bradhurst Avenue, Hawthorne, New York 10532
914-347-4409 Fax 914-347-4050

January 1, 2015

Dana Maydim
Town of Lewisboro
65 Old Bedford Road
Goldens Bridge, NY 10526

Dear Dana,

As per our North East Westchester Special Recreation Interagency Agreement, your Per Capita match for 2015 is $5,527.08.

The following is an explanation of how the Municipal Match is done:

6 decimals are used on all figures.

Per Capita – take amount of money needed for the year $67,852.47 and divide by the population 152,362 which equals .4453372 x population 12,411 = $5,527.08

Per Participant – take the amount of money needed $67,215.47 and divide by the participants 435.33 which equals 154..40 x per participant 28 = $4,323.20.

The total charge for 2015 will be: $9,850.28.

Sincerely,

Janet Riley
Executive Director

NORTH EAST WESTCHESTER SPECIAL RECREATION, INC.

INTERAGENCY AGREEMENT

This agreement made on the (1st.) day of (January), (2015 by and between North East Westchester Special Recreation Inc., a NFPC organized pursuant to laws of State of New York and the Town of Mount Pleasant, a municipal corporation of the State of New York, the Town of New Castle, a municipal corporation of the State of New York, the Town of Bedford, a municipal corporation of the State of New York, the Town of Somers, a municipal corporation of the State of New York, the Town of Lewisboro, a municipal corporation of the State of New York, the Town of North Castle, a municipal corporation of the State of New York, the Village-Town of Mount Kisco, a municipal corporation of the State of New York, the Village of Sleepy Hollow, a municipal corporation of the State of New York, the Village of Pleasantville, a municipal Corporation of the State of New York, The Town of North Salem, a municipal corporation of the State of New York, The Town of Pound Ridge, a municipal corporation of the State of New York, The Village of Briarcliff Manor, a municipal Corporation of the State of New York; shall enable said municipalities the opportunity to provide a collective program of Therapeutic Recreation services for individuals with disabilities through participation in (North East Westchester Special Recreation Inc.)

Now, therefore, the parties hereto agree as follows:

FIRST: The parties shall jointly operate a therapeutic recreation program for individuals with disabilities residing or domiciled within the corporation limits of their respective municipalities irrespective of age or degree of the disabling condition.

SECOND: The program shall be funded through each municipality in accordance with a schedule of fees attached hereto and made part hereof establishing respective local shares which shall be in addition to any third party sources of funding. Additionally, the parties agree to help with fund raising events in support of North East Westchester Special Recreation Inc. Said local share shall be paid to North East Westchester Special Recreation in two installments; the first before the last day of February, and the second on the last day of July in any calendar year in which this agreement shall be operative.

THIRD: The substantive program policy shall be the joint responsibility of all the parties; but shall be carried out administratively by North East Westchester Special Recreation, Inc.; in the manner as any other programs for which said municipality would otherwise individually be responsible. Administrative services include, but are not limited to, accounting, payroll, legal, personnel, insurance, and risk management. In addition, the agency on behalf of the program, may apply and receive grants and other third party sources of revenue and may further enter into agreements on behalf of the program with other governmental agencies and non-profit organizations providing full or partial support of any program or activity to be provided hereunder.

FOURTH: The Board of Directors, consisting of the Recreation Department Chief Administrator from each of the parties, shall have policy making power for the program and which shall further have the power to adopt rules, regulations and procedures for the governing of the program affairs in a manner consistent herewith.

FIFTH: North East Westchester Special Recreation shall procure and maintain liability insurance at its own cost and expense relating to all activities sponsored by and performed by the program, which insurance shall protect the interest of the parties hereto as named insured. Members of the North East Board of Directors shall be indemnified should suit be brought against them. A copy of the insurance coverage is submitted herewith naming North East Westchester Special Recreation, Inc. as the insured party to the benefit of the individual municipality.

SIXTH: The chief fiscal officer of North East Westchester Special Recreation shall be the Treasurer.

SEVENTH: Programs shall be held throughout the participating municipalities, utilizing existing community facilities.

EIGHTH: North East Westchester Special Recreation shall provide services for residents of participating communities and will accommodate non-resident participants in accordance with agency guidelines currently enforced.

NINTH: This agreement shall be effective for the calendar year and upon further agreement of the parties, may be amended and/or extended from year to year thereafter.

TENTH: This Agreement may be executed by the separate signatures of the parties hereto on any number of counter part copies hereof, and each of said executed copies shall become effective when so executed by North East Westchester Special Recreation, Inc. and each particular municipality, and only after all of the municipalities to this Interagency Agreement have been signed, which would then bind all parties thereto.
Each counter part signed copy shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date appearing next to their signature below.

NORTH EAST WESTCHESTER
SPECIAL RECREATION INC.

1/1/15
Date

By: _____

Janet Riley
Name Printed

Title: Executive Director

Municipality/Town/Village of: _____

_____
Date

By: _____

_____
Name Printed Title

2015
MUNICIPAL MATCH CONTRIBUTIONS
(3-Year Average)

Per Capita **.4453372**
Per Participant **154.4**

	2015	2015	2015
TOTALS	Per Capita	Per Part	Total
Bedford	7,719.92	9,212.53	16,932.45
Briarcliff	3,503.47	3,757.07	7,260.53
Lewisboro	5,527.08	4,323.20	9,850.28
Mt. Kisco	4,843.93	10,190.40	15,034.33
Mt. Pleasant	11,993.38	8,852.27	20,845.64
New Castle	7,824.13	6,587.73	14,411.86
North Castle	5,273.24	1,441.07	6,714.31
Sleepy Hollow	4,395.48	1,698.40	6,093.88
North Salem	2,273.00	2,110.13	4,383.13
Pleasantville	3,125.82	4,117.33	7,243.16
Pound Ridge	2,273.00	4,529.07	6,802.07
Somers	9,100.02	10,396.27	19,496.29
	67,852.47	67,215.47	135,067.94

Note all figures are carried out 6 decimal places.

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 3-3-15

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 R&S WASTE SERVICES LLC
   Business Address 1 RADISSON PLAZA NEW ROCHELLE, NY 10801
   Business Telephone & Fax Numbers 914.378-0100, F 914.355-4270
   Home & Emergency Telephone Numbers [redacted]

2. VEHICLES

	Make	Model	Body Type	License Number
FL-50	MACK	FRONT LOAD	CLOSED	~~70131MG~~ 14599MG
FL-2	MACK	FRONT LOAD	CLOSED	22850 MG
G-50	AUTOCAR	REAR LOAD	OPEN	50702 MG
G-5	MACK	REAR LOAD	OPEN	29591 MD
107	MACK	FRONT LOAD	CLOSED	66971 MD

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)
2-8 YARD	1-DAY TO 3DAYS	

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>

RESIDENTAIL:

A. Curbside _____

B. Driveway less than 125 feet _____

C. Driveway more than 125 feet _____

4. METHOD OF BILLING

Monthly or by contract agreement

MONTHLY INVOICE

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

RT 35 + RT 124

6.LOCATION OF TRANSFER SITES WASTE MANAGEMENT 325 YONKERS AVE YONKERS

RESCO 1 CHARLES POINT PEEKSKILL

7.PLACE OF DISPOSITION OF REFUSE

WASTE MANAGEMENT

8.WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO._____

9. INSURANCE INFORMATION

Name of Agent	Insurance Company	Policy No.	Policy Period
LEVIT-FIRST SERVICES	UNITED SPECIALTY FUND	ECM2048-14	7/28/14 - 7/28/15
" " "	THE STATE INSURANCE FUND	G2195437-6	7/01/14 - 7/1/15

(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 EMPLOYEMENT COMPLEMENT, INCLUDING JOB CLASSIFICATIONS

RICHARD ZERBO, MARIO VETURA
JOHN HOFWEBER
AVILA VIDAL
JIMMY LARIOS

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

JOSEPH SPIEZIO III

12.NUMBER OF CUSTOMERS

50

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

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

R+S WASTE STORES SPARE VEHICLES TO BE USED INCASE OF EQUIPMENT FAILURE.
R+S WASTE SUPERVISORS CARRY C.D.L LICENSE TO DRIVE VEHICLES TO SERVICE OUR CUSTOMERS.
R+S WASTE CAN USE OTHER DISPOSAL SITE OF WASTE MANAGEMENT IF NEEDED.

Joseph F Spinola 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.

2-10-15 _____ _____ CEO

Date Applicant Title

(Corporate Seal)

Sworn to before me this 10th day of February, 2015.

_____

Notary Public

Michael J Kheder Esq.
Notary - Public State of NY
No. 02KH6069744
Qualified in Westchester County
My Commission Expires February 11, 2014

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: _____

Facility Name: R & S WASTE SERVICES LLC

WCDH Facility No.: 11-925

Permit Year: 2015

Location of Truck Depot: 1016 SAW MILL RIVER RD

Make & Year	Body Type	License Plate & State	Capacity	Decal #
MACK 2004	RL PACKER	23882PC NY RO-1	40 Cubic Yards	428
MACK 2012	DUMP	23887PC NY RO-3	40 Cubic Yards	429
MACK 2001	PACKER	56259MB NY	31 Cubic Yards	430
GMC 2006	PACKER 119	56264MB NY G-7	10 Cubic Yards	431
MACK 2001	PACKER	56262MB NY	25 Cubic Yards	432
INTERNATIONAL 1998	ROTATOR	56261MB NY	10 Cubic Yards	434
MACK 2011	PACKER	26816PC NY FL-1	31 Cubic Yards	435
MACK 2011	PACKER	26817PC NY FL-2	31 Cubic Yards	436
Mack 2012	RL Packer	23886PC NY	40 Cubic Yards	437
MACK 2007	PACKER	26819PC NY	31 Cubic Yards	438
MACK 2012	DUMP	23885PC NY RO-2	40 Cubic Yards	439
MACK 2012	RL PACKER	28512MB NY	31 Cubic Yards	440
MACK 2012	DUMP	23888PC NY RO-4	40 Cubic Yards	441
MACK 2012	dump	23884PC NY G-1	31 Cubic Yards	442
MACK 2001	Mack Dump Truck	56338MB NY	31 Cubic Yards	443
MACK 2008	PACKER	23883PC NY FL-3	31 Cubic Yards	444 OFF ROAD 10-17-14
HINO 2001	DUMP PACKER	87766MC NY	20 Cubic Yards	445
MACK 2003	PACKER	66854MD NY 106	34 Cubic Yards	446
MACK 2001	DUMP	66853MD NY 104	25 Cubic Yards	447
MACK 2001	FRONT LOAD PACKER	66971MD NY 107	31 Cubic Yards	448
MACK 2000	REAR LOAD PACKER	29591MD NY 102	20 Cubic Yards	449
INTERNATIONAL 2002	PACKER	28284PC NY	54000 Cubic Yards	450 OFF ROAD 10-17-14
FORD 2006	DUMP	36535PC NY	25 Cubic Yards	451
MACK 2009	DUMP	73094ME NY	7000 Cubic Yards	433

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 March 3rd 2015

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 County Waste Management
   Business Address PO Box 548 Harrison NY 10528
   Business Telephone & Fax Numbers 914. 241. 2200
   Home & Emergency Telephone Numbers _____

2. VEHICLES

	Make	Model	Body Type	License Number
F-5	Freight	Dump	3ALACXDT7EDFV3937	73731MD
F-6	Freight	Dump	1FVACXDT8BDBDC955	77300MC
F-7	Freight	Dump	1FVACXDT3FHGJ9492	7013MG

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)
N/A		

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>

RESIDENTAIL:

A. Curbside 40 - 45. - plus tax

B. Driveway less than 125 feet 45 - 56 plus tax

C. Driveway more than 125 feet 56 - and up plus tax

4. METHOD OF BILLING

Monthly or by contract agreement

Invoice & Recurring Credit card

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

All Areas

6.LOCATION OF TRANSFER SITES

Somers, Mt Kisco, Pound Ridge, Katonah, Bedford

7.PLACE OF DISPOSITION OF REFUSE

City County, Somers

8.WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO._____

9. INSURANCE INFORMATION

Name of Agent	Insurance Company	Policy No.	Policy Period
See Attached			

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

10.DETAILED DESCRIPTION OF APPLICANT'S EMPLOYEMENT COMPLEMENT, INCLUDING JOB CLASSIFICATIONS

[illegible]

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

Ralph Marcin President

12.NUMBER OF CUSTOMERS

750-800

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

RENEWAL

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

Spare Trucks
Additional Labor
Additional Dump Sites

COUNTY WASTE MANAGEMENT

P. O. BOX 548
Harrison NY 10528
Phone: (914) 241-2200
Fax: (718) 991-0134

February 12, 2015

Town of Lewisboro
11 Main Street
South Salem, N.Y. 10590
Attn: Janet L. Donohue

Dear Janet:

Attached is our employee list for County Waste Management 2015 year. I am sorry for the delay in getting this document to your office.

	County Waste Management Employee's Name	*Title*
1.	Ralph Zingaro	Manager/Sales Rep
2.	Jeremy David Turner	Residential Driver
3.	Michael Gentile	Residential Driver
4.	Tommy Harney	Residential Driver
5.	Edward Cataldo	Residential Driver

If you have any other questions or need additional information, please do not hesitate to call me during the hours of 9:00 am – 4:00 pm. Thank you for all of your patience and understanding.

Best Regards,

Christine Haertel
County Waste Management

Anthony Prostamo 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.

2/13/15 — Date

Applicant — Manager — Title

(Corporate Seal)

Sworn to before me this 13th day of February, 2015.

Notary Public

MAXIMO A. DUME
Notary Public, State of New York
Qualified in Bronx County
No. 01DU6237194
My Commission Expires 03/14/2015

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: _____

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 1536
COMMERCIAL 47

If applying for renewal, date the current license expires March 3, 2015

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 City Carting Inc.
   Business Address 8 Viaduct Rd. P.O. Box 17250 Stamford Ct. 06897
   Business Telephone & Fax Numbers 203-324-4090 (Fax) 203-359-8426
   Home & Emergency Telephone Numbers [redacted]

2. VEHICLES

Make	Model	Body Type	License Number
MACK	16 yard	Rear Load	55923A
INTER	16 yard	Rear Load	29751 ME
INTER	16 yard	Rear Load	29750 ME
MACK	25 yard	Front Load	29523 MD
MACK	25 yard	Front Load	66751 MD
UD	8 yard	Side Load	69935 AP
UD	8 yard	Side Load	26126 JR
MACK	RD 6905	Roll off	37582 JW
HINO	388	Roll-off	18347 PB

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)
1-10 yard	1-6 days a week on on-call	Based on Volume / weight of Material

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>

RESIDENTAIL:

A. Curbside $42.00/xx 1xweek + $52.00/xx 2xweek

B. Driveway less than 125 feet $53.00/xx 1xweek + $79.00/xx 2xweek

C. Driveway more than 125 feet Same as above

4. METHOD OF BILLING

Monthly or by contract agreement

Bi Monthly.

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

Entire Town

6.LOCATION OF TRANSFER SITES

Somers N.Y.

7.PLACE OF DISPOSITION OF REFUSE

Primary – Somers Sanitation Inc. 241 Route 100 Somers N.Y. 10589

Backup – Coty Carting Inc. – 18 Meadow St. Norwalk. Ct. 06854

8.WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. See Attached

9. INSURANCE INFORMATION

Name of Agent	Insurance Company	Policy No.	Policy Period
See attached			

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

10.DETAILED DESCRIPTION OF APPLICANT'S EMPLOYEMENT COMPLEMENT, INCLUDING JOB CLASSIFICATIONS

Drivers - Jim Kelly, Gary McCarthy, Darwin Perry, Chris Wiggins, Rob Dixon, Howard Schim William Loja, Ronald Leonard

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

Robert G. Oxer - President
Anthony Terenzio - Vice President

12.NUMBER OF CUSTOMERS

1536 Rest 47 Commercial

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

Renewal

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

1- Use of Backup Vehicles
2- Rented Vehicles
3- Sub Contractors
4- Backup men available to work

Robert G. Oxer 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.

2/20/14 — Date

Robert G. Oxer — Applicant

President — Title

(Corporate Seal)

Sworn to before me this 20 day of February, 2015.

Anna Truglia

Notary Public

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	$30	(2)
Commercial:	$100 for each truck over 10 cubic yards $50 for each truck under 10 cubic yards	$500	(5)

For office use:

Total fee paid: $530.00

Receipt No./Date: _____

ia, Somers, Mayfield & CRP RESI Accounts by Statement Type

CITY CARTING	1,536
REPORT TOTALS	1,536

Residential

a, Somers, Mayfield & CRP GAR Accounts by Statement Type

BRIA INVOICE OLD !	1
CITY CARTING	46
REPORT TOTALS	47

COMMERCIAL

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

TO: **Town of Lewisboro Town Board**

FROM: **Jerome Kerner, Planning Board Chairman** JK/dmf

SUBJECT: **Oakridge Gardens – Partial Release of Bond**

DATE: **February 18, 2015**

Please be advised that at the February 17, 2015 meeting of the Planning Board of the Town of Lewisboro, on a motion made by Mr. O'Donnell, seconded by Mr. LaSorsa, the resolution dated February 17, 2015 granting Partial Release of Performance Security to Smith Ridge Housing, LLC, 450 Oakridge Commons, South Salem, was adopted.

In favor: Mr. Goett, Mr. Kerner, Mr. LaSorsa, Mr. O'Donnell, Mr. Tetelman.

The adopted resolution is enclosed.

RESOLUTION
LEWISBORO PLANNING BOARD

PARTIAL RELEASE OF PERFORMANCE SECURITY -
SMITH RIDGE HOUSING, LLC
450 OAKRIDGE COMMONS, SOUTH SALEM, NY

Sheet 49L, Block 9830, Parcels 279-314
Sheet 49M, Block 9830, Parcels 315-324
Cal. #6-02 P.B.

February 17, 2015

WHEREAS, Smith Ridge Housing, LLC ("Smith Ridge") is the owner of certain property located on the northerly and westerly side of Oakridge Drive (a private access road within the Oakridge condominium complex located on the westerly side of Smith Ridge Road [NYS Route 123] in the Hamlet of Vista, Town of Lewisboro, Westchester County, New York), which is designated Sheet 49L, Block 9830, Parcels 279-314 and Sheet 49M, Block 9830, Parcels 315-324 on the Tax Map of the Town of Lewisboro; and

WHEREAS, by Resolution adopted on October 2, 2010, the Planning Board granted Wetland Activity Permit Approval, Stormwater Permit Approval and Site Development Plan Approval authorizing the construction of a multifamily housing development now known as Laurel Ridge Townhomes; and

WHEREAS, the Planning Board thereafter amended these approvals by Resolutions adopted on July 11, 2011, June 12, 2012, August 14, 2012, September 24, 2012, September 17, 2013, July 15, 2014 and November 18, 2014; and

WHEREAS, pursuant to the approvals, as amended, Smith Ridge is to construct certain water and sewer mains, laterals and the necessary valves, hydrant fittings and appurtenances to be conveyed to the Oakridge Water District and Oakridge Sewer District in accordance with plans approved by the Planning Board; and

WHEREAS, pursuant to Condition SP39 of the Resolution adopted by the Planning Board on September 24, 2012, amending these approvals, Smith Ridge was required to post a bond or letter of credit in the amount of $243,770 as performance security for the cost of the water and sewer improvements to be conveyed to the Oakridge Water District and Oakridge Sewer District; and

WHEREAS, pursuant to said Resolution, Smith Ridge executed an undertaking, entitled "Smith Ridge Housing LLC Security Agreement for Construction of Water and Sewer Improvements to be Conveyed to Oakdridge (*sic*) Water and Sewer Districts," on August 27, 2013; and

WHEREAS, upon the execution of this undertaking, Smith Ridge tendered the sum of $243,770 by check payable to the Town of Lewisboro drawn on the account of Laurel Ridge Development, Inc.; and

WHEREAS, in accordance with this undertaking, these cash proceeds tendered by Smith Ridge remain in the custody of the Town of Lewisboro; and

WHEREAS, pursuant to the terms of this undertaking, the Town of Lewisboro shall release the sum of $190,281 of this performance security upon the installation of water and sewer improvements for Phase I of the Laurel Ridge Townhome project; and

WHEREAS, by letter dated October 30, 2014, from Mr. Philip G. Pine of Laurel Ridge Development, Inc., Smith Ridge requested the release of $190,281 on account of the completion of these Phase I improvements; and

WHEREAS, upon receipt of this request, the Planning Board adopted a motion at its November 18, 2014 meeting to notify the Lewisboro Town Board of this application for partial release of the aforementioned performance security; and

WHEREAS, upon receipt of notification from the Planning Board, the Lewisboro Town Board, pursuant to Section 195-17(I) of the Lewisboro Town Code, authorized the Planning Board to conduct a public hearing so that it could entertain and act upon the requested partial release of performance security; and

WHEREAS, on February 17, 2015, the Planning Board conducted a duly noticed public hearing with regard to the request for partial release of this performance security; and

WHEREAS, said public hearing was opened and closed on February 17, 2015, at which time all interested parties were provided an opportunity to be heard; and

WHEREAS, the Planning Board has received confirmation from Kellard Sessions Consulting, P.C., the Town Engineering Consultant, that installation of the water and sewer main extensions associated with Phase I of the Laurel Ridge Townhome project have been satisfactorily completed, surveyed and tested and as-built certification for these improvements was submitted to the Westchester County Department of Health ("WCDOH") on September 25, 2014 for its review and acceptance; and

WHEREAS, WCDOH has issued a Completed Works Certificate dated January 23, 2015 permitting operation of improvements associated with Phase I of the Laurel Ridge Townhome project; and

WHEREAS, the Planning Board received comments from its counsel and consultants with regard to the request for partial release of the performance security and duly considered same.

NOW THEREFORE BE IT RESOLVED THAT, the Planning Board finds that the construction and installation of the sewer and water improvements associated with Phase I of the Laurel Ridge Townhome project have been completed to its satisfaction; and

BE IT FURTHER RESOLVED THAT, the Planning Board authorizes the release of $190,281 of the cash proceeds held by the Town of Lewisboro as performance security pursuant to the aforementioned undertaking; and

BE IT FURTHER RESOLVED THAT, in accordance with the aforementioned undertaking, the Planning Board's authorization to release this $190,281 is conditioned upon final and unconditional acceptance of the Phase I water and sewer improvements by the Oakridge Water District and Oakridge Sewer District, which shall be memorialized and confirmed to the satisfaction of the Town Attorney and Planning Board Attorney; and

BE IT FURTHER RESOLVED THAT, all terms and conditions of the aforementioned undertaking remain in full force and effect, notwithstanding the partial release authorized by the Planning Board ; and

BE IT FURTHER RESOLVED THAT, the Secretary of the Planning Board is directed to file this Resolution with the Town Clerk of the Town of Lewisboro.

ADOPTION OF RESOLUTION

WHEREUPON, the Resolution herein was declared adopted by the Planning Board of the Town of Lewisboro as follows:

The motion was moved by: Mr. O'Donnell

The motion was seconded by: Mr. LaSorsa

The vote was as follows:

JEROME KERNER	Aye
JOHN O'DONNELL	Aye
RON TETELMAN	Aye
ROBERT GOETT	Aye
GREG LASORSA	Aye

Jerome Kerner, Chairman February 17, 2015

STATE OF NEW YORK
COUNTY OF WESTCHESTER
TOWN OF LEWISBORO

I, Lisa M. Pisera, Secretary to the Planning Board 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 Planning Board of the Town Lewisboro, County Westchester at a meeting held on the 17th day of February, 2015 and that the same is a true and correct copy of said original and of the whole thereof.

Lisa M. Pisera
Planning Board Secretary

Dated at Cross River, New York
This 18th day of February, 2015

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

TO: **Town of Lewisboro Town Board**

FROM: **Jerome Kerner, Planning Board Chairman** JK

SUBJECT: **Estate Motors – Release of Deposit of Funds in Lieu of Bond**

DATE: **February 19, 2015**

Please be advised that at the February 17, 2015 meeting of the Planning Board of the Town of Lewisboro, on a motion made by Mr. O'Donnell, seconded by Mr. LaSorsa, the Planning Board recommended to the Town of Lewisboro Town Board the release of the Deposit of Funds in Lieu of Bond, made by Estate Motors concerning the Green Street right-of-way, in the amount of $29,375.00, due to abandonment of the project.

In favor: Mr. Goett, Mr. Kerner, Mr. LaSorsa, Mr. O'Donnell, Mr. Tetelman.

Please find enclosed: the request from Estate Motors; the document, "Deposit of Funds in Lieu of Bond"; copy of the Cashier's Check received from Estate Motors; and Town receipt.

Mercedes-Benz

RECEIVED
FEB 11 2015
BY: ...

Town of Lewisboro Planning Board Members
20 North Salem Road
PO Box 725
Cross River, NY 10518

Re: Refund of Bond Deposit

CC: Peter Parsons/Town Supervisor
Lewisboro Town Board

Dear Planning Board Members;

On October 11th, 2012 Charisma Holding (D/B/A Estate Motors Mercedes-Benz) entered into a License Agreement. This Licensing Agreement was intended for the Green Street right-of-way dated September 28th, 2012. In lieu of a bond, Charisma Holding made a deposit of funds in the amount of $29,375.00. Due to evolving MBUSA compliance requirements and other variables, it was decided not to move forward with expansion in this municipality. We formally request a release of funds. If requested by the Planning Board Members, we can make an Estate Motors Representative available for the next Planning Board meeting to discuss this matter further.

Sincerely,

Lew Visconti

Lew Visconti
Estate Motors Mercedes Benz
Chief Operational Manager

ESTATE MOTORS

Route 22, P.O. Box 711, Goldens Bridge, NY 10526 telephone (914) 232-8122 Telefax (914) 232-8720 www.estatemotors.com

DEPOSIT OF FUNDS IN LIEU OF BOND

Charisma Holding Corp. (d/b/a Estate Motors- Mercedes Benz) ("Charisma"), with its principal place of business located at 321 Route 22, P.O. Box 711, Goldens Bridge, New York has delivered to the Secretary of the Lewisboro Planning Board a bank check in the amount of Twenty-Nine Thousand Three Hundred Seventy Five Dollars ($29,375.00)(the "Deposit") made payable to the Town of Lewisboro (the "Town").

The Deposit is delivered to the Town as required by Condition Number 3 of the Resolution of the Town of Lewisboro Planning Board - Site Development Plan Approval, Estate-Motors Mercedes-Benz, 321 Main Street (Route 22), Sheet 4 and 4E, Block 11135, Lots 1, 2, 3, 4, 6, 7, and 8 (Cal. 8-09), dated October 11, 2011 (the "Resolution") to secure the cost of plantings within the Green Street right-of-way.

In accordance with the Resolution, the Deposit shall be held by the Town in escrow for a period of five (5) years from the date of the issuance of a Certificate of Occupancy for the improvements to the Estate Motors Mercedes-Benz automobile dealership covered by the Resolution, or until such time as the Deposit is replaced by Charisma with a bond, letter of credit or other surety acceptable to the Planning Board, and in form approved by the Planning Board Attorney.

In accordance with the License Agreement between Charisma and the Town for the Green Street right-of-way dated September 28, 2012 (the "License Agreement"), the Town may utilize the Deposit for reimbursement of expenses for actions taken in accordance with the License Agreement.

CHARISMA HOLDING CORP.

By: Chris Buonanno
Title: President

Sworn to before me this 5 day of October, 2012.

Notary Public

DEBORAH ANDUJAR
Notary Public, State of New York
No. 01AN6116127
Qualified in Dutchess County
Commission Expires September 20, 20 16

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