

**AGENDA
TOWN OF LEWISBORO
TOWN BOARD MEETING
TOWN HOUSE
JANUARY 25, 2016
7:30 P.M.**

I. PUBLIC COMMENT PERIOD

**II. PUBLIC HEARING Regarding an Amendment to Chapter 220, Section 220-2,
Middle Income Families**

III. COMMUNICATIONS

IV. CONSENT AGENDA

- 1. Approval of Minutes - January 4, 2016**
- 2. Monthly Reports**
 - i. Police Department – December 2015 and Year End**

V. NEW BUSINESS

- 1. Resolution Authorizing the Supervisor to Sign the 2016 North East
Westchester Special Recreation Interagency Agreement**
- 2. Set Public Hearing Regarding Visnor Rezoning Petition**
- 3. Set New Date For Public Hearing on Proposed Local Law to Amend Chapter
220-10A Entitled “Building Lots.”**
- 4. Discussion Regarding Vista Fire Department’s Use of Onatru Farm Park for
75th Anniversary Party**
- 5. Discussion of Supervisor’s Committee to Encourage Business in Lewisboro**

6. Discussion Regarding Installation of a Privacy Fence at Goldens Bridge Community Center
7. Discussion Regarding Correction of Septic Ordinance
8. Discussion Regarding Roadway Dedication and Approval of Bond Reduction for Falcon Ridge Subdivision
9. Resolution Authorizing Westchester County to Reserve \$72,850.00 of Federal QECB Subsidy for Lengyel House Energy Update

VI. APPROVAL OF CLAIMS

VII. POLLING OF BOARD

VIII. ANNOUNCEMENTS

Town Board Meeting on Monday, February 8, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.

IX. 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.

The Organizational meeting and regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on January 4, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem, New York.

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

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

Supervisor Parsons called the Organizational Meeting of 2016 to order at 7:33 p.m.

PLEDGE OF ALLEGIANCE

The Supervisor led the Pledge of Allegiance to the flag.

ADVISORY COMMITTEE FOR THE DISABLED – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Peter Beardsley be and hereby is reappointed Chairperson of the Advisory Committee for the Disabled for a one-year term ending December 31, 2016.

ADVISORY COMMITTEE FOR THE DISABLED – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Deirdre Casper hereby is reappointed as member of the Advisory Committee for the Disabled for a term ending December 31, 2018.

ADVISORY COMMITTEE FOR THE DISABLED – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Peg Jett hereby is reappointed as member of the Advisory Committee for the Disabled for a term ending December 31, 2018.

ADVISORY COMMITTEE FOR THE DISABLED – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Lorey H. Leddy hereby is reappointed as member of the Advisory Committee for the Disabled for a term ending December 31, 2018.

ANTENNA ADVISORY BOARD – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Tibor “Ted” Sohonyay be and hereby is reappointed as Chairperson of the Antenna Advisory Board for a term expiring December 31, 2016.

ANTENNA ADVISORY BOARD – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Neil Berman be and hereby is reappointed as a Member of the Antenna Advisory Board for a five-year term expiring December 31, 2020.

ARCHITECTURE AND COMMUNITY APPEARANCE REVIEW COUNCIL – Appointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Virginia LoBosco be and hereby is appointed as Chairperson of the Architecture & Community Appearance Review Council (ACARC) for a one-year term expiring December 31, 2016.

ARCHITECTURE AND COMMUNITY APPEARANCE REVIEW COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Kenneth McGahren hereby is reappointed as a member of the Architecture & Community Appearance Review Council (ACARC) for a three-year term expiring December 31, 2018.

BOARD OF ASSESSMENT REVIEW – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Lawrence A. Mandelker is hereby reappointed as Chairperson of the Board of Assessment Review for a one-year term expiring December 31, 2016.

BOARD OF ASSESSMENT REVIEW – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Richard D. Ferrarone is hereby reappointed as a Member of the Board of Assessment Review for a five-year term expiring September 30th, 2020.

CABLE TELEVISION ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Dean Travalino hereby is reappointed to the Cable Television Advisory Committee for a one-year term ending December 31, 2016.

CABLE TELEVISION ADVISORY COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Dean Travalino be and hereby is reappointed as Chairperson of the Cable Television Advisory Committee for a one-year term ending December 31, 2016.

CABLE TELEVISION ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Jim Moreo hereby is reappointed to the Cable Television Advisory Committee for a one-year term ending December 31, 2016.

CABLE TELEVISION ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Steve Shapiro hereby is reappointed to the Cable Television Advisory Committee for a one-year term ending December 31, 2016.

CABLE TELEVISION ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Raymond Moore hereby is reappointed to the Cable Television Advisory Committee for a one-year term ending December 31, 2016.

CABLE TELEVISION ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Glenn DeFaber hereby is reappointed to the Cable Television Advisory Committee for a one-year term ending December 31, 2016.

CONSERVATION ADVISORY COUNCIL – Appointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Janet Andersen is appointed as Chairperson of the Conservation Advisory Council for terms expiring December 31, 2016.

CONSERVATION ADVISORY COUNCIL – Appointment of Member

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

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

RESOLUTION

RESOLVED, that Robert Karpel hereby is appointed to the Conservation Advisory Council for a two year term expiring December 31, 2017.

CONSERVATION ADVISORY COUNCIL – Appointment of Member

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

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

RESOLUTION

RESOLVED, that Betsy Barnett hereby is appointed to the Conservation Advisory Council for a two year term expiring December 31, 2017.

CONSERVATION ADVISORY COUNCIL – Appointment of Member

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

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

RESOLUTION

RESOLVED, that Phil DeNoia hereby is appointed to the Conservation Advisory Council for a two year term expiring December 31, 2017.

CONSERVATION ADVISORY COUNCIL – Appointment of Member

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

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

RESOLUTION

RESOLVED, that Joe Tansey hereby is appointed to the Conservation Advisory Council for a two year term expiring December 31, 2017.

EMERGENCY MANAGEMENT COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Adam Ochs hereby is reappointed as a Member of the Emergency Management Committee for a two-year term expiring December 31, 2017.

EMERGENCY MANAGEMENT COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Adam Ochs hereby is reappointed as Chairperson of the Emergency Management Committee for a term expiring December 31, 2016.

EMERGENCY MANAGEMENT COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Michael Lynch hereby is reappointed as a Member of the Emergency Management Committee for a two-year term expiring December 31, 2017.

EMERGENCY MANAGEMENT COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Christopher Rust hereby is reappointed as a Member of the Emergency Management Committee for a two-year term expiring December 31, 2017.

HOUSING – Appointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Linda Rae hereby is appointed as Housing Committee Chairperson for a term expiring December 31, 2016.

HOUSING COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Linda Press Wolfe is reappointed to the Housing Committee for a term ending December 31, 2017.

HOUSING COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Nicholas Daniello is reappointed to the Housing Committee for a term ending December 31, 2017.

HOUSING COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Ralph DeLucia is reappointed to the Housing Committee for a term ending December 31, 2017.

HOUSING COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Tony Goncalves is reappointed to the Housing Committee for a term ending December 31, 2017.

LAKES MANAGEMENT COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that David Sachs hereby is reappointed as Chairperson of the Lakes Management Committee for a term expiring December 31, 2016.

LANDMARKS ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that W. Theodore Strauss hereby is reappointed as Member of the Landmarks Advisory Committee for a term expiring December 31, 2017.

LANDMARKS ADVISORY COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that W. Theodore Strauss hereby is reappointed as Chairperson of the Landmarks Advisory Committee for a term expiring December 31, 2016.

LANDMARKS ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Janice Strauss hereby is reappointed as Member of the Landmarks Advisory Committee for a term expiring December 31, 2017.

LANDMARKS ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Maureen L. Koehl hereby is reappointed as Member of the Landmarks Advisory Committee for a term expiring December 31, 2017.

LANDMARKS ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Albert Koehl hereby is reappointed as Member of the Landmarks Advisory Committee for a term expiring December 31, 2017.

OPEN SPACE AND PRESERVES ADVISORY COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Greg Monteleone hereby is reappointed Chairperson of the Open Space and Preserves Advisory Committee for a term expiring December 31, 2016.

OPEN SPACE AND PRESERVES ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Rose Bonano is hereby reappointed a member of the Open Space and Preserves Advisory Committee for a term expiring December 31, 2017.

OPEN SPACE AND PRESERVES ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Stan Weil is hereby reappointed a member of the Open Space and Preserves Advisory Committee for a term expiring December 31, 2017.

OPEN SPACE AND PRESERVES ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Steven Morowitz is hereby reappointed a member of the Open Space and Preserves Advisory Committee for a term expiring December 31, 2017.

OPEN SPACE AND PRESERVES ADVISORY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Susan Henry is hereby reappointed a member of the Open Space and Preserves Advisory Committee for a term expiring December 31, 2017.

OPEN SPACE AND PRESERVES ADVISORY COMMITTEE – Reappointment of Associate Member

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

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

RESOLUTION

RESOLVED, that George Scott is hereby reappointed a member of the Open Space and Preserves Advisory Committee for a term expiring December 31, 2017.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Ian Harris hereby is reappointed a member of the Parks and Recreation Advisory Council for a term expiring December 31, 2017.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Ian Harris hereby is reappointed Chairperson of the Parks and Recreation Advisory Council for a term expiring December 31, 2016.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Meg Kaplan hereby is reappointed a member of the Parks and Recreation Advisory Council for a term expiring December 31, 2017.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Neal Blum hereby is reappointed a member of the Parks and Recreation Advisory Council for a term expiring December 31, 2017.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Joan Krellenstein hereby is reappointed a member of the Parks and Recreation Advisory Council for a term expiring December 31, 2017.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Sara Matschke hereby is reappointed a member of the Parks and Recreation Advisory Council for a term expiring December 31, 2017.

PARKS AND RECREATION ADVISORY COUNCIL – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Pietro Cipriano hereby is reappointed a member of the Parks and Recreation Advisory Council for a term expiring December 31, 2017.

PLANNING BOARD – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Jerome Kerner hereby is reappointed Chairperson of the Planning Board for a term expiring December 31, 2016.

STORMWATER MANAGEMENT COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Paul Lewis hereby is reappointed Chairperson of the Stormwater Management Committee for a term expiring December 31, 2016.

STORMWATER MANAGEMENT COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Ron Tetelman hereby is reappointed member of the Stormwater Management Committee for a two-year term expiring December 31, 2017.

STORMWATER MANAGEMENT COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Evelyn Kahlow hereby is reappointed member of the Stormwater Management Committee for a two-year term expiring December 31, 2017.

STORMWATER MANAGEMENT COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Sam Wear hereby is reappointed member of the Stormwater Management Committee for a two-year term expiring December 31, 2017.

SUSTAINABILITY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Robert Karpel hereby is reappointed as member of the Sustainability Committee for a two-year term ending December 31, 2017.

SUSTAINABILITY COMMITTEE – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Robert Karpel hereby is appointed Chairperson of the Sustainability Committee for a term ending December 31, 2016.

SUSTAINABILITY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Charles Duffy hereby is reappointed as member of the Sustainability Committee for a two-year term ending December 31, 2017.

SUSTAINABILITY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Chris Zoller hereby is reappointed as member of the Sustainability Committee for a two-year term ending December 31, 2017.

SUSTAINABILITY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Elizabeth Meyer-Gross hereby is reappointed as member of the Sustainability Committee for a two-year term ending December 31, 2017.

SUSTAINABILITY COMMITTEE – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Lisa Silver hereby is reappointed as member of the Sustainability Committee for a two-year term ending December 31, 2017.

ZONING BOARD OF APPEALS – Reappointment of Chairperson

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

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

RESOLUTION

RESOLVED, that Robin Price, Jr. hereby is hereby reappointed as Chairperson of the Zoning Board of Appeals for a term expiring December 31, 2016.

ZONING BOARD OF APPEALS – Reappointment of Member

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

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

RESOLUTION

RESOLVED, that Todd Rendo hereby is hereby reappointed as Member of the Zoning Board of Appeals for a five-year term expiring December 31, 2020.

ELECTIONS OFFICER – Reappointment of Janet L. Donohue

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

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

RESOLUTION

RESOLVED, that Janet L. Donohue hereby is reappointed as Elections Officer for a one-year term expiring December 31, 2016.

REGISTRAR OF VITAL STATISTICS – Reappointment of Janet L. Donohue

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

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

RESOLUTION

RESOLVED, that Janet L. Donohue hereby is reappointed as Registrar of Vital Statistics for a one-year term, expiring December 31, 2016.

MARRIAGE OFFICER – Appointment of Janet Donohue

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

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

RESOLUTION

RESOLVED, that Janet Donohue hereby is appointed as Marriage Officer for the Town of Lewisboro for a term ending December 31, 2019.

BUILDING INSPECTOR – Reappointment of Deputy

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

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

RESOLUTION

RESOLVED, that Paul Bauer hereby is reappointed as Deputy Building Inspector for a one-year term, expiring December 31, 2016.

COMPTROLLER – Reappointment of Leo Masterson

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

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

RESOLUTION

RESOLVED, that Leo Masterson hereby is reappointed as Comptroller for a two year term expiring December 31, 2017.

DOG CONTROL OFFICER – Reappointment of Christine McKenna

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

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

RESOLUTION

RESOLVED, that Christine McKenna hereby is reappointed as Dog Control Officer for a term expiring December 31, 2016.

WILD OAKS ADMINISTRATOR – Reappointment of Leo Masterson

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

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

RESOLUTION

RESOLVED, that Leo Masterson hereby is reappointed as Wild Oaks Administrator for a term expiring December 31, 2016.

OAKRIDGE SEWER AND WATER ADMINISTRATOR - Reappointment of Joel Smith

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

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

RESOLUTION

RESOLVED, that Joel Smith hereby is reappointed as Oakridge Sewer and Water Administrator for a term expiring December 31, 2016.

OAKRIDGE WATER BILLING ADMINISTRATOR – Reappointment of Deirdre Casper

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

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

RESOLUTION

RESOLVED, that Deirdre Casper hereby is reappointed as Oakridge Water Billing Administrator for a term expiring December 31, 2016.

TOWN ATTORNEY – Reappointment of Town Attorneys

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

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

RESOLUTION

RESOLVED, Herodes & Molé, P.C., Mahopac, New York hereby are reappointed as Attorneys for the Town of Lewisboro “in accordance with the existing contract.”

ATTORNEY – Appointment of Special Counsel for Planning Board

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

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

RESOLUTION

RESOLVED, that Judson Seibert of Keane & Beane, P.C., White Plains, New York hereby is appointed as special counsel for the Planning Board, subject to a renegotiated contract, for a one-year term expiring December 31, 2016.

TOWN ENGINEERS – Reappointment of Town Engineers

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

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

RESOLUTION

RESOLVED, that Kellard Sessions Consulting, P.C., Armonk, New York, hereby is reappointed as Town Engineers for the Town of Lewisboro, subject to a renegotiated contract, for a one-year term expiring December 31, 2016.

TOWN PLANNER AND WETLANDS INSPECTOR – Reappointment of Town Planner & Wetlands Inspector

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

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

RESOLUTION

RESOLVED, that Kellard Sessions Consulting, P.C., Armonk, New York, hereby is reappointed as Town Planner and Wetlands Inspector for the Town of Lewisboro, subject to a negotiated contract, for a one-year term expiring December 31, 2016.

TOWN PROSECUTOR - Reappointment of Greg Monteleone

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

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

RESOLUTION

RESOLVED, that Greg Monteleone of Goldens Bridge, New York hereby is appointed as Town Prosecutor at an hourly rate not to exceed \$175 an hour for the year ending December 31, 2016.

TOWN AUDITOR – Reappointment of Town Auditor

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

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

RESOLUTION

RESOLVED, that O’Connor Davies Munns & Dobbins, LLP hereby are appointed Town auditors for the year ending December 31, 2016.

MEMBERSHIPS – Authority to Join Organizations and Pay Dues

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

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

RESOLUTION

RESOLVED, that memberships in the following professional organizations for 2016 are approved, and the required 2016 dues be paid, in the amounts estimated below:

Association of Towns of NYS \$1,500
New York Planning Federation - \$200
Sustainable Westchester - \$1,200
Westchester Municipal Officials Association - \$750
Westchester Putnam Association of Town Supervisors - \$180
Westchester Municipal Planning Federation - \$75

ASSOCIATION OF TOWNS – Re-appointment of Delegate and Alternate

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

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

RESOLUTION

RESOLVED, that Peter Parsons hereby is re-appointed as the 2016 delegate and Daniel Welsh as the 2016 alternate delegate to represent the Town of Lewisboro at the annual meeting of the Association of Towns of New York State.

FIRE INSPECTORS – Reappointment

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

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

RESOLUTION

RESOLVED, that Peter Barrett hereby is reappointed as Fire Inspector for a one-year term, expiring December 31, 2016, and be it further

RESOLVED, that Paul Bauer hereby is reappointed Fire Inspector for a one-year term, expiring December 31, 2016.

SUPERVISOR – Reappointment of Confidential Secretary/Benefits Administrator

Mr. Parsons noted his reappointment of Mary Hafter as his Confidential Secretary/Benefits Administrator for a term expiring December 31, 2016.

SUPERVISOR - Reappointment of Deputy

Mr. Parsons noted his reappointment of Councilman Peter DeLucia as Deputy Supervisor for a term expiring December 31, 2016.

TOWN CLERK – Reappointment of Deputy Town Clerk, Deputy Elections Officer, Deputy Registrar

Supervisor Parsons noted the Town Clerk’s reappointment of Jennifer Caviola as her Deputy Town Clerk, Deputy Elections Officer and Deputy Registrar of Vital Statistics for a term expiring December 31, 2016.

RECEIVER OF TAXES – Reappointment of Deputy

Supervisor Parsons noted the Receiver of Taxes’ reappointment of Diane Crocker as her Deputy for a term expiring December 31, 2016.

HIGHWAY SUPERINTENDENT – Reappointment of Deputy

Supervisor Parsons noted the Highway Superintendent’s reappointment of Joseph Posadas as his Deputy for a term expiring December 31, 2016.

TOWN HISTORIAN – Reappointment

Supervisor Parsons announced that he had reappointed Maureen Koehl as Town Historian for a term expiring December 31, 2016.

CEMETERY COMMISSIONER – Reappointment of Stephen T. Johnson

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

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

RESOLUTION

RESOLVED, that Stephen T. Johnson hereby is reappointed Cemetery Commissioner at an annual stipend of \$4,000 for a term expiring December 31, 2016.

PARKS AND RECREATION - Set Seasonal Salary Ranges

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

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

RESOLUTION

RESOLVED, that the 2016 part-time seasonal staff salary ranges as proposed by the Superintendent of Parks and Recreation in a memo dated January 4, 2016 hereby is approved.

MILEAGE – Rate Set

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

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

RESOLUTION

RESOLVED, that Town employees and elected officials shall be reimbursed for use of a personal vehicle for Town business, when a Town-owned vehicle is not available for use, at the per-mile rate set by the IRS.

KENNEL - Authorize Agreement

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

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

RESOLUTION

RESOLVED, that the Supervisor is hereby authorized to sign a one-year agreement, for a term expiring December 31, 2016, between the Town and the South Salem Animal Hospital that provides for holding and sheltering dogs, in accordance with the provisions of the New York State Agriculture and Market Law, and in accordance with the provisions of Chapter 105 of the Code of the Town of Lewisboro, at a cost of \$37.00 per twenty-four hours or part thereof, and \$32.00 if dog belongs to the Town of Lewisboro and it waiting to be adopted out, said approval subject to counsel’s review of the agreement.

LIBRARY – Authorize Annual Agreement

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

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

RESOLUTION

RESOLVED, that the Supervisor be and hereby is authorized to sign the 2016 agreement with the Lewisboro Library.

NEWSPAPER – Designation of Official Newspaper

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

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

RESOLUTION

RESOLVED, that the Town Board does hereby designate the Lewisboro Ledger as the official newspaper for the Town of Lewisboro for a term expiring December 31, 2016.

FINANCE – Designation of Banks

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

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

RESOLUTION

RESOLVED, that Bank of America, J. P. Morgan Chase, Wells Fargo, Signature Bank, TD Bank and Putnam County Savings Bank are hereby approved as the depositories for Town funds during the year 2016.

FINANCE – Approve Bank Depository Agreements

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

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

RESOLUTION

RESOLVED, that the Supervisor hereby is authorized to sign bank depository agreements.

FINANCE – Transfer Authorization

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

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

RESOLUTION

RESOLVED, the Town Supervisor and the Town Comptroller are hereby authorized to make transfers of funds not to exceed \$10,000 a month, among the appropriation lines of the 2016 Town Budget.

HIGHWAY DEPARTMENT – Agreement to Purchase Tools

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

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

RESOLUTION

RESOLVED, that pursuant to Section 142 of the Highway Law, the Superintendent of Highways of the Town of Lewisboro is hereby authorized to purchase equipment, tools and other implements to be used for highway maintenance, construction or reconstruction during 2016, subject to the limitations of budgetary appropriations and public bidding requirements.

HIGHWAY DEPARTMENT – Agreement to Spend Funds

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

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

RESOLUTION

RESOLVED, that pursuant to the provisions of Section 284 of the Highway Law, the Agreement to Spend Town Highway funds budgeted for the year 2015, as presented to the Town Board by the Superintendent of Highways, is hereby approved.

HIGHWAY DEPARTMENT – Highway Estimate and Budget

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

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

RESOLUTION

RESOLVED, that the Annual Highway Estimate and Budget for 2016, as presented by the Superintendent of Highways, hereby is approved.

MEETINGS – Dates Set

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

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

RESOLUTION

RESOLVED, that Town Board meetings shall normally take place on the second and fourth Mondays of the month. Such meetings will normally be held at the Town House at 7:30 p.m. Additional meetings will be held as the Board deems necessary.

LIAISONS – Discussion re: the Supervisor’s 2016 Liaisons List

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 as follows:

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

RESOLUTION

RESOLVED, that the Town Board does approve the 2016 Town Board Liaison List below.

TOWN OF LEWISOBORO 2016 TOWN BOARD LIAISON LIST

Advisory Committee for the Disabled	John Pappalardo
Architecture & Community Appearance Review Council	Peter DeLucia
Antenna Advisory Board	Peter DeLucia
Assessor's Office	Peter Parsons
Building Department	Peter DeLucia
Cable Television Committee	Frank Kelly
Conservation Advisory Council CAC	Dan Welsh
Court Clerk's Office	John Pappalardo
East of Hudson Watershed Corporation	Peter Parsons
Emergency Management Committee	Frank Kelly
Finance Department	Peter Parsons
Grants	Dan Welsh
Highway Department	Frank Kelly
Housing Committee	John Pappalardo
Katonah-Lewisboro School Board	Peter Parsons
Labor Negotiations	John Pappalardo
Lakes Committee	Dan Welsh
Landmarks Advisory Committee	John Pappalardo
Library	Peter Parsons
Maintenance Department	Frank Kelly
Oakridge & Wild Oaks Water/Sewer District	Peter DeLucia
Open Space Advisory Committee OSAC	Dan Welsh
Parks & Recreation. Advisory Council	Peter DeLucia
Parks & Recreation Department	Peter DeLucia
Planning Board	Peter DeLucia
Police Department	Peter DeLucia
Recycling Department (Sustainability Committee)	Dan Welsh
Stormwater Management Committee	Dan Welsh
Tax Receiver's Office	Peter Parsons
Town Clerk's Office	Peter Parsons
Zoning Board of Appeals	Peter DeLucia

REGULAR TOWN BOARD MEETING:

PROCLAMATION – Senior Independent Experience at Leon Levy

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 as follows:

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

RESOLUTION

WHEREAS, MADALENA LEWIS, ROSE McMICHAEL, SYDNEY SCHAUS and DANIEL SCHWARTZ used their Senior Independent Experience at John Jay High School to work closely with The Lewisboro Land Trust to plant a native plant garden at the Leon Levy Preserve, and

WHEREAS, their assistance in clearing the parcel, planting the garden and building a pathway through that garden created a beautiful addition to the beauty of the Preserve, and

WHEREAS, each of the four also worked with other volunteers from Lewisboro and the New York-New Jersey Trail Conference to remove invasive plants and to provide trail maintenance in several Westchester Preserves, and

WHEREAS, these four individuals have provided an excellent example of John Jay High School’s Senior Independent Experience Program, and

WHEREAS, these contributions are deserving of public notice, now

THEREFORE BE IT RESOLVED, that the Town Board of the Town of Lewisboro, in recognition of the excellent service of these four students, does hereby offer the thanks of its populace to MADALENA LEWIS, ROSE McMICHAEL, SYDNEY SCHAUS and DANIEL SCHWARTZ, and

BE IT FURTHER RESOLVED, that a copy of this resolution be spread upon the minutes of this January 4, 2016 Town Board meeting for future generations to see and that a copy of this resolution be presented to each of MADALENA LEWIS, ROSE McMICHAEL, SYDNEY SCHAUS and DANIEL SCHWARTZ.

CONSENT AGENDA

On motion by Mr. Parsons, seconded by Mr. Welsh, the Board voted 5-0 to approve meeting minutes and to receive and file departmental reports.

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

MINUTES - Approved

On the above motion and second, the minutes of the December 7, 2015 and December 14, 2015, Town Board meetings were approved.

REPORT – Monthly Report

On the above motion and second the December report from the Building Department was received and filed along with the Building Summary Report of 2015.

CLAIMS – Authorized for Payment

On motion by Mr. DeLucia, seconded by Mr. Kelly, the Board voted 5-0 to authorize payment of the Town's bills in the amount of \$129,412.40.

POLLING OF BOARD AND ANNOUNCEMENTS

LEWISBORO FIRST DAY - Successful

Supervisor Parsons thanked everyone who was involved with the Second Annual Lewisboro First Day, including the Westchester Land Trust, the Wolf Conservation Center, the Parks and Recreation Department, the Lions Club, etc. It was another successful event.

VOLUNTEERS – Thanked

Mr. Pappalardo thanked the numerous volunteers that take part in the many committees in our community. Our town is better because of them.

GOLDENS BRIDGE COMMUNITY CENTER – Katonah Art Center

Mr. Welsh stated that the Katonah Art Center's grand opening will take place on Saturday, January 9, 2016 at 1 p.m. at their new home which is located at the Goldens Bridge Community Center.

SUSTAINABILITY – Movie Series

Mr. Welsh announced that there was going to be a sustainable movie series starting Friday, January 22, 2016 at 7 p.m. at the Lewisboro Library. The first movie is titled, "Within Reach: Journey to Find Sustainable Community". All who are interested are invited to attend.

ALGONQUINE PIPELINE – Gas line

Mr. Welsh wanted to remind everyone that a momentous project is going on along the river which is the construction of the Algonquine pipeline. He feels that it is an "insane" project since they are installing a 42" pipe close to neighborhoods and Indian Point. Mr. Welsh invited people to educate themselves and google "Stop the Algonquin Pipeline Expansion SAPE2016".

Mr. DeLucia feels that Mr. Welsh is editorializing. Mr. DeLucia states that there is a lot of other information out there. The Health Department had a presentation and Mr. DeLucia is involved with Indian Point on the response team. They are replacing pipeline that is much more dangerous

than what they are putting in. The pipeline is there already and being upgraded. Indian Point is following along with what is going on. Mr. DeLucia invited Mr. Welsh to take a tour of Indian Point. There are different schools of thought.

COMPLETE STREETS – Workshop

Mr. Walsh announced a “Complete Street” workshop that will be held on January 13, 2016 at 10:00 a.m. in Bedford where all of the neighboring towns are invited.

CONGRATULATIONS – Fellow Board Members

Mr. DeLucia congratulated his fellow board members Dan Welsh, John Pappalardo and Peter Parsons on their re-elections.

TRAVEL AND TOURISM COMMITTEE – Creation

Mr. DeLucia stated that he brought this up before but he would like to see a Travel and Tourism Committee formed. He would like to get people involved. Mr. DeLucia feels that since our Chamber of Commerce is not very active at this point, he feels it is a good time to create this committee. Mr. Welsh suggested calling an open meeting and brainstorm some ideas.

Mr. DeLucia would also like to see nicer signs around town which he feels would promote our town. Mr. Parsons endorsed this idea as well.

ROADS – Bicycling

Mr. Parsons has asked the Chief of Police, Frank Secret, to take a hard look at what we can do with bicycling in our towns. He is not trying to prohibit them, however, he does not want to see serious accidents on our roads. Something has to be done. A series of roads in town are utilized by many bicyclists. Mr. Welsh suggested that a letter be drafted and sent to the Westchester Cycling Club.

There are regulations, however, sometimes they are ignored.

Mr. DeLucia also stated he feels that the condition of the shoulders of roads are not great and that leads the cyclists into the road itself. The DOT has not been very cooperative with the state roads.

Mr. Pappalardo stated that as far as what the town can control, if the width on town roads is conducive, maybe the Highway Superintendent can paint a line for walking/bicycling.

The Board will continue to discuss this at upcoming meetings.

ASSOCIATION OF TOWNS – Training School & Annual Meeting

The date, time and place of the annual meeting of the Association of Towns were announced.

MEETINGS – Dates Set

Upcoming meetings of the Board include a regular meeting on January 25, 2016 at 7:30 p.m. at the Lewisboro Town House.

EXECUTIVE SESSION – To Discuss Appointments and Contractual Issues

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 to go into executive session at 8:39 p.m. to discuss appointments and contractual issues.

On motion by Mr. Parsons, seconded by Mr. Pappalardo, the Board voted 5-0 to come out of executive session at 9:55 p.m.

ARCHITECTURE AND COMMUNITY APPEARANCE REVIEW COUNCIL – Appointment of Members

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

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

RESOLUTION

RESOLVED, that Rose Bonanno, Alan Kaufman and Craig Pillon hereby are reappointed as members of the Architecture & Community Appearance Review Council (ACARC) for three-year terms expiring December 31, 2018.

PLANNING BOARD – Appointment of Member

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

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

RESOLUTION

RESOLVED, that Tony Palmesi hereby is appointed Member of the Planning Board for a five-year term expiring December 31, 2020.

ADJOURNMENT

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to adjourn at 10:01 p.m.

Janet L. Donohue
Town Clerk

PATROL ACTIVITY

INCIDENTS REPORTED

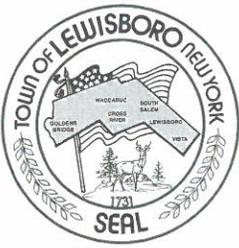
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
Auto Accidents	16	18	15	11	12	16	18	17	8	16	10	12	169
Aided Cases	23	28	23	22	11	21	25	34	29	21	19	29	285
Alarms	43	26	32	31	37	36	51	50	44	41	35	28	454
Animal	12	1	8	12	13	14	18	10	6	7	5	1	107
Assist Other Depts.	8	5	8	7	10	9	6	6	7	10	10	9	95
Burglary	1	0	0	0	0	0	0	0	0	0	0	0	1
Civil Complaints	1	2	2	0	3	3	1	1	2	1	1	0	17
Criminal Activity	0	1	3	4	2	0	2	2	0	1	0	0	15
Domestic Incidents	2	2	3	2	4	1	1	1	2	0	3	2	23
Drug Related Activity	8	1	2	2	2	2	0	5	3	2	2	1	30
Fingerprints	6	3	4	1	4	1	1	1	3	2	0	1	27
Fire	5	3	0	3	3	2	2	2	4	10	3	7	44
Harassment	2	0	0	2	2	1	2	5	1	0	2	2	19
Larceny	3	1	2	2	3	3	4	3	0	3	4	1	29
Miscellaneous	15	12	17	21	35	24	26	26	16	14	11	18	235
Mischief/Vandalism	2	0	1	4	3	0	0	3	1	1	1	7	23
Property Lost/Found	2	2	8	2	8	3	3	4	4	2	1	0	39
Summons/papers served	2	0	0	0	1	1	5	5	2	5	4	1	26
Suspicious Activity	2	0	3	0	1	4	3	1	1	4	1	1	21
Trespass	3	3	3	4	4	8	6	5	8	12	8	7	71
Utilities	0	0	0	1	0	0	3	1	2	1	1	1	10
Vehicles	23	29	24	22	13	0	0	0	0	0	0	0	111
TOTAL INCIDENTS	179	137	158	153	171	149	177	182	143	153	121	128	1851

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

D.W.I. ARRESTS	0	0	0	1	0	0	0	0	0	2	0	2	5
PARKING SUMMONS	22	8	47	2	20	25	67	63	33	19	28	17	351
APPEARANCE TICKETS	14	2	1	4	4	4	0	10	4	8	3	2	56

VEHICLE AND TRAFFIC

Speeding	27	23	16	33	15	7	21	37	14	33	22	23	271
Agg. Unlic	3	4	0	2	1	3	2	5	2	3	3	2	30
Stop Sign	4	5	2	11	15	7	11	8	0	5	1	2	71
Seat Belts	9	6	20	23	23	20	18	18	18	7	4	1	167
Other	89	60	9	103	23	108	119	166	103	127	87	70	1064
TOTAL TRAFFIC	168	108	95	179	101	174	238	307	174	204	148	119	1603



Town of Lewisboro

Parks & Recreation Department



Dana M. Mayclim
Superintendent

Laura A. Stone
Senior Office Assistant

Nicole Stone
Recreation Assistant

Pamela Veith
Senior Adult Coordinator

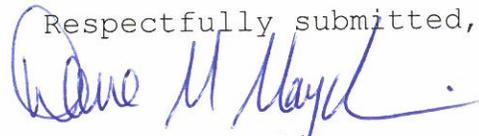
Reed Pullem
Recreation Assistant

TO: Peter Parsons, Town Supervisor
FROM: Dana M. Mayclim, Superintendent
DATE: January 12, 2016
RE: 2016 Interagency Agreement Renewal - Northeast Westchester Special Recreation Inc.

Attached please find the 2016 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 2016 is \$9,900.68. The payment schedule requires the first payment of \$5,527.08 to be paid by the end of January and the balance of \$4,373.60 due by the end of June. The money for this payment has been approved in the 2016 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



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

January 1, 2016

Dana Mayclim
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 2016 is \$5,527.08 and is due by January 31, 2016.

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 – The participant cost for the year is \$ 156.20. This number is then multiplied by the number of participants form Lewisboro which is 28. Your per participant cost for 2016 is \$ 4,373.60 and will be due by June 30, 2016.

Sincerely,

Janet Riley
Executive Director

NORTH EAST WESTCHESTER SPECIAL RECREATION, INC.

INTERAGENCY AGREEMENT

This agreement made on the (1st.) day of (January), (2016), 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 counterpart 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 counterpart 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.

1/1/16
Date

By: _____

Janet Riley
Name Printed

Title: Executive Director

Municipality/Town/Village of: _____

Date

By: _____

Name Printed Title



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

2016
MUNICIPAL MATCH CONTRIBUTIONS
 (3-Year Average)

Per Capita .44533725
Per Participant 156.20

	2016	2016	2016
TOTALS	Per Capita	Per Part	Total
Bedford	7,719.92	9,163.73	16,883.65
Briarcliff	3,503.47	3,696.73	7,200.20
Lewisboro	5,527.08	4,373.60	9,900.68
Mt. Kisco	4,843.93	10,465.40	15,309.33
Mt. Pleasant	11,993.38	8,278.60	20,271.98
New Castle	7,824.13	6,664.53	14,488.66
North Castle	5,273.24	1,1666.13	6,939.37
Sleepy Hollow	4,395.48	1,718.20	6,113.13
North Salem	2,273.00	1,926.47	4,199.47
Pleasantville	3,125.82	4,061.20	7,187.02
Pound Ridge	2,273.00	4,373.60	6,646.60
Somers	9,100.02	10,829.87	19,929.89
Totals	67,852.47	67,218.07	135,070.54

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
Website: www.lewisborogov.com

December 22, 2015

Honorable Peter Parsons
Supervisor
Town of Lewisboro
Town House
11 Main Street
South Salem, New York 10590

Re: Petition for Zoning Map Amendment -
Visnor Property, LLC

Dear Supervisor Parsons:

I submit this letter on behalf of the Planning Board in response to the referral of a Petition for a Zoning Map Amendment dated November 16, 2015 submitted to the Town Board by Visnor Property, LLC ("Visnor").

This is the second Petition submitted by Visnor seeking a rezoning of three (3) tax parcels, which are identified as Sheet 53, Block 9834, Lots 32, 33 and 34. This Petition seeks a reclassification of (1) Lots 32 and 34 from Retail Business (RB) to General Business (GB) and (2) Lot 33 from Retail Business (RB) and Residential (R-1A) to General Business (GB) and Residential (R-1A). The Petition previously submitted by Visnor sought a rezoning of all three parcels to General Business (GB) use. The Petition dated November 16, 2015 mirrors the prior request, except that it proposes maintaining the easterly portion of Lot 33 as R-1A to provide a buffer area to nearby residences.

The Planning Board considered this Petition at its December 17, 2015 meeting.

As with the prior Petition, the Planning Board recommends that the zoning of the tax lots referenced in the Petition remain unchanged. As before, the Planning Board finds Visnor has not articulated nor demonstrated a compelling basis for allowing General Business (GB) uses on all or a portion of any of the three parcels. The Planning Board has considered the current zoning classification of this property and determined a wide range of appropriate, and commercially viable, uses can be made of the parcels under the Retail Business (RB) zoning regulations. The requested change to General Business (GB) zoning would add motor vehicle sales, landscape nurseries, storage and sale of building materials, commercial kennels, fast food establishments, manufacturing, fabrication, finishing of products and research laboratories as potential uses on these parcels. These types of uses are inconsistent with the hamlet setting contemplated in the Town Master Plan for this site and its environs. Furthermore, the Planning Board cannot fully assess the manner in which the requested zoning reclassification would affect the current character and zoning scheme of the area surrounding these parcels because no definite plan of

development has been presented by Visnor. The Planning Board submits such a plan is necessary to fully evaluate any rezoning of this property, especially in light of the Lot 33's status as a parcel partially within a Residential (R-1A) district and the proximity of these parcels to neighboring residentially zoned and utilized lands.

I thank the Town Board for its consideration of this recommendation.

Respectfully submitted,

PLANNING BOARD OF THE
TOWN OF LEWISBORO

By: Jerome Kerner cc
Jerome Kerner, Chairman

MEMORANDUM

TO: Lewisboro Planning Board

CC: Lewisboro Town Board

FROM: Joseph M. Cermele, P.E., CFM 
Kellard Sessions Consulting, P.C.
Consulting Town Engineers

DATE: January 19, 2016

RE: Roadway Dedication and Bond Reduction
Falcon Ridge Subdivision
New York State 138
Sheet 8, Block 11137, Lot 18

The owner of Falcon Ridge Subdivision, Gus Boniello of Boniello Land & Realty, LTD, has requested dedication of Falcon Ridge Drive, as well as a reduction of the performance bond currently in place for the above-referenced project. The present value of the Bond is \$1,811,123.00.

At the time of this writing, the developer is seeking acceptance of the roadways and drainage. This office has conducted periodic inspections of the work during construction and the owner has completed all work related to the roadways and stormwater management systems, as indicated in our Final Punchlist, dated September 16, 2015. In accordance with Condition #20 of the Resolution granting Final Subdivision Plat Approval and Wetland Activity Permit Approval, adopted August 11, 2009, the bond may be reduced to 10% of the originally fixed amount of \$181,112.30 for a period of 1 year after dedication papers and certificate of title are filed and accepted.

Upon review of the original construction Performance Bond and work completed to date and, upon consultation with the Highway Department, it is our opinion that a reduction of the Bond amount of subsequent dedication of the road would be appropriate at this time.

If the Planning Board is in favor of a reduction in the Bond, it would be our recommendation that Boniello Land & Realty, LTD post a new bond in the amount of \$181,112.30, at which time we would subsequently recommend dedication of Falcon Ridge Drive to the Town of Lewisboro.

JMC/dc

T:\Lewisboro\Correspondence\NC2017JC-NCPB-FalconRidgeSubd-RoadDed&BondRelease-1-19-16.docx

HOCHERMAN TORTORELLA & WEKSTEIN, LLP
ATTORNEYS AT LAW

ONE NORTH BROADWAY, SUITE 701
WHITE PLAINS, NEW YORK 10601-2319

GERALDINE N. TORTORELLA
ADAM L. WEKSTEIN

NOELLE CRISALLI WOLFSON

TEL: (914) 421-1800
FAX: (914) 421-1856
WEB: WWW.HTWLEGAL.COM

HENRY M. HOCHERMAN
RETIRED

January 6, 2016

Via Federal Express

Hon. Peter Parsons, Supervisor,
and Members of the Town Board
Town of Lewisboro
Town House
11 Main Street
South Salem, New York 10590

*Re: Dedication of Road and Open Space Parcels for Falcon Ridge Subdivision
and Release of Performance Security*

Dear Supervisor Parsons and Members of the Board:

We represent Boniello Land & Realty, Ltd., the owner and developer of the Falcon Ridge Subdivision (the "Subdivision"). We request that your Board accept dedication of the Subdivision Road, known as Falcon Ridge Drive, and six open space parcels (letters A-F), all as depicted on the plat for the Subdivision filed in the Office of the Westchester County Clerk, Division of Land Records, on September 2, 2010 as Map No. 28402 (the "Plat"). In accordance with Condition 21 of the Town of Lewisboro Planning Board's Resolution granting Final Plat Approval and the Wetland Activity Permit for the Subdivision, dated August 11, 2009 (the "Resolution"), and by virtue of the filing of the Plat, such property has been offered to the Town of Lewisboro for dedication. As our client has advised us that all improvements associated with Falcon Ridge Drive and the infrastructure for the Subdivision have been fully completed in accordance with the Town's requirements, our client seeks to have the Board accept dedication of Falcon Ridge Drive and the open space parcels.

Enclosed are deeds for the Falcon Ridge Drive right of way and the open space parcels and the application of Boniello Land & Realty, Ltd., to the Town Highway Superintendent, to layout a town

HOCHERMAN TORTORELLA & WEKSTEIN, LLP

Hon. Peter Parsons, Supervisor,
and Members of the Town Board
January 6, 2016
Page 2

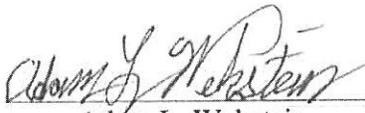
highway,¹ together with a certificate of title insurance and title report certifying good title to such property. We anticipate addressing any title questions with the Town Attorney who is being provided a copy of the title report, along with the other enclosures to this letter. We will provide the requisite tax forms (TP-584 and RP-5217) once the Board votes to accept dedication. Also enclosed for your information is a copy of the Resolution.

By this letter we also ask that your Board and the Planning Board take the steps necessary to reduce the amount of the \$1,811,123.00 performance security that was posted in fulfillment of Conditions 19 and 20 of the Resolution to secure completion of the Subdivision improvements, to 10 percent of that original amount and retain the reduced sum for a period of one year as maintenance security in accordance with Condition 20 of the Resolution. In this case, the security for completion of infrastructure improvements was posted in the "form of an Assignment of Funds in Lieu of Performance Bond"(the "Assignment Agreement") under which the amount of the performance guarantee was deposited in Savings Accounts or Certificates of Deposits. Our understanding is that as all required infrastructure improvements have been satisfactorily completed, both in accordance with Condition 20 of the Resolution and the Assignment Agreement, the amount on deposit for the Town's benefit should be reduced to \$181,112.30.

Please schedule this matter on your Board's next available agenda.

Respectfully Submitted,

Hocherman Tortorella & Wekstein, LLP

By: 
Adam L. Wekstein

ALW:hc
Enclosures

¹ The original application to layout a town highway is being forwarded to the Highway Superintendent, with your Board being provided a copy.

HOCHERMAN TORTORELLA & WEKSTEIN, LLP

Hon. Peter Parsons, Supervisor,
and Members of the Town Board

January 6, 2016

Page 3

cc: *via federal express with enclosures*
Mr. Peter Ripperger, Highway Superintendent
Anthony Mole, Esq.

via electronic mail with enclosures
Mr. Gus T. Boniello
Joseph Cermele, P.E.
Hon. Jerome Kerner, Chairman
and Members of the Planning Board
Mr. Leo Masterson, Comptroller
Judson Siebert, Esq.
Geraldine N. Tortorella, Esq.

THIS INDENTURE, made the 5th day of January, 2016

BETWEEN

Boniello Land & Realty, LTD., a New York Corporation with an office located at 165 Waccabuc Road, Goldens Bridge, New York 10526

party of the first part, and

Town of Lewisboro, a New York municipal corporation with an office located at 11 Main Street, South Salem, New York 10590

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

10.00 dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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, State of New York, known as Falcon Ridge Drive on the plat titled "Subdivision of Property Known as 'Falcon Ridge' situate in the Town of Lewisboro, County of Westchester, NY, prepared by Anthony S. Pisarri, P.E., P.C., dated March 6, 2007 and last revised February 19, 2008," which map was filed in the Office of the Westchester County Clerk, Division of Land Records on September 2, 2010, as Filed Map No. 28402 (the "Subdivision Map"), as more particularly described in Schedule A annexed hereto and made a part hereof.

SUBJECT TO the covenants and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Falcon Ridge Homeowners Association, Inc. in the Town of Lewisboro, dated April 23, 2014 and filed in the Office of the Westchester County Clerk, Division of Land Records in Control No. 540773385 on June 19, 2014, as well as all other covenants, conditions, restrictions, agreements and easements of record.

The Premises are a portion of the same premises that were conveyed to the party of the first part by deed recorded in the Office of the Westchester County Clerk, Division of Land Records, on September 26, 1995, in Liber 11246, Page 287.

This conveyance is not a conveyance of all or substantially all of the assets of the Grantor and this transaction is made in the normal course of business of the Grantor

~~TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.~~

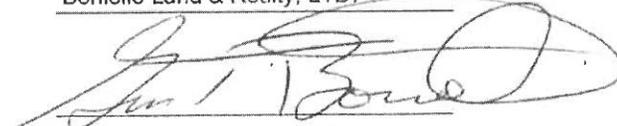
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Boniello Land & Realty, LTD.



By: Gus T. Boniello, President

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Westchester ss:

State of New York, County of ss:

On the 5th day of January in the year 2016 before me, the undersigned, personally appeared

On the day of in the year before me, the undersigned, personally appeared

Gus T. Boniello 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.

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.

[Signature of Gus T. Boniello] (signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, 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, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

ADAM L. WEKSTEIN
Notary Public, State of New York
No. 02WE6151093
Qualified in Westchester County
Commission Expires August 14, 2018

DISTRICT
SECTION 0008
BLOCK 11137
LOT 226
COUNTY OR TOWN Lewisboro
STREET ADDRESS

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

Boniello Land & Realty, LTD

TO

Recorded at Request of

Town of Lewisboro

RETURN BY MAIL TO:

DISTRIBUTED BY

Anthony Mole, Esq.
Herodes & Mole, P.C
888 Route 6
Mahopac, New York 10541

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A

DONNELLY LAND SURVEYING, P.C.

1929 Commerce Street
Yorktown Heights, NY 10598

*

Fax: 914-962-2209
Phone: 914-962-2215

July 27, 2010

**SUGGESTED DESCRIPTION
FALCON RIDGE DRIVE-ROAD PARCEL "A"
LOCATED IN FALCON RIDGE**

All that certain plot, piece or parcel of land situate, lying and being in the Town Of Lewisboro, County of Westchester and State Of New York, designated as Falcon Ridge Drive-Road Parcel "A" as shown on a map entitled "Subdivision Of Property Known As Falcon Ridge" filed in the Westchester County Clerk's Office, Division Of Land Records as map no. 28402 on Sept. 2, 2010, being more particularly bounded and described as follows:

FALCON RIDGE DRIVE

BEGINNING at a point on the Northerly side of Waccabuc Road also know as State Route No. 138 and the Southwest corner of Open Space Parcel "A", said point being North 87 degrees 52 minutes 30 seconds West 30.11 feet from the Southwest corner of lands formerly Wild Oaks Park, Inc. and lands now or formerly Waccabuc Farms Of Goldens Bridge, Inc., said point also being the Southeasterly corner of the parcel herein described;

running thence from said point of beginning in a Westerly direction along the Northerly side of Waccabuc Road also known as State Route No. 138 the following course and distance:

North 87 degrees 52 minutes 30 seconds West, 100.00 feet to a point on the Southeasterly side of Open Space Parcel "B";

thence turning and running along the Easterly side of Open Space Parcel "B" the following courses and distances:

along a curve to the left having a radius of 25.00 feet and a length of 39.22 feet;

North 02 degrees 13 minutes 54 seconds East, 62.77 feet;

along a curve to the right having a radius of 225.00 feet and a length of 80.76 feet;

North 22 degrees 47 minutes 50 seconds East, 171.40 feet;

along a curve to the left having a radius of 175.00 feet and a length of 48.76 feet;

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North 06 degrees 50 minutes 00 seconds East, 160.66 feet;
along a curve to the left having a radius of 175.00 feet and a length of 40.47 feet;

North 06 degrees 24 minutes 59 seconds West, 100.83 feet;
along a curve to the right having a radius of 225.00 feet and a length of 74.23 feet;

North 12 degrees 29 minutes 09 seconds East, 457.41 feet;
along a curve to the left having a radius of 175.00 feet and a length of 15.12 feet;

North 07 degrees 32 minutes 08 seconds East, 146.95 feet;
along a curve to the right having a radius of 425.00 feet and a length of 354.07 feet;
along a curve to the left having a radius of 15.00 feet and a length of 22.20 feet;

North 29 degrees 30 minutes 53 seconds West, 38.33 feet;
along a curve to the right having a radius of 225.00 feet and a length of 121.19 feet to a point on
the Easterly side of lands now or formerly Wai-Mee & Karlyn Ching and also Lot 10 as shown
on a map entitled "Subdivision Map Section 2 Manor Estates" filed as map no. 21260;

thence running along the Easterly side of Lot 10 the following course and distance:

North 01 degrees 20 minutes 50 seconds East, 26.81 feet to a point on the Southwesterly
corner of Deertrack Lane;

thence turning and running along the Southerly side of Deertrack Lane the following course and
distance:

South 88 degrees 39 minutes 50 seconds East, 50.00 feet to the Southwest corner of
lands now or formerly Gary & Paula Levine, the Southwest corner of Lot 9 on said map no.
21260 and the Northwesterly corner of Open Space Parcel "F";

thence turning and running along the Westerly and Southerly side of Open Space Parcel "F" the
following courses and distances:

South 01 degrees 20 minutes 50 seconds West, 26.81 feet;
along a curve to the left having a radius of 175.00 feet and a length of 94.26 feet;

South 29 degrees 30 minutes 53 seconds East, 38.33 feet;

page three

along a curve to the left having a radius of 15.00 feet and a length of 22.20 feet;
along a curve to the right having a radius of 425.00 feet and a length of 363.51 feet;

South 65 degrees 17 minutes 33 seconds East, 138.15 feet;

along a curve to the left having a radius of 175.00 feet and a length of 114.73 feet;

North 77 degrees 08 minutes 42 seconds East, 143.97 feet;

along a curve to the right having a radius of 225.00 feet and a length of 57.90 feet;

South 88 degrees 06 minutes 43 seconds East, 241.22 feet

along a curve to the left having a radius of 30.00 feet and a length of 24.38 feet;

thence turning and running along the Southerly side of Open Space Parcel "F", the Westerly side of Common Drive "B", the Northwesterly side of Open Space Parcel "E" and the Northeasterly side of Common Drive "A" the following course and distance:

along a curve to the right having a radius of 50.00 feet and a length of 238.36 feet;

thence turning and running along the Northeasterly side of Common Drive "A" and the Northerly side of Open Space Parcel "D" and the Northerly and Westerly side of Open Space Parcel "C" the following courses and distances:

along a curve to the left having a radius of 30.00 feet and a length of 24.38 feet;

North 88 degrees 06 minutes 43 degrees West, 241.22 feet;

along a curve to the left having a radius of 175.00 feet and a length of 45.03 feet;

South 77 degrees 08 minutes 42 seconds West, 143.97 feet;

along a curve to the right having a radius of 225.00 feet and a length of 147.51 feet;

North 65 degrees 17 minutes 33 seconds West, 138.15 feet;

along a curve to the left having a radius of 375.00 feet and a length of 701.44 feet;

South 07 degrees 32 minutes 08 seconds West, 146.95 feet;

along a curve to the right having a radius of 225.00 feet and a length of 19.44 feet;

South 12 degrees 29 minutes 09 seconds West, 457.41 feet;

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along a curve to the left having a radius of 175.00 feet and a length of 57.73 feet;

South 06 degrees 24 minutes 59 seconds East, 100.83 feet;

along a curve to the right having a radius of 225.00 feet and a length of 52.03 feet to a point on the Westerly side of lands formerly Wild Oaks Park, Inc. and now or formerly Waccabuc Farms Of Goldens Bridge, Inc.;

running thence along the Westerly side of said lands and the Westerly side of Open Space Parcel "A" the following courses and distances:

South 06 degrees 50 minutes 00 seconds West, 160.67 feet;

along a curve to the right having a radius of 225.00 feet and a length of 62.69 feet;

South 22 degrees 47 minutes 50 seconds West, 171.40 feet;

along a curve to the left having a radius of 175.00 feet and a length of 62.81 feet;

South 02 degrees 13 minutes 54 seconds West, 62.58 feet;

along a curve to the left having a radius of 25.00 feet and a length of 39.32 feet to the point and place of beginning.

containing therein 3.6705 acres.

[redacted]

DEED OF DEDICATION
WITH COVENANTS AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of the 5th day of January, 2016 by and between BONIELLO LAND & REALTY, LTD., a corporation organized and existing under the Laws of the State of New York, having its principal place of business at 165 Waccabuc Road, Goldens Bridge, New York 10526, party of the first part, and THE TOWN OF LEWISBORO, a municipal corporation, having its principal office at Lewisboro Town Hall, Onatru Farm Park, 11 Main Street, South Salem, New York 10590, party of the second part.

W I T N E S S E T H:

That the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant, release and dedicate unto the party of the second part, the heirs or successors and assigns of the party of the second part:

ALL those certain plots, pieces or parcels 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, more particularly bounded and described on Schedule A, annexed hereto and made a part hereof (the "Premises").

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises;

TO HAVE AND TO HOLD the Premises herein granted unto the party of the second part, the heirs, successors and assigns of the party of the second party as long as the Premises is maintained as open land and as long as none of the conditions, restrictions, and limitations on the improvement and use of the Premises are violated.

SUBJECT, however, to the following covenants and restrictions which shall run with the Premises in perpetuity and shall be enforceable by the party of the first part, its successors and assigns including, without limitation each owner, from time to time, of a lot or lots shown on a certain subdivision plat entitled "Subdivision Map of Falcon Ridge, located in the Town of Lewisboro, Westchester County, N.Y." dated March 6, 2007, last revised February 19, 2008, and filed in the Office of the Westchester County Clerk, Division of Land Records on September 2, 2010 as Map No. 28402 (the "Subdivision Plat"), and by the Association (as hereinafter defined).

The Premises shall remain and be maintained as open land forever, shall not be further subdivided, and shall remain in a natural state free of refuse and debris and be subject to the following specific restrictions that shall apply in perpetuity to the use and enjoyment of the Premises:

1. No building or structure (as those terms are defined, from time to time, in the Code of the Town of Lewisboro), with the exception of structures for the collection and management of stormwater, shall be constructed, repaired, remodeled, reconstructed, or maintained in the Premises;

2. No quarrying, excavation, or removal of rocks, minerals, gravel, sand, top soil, or other similar materials shall be carried out in the Premises;

3. No depositing, dumping, or abandoning of any solid waste, junk, liquid wastes or chemical substances on or in the ground is permitted in the Premises;

4. No diking, draining or filling of the Premises is permitted except for and in connection with the collection and management of stormwater;

5. No cutting of trees or cutting or disturbance of naturally occurring vegetation is permitted in the Premises; provided, however that the Town of Lewisboro or its designee may cut or remove trees or vegetation in the Premises which have fallen or are dead or diseased, or which pose a threat to safety;

6. The Premises shall be used solely for passive recreational purposes. Except as respects the necessity to cut or remove trees or vegetation pursuant to the foregoing subparagraph 5, no motorized vehicle may be used in the Premises including, without limitation, motorcycles, so-called "all terrain vehicles", and snowmobiles. Nothing herein shall be deemed to restrict the passage of pedestrians or horses through the Premises provided that no commercial stable or riding academy may be maintained therein. Nothing herein shall be deemed to restrict passive recreational uses including hiking, birding, and photography, provided that no fires and no overnight camping shall be permitted, and provided further that no trails may be constructed, cleared, or otherwise marked out on the Premises except for a single continuous unpaved trail located as shown in the area designated on the Subdivision Plat, together with one unpaved trail connecting such trail directly to Manor Drive, a public street.

AND SUBJECT FURTHER, to easements, retained in the party of the first part, for itself, its successors and assigns, and in favor of the Association (as that term is hereinafter defined), for the installation of drainage structures and facilities and the discharge and diversion of stormwater, including stormwater directed or redirected by artificial means, from the retained lands of the party of the first part, its successors and assigns, onto and over the Premises, and for entry upon the Premises for the purpose of maintaining and inspecting such drainage structures and facilities as are (or in the future may be) located in the Premises, and the monitoring and maintenance of the wetlands on the Premises.

AND SUBJECT FURTHER, to the right, retained in the party of the first part, for itself, its successors and assigns, and in favor of the Association (as that term is hereinafter defined), in connection with the construction and maintenance of roads, drives, and related improvements in the residential subdivision of which the Premises is a part, (i) to conduct clearing and grading for

the roads and drives in the subdivision to the extent that the construction and operation of such roads and drives and related stormwater measures necessitates clearing and grading beyond the rights-of-way of such roads and drives; (ii) to clear vegetation to the extent necessary to provide safe sight lines and sight distances on subdivision roads and drives; (iii) to construct and maintain water quality/detention basins and their related appurtenances, as well as to install and maintain drainage pipes, headwalls, energy dissipators, and other structures for the containment and management of stormwater, and to discharge stormwater; (iv) to construct and maintain entrance walls and identifying signs for the subdivision at the point where the subdivision road intersects the existing public road; all such sight lines, water quality structures and improvements, walls, and signs to be located as shown on the Subdivision Plat; and (v) generally to enter upon the Premises for the purpose of constructing, reconstructing, maintaining, and repairing any of the foregoing structures and improvements;

AND SUBJECT FURTHER, to a certain Declaration of Covenants, Conditions, Restrictions and Easements for Falcon Ridge Homeowners Association, Inc. (the "Association") dated April 23, 2014, and recorded in the office of the Clerk of Westchester County on June 19, 2014 at Control No. 540773385.

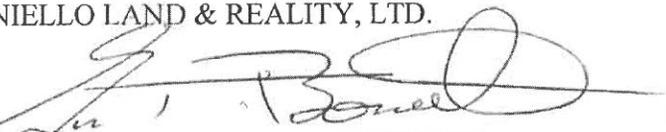
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said Premises have been encumbered in any way whatever, except as aforesaid.

This conveyance is made in the ordinary course of business of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

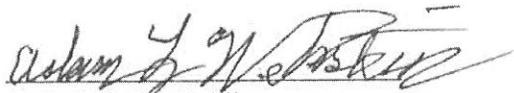
BONIELLO LAND & REALTY, LTD.

By: 
GUS T. BONIELLO, President

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

On the 5th day of January in the year 2016 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Gus T. Boniello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of the party of the first part and by order of its board of directors.

ADAM L. WEKSTEIN
Notary Public, State of New York
No. 02WE6151093
Qualified in Westchester County
Commission Expires August 14, 2018


Notary Public

Bargain and Sale Deed
With Covenants Against Grantor's Acts

Sheet: 031.03
Block: 11137
Lots: 220, 221, 222, 223, 224, 225
Town: Lewisboro

Boniello Land & Realty, LTD.

To

The Town of Lewisboro

Record and Return
Anthony Mole, Esq.
Herodes & Mole, PC
888 Route 6
Mahopac, NY 10541

S:\# MATTERS\Boniello, Gus 007\Falcon Ridge 001\2015 Legal Instruments\DEED TO LEWISBORO Rev. 8-6-09 FINAL.wpd

SCHEDULE A

All that certain plot, piece or parcel of land situate, lying and being in the Town Of Lewisboro, County of Westchester and State Of New York, designated as Open Space Parcels as shown on a map entitled "Subdivision Of Property Known As Falcon Ridge" filed in the Westchester County Clerk's Office, Division Of Land Records as map no. 28402 on 9/2/2010, 200_, being more particularly bounded and described as follows:

OPEN SPACE PARCEL "A"

BEGINNING at a point on the Northerly side of Waccabuc Road also know as State Route No. 138 and the Southwest corner of lands formerly Wild Oaks Park, Inc. and lands now or formerly Waccabuc Farms Of Goldens Bridge, Inc., said point also being the Southeasterly corner of the Open Space Parcel herein described;

running thence from said point of beginning in a Westerly direction along the Northerly side of Waccabuc Road also known as State Route No. 138 and along the road face of a stone wall the following course and distance:

North 87 degrees 52 minutes 30 seconds West, 30.11 feet to a point on the Southeasterly side of Falcon Ridge Drive;

thence turning and running in a Northerly direction along the Easterly side of Falcon Ridge Drive the following courses and distances:

along a curve to the right having a radius of 25.00 feet and a length of 39.32 feet;

North 02 degrees 13 minutes 54 seconds East, 62.58 feet;

along a curve to the right having a radius of 175.00 feet and a length of 62.81 feet;

North 22 degrees 47 minutes 50 seconds East, 171.40 feet;

along a curve to the left having a radius of 225.00 feet and a length of 62.69 feet to a point on the Westerly side of lands formerly Wild Oaks Park, Inc. and lands now of formerly Waccabuc Farms Of Goldens Bridge, Inc.:

(fopensp)

thence turning and running in a Southerly direction along the same the following course and distance;

South 06 degrees 50 minutes 00 seconds West, 371.66 feet to the point and place of beginning.

OPEN SPACE PARCEL "B"

BEGINNING at a point on the Northerly side of Waccabuc Road also known as State Route No. 138 and Southeast corner of lands of now or formerly Michael P. Pascullo & Louise Ramos-Pascullo also being the Southeast corner of Lot 73 as shown on a map entitled Section 1 Wild Oaks Park as map no. 14069, said point also being the Southwesterly corner of the Open Space Parcel herein described;

running thence from said point of beginning in a Northerly and Easterly direction along the Easterly and Southerly sides of Lots 73, 74, 75, 76, 77 and 78 as shown on filed map no. 14069 the following courses and distances:

North 22 degrees 13 minutes 25 seconds East, 413.77 feet;
North 30 degrees 40 minutes 10 seconds West, 202.74 feet;
North 26 degrees 50 minutes 00 seconds West, 231.41 feet;
North 61 degrees 31 minutes 30 seconds East, 83.33 feet;
North 73 degrees 37 minutes 00 seconds East, 19.66 feet;
North 82 degrees 28 minutes 40 seconds East, 132.73 feet;
North 69 degrees 58 minutes 50 seconds East, 125.66 feet;
along a curve to the right having a radius of 350.00 feet and a length of 139.82 feet;
North 07 degrees 20 minutes 10 seconds East, 120.00 feet;
along a curve to the right having a radius of 500.00 feet and a length of 318.52 feet;
North 63 degrees 01 minute 34 seconds West, 20.32 to a point on the Southeast corner of Lot 14 as shown on a map entitled Subdivision Map Section 2 Manor Estates as map no. 21260;

thence turning and running in a Northerly and Easterly direction along the Easterly and Southerly side of Lots 14 and 10 as shown on filed map no. 21260 the following courses and distances:

North 03 degrees 04 minutes 02 seconds East, 266.97 feet;
South 82 degrees 28 minutes 53 seconds East, 448.98 feet;
along a curve to the left having a radius of 205.00 feet and a length of 74.97 feet;
North 01 degrees 20 minutes 50 seconds East, 42.58 feet to a point on the Westerly side of Deertrack Lane;

thence turning and running in a Southeasterly direction along the Southwesterly side of Deertrack Lane the following courses and distances:

(fopensp)

along a curve to the left having a radius of 225.00 feet and a length of 121.19 feet;
South 29 degrees 30 minutes 53 seconds East, 38.33 feet;
along a curve to the right having a radius of 15.00 feet and a length of 22.20 feet to a point on the
Northwesterly side of Falcon Ridge Drive;

thence turning and running in a Southerly direction along the Westerly side of Falcon Ridge
Drive the following courses and distances:

along a curve to the left having a radius of 425.00 feet and a length of 354.07 feet;
South 07 degrees 32 minutes 08 seconds West, 146.95 feet;
along a curve to the right having a radius of 175.00 feet and a length of 15.12 feet;
South 12 degrees 29 minutes 09 seconds West, 457.41 feet;
along a curve to the left having a radius of 225.00 feet and a length of 74.23 feet;
South 06 degrees 24 minutes 59 seconds East, 100.83 feet;
along a curve to the right having a radius of 175.00 feet and a length of 40.47 feet;
South 06 degrees 50 minutes 00 seconds West, 160.66 feet;
along a curve to the right having a radius of 175.00 feet and a length of 48.76 feet;
South 22 degrees 47 minutes 50 seconds West, 171.40 feet;
along a curve to the left having a radius of 225.00 feet and a length of 80.76 feet;
South 02 degrees 13 minutes 54 seconds West, 62.77 feet;
along a curve to the right having a radius of 25.00 feet and a length of 39.22 feet to a point on the
Northerly side of Waccabuc Road also know as State Route No. 138;

thence turning and running in a Westerly direction along the Northerly side of Waccabuc Road
partially along the road face of a stone wall the following courses and distances:

North 87 degrees 52 minutes 30 seconds West,	307.66 feet;
North 84 degrees 36 minutes 30 seconds West,	31.50 feet;
North 74 degrees 12 minutes 30 seconds West,	156.39 feet;
North 46 degrees 46 minutes 10 seconds West,	7.78 feet;
North 03 degrees 54 minutes 50 seconds West,	9.52 feet to the point and place of beginning.

OPEN SPACE PARCEL "C"

BEGINNING at a point on the Northwest corner of lands formerly Wild Oaks Park, Inc. and
lands now or formerly Waccabuc Farms Of Goldens Bridge, Inc. said point also being a
Southwest corner of the Open Space Parcel herein described;

running thence from said point of beginning in a Southerly direction the following course and
distance:

South 6 degrees 50 minutes 00 seconds West, 30.82 feet to a point on the Easterly side
of Falcon Ridge Drive;

(fopensp)

thence turning and running in a Northerly direction along the Easterly side of Falcon Ridge Drive the following courses and distances:

along a curve to the left having a radius of 225.00 feet and a length of 52.03 feet;
North 06 degrees 24 minutes 59 seconds West, 100.83 feet;
along a curve to the right having a radius of 175.00 feet and a length of 57.73 feet;
North 12 degrees 29 minutes 09 seconds East, 457.41 feet;
along a curve to the left having a radius of 225.00 feet and a length of 19.44 feet;
North 07 degrees 32 minutes 08 seconds East, 146.95 feet;
along a curve to the right having a radius of 375.00 feet and a length of 701.44 feet;
South 65 degrees 17 minutes 33 seconds East, 138.15 feet to a point on the Northwest corner of Lot 1;

thence turning and running in a Southwesterly and Southerly direction along the Northwesterly and Westerly side of Lots 1 and 3 the following courses and distances:

South 63 degrees 05 minutes 10 seconds West, 553.82 feet;
South 06 degrees 50 minutes 00 seconds West, 800.00 feet to a point on the Northerly side of Formerly Wild Oaks Park, Inc. and now or formerly Waccabuc Farms Of Goldens Bridge, Inc.;

thence turning and running in a Westerly direction along the same the following course and distance:

North 83 degrees 10 minutes 00 seconds West, 176.07 feet to the point and place of beginning.

OPEN SPACE PARCEL "D"

BEGINNING at a point on the Northwesterly side of Common Drive "A" and at the Northeasterly corner of Lot 1, said point also being the Southerly corner of the Open Space Parcel herein described;

running thence from said point of beginning in a Northwesterly direction along the Northeasterly side of Lot 1 the following course and distance:

North 60 degrees 43 minutes 27 seconds West, 387.75 feet to a point on the Southerly side of Falcon Ridge Drive;

thence turning and running in a Easterly direction along the Southerly side of Falcon Ridge Drive the following courses and distances:

(fopensp)

along a curve to the left having a radius of 225.00 feet and a length of 147.51 feet;
North 77 degrees 08 minutes 42 seconds East, 143.97 feet;
along a curve to the right having a radius of 175.00 feet and a length of 45.03 feet;
South 88 degrees 06 minutes 43 seconds East, 241.22 feet;
along a curve to the right having a radius of 30.00 feet and a length of 22.91 feet to a point on the
Northwesterly corner of Common Drive "A";

thence turning and running along the Northwesterly side of Common Drive "A" the following
courses and distances:

South 26 degrees 35 minutes 03 seconds West, 1.89 feet;
along a curve to the right having a radius of 80.00 feet and a length of 67.52 feet;
South 74 degrees 56 minutes 36 seconds West, 104.65 feet;
along a curve to the left having a radius of 120.00 feet and a length of 114.09 feet;
South 20 degrees 28 minutes 11 seconds West, 53.13 feet to the point and place of
beginning.

OPEN SPACE PARCEL "E"

BEGINNING at a point on the Easterly side of Falcon Ridge Drive and the Southwest corner of
Common Drive "B", said point also being the Northerly corner of the Open Space Parcel herein
described:

running thence from said point of beginning in a Easterly and Southeasterly direction along the
Southerly and Westerly side of Common Drive "B" the following courses and distances;

South 88 degrees 06 minutes 43 seconds East, 81.00 feet;
along a curve to the right having a radius of 180.00 feet and a length of 127.54 feet;
South 47 degrees 30 minutes 48 seconds East, 82.81 feet;
along a curve to the right having a radius of 80.00 feet and a length of 69.84 feet;
South 02 degrees 30 minutes 26 seconds West, 104.36 feet;
along a curve to the left having a radius of 120.00 feet and a length of 98.23 feet;
South 41 degrees 57 minutes 33 seconds West, 31.93 feet;
South 38 degrees 16 minutes 16 seconds East, 68.41 feet to a point on the Northeast
corner of Lot 7;

thence turning and running in a Southwesterly and Northwesterly direction along the
Northeasterly side of Lots 7 and 6 the following courses and distances:

(fopensp)

South 45 degrees 36 minutes 21 seconds West, 5.93 feet;
North 75 degrees 37 minutes 57 seconds West, 507.20 feet;
North 60 degrees 33 minutes 54 seconds West, 166.57 feet to a point on the
Northeasterly side of Common Drive "A";

thence turning and running in a Northeasterly direction along the Northeasterly side of Common Drive "A" the following courses and distances;

along a curve to the left having a radius of 120.00 feet and a length of 18.78 feet;
North 20 degrees 28 minutes 11 seconds East, 53.13 feet;
along a curve to the right having a radius of 80.00 feet and a length of 76.06 feet;
North 74 degrees 56 minutes 36 seconds East, 104.65 feet;
along a curve to the left having a radius of 120.00 feet and a length of 101.28 feet;
North 26 degrees 35 minutes 03 seconds East, 1.96 feet to a point on the Southerly
side of Falcon Ridge Drive;

thence turning and running in a Northeasterly direction along the Southeasterly side of Falcon Ridge Drive the following course and distance:

along a curve to the left having a radius of 50.00 feet and a length of 58.94 feet to the point and place of beginning.

OPEN SPACE PARCEL "F"

BEGINNING at a point on the Easterly side of Deertrack Lane and the Southwest corner of lands now or formerly Gary Levine & Paula Levine and Lot 9 as shown on a map entitled Subdivision Map Section 2 Manor Estates as map no. 21260, said point also being the Northwest corner of the Open Space Parcel herein described;

running thence from said point of beginning in a Easterly direction along the Southerly side of lands now or formerly Gary Levine & Paula Levine, Lot 9 on map 21260, lands formerly Loius Marx, Jr., Now or formerly Nash Road Holdings, LLC, Parcel 1 Subdivision Map Louis Marx Jr. & Nash Road Land Corporation on map no. 20742 the following courses and distances:

South 88 degrees 39 minutes 10 seconds East, 333.41 feet;
South 82 degrees 16 minutes 41 seconds East, 595.40 feet;
North 62 degrees 41 minutes 18 seconds East, 1,114.70 feet to a point on the Westerly
side of lands formerly George A. & Katherin Dodge Brownell, now or formerly The Town Of
Lewisboro and Lot 3 as shown on a map entitled Subdivision Plat Section 2 Brownell Estates on
map no. 21962;

(fopensp)

thence turning and running in a Southerly direction along the Westerly side of the same and along the mean centerline of a stone wall the following courses and distances:

South 15 degrees 13 minutes 30 seconds East, 12.75 feet;
South 07 degrees 47 minutes 40 seconds East, 54.14 feet;
South 19 degrees 27 minutes 30 seconds East, 19.90 feet;
South 12 degrees 33 minutes 30 seconds East, 105.42 feet;
South 14 degrees 39 minutes 20 seconds East, 18.34 feet to a point on the
Northeasterly corner of Lot 11 and the Northeasterly corner of a Conservation Easement;

thence turning and running in a Southwesterly direction along the Northwesterly side of the Conservation Easement and Lot 11 the following courses and distances:

South 57 degrees 21 minutes 52 seconds West, 309.53 feet;
South 30 degrees 40 minutes 29 seconds West, 434.64 feet to a point on the
Northeasterly side of Common Drive "B";

thence turning and running in a Northwesterly direction along the Northeasterly side of Common Drive "B" the following courses and distances:

North 47 degrees 30 minutes 48 seconds West, 82.81 feet;
along a curve to the left having a radius of 220.00 feet and a length of 155.89 feet;
North 88 degrees 06 minutes 43 seconds West, 81.00 feet to a point on the Easterly side
of Falcon Ridge Drive;

thence turning and running in a Westerly direction along the Northerly side of Falcon Ridge Road the following courses and distances:

along a curve to the left having a radius of 50.00 feet and a length of 98.61 feet;
along a curve to the right having a radius of 30.00 feet and a length of 24.38 feet;
North 88 degrees 06 minutes 43 seconds West, 241.22 feet;
along a curve to the left having a radius of 225.00 feet and a length of 57.90 feet;
South 77 degrees 08 minutes 42 seconds West, 143.97 feet;
along a curve to the right having a radius of 175.00 feet and a length of 114.73 feet;
North 65 degrees 17 minutes 33 seconds West, 138.15 feet;
along a curve to the left having a radius of 425.00 feet and a length of 363.51 feet to a point on
the Westerly side of Deertrack Lane;

thence turning and running in a Northerly direction along the Easterly side of Deertrack Lane the following courses and distances:

along a curve to the right having a radius of 15.00 feet and a length of 22.20 feet;
North 29 degrees 30 minutes 53 seconds West, 38.33 feet;
along a curve to the right having a radius of 175.00 feet and a length of 94.26 feet;
North 01 degree 20 minutes 50 seconds East, 26.81 feet to the point and place of
beginning.

In the Matter of the Laying Out of a
Certain Town Highway, to be known as
Falcon Ridge Drive

APPLICATION TO LAY
OUT A TOWN HIGHWAY

In the Town of Lewisboro, County of
Westchester and State of New York

TO THE SUPERINTENDENT OF HIGHWAYS OF THE TOWN OF LEWSBORO,
IN THE COUNTY OF WESTCHESTER:

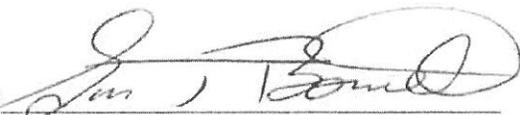
The undersigned, liable to be assessed for highway taxes, hereby applies to you to lay out a highway in the said Town of Lewisboro, commencing on the North Side of NYS Route 138 (Waccabuc Road) road and running generally in a Northerly direction, all as more fully described as follows:

Town of Lewisboro, County of Westchester, State of New York, known as Falcon Ridge Drive on the plat titled "Subdivision of Property Known as 'Falcon Ridge' situate in the Town of Lewisboro, County of Westchester, NY, prepared by Anthony S. Pisarri, P.E., P.C., dated March 6, 2007 and last revised February 19, 2008," which map was filed in the Office of the Westchester County Clerk, Division of Land Records on September 2, 2010, as Filed Map No. 28402 (the "Subdivision Map"), as more particularly described in Schedule A annexed hereto and made a part hereof.

which road will pass through and along lands of the signatories to this application, who consent to the laying out of said highway.

Annexed hereto and made a part hereof is the Subdivision Map.

BONIELLO LAND & REALITY, LTD.

By: 

GUS T. BONIELLO, President

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

On the 5th day of January in the year 2016 before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Gus T. Boniello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of the party of the first part and by order of its board of directors.

ADAM L. WERSTEIN
Notary Public, State of New York
No. 02WEG161093
Qualified in Westchester County
Commission Expires August 14, 2018


Notary Public

SCHEDULE A

DONNELLY LAND SURVEYING, P.C.

1929 Commerce Street
Yorktown Heights, NY 10598

*
Fax: 914-962-2209
Phone: 914-962-2215

July 27, 2010

**SUGGESTED DESCRIPTION
FALCON RIDGE DRIVE-ROAD PARCEL "A"
LOCATED IN FALCON RIDGE**

All that certain plot, piece or parcel of land situate, lying and being in the Town Of Lewisboro, County of Westchester and State Of New York, designated as Falcon Ridge Drive-Road Parcel "A" as shown on a map entitled "Subdivision Of Property Known As Falcon Ridge" filed in the Westchester County Clerk's Office, Division Of Land Records as map no. 28402 on Sept. 2, 2010, being more particular bounded and described as follows:

FALCON RIDGE DRIVE

BEGINNING at a point on the Northerly side of Waccabuc Road also know as State Route No. 138 and the Southwest corner of Open Space Parcel "A", said point being North 87 degrees 52 minutes 30 seconds West 30.11 feet from the Southwest corner of lands formerly Wild Oaks Park, Inc. and lands now or formerly Waccabuc Farms Of Goldens Bridge, Inc., said point also being the Southeasterly corner of the parcel herein described;

running thence from said point of beginning in a Westerly direction along the Northerly side of Waccabuc Road also known as State Route No. 138 the following course and distance:

North 87 degrees 52 minutes 30 seconds West, 100.00 feet to a point on the Southeasterly side of Open Space Parcel "B";

thence turning and running along the Easterly side of Open Space Parcel "B" the following courses and distances:

along a curve to the left having a radius of 25.00 feet and a length of 39.22 feet;

North 02 degrees 13 minutes 54 seconds East, 62.77 feet;

along a curve to the right having a radius of 225.00 feet and a length of 80.76 feet;

North 22 degrees 47 minutes 50 seconds East, 171.40 feet;

along a curve to the left having a radius of 175.00 feet and a length of 48.76 feet;

page two

North 06 degrees 50 minutes 00 seconds East, 160.66 feet;

along a curve to the left having a radius of 175.00 feet and a length of 40.47 feet;

North 06 degrees 24 minutes 59 seconds West, 100.83 feet;

along a curve to the right having a radius of 225.00 feet and a length of 74.23 feet;

North 12 degrees 29 minutes 09 seconds East, 457.41 feet;

along a curve to the left having a radius of 175.00 feet and a length of 15.12 feet;

North 07 degrees 32 minutes 08 seconds East, 146.95 feet;

along a curve to the right having a radius of 425.00 feet and a length of 354.07 feet;

along a curve to the left having a radius of 15.00 feet and a length of 22.20 feet;

North 29 degrees 30 minutes 53 seconds West, 38.33 feet;

along a curve to the right having a radius of 225.00 feet and a length of 121.19 feet to a point on the Easterly side of lands now or formerly Wai-Mee & Karlyn Ching and also Lot 10 as shown on a map entitled "Subdivision Map Section 2 Manor Estates" filed as map no. 21260;

thence running along the Easterly side of Lot 10 the following course and distance:

North 01 degrees 20 minutes 50 seconds East, 26.81 feet to a point on the Southwesterly corner of Deertrack Lane;

thence turning and running along the Southerly side of Deertrack Lane the following course and distance:

South 88 degrees 39 minutes 50 seconds East, 50.00 feet to the Southwest corner of lands now or formerly Gary & Paula Levine, the Southwest corner of Lot 9 on said map no. 21260 and the Northwesterly corner of Open Space Parcel "F";

thence turning and running along the Westerly and Southerly side of Open Space Parcel "F" the following courses and distances:

South 01 degrees 20 minutes 50 seconds West, 26.81 feet;

along a curve to the left having a radius of 175.00 feet and a length of 94.26 feet;

South 29 degrees 30 minutes 53 seconds East, 38.33 feet;

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along a curve to the left having a radius of 15.00 feet and a length of 22.20 feet;
along a curve to the right having a radius of 425.00 feet and a length of 363.51 feet;

South 65 degrees 17 minutes 33 seconds East, 138.15 feet;

along a curve to the left having a radius of 175.00 feet and a length of 114.73 feet;

North 77 degrees 08 minutes 42 seconds East, 143.97 feet;

along a curve to the right having a radius of 225.00 feet and a length of 57.90 feet;

South 88 degrees 06 minutes 43 seconds East, 241.22 feet

along a curve to the left having a radius of 30.00 feet and a length of 24.38 feet;

thence turning and running along the Southerly side of Open Space Parcel "F", the Westerly side of Common Drive "B", the Northwesterly side of Open Space Parcel "E" and the Northeasterly side of Common Drive "A" the following course and distance:

along a curve to the right having a radius of 50.00 feet and a length of 238.36 feet;

thence turning and running along the Northeasterly side of Common Drive "A" and the Northerly side of Open Space Parcel "D" and the Northerly and Westerly side of Open Space Parcel "C" the following courses and distances:

along a curve to the left having a radius of 30.00 feet and a length of 24.38 feet;

North 88 degrees 06 minutes 43 degrees West, 241.22 feet;

along a curve to the left having a radius of 175.00 feet and a length of 45.03 feet;

South 77 degrees 08 minutes 42 seconds West, 143.97 feet;

along a curve to the right having a radius of 225.00 feet and a length of 147.51 feet;

North 65 degrees 17 minutes 33 seconds West, 138.15 feet;

along a curve to the left having a radius of 375.00 feet and a length of 701.44 feet;

South 07 degrees 32 minutes 08 seconds West, 146.95 feet;

along a curve to the right having a radius of 225.00 feet and a length of 19.44 feet;

South 12 degrees 29 minutes 09 seconds West, 457.41 feet;

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along a curve to the left having a radius of 175.00 feet and a length of 57.73 feet;

South 06 degrees 24 minutes 59 seconds East, 100.83 feet;

along a curve to the right having a radius of 225.00 feet and a length of 52.03 feet to a point on the Westerly side of lands formerly Wild Oaks Park, Inc. and now or formerly Waccabuc Farms Of Goldens Bridge, Inc.;

running thence along the Westerly side of said lands and the Westerly side of Open Space Parcel "A" the following courses and distances:

South 06 degrees 50 minutes 00 seconds West, 160.67 feet;

along a curve to the right having a radius of 225.00 feet and a length of 62.69 feet;

South 22 degrees 47 minutes 50 seconds West, 171.40 feet;

along a curve to the left having a radius of 175.00 feet and a length of 62.81 feet;

South 02 degrees 13 minutes 54 seconds West, 62.58 feet;

along a curve to the left having a radius of 25.00 feet and a length of 39.32 feet to the point and place of beginning.

containing therein 3.6705 acres.

[drive]

WESTCHESTER COUNTY DEPT. OF HEALTH
 PROPOSED INDIVIDUAL WELLS/SEWAGE
 TREATMENT SYSTEM

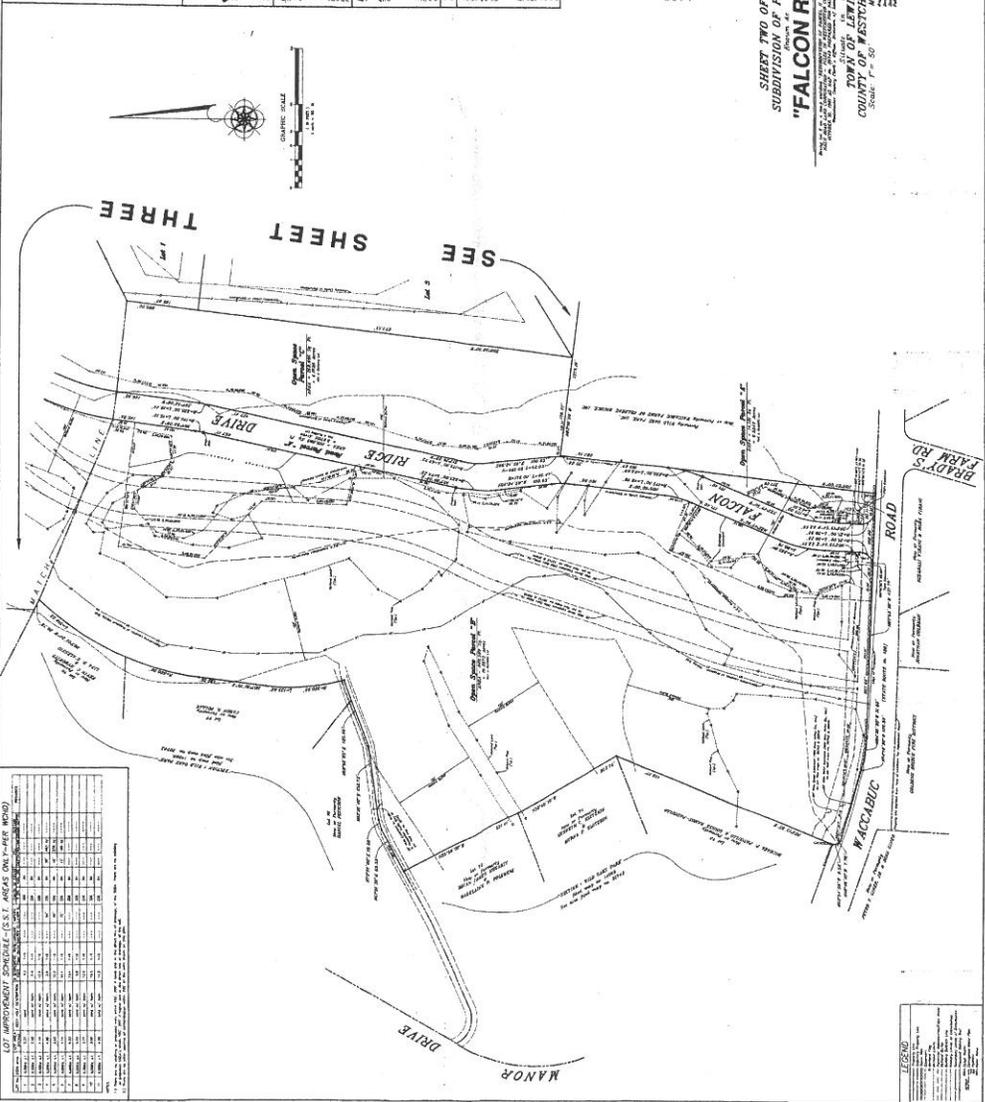
APPROVED BY THE HEALTH OFFICER OF THE
 TOWN OF WESTCHESTER, N.Y.
 DATE: 11/15/10

DESIGNED BY:
 ENGINEERING STUDY & DESIGN, INC.
 ANTHONY S. FISHER, P.E., P.C.

SURVEYOR'S CERTIFICATION
 DONNELLY LAND SURVEYING, P.C.
 ACCREDITED 7-17-04

FILED BY: JRM
 NUMBER: 201002
 TOWN: WESTCHESTER

SHEET TWO OF FOUR
 SUBDIVISION OF PROPERTY
 "FALCON RIDGE"
 TOWN OF WESTCHESTER, NY
 COUNTY OF WESTCHESTER, NY



LOT IMPROVEMENT SCHEDULE (S.S.T. AREAS ONLY - PER W.C.D.)

Lot Area (sq. ft.)	Minimum Lot Area (sq. ft.)	Minimum Front Setback (ft.)	Minimum Side Setback (ft.)	Minimum Rear Setback (ft.)	Minimum Front Yard Coverage (%)	Minimum Side Yard Coverage (%)	Minimum Rear Yard Coverage (%)
10,000 - 15,000	10,000	10	5	10	10	10	10
15,000 - 20,000	15,000	10	5	10	10	10	10
20,000 - 25,000	20,000	10	5	10	10	10	10
25,000 - 30,000	25,000	10	5	10	10	10	10
30,000 - 35,000	30,000	10	5	10	10	10	10
35,000 - 40,000	35,000	10	5	10	10	10	10
40,000 - 45,000	40,000	10	5	10	10	10	10
45,000 - 50,000	45,000	10	5	10	10	10	10
50,000 - 55,000	50,000	10	5	10	10	10	10
55,000 - 60,000	55,000	10	5	10	10	10	10
60,000 - 65,000	60,000	10	5	10	10	10	10
65,000 - 70,000	65,000	10	5	10	10	10	10
70,000 - 75,000	70,000	10	5	10	10	10	10
75,000 - 80,000	75,000	10	5	10	10	10	10
80,000 - 85,000	80,000	10	5	10	10	10	10
85,000 - 90,000	85,000	10	5	10	10	10	10
90,000 - 95,000	90,000	10	5	10	10	10	10
95,000 - 100,000	95,000	10	5	10	10	10	10
100,000 - 105,000	100,000	10	5	10	10	10	10
105,000 - 110,000	105,000	10	5	10	10	10	10
110,000 - 115,000	110,000	10	5	10	10	10	10
115,000 - 120,000	115,000	10	5	10	10	10	10
120,000 - 125,000	120,000	10	5	10	10	10	10
125,000 - 130,000	125,000	10	5	10	10	10	10
130,000 - 135,000	130,000	10	5	10	10	10	10
135,000 - 140,000	135,000	10	5	10	10	10	10
140,000 - 145,000	140,000	10	5	10	10	10	10
145,000 - 150,000	145,000	10	5	10	10	10	10
150,000 - 155,000	150,000	10	5	10	10	10	10
155,000 - 160,000	155,000	10	5	10	10	10	10
160,000 - 165,000	160,000	10	5	10	10	10	10
165,000 - 170,000	165,000	10	5	10	10	10	10
170,000 - 175,000	170,000	10	5	10	10	10	10
175,000 - 180,000	175,000	10	5	10	10	10	10
180,000 - 185,000	180,000	10	5	10	10	10	10
185,000 - 190,000	185,000	10	5	10	10	10	10
190,000 - 195,000	190,000	10	5	10	10	10	10
195,000 - 200,000	195,000	10	5	10	10	10	10
200,000 - 205,000	200,000	10	5	10	10	10	10
205,000 - 210,000	205,000	10	5	10	10	10	10
210,000 - 215,000	210,000	10	5	10	10	10	10
215,000 - 220,000	215,000	10	5	10	10	10	10
220,000 - 225,000	220,000	10	5	10	10	10	10
225,000 - 230,000	225,000	10	5	10	10	10	10
230,000 - 235,000	230,000	10	5	10	10	10	10
235,000 - 240,000	235,000	10	5	10	10	10	10
240,000 - 245,000	240,000	10	5	10	10	10	10
245,000 - 250,000	245,000	10	5	10	10	10	10
250,000 - 255,000	250,000	10	5	10	10	10	10
255,000 - 260,000	255,000	10	5	10	10	10	10
260,000 - 265,000	260,000	10	5	10	10	10	10
265,000 - 270,000	265,000	10	5	10	10	10	10
270,000 - 275,000	270,000	10	5	10	10	10	10
275,000 - 280,000	275,000	10	5	10	10	10	10
280,000 - 285,000	280,000	10	5	10	10	10	10
285,000 - 290,000	285,000	10	5	10	10	10	10
290,000 - 295,000	290,000	10	5	10	10	10	10
295,000 - 300,000	295,000	10	5	10	10	10	10
300,000 - 305,000	300,000	10	5	10	10	10	10
305,000 - 310,000	305,000	10	5	10	10	10	10
310,000 - 315,000	310,000	10	5	10	10	10	10
315,000 - 320,000	315,000	10	5	10	10	10	10
320,000 - 325,000	320,000	10	5	10	10	10	10
325,000 - 330,000	325,000	10	5	10	10	10	10
330,000 - 335,000	330,000	10	5	10	10	10	10
335,000 - 340,000	335,000	10	5	10	10	10	10
340,000 - 345,000	340,000	10	5	10	10	10	10
345,000 - 350,000	345,000	10	5	10	10	10	10
350,000 - 355,000	350,000	10	5	10	10	10	10
355,000 - 360,000	355,000	10	5	10	10	10	10
360,000 - 365,000	360,000	10	5	10	10	10	10
365,000 - 370,000	365,000	10	5	10	10	10	10
370,000 - 375,000	370,000	10	5	10	10	10	10
375,000 - 380,000	375,000	10	5	10	10	10	10
380,000 - 385,000	380,000	10	5	10	10	10	10
385,000 - 390,000	385,000	10	5	10	10	10	10
390,000 - 395,000	390,000	10	5	10	10	10	10
395,000 - 400,000	395,000	10	5	10	10	10	10
400,000 - 405,000	400,000	10	5	10	10	10	10
405,000 - 410,000	405,000	10	5	10	10	10	10
410,000 - 415,000	410,000	10	5	10	10	10	10
415,000 - 420,000	415,000	10	5	10	10	10	10
420,000 - 425,000	420,000	10	5	10	10	10	10
425,000 - 430,000	425,000	10	5	10	10	10	10
430,000 - 435,000	430,000	10	5	10	10	10	10
435,000 - 440,000	435,000	10	5	10	10	10	10
440,000 - 445,000	440,000	10	5	10	10	10	10
445,000 - 450,000	445,000	10	5	10	10	10	10
450,000 - 455,000	450,000	10	5	10	10	10	10
455,000 - 460,000	455,000	10	5	10	10	10	10
460,000 - 465,000	460,000	10	5	10	10	10	10
465,000 - 470,000	465,000	10	5	10	10	10	10
470,000 - 475,000	470,000	10	5	10	10	10	10
475,000 - 480,000	475,000	10	5	10	10	10	10
480,000 - 485,000	480,000	10	5	10	10	10	10
485,000 - 490,000	485,000	10	5	10	10	10	10
490,000 - 495,000	490,000	10	5	10	10	10	10
495,000 - 500,000	495,000	10	5	10	10	10	10

28402

WESTCHESTER COUNTY DEPT. OF HEALTH
PROPOSED INDIVIDUAL WELL/SEWAGE
SEWER TREATMENT SYSTEM

APPROVED BY RESOLUTION OF THE
LEWISBURG TOWN PLANNING BOARD

APPROVED BY THE COMMUNITY BOARD

ENGINEERING DESIGN & DESIGN BY

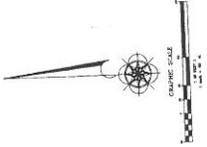
ANTHONY S. BISHOP, P.E., P.C.

SEWERAGE CERTIFICATION

FILED: 3/1/88
NUMBER: 28402

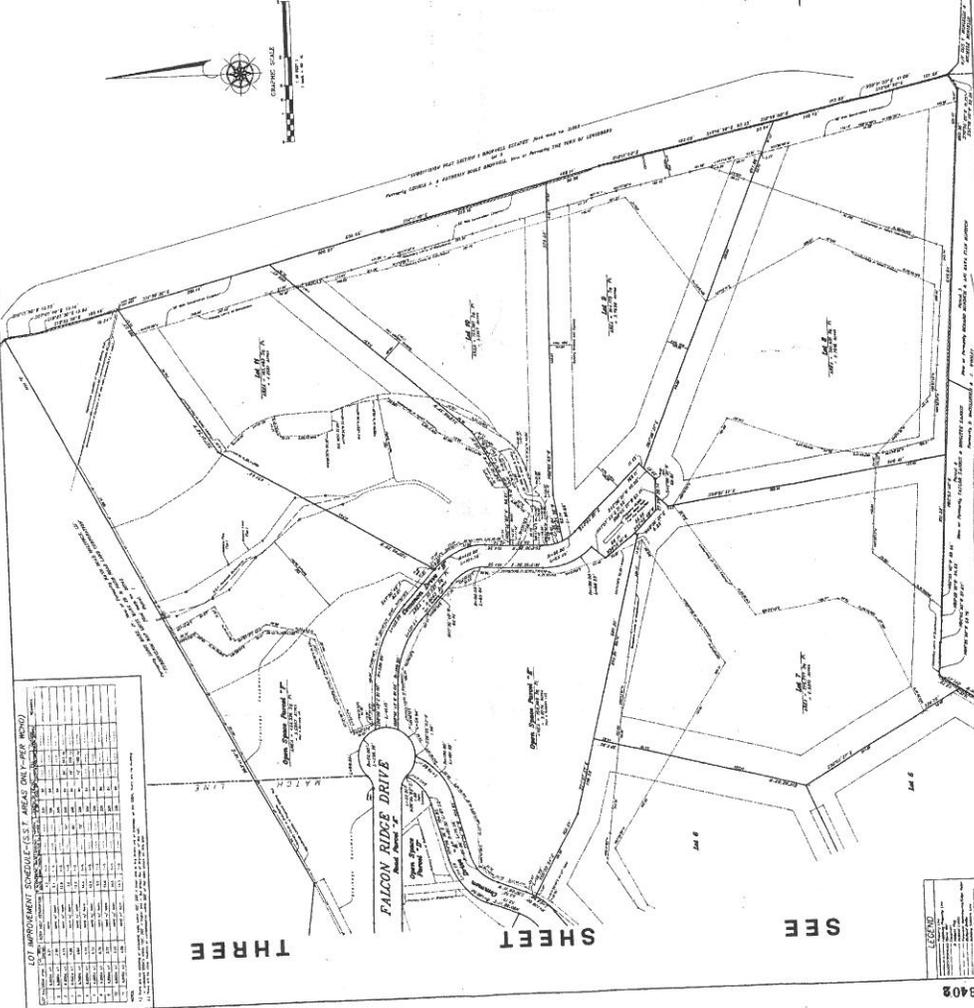
CONSELY AND
SOKRISTAD, P.C.

SHEET FOUR OF FOUR
SUBDIVISION OF PROPERTY
"FALCON RIDGE"
TOWN OF LEWISBURG
COUNTY OF WESTCHESTER, NY



LOT IMPROVEMENT SCHEDULE (C.S. 7 AREAS ONLY - SEE NOTES)

LOT NO.	AREA (SQ. FT.)	SEWER	WATER	SEWER	WATER	SEWER	WATER	SEWER	WATER
1	10,000	12"	12"	12"	12"	12"	12"	12"	12"
2	10,000	12"	12"	12"	12"	12"	12"	12"	12"
3	10,000	12"	12"	12"	12"	12"	12"	12"	12"
4	10,000	12"	12"	12"	12"	12"	12"	12"	12"
5	10,000	12"	12"	12"	12"	12"	12"	12"	12"
6	10,000	12"	12"	12"	12"	12"	12"	12"	12"
7	10,000	12"	12"	12"	12"	12"	12"	12"	12"
8	10,000	12"	12"	12"	12"	12"	12"	12"	12"
9	10,000	12"	12"	12"	12"	12"	12"	12"	12"
10	10,000	12"	12"	12"	12"	12"	12"	12"	12"
11	10,000	12"	12"	12"	12"	12"	12"	12"	12"
12	10,000	12"	12"	12"	12"	12"	12"	12"	12"
13	10,000	12"	12"	12"	12"	12"	12"	12"	12"
14	10,000	12"	12"	12"	12"	12"	12"	12"	12"
15	10,000	12"	12"	12"	12"	12"	12"	12"	12"
16	10,000	12"	12"	12"	12"	12"	12"	12"	12"
17	10,000	12"	12"	12"	12"	12"	12"	12"	12"
18	10,000	12"	12"	12"	12"	12"	12"	12"	12"
19	10,000	12"	12"	12"	12"	12"	12"	12"	12"
20	10,000	12"	12"	12"	12"	12"	12"	12"	12"
21	10,000	12"	12"	12"	12"	12"	12"	12"	12"
22	10,000	12"	12"	12"	12"	12"	12"	12"	12"
23	10,000	12"	12"	12"	12"	12"	12"	12"	12"
24	10,000	12"	12"	12"	12"	12"	12"	12"	12"
25	10,000	12"	12"	12"	12"	12"	12"	12"	12"
26	10,000	12"	12"	12"	12"	12"	12"	12"	12"
27	10,000	12"	12"	12"	12"	12"	12"	12"	12"
28	10,000	12"	12"	12"	12"	12"	12"	12"	12"
29	10,000	12"	12"	12"	12"	12"	12"	12"	12"
30	10,000	12"	12"	12"	12"	12"	12"	12"	12"
31	10,000	12"	12"	12"	12"	12"	12"	12"	12"
32	10,000	12"	12"	12"	12"	12"	12"	12"	12"
33	10,000	12"	12"	12"	12"	12"	12"	12"	12"
34	10,000	12"	12"	12"	12"	12"	12"	12"	12"
35	10,000	12"	12"	12"	12"	12"	12"	12"	12"
36	10,000	12"	12"	12"	12"	12"	12"	12"	12"
37	10,000	12"	12"	12"	12"	12"	12"	12"	12"
38	10,000	12"	12"	12"	12"	12"	12"	12"	12"
39	10,000	12"	12"	12"	12"	12"	12"	12"	12"
40	10,000	12"	12"	12"	12"	12"	12"	12"	12"
41	10,000	12"	12"	12"	12"	12"	12"	12"	12"
42	10,000	12"	12"	12"	12"	12"	12"	12"	12"
43	10,000	12"	12"	12"	12"	12"	12"	12"	12"
44	10,000	12"	12"	12"	12"	12"	12"	12"	12"
45	10,000	12"	12"	12"	12"	12"	12"	12"	12"
46	10,000	12"	12"	12"	12"	12"	12"	12"	12"
47	10,000	12"	12"	12"	12"	12"	12"	12"	12"
48	10,000	12"	12"	12"	12"	12"	12"	12"	12"
49	10,000	12"	12"	12"	12"	12"	12"	12"	12"
50	10,000	12"	12"	12"	12"	12"	12"	12"	12"



SEE SHEET THREE

28402

THIS AGREEMENT made this _____ day of _____, 2016 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) acting by and through the Office of the County Executive (hereinafter referred to as the “Department”)

and

TOWN OF LEWISBORO a municipal corporation of the State of New York, having an office and place of business at _____ (hereinafter referred to as the “Municipality”)

WHEREAS, the Energy Improvement and Extension Act of 2008 added a new Section 54D to the Internal Revenue Code (“Section 54D”) containing program provisions specific to Qualified Energy Conservation Bonds (“QECCBs”); and

WHEREAS, pursuant to Section 54D, as amended, the County has received a direct “first instance allocation” of the national bond volume cap for QECCBs in the amount of \$7,880,242 (“QECCB Cap”); and

WHEREAS, the Board of Legislators of the County of Westchester has adopted Act 172-2013 (the “Act”) which authorizes the reservation of fifty percent (50%) of the County’s QECCB Cap, for use by municipalities in the County that have designated the Energy Improvement Corporation (“EIC”) as their instrumentality for the purpose of financing the acquisition, construction and installation of renewable energy systems and energy efficiency improvements and the verification of the installation of such systems and improvements pursuant to Article 5-L of the New York General Municipal Law (“Eligible Municipalities”); and

WHEREAS, the Act further authorized the County Executive to request proposals from Eligible Municipalities for the use of QECCB proceeds within such Eligible Municipalities to finance “Green Community Program” improvements to commercially-owned properties pursuant to Section 54D; and

WHEREAS, the Municipality is a member of EIC; and

WHEREAS, in response to such request for proposals, the Municipality has submitted a completed “Request for Suballocation of QECCB Cap” form (the “Request”) (attached hereto as Schedule “A”); and

WHEREAS, the Request sets forth:

(i) the proposed conservation purposes to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of the County's QECB Cap and the reasonably estimated cost of the proposed purposes to be so financed,

(ii) the proposed sum of the costs to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of the County's QECB Cap, including costs of issuance (as limited by Internal Revenue Code Section 54A(e)(4)), which sum is equal to the sum of (a) the sub-allocation of QECB Cap requested hereby and (b) the earnings reasonably expected to be derived from the investment thereof,

(iii) a statement that the proposed purposes to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of the County's QECB Cap are described in, or are consistent with, Q/A-10 of Notice 2012-44, 2012-28 I.R.B. 45, relating to green community programs,

(iv) a statement that the proposed expenditures to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of the County's QECB Cap are properly chargeable to capital account for federal income tax purposes,

(v) a statement that, except for costs of issuance, the proposed expenditures to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of the County's QECB Cap relate to conservation purposes located solely within the corporate boundaries of the Municipality; and

(vi) a representation that, when timely, the Municipality will cause a certificate to be provided to the County to the effect that (a) all proceeds of the QECBs to be issued by EIC pursuant to the sub-allocation of the County's QECB Cap, and all earnings derived from the investment of such proceeds, have been expended for the intended purposes of the issue, or (b) if such proceeds and earnings are not or cannot be expended within the maximum period permitted by law, that all unspent amounts have been timely allocated to the redemption of the QECBs issued by EIC; and

WHEREAS, the County Executive or his designee has negotiated with the Municipality and EIC, and has agreed upon the terms of this intermunicipal agreement to effectuate the sub-allocation of a portion of the County's QECB Cap to, and use of such QECB Cap by, the Municipality for eligible "Green Community Program" projects located within the Municipality

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

Section 1. The County hereby sub-allocates \$72,850.00 of the County's QECB Cap determined under Section 54D(e) of the Internal Revenue Code of 1986 (the "Code") to EIC for issuance on behalf of the Municipality.

Section 2. Each of the conservation purposes to be financed with proceeds of QECBs to be issued by EIC pursuant to this intermunicipal agreement and the reasonably estimated cost of the purposes to be so financed are set forth in the attached Schedule "B".

Section 3. The sum of the costs to be financed with proceeds of QECCBs to be issued by EIC pursuant to this intermunicipal agreement, including costs of issuance (as limited by Code Section 54A(e)(4)), is \$72,850.00 which the Municipality hereby represents is equal to the sum of (a) the sub-allocation of QECCB Cap requested hereby and (b) the earnings reasonably expected to be derived from the investment thereof.

Section 4. The Municipality represents that the purposes to be financed with proceeds of QECCBs to be issued by EIC pursuant to this intermunicipal agreement are described in, or are consistent with, Q/A-10 of Notice 2012-44, 2012-28 I.R.B. 45, relating to green community programs.

Section 5. The Municipality represents that the expenditures to be financed with proceeds of QECCBs to be issued by EIC pursuant to this intermunicipal agreement are properly chargeable to capital account of the Municipality for federal income tax purposes;

Section 6. The Municipality represents that, except for costs of issuance, the expenditures to be financed with proceeds of QECCBs to be issued by EIC pursuant to this intermunicipal agreement relate to conservation purposes located solely within the corporate boundaries of the Municipality.

Section 7. The Municipality agrees, when timely, to cause a certificate to be provided to the County to the effect that (a) all proceeds of the QECCBs to be issued by EIC pursuant to the sub-allocation of the County's QECCB Cap, and all earnings derived from the investment of such proceeds, have been expended for the intended purposes of the issue, or (b) if such proceeds and earnings are not or cannot be expended within the maximum period permitted by law, that all unspent amounts have been timely allocated to the redemption of the QECCBs issued by EIC.

Section 8. The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or intentional acts of the County, its officers, employees and agents, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality;

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) such indemnifications and the provision of defenses to the County as set forth in subsections (a) and (b) of this Section 8 shall survive the term of this Agreement.

Section 9. Except as set forth in Section 8 hereof, the term of this Agreement shall commence upon execution and shall continue for the life of any bonds issued by EIC on behalf of the Municipality utilizing the sub-allocation granted by the County in this Agreement. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 10. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Office of the County Executive
Attn: Deputy County Executive
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601
County of Westchester
White Plains, New York 10601

With a copy to:

County Attorney
Chief of Staff
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

Town of Lewisboro

_____, New York _____

With a copy to:

Energize New York
French Hill Elementary School
2051 Baldwin Road, Suite 107
Yorktown Heights, NY 10598

Section 11. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 12. This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 13. The Municipality and the County agree that the Municipality and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 14. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 15. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 16. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 17. There shall be no monetary consideration due the County from the Municipality for the sub-allocation of a portion of the County's QECB Cap; it being understood and agreed to by the parties that the mutual benefit of the acquisition, construction and installation of renewable energy systems and energy efficiency improvements within the County shall constitute full and complete consideration for such sub-allocation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____

Department _____

TOWN OF LEWISBORO

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No ____-2016 at a meeting duly held on _____, 2015

Approved by the Board of Acquisition and Contract of the County of Westchester on the ___ day of ___, 2016.

Approved as to form and
Manner of execution:

Assistant County Attorney
County of Westchester

Date

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____, 2016, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

_____ *(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ___ day of _____, 2016, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,

(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that

he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

Request for Sub-Allocation of QECB Cap

The undersigned, as authorized by resolution of the Town Board of the Town of LEWISBORO New York (the "Town") adopted JANUARY XX, 2016, does hereby request that the County of Westchester (the "County") sub-allocate \$72,850.00 of the County's issuing authority with respect to qualified energy conservation bonds ("QECB Cap") determined under Section 54D(e) of the Internal Revenue Code of 1986 (the "Code") to Energy Improvement Corporation ("EIC"). EIC is a constituted authority of its members, including the Town of LEWISBORO with full power and authority to issue qualified energy conservation bonds ("QECBs") on behalf of the Town and for the attainment of which a Sub-Allocation of QECB Cap is requested.

In furtherance of the within Request for Sub-Allocation of QECB Cap (the "Request"), the undersigned, on behalf of the Town of LEWISBORO and in reliance on the attached certificate of EIC, certifies and represents as follows:

1. Each of the conservation purposes to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of QECB Cap and the reasonably estimated cost of the purposes to be so financed are set forth on the schedule attached hereto (the "Schedule");
2. The sum of the costs to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of QECB Cap, including costs of issuance (as limited by Code Section 54A(e)(4)), is \$72,850.00, which is equal to the sum of (a) the sub-allocation of QECB Cap requested hereby and (b) the earnings reasonably expected to be derived from the investment thereof;
3. The purposes to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of QECB Cap are described in, or are consistent with, Q/A-10 of Notice 2012-44, 2012-28 I.R.B. 45, relating to green community programs;
4. The expenditures to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of QECB Cap are properly chargeable to capital account for federal income tax purposes;
5. Except for costs of issuance, the expenditures to be financed with proceeds of QECBs to be issued by EIC pursuant to the sub-allocation of QECB Cap relate to conservation purposes located solely within the corporate boundaries of the Town; and
6. When timely, the Town will cause a certificate to be provided to the County to the effect that (a) all proceeds of the QECBs to be issued by EIC pursuant to the sub-allocation of QECB Cap, and all earnings derived from the investment of such proceeds, have been expended for the intended purposes of the issue, or (b) if such proceeds and earnings are not or cannot be expended within the maximum period permitted by law, that all unspent amounts have been timely allocated to the redemption of the QECBs issued by EIC.

The Town of LEWISBORO of Westchester, New York

By: _____

Name: _____

Office: _____

Dated: _____, 2016

SCHEDULE "B"
CONSERVATION PURPOSES TO BE FINANCED WITH PROCEEDS OF QECBs

Agreement between Contractor and Owner

Date 10/28/2015

Contractor

Healthy Home Energy & Consulting, Inc
362 Adams Street
Bedford Hills, NY 10507
Phone: (914) 242-9733 Fax: (914) 470-0505 email: info@gethealthyhome.com
Westchester Home Improvement License # WC-22166-H09

Owner

Name Owensville HDFC
Address 141 Tompkins Avenue 3rd Floor, Pleasantville, New York 10570
Phone 914-420-5302
Email ggranelli@a-homehousing.org

Re: The property located at 305 Smith Ridge Road, South Salem, New York 10590

Services provided as follows:

Kitchen Attic Insulation (Cellulose) \$4,627.00

Create access and remove existing fiberglass insulation at attic flat. Air seal conditioned space/attic interface.
Supply and Install loose fill cellulose at attic flat to R-value not less than 42

Exterior Wall Insulation \$15,567.00

Create access as required and install Dense Pak cellulose to exterior walls to an R-Value of not less than 13.

Basement Ceiling Insulation \$8,968.00

Remove existing insulation. Supply and Install 2 pound closed cell foam to basement ceiling to an R-value not less than 21.

Roof Insulation \$6,476.00

Create access as required and install Dense Pak cellulose to flat roof to an R-Value of not less than 30.

Boiler Replacement \$10,500.00

Supply and install a new Biasi B-10-7 oil fired boiler. Reuse the existing indirect hot water heater.
Install sheet metal above the boiler location

Window Replacement \$28,842.00

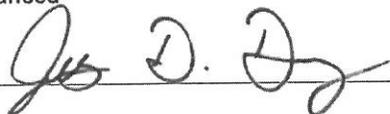
Remove existing windows and haul away all debris.
Supply and install 24 Energy Star Certified Anderson replacement windows. U-Factor: 0.30, SHGC: 0.19
Replacement windows to match existing aesthetic. All carpentry included.

Perimeter Air Sealing \$6,422.00

Air seal using caulk and expanding foam at perimeter fenestrations, baseboards, and interior trim.

NOTE: During the process of insulation installation or removal, while extensive care is taken not to damage any wiring, structure, or plumbing there may be some unavoidable damage to those items. Any pre-existing conditions shall be noted by Contractor and communicated to Owner prior to work or during work if an existing problem is discovered. Such the repair of that potential pre-existing damage will be at the sole cost of the Owner. Contractor shall use its best efforts to prevent damage for occurring during its work. Any gross negligence or willful misconduct by Contractor or its agents damaging the home shall be at the sole expense of Contractor for repair. For all installed work, all finish taping and painting is not included and shall be provided by other.

Total for the above	\$81,402.00
NYSERDA AHP Incentive	-\$10,000.00
Total Amount Financed	\$71,402.00

Contractor  Date 10/28/15

Owner _____ Date 10/28/15

Notice of Cancellation

Date: October 28, 2015

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF THE CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A FAX TO:

Healthy Home Energy & Consulting, Inc
362 Adams Street
Bedford Hills, NY 10507
Fax: (914) 470-0505

NOT LATER THAN MIDNIGHT OF (3 days after signed agreement).

I HEREBY CANCEL THIS TRANSACTION.

_____ Signed

_____ Date

Home Performance with ENERGY STAR[®] Customer Information Form



NYSERDA

Participating contractors in the NY Home Performance with ENERGY STAR Program are **independent** home improvement contractors. Participating contractors are required to be a Building Performance Institute GoldStar Contractor. BPI is a national resource for building science technology that sets standards for assessing and improving the energy performance of homes. The contractors who participate in the program are solely responsible to provide warranty of their work for one year. Neither NYSERDA, nor any of its designees, provide warranties on the products or services of participating contractors.

Section I. Contractor and Utility Account Holder Information

Customer Name	A Home	Contractor Company Name	Healthy Home Energy & Consulting, Inc.
Customer Address:	305 Smith Ridge Rd.		
City	South Salem	Zip	10590

Section II. Selected Customer Incentive

- High Efficiency Measure Incentive *(for eligible measures only)*
- Assisted Home Performance Workslope Incentive *(customer must meet income eligibility requirements).*
- Residential Loan Fund Lender:
- Smart Energy Loan, originated by Energy Finance Solutions *(customer must meet all eligibility requirements).*
- On-Bill Recovery Loan, originated by Energy Finance Solutions *(customer must meet all eligibility requirements).*

I acknowledge that funding for the 10% High Efficiency Measure Incentive and the 50% Assisted Home Performance Workslope Incentive is limited and available on a first come, first served basis contingent upon funding availability. Customer Initials

Section III. Customer Signature

Financial Incentive/Rebate Payment Coordination

I authorize NYSERDA, or its designee, to release my participant information (name, address, phone number, and installed eligible measure) to my utility(s) to verify program eligibility and to ensure proper payment/accounting of payments or incentives from similarly funded programs. Except in limited circumstances as provided by special agreement with PSEGLI, customers are not eligible to receive financial incentive rebates for the same eligible measure from NYSERDA and an electric or natural gas utility. However, a Green Jobs-Green New York loan may be utilized to finance work after all applicable NYSERDA and Utility incentives have been deducted from the contract cost.

Utility Information - Enter in electric utility territory & primary heating fuel information below

Electric Utility Territory		Gas Utility Territory	
<input type="checkbox"/> Central Hudson G&E	<input checked="" type="checkbox"/> NYSEG	<input type="checkbox"/> Central Hudson G&E	<input type="checkbox"/> National Grid - Upstate
<input type="checkbox"/> Consolidated Edison	<input type="checkbox"/> Orange & Rockland	<input type="checkbox"/> Consolidated Edison	<input type="checkbox"/> NYSEG
<input type="checkbox"/> National Grid	<input type="checkbox"/> Rochester G&E	<input type="checkbox"/> Corning Gas	<input type="checkbox"/> Orange & Rockland
<input type="checkbox"/> PSEGLI		<input type="checkbox"/> National Fuel	<input type="checkbox"/> Rochester G&E
<input type="checkbox"/> Other Electric Utility Name: <input type="text"/>		<input type="checkbox"/> National Grid - LI	<input type="checkbox"/> St. Lawrence Gas
		<input type="checkbox"/> National Grid - NYC	
Electric Account Number: <input type="text" value="1001-6174-814"/>		Gas Account Number: <input type="text"/>	
Other Heating Fuel Type: <input type="text" value="Oil"/>	Other Heating Fuel Provider: <input type="text" value="Robison Oil"/>		
	Account Number: <input type="text" value="AHOSM"/>		

I hereby authorize the energy suppliers named above to release information on my energy usage, including account number(s), to NYSERDA, or its designee, for two years prior to the application date and three years after the installation of an eligible measure. The information will be used for energy savings estimations and evaluation purposes only. Confidentiality will be protected to the full extent of the law.

I certify that the information contained above is accurate and complete and that I received the 4-page NYSERDA customer information packet titled, "So What's Next?" and have read and understand it.

Customer Signature:

Date:

Customer - please return this document to your participating contractor.

Contractor - submit through the NY HP Portal.

June 2015

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.



Draft Board Term Sheet: Apropos Housing

Applicant/Owner:	Apropos Housing
Applicant/Owner Type:	Corporation
Applicant Street Address:	141 Tompkins Rd.
City, State, Zip Code	Pleasantville, NY 10570

Property to be Financed:

Property Street Address	305 Smith Ridge Road
City, State, Zip Code	Lewisboro, NY 10590

Tax Lot/Parcel ID:	10056-010-049C
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Property Appraised Value:	\$784,796.00
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Maximum Financing Amount (Limited to 10% of Property Appraised Value)	\$78,479.60
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*If Total Principal Financing Requested exceeds Maximum Financing Amount,
Total Principal Financing Approved is limited to 10% of Appraised Property Value:*

Financing Request by Applicant/Owner:

QECB Financing Amount	
Construction Amount (QECB eligible)	\$71,402.00
QECB Eligible EIC Fees Paid at Closing	\$1,448.00
QECB Financing Amount	<u>\$72,850.00</u>

Taxable Financing Amount	
Non -QECB Financing Amount	\$0.00
NON-QECB EIC Fees Paid at Closing	\$1,436.93
NON-QECB EIC Application Fee:	\$0.00
NON-QECB Title Search	\$0.00
NON-QECB Appraisal Fee:	\$0.00
Taxable Financing Amount	<u>\$1,436.93</u>
Total Principal Financing Requested:	<u>\$74,286.93</u>

Cash Closing Cost to be paid by Applicant/Owner: (Difference between Principal Approved and Requested)	\$0.00
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Total Principal Financing Approved	<u>\$74,286.93</u>
Capitalized Interest	<u>\$2,395.05</u>
Total Financing Amount	\$76,681.98

Anticipated Funding Date	3/31/16
QEBC Subsidized Annual Interest Rate (Fixed)	2.764%



Draft Board Term Sheet: Apropos Housing

Annual Percentage Rate	2.8004%
Simple Interest Rate	2.9135%
Term (Years)	20
Annual Installments	\$5,091.10
First Annual Installment Payment Due Date	5/1/17
Last Annual Installment Payment Due Date	5/1/36
Disbursement of Funds at Funding Date	
Payment to (from) Applicant/Owner	
Construction Amount	\$71,402.00
EIC Application Fee (if financed)	\$0.00
Title Search Fee (if financed)	\$0.00
Closing Cost (Due from Applicant/Owner)	(\$875.00)
Total Net Payment to Applicant/Owner	\$70,527.00
Finance Fee Paid to EIC	\$2,884.93
Application Fee Reimbursed to EIC	\$0.00
Capitalized Interest Held by Trustee Bank	\$3,270.05
TOTAL FUNDS DISBURSED	\$76,681.98

Transaction Summary:

Apropos Housing is a 501 (3) (c) entity linked to A-Home, which provides affordable *rental* housing in northern Westchester by purchasing, developing and managing properties. Its programs include independent supportive living for low-income older adults and disabled individuals and apartments for single parent families.

Apropos owns and operates the Lengyel House, the subject property, which is a historic home built in the late 1800's in South Salem, NY. It was purchased by in August 1991 and opened in May 1992; it houses up to eight men and women with disabilities.

This loan will finance a multi-measure energy efficiency project that will include basement ceiling insulation, kitchen attic insulation, exterior wall insulation, roof insulation, replacement of the boiler, window replacement, and perimeter air sealing. The project is anticipated to generate average gross energy cost savings of \$5,144. Annual savings after debt service is \$53, which yields a Savings to Investment Ratio of 1.34x and positive cash flow of 1.04%.

Underwriting Checklist:

- **SIR > 1: Yes**
 - (Average Annual Savings x Term)/(Net Pmt to Owner + Finance Fee + Cap I)
 - (5,144 x 20)/(76,682) = 1.34
- **Positive Cash Flow > 1%: Yes**
 - (Net Average Annual Savings/Annual Charge)



Draft Board Term Sheet: Apropos Housing

- $(53/5,091) = 1.04\%$
- LTV: Less than 80%: **Yes** (Mortgage outstanding / Appraised Value): $348,000 / 784,796 = 44\%$
- Lender Consent: Yes, by The Westchester Bank.
- Appraisal: Yes, Town of Lewisboro Assessor: \$784,796.
- Loan within 10% of appraised property value: Yes, property supports a loan of up to \$78,479.
- Bankruptcy: None, per Title / Bankruptcy search.
- Liens: None, per Title / Bankruptcy search
- Tax Defaults: None, per Title / Bankruptcy search
- Scope of Work: Yes, approved by NYSERDA
- SEQRA Certificate: Completed
- Financing repaid over a term not to exceed the weighted average useful life of the improvements: Yes, 20- year term and estimated WAL of 29.2 Years.

Recommendation: This transaction adheres to all of EIC's underwriting criteria and the Applicant has supplied all necessary supporting documentation. Accordingly, I recommend approval of this transaction based on the foregoing.

Respectfully,

Michael Castracan
Director of Underwriting