



**TOWN OF LEWISBORO
TOWN BOARD WORK SESSION
AGENDA
TOWN HOUSE
MARCH 14, 2016
7:30 P.M.**

PUBLIC COMMENT

COMMUNICATIONS

New York State Department of Transportation Regarding I684 and Route 123

CONSENT AGENDA

- **Approval of Minutes of February 22, 2016**
- **Monthly Reports February 2016**
 - **Building Department**
 - **Police Department**

NEW BUSINESS

- **Discussion Regarding National Organ Donor Day, October 6, 2016**
- **Resolution Approving Attendance of Town Clerk Janet Donohue at the 2016 NYSTCA Annual Conference in Saratoga Springs, New York, from April 17 to April 18, 2016**
- **Resolution to Approve Application for License to Collect and Dispose of Refuse and Recyclables – R&S Waste Services LLC**
- **Resolution to Approve Application for License to Collect and Dispose of Refuse and Recyclables – County Waste Management**
- **Resolution to Approve Application for License to Collect and Dispose of Refuse and Recyclables – City Carting**
- **Resolution to Waive Fees For and to Approve Use of Lewisboro Town Park by KLSEPTA on May 22, 2016 for Third Annual Field Day Fundraiser**
- **Discussion Regarding Applications to Westchester County Agricultural District 2016 by Valley View Greenhouse, Inc.**
- **Discussion of Proposal for Town Campus Outdoor Sitting Area**
- **Discussion Regarding Conservation Easement and Stormwater Control Facility Maintenance and Access Agreement for Boniello/Bouton Road**

- Discussion Regarding Items to be Financed by a 2016 BAN
- Discussion with Ed Burroughs Regarding Planning

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

- Town Board Meeting March 28, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.

MOTION TO GO INTO EXECUTIVE SESSION

Town Board Meetings Accessibility: The Town of Lewisboro is committed to providing equal access to all its facilities, services and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Town Offices at Orchard Square are accessible to persons with physical handicaps. If anyone who wishes to attend any meeting of the Town Board has special needs, please contact the Supervisor's Office (763-3151) at least one week before any scheduled meeting, and we will try to accommodate whenever possible.

MONTHLY REPORT FEBRUARY 2016

Quantity	Bld Permit	Permit	CC/CO	RM	EQ
10	Res Minor Work	\$ 1,650.00	\$ 670.00	\$ 20.00	\$ 200.00
1	Res ADD	4100.00	4000.00	2.00	50.00
1	Res Acc Str	1850.00	1750.00	2.00	50.00
4	Res Alt	7960.00	7560.00	8.00	150.00
1	Res New	5100.00	5000.00	2.00	0.00
0	Res Renew	0.00	0.00	0.00	0.00
1	Comm Alt/Add	1100.00	1000.00	2.00	0.00
2	Comm Minor	310.00	120.00	4.00	0.00
1	ZBA	500.00	0.00	2.00	0.00
0	Other Permits	0.00	0.00	0.00	0.00
0	220-76C	0.00	0.00	0.00	0.00
2	Wetlands/EQ	0.00	300.00	0.00	50.00
1	Civil Penalty	250.00	0.00	0.00	0.00
20	Copies	6.25	0.00	0.00	0.00
0	Misc	0.00	0.00	0.00	0.00

Total	\$ 22,826.25	\$ 20,400.00	\$ 42.00	\$ 500.00
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Total Receipts :	\$ 43,768.25
Total Deposits:	\$ 43,768.25

Bldg Insp: Robert Bennett

Date: 2/28/16

Total: \$ 43,768.25

43768.25

Difference

<u>Res. MW</u>	<u>BP</u>	<u>CC</u>	<u>RM</u>	<u>EQ</u>	<u>Residential Add</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>	
Reich	130		30	2	50	Jordan	4100	4000	2	50
Melillo	140		40	2	0					
Akin	180		80	2	0					
Aldrich	170		70	2	0					
Honzawa	300		200	2	50					
Acker	110		20	2	0					
ITC Management	150		50	2	50					
Kurlanzik	210		110	2	0					
Sapadin	150		50	2	50					
Miller	110		20	2	0					
Column Total							4100	4000	2	50
Subtotal							8152			
<u>Comm. MW</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>						
Smith Ridge		200	100	2	0					
Hilbert		110	20	2	0					
Column Total							310	120	4	0
Subtotal							434			
<u>Res. Alt</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>						
Bond		1570	1470	2	50					
Goodman		1100	1000	2	50					
Candee		190	90	2	0					
Weisman		5100	5000	2	50					
Column Total							7960	7560	8	150
Subtotal							15678			
<u>Res. New</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>						
J2 Boniello		5,100	5000	2	0					
Column Total							5100	5000	2	0
Subtotal							10102			
<u>220-76C</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>						

Column Total	0	0	0	0
Subtotal	0			

Res Renewal	BP	CO	RM	EQ
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Column Total	0	0	0	0
Subtotal	0			

Wetland	W/P	S/W	EQ	
Price		0	0	50
Odermatt		0	300	0

Column Total	1650	670	20	200
Subtotal	\$ 2,540.00			

Column Total	0	300	50
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Civil Penalty CP

Candee	250			
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Subtotal 350

Subtotal	250			
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Other Permits BP CC RM EQ

Comm. Add/Alt BP CO/CC RM EQ

Cipes	1100	1000	2	0
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Column Total	0	0	0	0
Subtotal	0			

Column Total	1100	1000	2	0
Subtotal	2102			

ZBA Permit Application RM

Price	500	2
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Misc BP CO/CC RM EQ

Column Total	0	0	0	0	Column Total	500	0	2	0
Subtotal	0				Subtotal	502			
Cash					Res. A/S	BP	CO	RM	EQ
5 Photocopies	1.25				Odermatt	1850	1750	2	50
15 Photocopies	3.75								
5 Photocopies	1.25								
					Column Total	1850	1750	2	50
Subtotal	6.25				Subtotal	3652			

Mary Hafter

From: Peter Parsons [Supervisor@lewisborogov.com]
Sent: Tuesday, March 08, 2016 12:21 PM
To: 'Mary Hafter'
Subject: FW: Organ Donor Day Competition - October 6
Importance: High

Let's put this on Monday's agenda. Thanks.

From: Seligman, Joel [mailto:JSeligman@nwhc.net]
Sent: Tuesday, March 08, 2016 11:52 AM
To: mschiliro@northcastleny.com; supervisor@lewisborogov.com; mkmayor@att.net; Robert Greenstein (RGREENSTEIN@mynewcastle.org); supervisor@yorktownny.org; supervisor@bedfordny.gov; Warren Lucas; supervisor@somersny.com; rlyman@townofpoundridge.com
Cc: Seligman, Joel
Subject: Organ Donor Day Competition - October 6
Importance: High

Town Supervisors of Northern Westchester:

At the February NWH President's Council a few people came up with a novel crazy idea. As you may know, we at NWH are passionate about encouraging citizens to register as potential organ donors. New Yorkers are dying every single day, needlessly, because we have the lowest organ donation rates in the country!

October 6 is National Organ Donor Day. The idea was to create a fun competition between the various Towns of Northern Westchester to see which Town can register the greatest number of organ donors that day. (we haven't yet come up with the prize)

What we are imagining is setting up an organ donor registration table at each participating Town Hall for that full day. It would be staffed by people from the hospital, the organ donor network (LiveONNY), perhaps an organ recipient or two and perhaps a few representatives of the Town. Perhaps we can add some screening programs or a farmer's market. It would be a day for education and registration – pretty simple model.

With so few details known as yet, I am just inquiring whether you would consider suggesting that your Town participate – I'm trying to gauge the general interest level.

Please give me some sense of your level of interest at this early stage. Many thanks and best regards,

Joel

Joel Seligman
President & CEO
Northern Westchester Hospital
400 E. Main Street
Mt. Kisco, NY 10549
Tel: 914.666.1301
Email: jseligman@nwhc.net

3/8/2016

Mary Hafter

From: Janet Donohue [Townclerk@lewisborogov.com]
Sent: Wednesday, February 24, 2016 10:11 AM
To: 'Mary Hafter'
Cc: webmaster@lewisborogov.com; 'Dan Welsh'; 'Frank Kelly'; 'John Pappalardo '; 'Peter DeLucia'; 'Peter Parsons'
Subject: Town Clerk's Convention

Hi Mary,

Please put on the next agenda the approval of the Town Board for me to attend the Town Clerk's convention in Saratoga, NY from Sunday, April 17 – Monday, April 18. I will only be staying for the one day since the Presidential Primary is being held in NY on Tuesday, April 19, and I will need to be back for this.

This has been budgeted for and it will come in below budget.

Thanks,

Janet

Janet L. Donohue
Town Clerk – Town of Lewisboro
P.O. Box 500/11 Main Street
South Salem, New York 10590
Phone 914-763-3511
Fax 914-763-3678
www.lewisborogov.com
townclerk@lewisborogov.com

TOWN OF LEWISBORO
TOWN HOUSE
11 MAIN STREET
SOUTH SALEM, NEW YORK 10590

THIS IS AN APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF REFUSE AND RECYCLABLES IN THE TOWN OF LEWISBORO.

RESIDENTIAL _____
COMMERCIAL ✓

If applying for renewal, date the current license expires MARCH 3, 2016

The Town will ensure that confidential proprietary documents submitted as part of this license application are maintained under seal and free from Freedom of Information disclosure. Applicant shall be responsible for designation of document to be so protected.

- Name of Applicant R+S WASTE SERVICES LLC
Business Address 1 RADISSON PLAZA NEW RICHELLE, NY 10801
Business Telephone & Fax Numbers 914.378-0100 F914.355-4270
Home & Emergency Telephone Numbers [REDACTED]

2. VEHICLES

	Make	Model	Body Type	License Number
FL-50	MACK	PACKER	CLOSED	14599MG
102	MACK	PACKER	OPEN	29591MD
FL-51	MACK	PACKER	CLOSED	70131MG

It is understood that all equipment is and shall be maintained in good working condition.

3. FEES (Suggested; See note re Town Rate)

COMMERCIAL:

Size of Container	Pickup Frequency	Suggested Rate (Per Yard)
<u>2-8 YARD</u>	<u>1-2 DAYS PERWK</u>	_____
_____	_____	_____

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

RESIDENTIAL:

A. Curbside _____

B. Driveway less than 125 feet _____

C. Driveway more than 125 feet _____

4. METHOD OF BILLING

Monthly or by contract agreement

MONTHLY BY MAIL

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

RT 35 + RT 124

6. LOCATION OF TRANSFER SITES WHEELABRATOR WESTCHESTER
ONE CHARLES POINT AVE YEEKSKILL, NY 10566
BROOKFIELD RECYLING 100 LAMONT ST GLENSFORD, NY 10523

7. PLACE OF DISPOSITION OF REFUSE

WASTE MANAGEMENT

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. 11-925

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
<u>LEVITT-FUIRST ASSO, LLC</u>	<u>UNITED SPECIALTY INS CO.</u>	<u>EGM 2081-14</u>	<u>2/28/15 - 2/28/16</u>

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

10. DETAILED DESCRIPTION OF APPLICANT'S EMPLOYMENT COMPLIMENT, INCLUDING JOB CLASSIFICATIONS

RICHARD ZERBO
FRANK ROTUNDO
HERBET IRBY

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

JOSEPH SPIEZIO III

12. NUMBER OF CUSTOMERS

5

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

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

R/S WASTE STORES SPARE VEHICLES TO BE USED IN CASE OF EQUIPMENT FAILURE. R/S WASTE SUPERVISORS CARRY C.D.L LICENSE TO DRIVE VEHICLES TO SERVICE OUR CUSTOMERS. R/S WASTE CAN USE OTHER DISPOSAL SITES IF WASTE MANAGEMENT IS NEEDED

14. PLEASE MAKE SURE TO SEND THE TONAGE REPORT (TOTAL GARBAGE AND TOTAL RECYCLABLES) TO THE TOWN IN JANUARY OF EACH YEAR. IT CAN BE EMAILED TO townclerk@lewisborogov.com.

Joseph Smezio III being duly sworn, does hereby depose and say that all the statements herein contained are true and correct, that I have received a copy of, have read and understand, and will comply with all of the provisions of the applicable Refuse Collection Law of the Town of Lewisboro, and that all personnel have been instructed to comply with the provisions of applicable Refuse Collection Law of the Town of Lewisboro.

2/25/16
Date

Joseph Smezio III LEO
Applicant Title

(Corporate Seal)

Sworn to before me this 25th day of FEB, 2016.

Michael J Khader Esq.
Notary - Public State of NY
No. 42KH8069744
Qualified in Westchester County
Notary Public Commission Expires February 11, 2018

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

Refuse License Fees:

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

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

For office use:

Total fee paid: \$300

Receipt No./Date: 1434 / 2/29/16

TOWN OF LEWISBORO
TOWN HOUSE
11 MAIN STREET
SOUTH SALEM, NEW YORK 10590

THIS IS AN APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF REFUSE AND RECYCLABLES IN THE TOWN OF LEWISBORO.

RESIDENTIAL
COMMERCIAL

If applying for renewal, date the current license expires March 3, 2016

The Town will ensure that confidential proprietary documents submitted as part of this license application are maintained under seal and free from Freedom of Information disclosure. Applicant shall be responsible for designation of document to be so protected.

- Name of Applicant County Waste Management
Business Address P.O. Box 548 Harrison, N.Y. 10528
Business Telephone & Fax Numbers (914) 241-2200
Home & Emergency Telephone Numbers _____

2. VEHICLES

Make	Model	Body Type	License Number
F-5	Freightliner	dump	73731MD
F-6	Freightliner	dump	77300ME
F-7	Freightliner	dump	70130 MG
F-8	Freightliner	dump	67659MH

It is understood that all equipment is and shall be maintained in good working condition.

3. FEES (Suggested: See note re Town Rate)

COMMERCIAL:

Size of Container	Pickup Frequency	Suggested Rate (Per Yard)
<u>N/A</u>	<u>/</u>	<u>/</u>

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

RESIDENTIAL:

- A. Curbside 40-45 - plus Tax
- B. Driveway less than 125 feet 45-56 plus Tax
- C. Driveway more than 125 feet 56 and up plus Tax

4. METHOD OF BILLING

Monthly or by contract agreement

Invoice or receiving credit card

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

Entire town of Lewisboro

6. LOCATION OF TRANSFER SITES

Somers

7. PLACE OF DISPOSITION OF REFUSE

City carting, Somers

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. _____

9. INSURANCE INFORMATION

Name of Agent Insurance Company Policy No. Policy Period

see attached

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2016

PRODUCER (203) 288-4995
Grasso Associates, LLC
250 State Street
Unit K1
North Haven CT 06473-

INSURED
County Waste Management, Inc.;
County Waste Services, Inc.
P.O. Box 548
Harrison NY 10461-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Nautilus Insurance Co.	17370
INSURER B Praetorian Insurance Co.	37257
INSURER C Guarante Insurance Co.	11398
INSURER D:	
INSURER E:	

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NN587482	07/27/2015	07/27/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RELATED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FICIS0001651	07/27/2015	07/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESSUMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	#WCP100358007GIC	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Town of Lewisboro is named as an Additional Insured as required by written contract.

CERTIFICATE HOLDER
() - () -

Town of Lewisboro
Town House
11 Main Street
South Salem NY 10590-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Joe Russo

10. DETAILED DESCRIPTION OF APPLICANT'S EMPLOYMENT COMPLIMENT, INCLUDING JOB CLASSIFICATIONS

Eddie Caltado - Residential Driver / John Pratt - residential Driver
Eddie Vetranco - Residential Driver / Mike Gentile - site manager
Mik Mececa - Residential Driver

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

Ralph Mancini - President

12. NUMBER OF CUSTOMERS

1300

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

Renewal

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

Spare Trucks
additional labor
extra dump sites

14. PLEASE MAKE SURE TO SEND THE TONAGE REPORT (TOTAL GARBAGE AND TOTAL RECYCLABLES) TO THE TOWN IN JANUARY OF EACH YEAR. IT CAN BE EMAILED TO townclerk@lewisborogov.com.

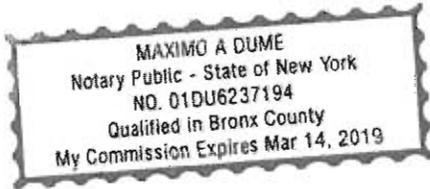
Mike Gentile being duly sworn, does hereby depose and say that all the statements herein contained are true and correct, that I have received a copy of, have read and understand, and will comply with all of the provisions of the applicable Refuse Collection Law of the Town of Lewisboro, and that all personnel have been instructed to comply with the provisions of applicable Refuse Collection Law of the Town of Lewisboro.

Feb 29th, 2016
Date

Mike Gentile Site Manager
Applicant Title

(Corporate Seal)

Sworn to before me this 29th day of FEBRUARY, 2016.



[Signature]
Notary Public

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

Refuse License Fees:

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

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

For office use:

Total fee paid: _____

Receipt No./Date: _____

TOWN OF LEWISBORO
TOWN HOUSE
11 MAIN STREET
SOUTH SALEM, NEW YORK 10590

THIS IS AN APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF REFUSE AND RECYCLABLES IN THE TOWN OF LEWISBORO.

RESIDENTIAL 1493
COMMERCIAL 47

If applying for renewal, date the current license expires March 3, 2016

The Town will ensure that confidential proprietary documents submitted as part of this license application are maintained under seal and free from Freedom of Information disclosure. Applicant shall be responsible for designation of document to be so protected.

- Name of Applicant City Carting Inc.
Business Address 8 Viaduct Rd. P.O. Box 17250 Stamford, Ct. 06897
Business Telephone & Fax Numbers 203-324-4090 Fax-203-359-8426
Home & Emergency Telephone Numbers [REDACTED]

2. VEHICLES

Make	Model	Body Type	License Number
UD	SL	Side hood	41769JS
UD	SL	side hood	695 33AP
UD	SL	side hood	665 05 KA
UD	SL	Side hood	699 35 AP
MAK	F/L	Front hood	476 15 PC
MAK	F/L	Front hood	476 16 PC
FUTER	C/L	Rear hood	559 23 A
INTER	R/L	Rear hood	24751 ME
MAK	RD 6/05	Roll-off	3758 2 JD
HWB	385	Roll-off	12.347 PB

It is understood that all equipment is and shall be maintained in good working condition.

3. FEES (Suggested: See note re Town Rate)

COMMERCIAL:

Size of Container	Pickup Frequency	Suggested Rate (Per Yard)
<u>1-10 yd</u>	<u>1-6 days a week</u> <u>+ call</u>	<u>Based on Weight/Volume of Material</u>

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

RESIDENTIAL:

- A. Curbside \$42.⁰⁰/₁₀₀ 1week - + \$52 2week -
- B. Driveway less than 125 feet \$53.⁰⁰/₁₀₀ 1week + \$79.⁰⁰/₁₀₀ 2week -
- C. Driveway more than 125 feet - Same -

4. METHOD OF BILLING

Monthly or by contract agreement

Bi-Monthly.

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

Entire Town

6. LOCATION OF TRANSFER SITES

Somerset, N.Y.

7. PLACE OF DISPOSITION OF REFUSE

Primary - Somerset Sanitation Inc - 241 Route 100, Somerset, NY 10589
Backup - City Carting Inc - 18 Meadows St. Newhall Ct. 06854

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

9. INSURANCE INFORMATION

Name of Agent Insurance Company Policy No. Policy Period

See Attached.

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

10. DETAILED DESCRIPTION OF APPLICANT'S EMPLOYMENT COMPLIMENT, INCLUDING JOB CLASSIFICATIONS

Divisi: Reg Blockwell, Ben Bill, Darius Perry, Gerald McCarthy
Ron Leonard, Chris Wiggins, Seamon Romeo,
Howard them.

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

Robert G. Oker President
Anthony Teungis - Vice President

12. NUMBER OF CUSTOMERS

1493 Resi 47 Commercial

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

Renewal

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

- 1- Use of Backup Vehicles
- 2- Rented Vehicles
- 3- Sub Contractors
- 4- Backupmen Available 4 to work

14. PLEASE MAKE SURE TO SEND THE TONAGE REPORT (TOTAL GARBAGE AND TOTAL RECYCLABLES) TO THE TOWN IN JANUARY OF EACH YEAR. IT CAN BE EMAILED TO townclerk@lewisborogov.com.

Robert A. Oxen being duly sworn, does hereby depose and say that all the statements herein contained are true and correct, that I have received a copy of, have read and understand, and will comply with all of the provisions of the applicable Refuse Collection Law of the Town of Lewisboro, and that all personnel have been instructed to comply with the provisions of applicable Refuse Collection Law of the Town of Lewisboro.

2/15/16
Date

Robert A. Oxen President
Applicant Title

(Corporate Seal)

Sworn to before me this 15 day of FEB., 2016.

Gary Fanali
Notary Public

GARY FANALI
State of Connecticut, Notary Public
My Commission Expires August 31, 2019

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

Refuse License Fees:

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

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

For office use:

Total fee paid: 2/24/2016
Receipt No./Date: 5715-14338



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

COVERAGES **CERTIFICATE NUMBER:** 26901426 **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER Town of Lewisboro 11 Main Street South Salem NY 10590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Mike Christian

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>City Carting 8 Viaduct Road Stamford, CT 06907</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>203-324-4090</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>061200482</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Lewisboro 11 Main Street South Salem, N.Y. 10590</p>	<p>3a. Name of Insurance Carrier</p> <p>Indemnity Insurance Company of North America</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>WLR C48151437</p> <p>3c. Policy effective period</p> <p><u>5/1/2015</u> to <u>5/1/2016</u></p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Mark Glover
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Mh [Signature] 2/5/2016
(Signature) (Date)

Title: AVP

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

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

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

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



CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

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

4. Policy covers:

a. All of the employer's employees eligible under the New York Disability Benefits Law

b. Only the following class or classes of the employer's employees:

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

Date Signed 2/9/2016 By *Andrew Witt*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

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

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

**State of New York
Worker's Compensation Board**

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

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

Telephone Number _____ Title _____

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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

Rec'd 3/13/15
"App"



WESTCHESTER COUNTY DEPARTMENT OF HEALTH - BUREAU OF ENVIRONMENTAL QUALITY
REFUSE COLLECTION PERMIT

Application having been duly made as required by Article VIII of the Sanitary Code, Laws of Westchester County, permission is hereby granted to:

FACILITY INFORMATION:

WCDH Facility Number: 00-0070

Business Name: SOMERS SANITATION INC

Telephone: (914) 277-8898

Mailing Address: PO BOX 397, SOMERS, NY 10589

FACILITY OWNER INFORMATION:

Business Name: Robert Oxer

Telephone: (203) 324-4090

Mailing Address: - PO BOX 397, SOMERS, NY 10589

To engage in the business of removing, collection and/or transporting within the County of Westchester, the following types of waste indicated:

TYPES OF WASTE:

- Residential
- Regulated Medical/Infectious
- Commercial
- Construction Demolition
- Industrial
- Meat
- Other:

DISPOSAL SITES:

SOMERS TRANSFER STATION — 2015

In the vehicles listed on reverse side of this permit, subject to the provisions of the aforementioned Sanitary Code and provided that:

1. Work shall be performed only under the direction of the permittee, who shall use only the vehicles listed on reverse side of this permit.
2. Removal, collection, and transportation of waste shall be in such a manner as not to cause a public health or other nuisance.
3. During transportation, waste shall be either completely enclosed and maintained entirely in the vehicles or so covered as to prevent the loss of any material.
4. The vehicles and containers must prevent the loss or discharge of waste during transportation.
5. Disposal of waste at sites owned, operated and/or maintained by the County of Westchester shall be in complete conformity with the requirements of the Westchester County Department of Environmental Facilities.
6. Disposal of waste shall be in complete conformity with the requirements of and written consent of the local authority in charge of the disposal site.
7. Disposal sites shall be limited to the facilities that are currently permitted by the regulatory government agency (agencies) to accept such material.
8. Disposal sites shall be limited to the facilities stated on the permit application.
9. Regulated Medical/Infectious Waste shall be removed, collected and transported in accordance with the requirements of the New York State Department of Environmental Conservation i.e. 6 NYCRR Part 364, Subdivision 364.9.
10. Waste shall be removed, collected and transported in compliance with all applicable municipal, county, state and federal ordinances, laws and regulations.
11. A copy of this permit shall be kept in each vehicle listed on reverse side and shall be shown to a representative of the Westchester County Department of Health or the New York State Department of Environmental Conservation, on demand.
12. This permit is not transferrable to vehicles other than listed on reverse side.
13. The owner or business name as stated on the permit application must be prominently shown on each vehicle listed on reverse side.

This permit shall become null and void and may be suspended or revoked for cause if the said business is not conducted in accordance with this permit or as stated on the application, or if vehicles other than those described on page 2 of this permit are used. Nothing contained in this permit shall be construed to invalidate any local, county, state or federal ordinances, regulations or laws affecting the conduct of this business.

Date Issued: 04/01/2015

Date Expired: 03/31/2016

Sherlita Amler, M.D. Commissioner of Health
SHERLITA AMLER, M.D.

Mary Hafter

From: Dana Mayclim [DMayclim@lewisborogov.com]
Sent: Thursday, March 03, 2016 5:13 PM
To: 'Peter Parsons'; 'Mary Hafter'
Subject: FW: KLSEPTA Fundraiser May 22, 2016

Can you please add to the next Town Board Meeting – they would like to host a fundraiser at Town Park . and have fees waived . . .

Thanks
Dana

Dana Mayclim

Superintendent of Parks and Recreation
Town of Lewisboro
99 Elmwood Road
South Salem, NY 10590
(914)232-6162
Fax – (914) 232-6165
www.lewisborogov.com

From: Cheryl Orifici [REDACTED]
Sent: Thursday, March 03, 2016 4:21 PM
To: dmayclim@lewisborogov.com
Cc: [REDACTED] >
Subject: KLSEPTA Fundraiser May 22, 2016

Dear Dana,

KLSEPTA would like to reserve the Lewisboro Town Park on Sunday, May 22, 2016 for its 3rd Annual Field Day. Field Day is a fundraiser where we are looking to raise money for Katonah-Lewisboro students who receive special services. Each year we specifically look to raise money to offset the very high cost of specialized summer camp for children with special needs in our district. We also look to raise money to support teachers in the district with grants. At Field Day we host activities such as playing sports with our coaches from the Rising Stars program, bake sale, Rainbow loom station and gardening station. Local businesses support us such as Pegasus Therapeutic Riding and will bring a pony for children to take pictures with. Children will not be allowed to ride the pony. Local gardening centers supply materials for making potted herb gardens or tomato plants.

This will be our 3rd year running Field Day at the town park. It has been a great success in the past. We hope to continue our tradition!

Thank you,
Cheryl Orifici

Cheryl Orifici, M.Ed
Secretary & Membership Chairperson

3/4/2016

Francis T. Corcoran

Legislator, 2nd District
Chair, Committee on Environment and
Health

**Michael B. Kaplowitz**

Legislator, 4th District
Chair of the Board

Peter H. Parsons, Supervisor
Town of Lewisboro
11 Main Street, P.O. Box 500
South Salem, New York 10590

March 1, 2016

Re: Applications to Westchester County Agricultural District, 2016

Dear Supervisor Parsons:

Due to increased development pressures and a dramatic and increasing loss of open space and farmland in the 1980's and 1990's, Westchester County began undertaking initiatives to protect Westchester's farmlands and open space from loss to development. Active farmland provides many benefits to local communities, including the preservation of open space and community character, a beneficial ratio of tax revenue to cost of services when compared to residential development (farms pay more than they cost in government services), the protection of valuable natural resources such as water and wildlife habitat, fresh food and locally grown agricultural products, educational and recreational opportunities, and a link to our cultural heritage and agrarian past.

At the County's request, the New York State Commissioner of Agriculture and Markets approved the establishment of Westchester County Agricultural District No. 1 in 2001. The New York State Agricultural Districts Law was enacted in 1971 to protect farmland in furtherance of the New York State Constitution, which states that "the policy of the state shall be to conserve and protect natural resources and scenic beauty and encourage the development and improvement of its agricultural land for the production of food and other agricultural products." In 2003, the state legislature adopted a new Section 303-b of the Agriculture and Markets Law that requires counties in which certified Agricultural Districts are located to designate an annual thirty-day period within which a landowner may submit, prior to the established review period (2017 in Westchester County), a request for inclusion of land that is predominantly "viable agricultural land."

Applications are accepted during the month of January and are reviewed by the Westchester County Agriculture and Farmland Protection Board (AFPB), which prepares recommendations to the County Board of Legislators. The County Board of Legislators reviews the AFPB recommendations and holds a public hearing on the applications. If the Board determines that certain properties should be included in the District, it will submit a resolution stating such to the State Commissioner of Agriculture and Markets for final review and certification.

Agricultural Districts offer farmers protection under the state's Right to Farm Laws. However, this does not exempt farmowners from the obligation to comply with local regulations. It does give the farmowner the opportunity to petition the New York State Department of Agriculture and Markets for assistance in instances in which the farmowner feels that local regulations or ordinances are unreasonably restricting the farmowner's ability to operate an agricultural operation. The New York State Department of Agriculture and Markets has prepared a number of guidance documents to assist both farmers and local communities on Agricultural Districts and agricultural law in New York State. We have attached examples to this letter. More information can be obtained from the Department of Agriculture and Markets website at <http://www.agmkt.state.ny.us/AP/APHome.html>.

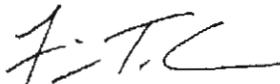
The farms that have applied to be included in the Agricultural District are listed below. Maps of the locations are enclosed with this letter.

Farm Name	Owner Name	Property Location		Acreage
V V Greenhouse, Inc.	Frank Amodio	22 Smith Ridge Road	South Salem	10.001

Please submit your comments in writing to Tina Limengo, Environment and Health Committee Coordinator by email at TinaL@westchesterlegislators.com or by FAX at (914) 995-3884 prior to **March 18, 2016** so that they can be distributed to the Agriculture and Farmland Protection Board for discussion at its 9 am, March 22, 2016 meeting. The AFPB meets at Muscoot Farm and all meetings are open to the public. The AFPB invites you to attend if you would like to discuss the application in more detail.

For more information on agriculture in Westchester County and the Agriculture and Farmland Protection Board, please visit <http://planning.westchestergov.com/agricultural-and-farmland>.

Sincerely,



Francis T. Corcoran

Enclosures:

Maps of Farm Location

cc: Agriculture and Farmland Protection Board
Dave S. Kvinge, Director of Environmental Planning

DESCRIPTION OF PROPOSAL

The area concerned is between the Post Office Driveway to the West and the driveway to the Keeler Court water supply shed to the East bounded by a stone wall to the North and the paved driveway to the Town Campus to the South. It is currently grassed over with a dirt area which is used for parking plus a black walnut overhanging and dropping nuts on both pedestrians and vehicles. The tree is approximately 16 inches in diameter at breast height.

The objective of the proposal is to create an attractive sitting area with defined parking places while removing a tree which is a nuisance. Gary Page, Lewisboro Library President, and I believe that this will help create a more attractive Town Campus.

Proposed changes are:

- Black Walnut to be cut down and stump to be removed
- Shrubs to be planted to screen Post Office driveway
- Grass to be groomed with flowers as desirable
- Benches and table to be installed
- Parking spaces to be defined with kerb stops

**STORMWATER CONTROL FACILITY
MAINTENANCE AND ACCESS AGREEMENT**

This Agreement is made as of this 3rd day of March, 2015, by and between the TOWN OF LEWISBORO, a New York municipal corporation with offices at 20 North Salem Road, Cross River, NY 10518 hereinafter referred to as the "Town," and J-2 Boniello Builders, 166 Waccabuc Road, Goldens Bridge, NY 10526 hereinafter referred to as "J-2 BONIELLO".

WITNESSETH

WHEREAS, J-2 BONIELLO is the owner of that certain plot, piece and parcel of land, with the buildings and improvements thereon, situated at 2 Bouton Road in the Town of Lewisboro, comprising 4.1± acres, and shown and designated on the Tax Map for the Town of Lewisboro as Section 26, Block 10803, Lot 18 (the "Land"); and

WHEREAS, J-2 BONIELLO has submitted a Stormwater Pollution Prevention Plan ("SWPPP") to the Town dated November 17, 2014 and sub sequentially revised and prepared by Bibbo Associates, LLP. which sets forth, *inter alia*, the proposed improvements to be constructed and/or installed for the purpose of controlling and mitigating stormwater runoff from the property; and

WHEREAS, the SWPPP has been approved by the Town; and

WHEREAS, as required by sections of the Lewisboro Town Code, a maintenance and access agreement is to be recorded in the Office of the Westchester County Clerk (Division of Land Records) in order to provide for the long-term maintenance and continuation of the various stormwater control measures shown on the approved plans (the "Facilities") and

WHEREAS, copies of the approved plans are on file with the Building Department of the Town at Lewisboro with offices at 20 North Salem Road, Cross River, NY 10518; and

WHEREAS, the Town and J-2 BONIELLO desire that Facilities be constructed and installed in accordance with the approved plans and that they thereafter be inspected, used, maintained, repaired and replaced in perpetuity in order to insure that they continue to function in the manner for which they are intended.

NOW, THEREFORE, in consideration of the approval and the mutual agreements and understandings set forth herein, and consistent with all applicable provisions of the Town Code, the Town and J-2 BONIELLO hereby agree as follows:

1. J-2 BONIELLO and/or any subsequent owner of property shall use, maintain, repair and replace the Facilities in accordance with the maintenance plan contained in the SWPPP, a copy of which maintenance plan is set forth on Schedule "A" which is annexed hereto and hereby made a part hereof (the "Maintenance Procedures").
2. J-2 BONIELLO shall perform the Maintenance Procedures and shall pay all expenses related to the use, maintenance, repair and replacement of the Facilities. In the event that the property is conveyed to another party or parties, the subsequent owner or owners shall, as a result of such conveyance, assume all responsibility for performing the Maintenance Procedures and for any other costs associated with using, maintaining, repairing and replacing the Facilities located on his or their lot or lots. The conveyance of the property shall unconditionally release the party conveying any such property from all obligations contained herein, unless provided for otherwise in a contract of sale or other agreement between the parties to any such conveyance.
3. J-2 BONIELLO, or any subsequent owner or owners of the property, shall provide for the

periodic inspection of the Facilities to determine the condition and integrity of said measures. Such inspection shall be conducted no less than every five (5) years and shall be performed by a professional engineer who is duly licensed by the State of New York. The inspecting engineer shall prepare and submit a written report to the appropriate lot owner and to the Town's Stormwater Management Officer ("SMO") within 30 days following the completion of the inspection. Any such report of the findings shall include, if appropriate, recommendations for future use, maintenance, repair and/or replacement of the Facilities in order to ensure the continuing effectiveness of the Facilities.

4. No lot owner shall authorize, undertake or permit alteration, abandonment, modification or discontinuation of the use of the Facilities except in accordance with written approval of the Town, which shall not be unreasonably withheld.
5. Any lot owner shall undertake on his lot any necessary repairs and replacement of the Facilities at the reasonable direction of the Town or in accordance with the recommendations of the inspecting engineer. In the event that the SMO determines that a lot owner has failed to construct or maintain the Facilities located on his lot in accordance with the SWPPP or has failed to undertake corrective action specified by the Town or by the engineer pursuant to this Paragraph, the SMO shall notify such lot owner to perform or cause to be performed any such maintenance or corrective action. Any such notice shall be sent to such lot owner by certified mail, return receipt requested, to the address for such lot owner maintained by the Tax Assessor's Office for the Town. Any such lot owner shall have thirty-five (35) days from the mailing of such notice to (a) complete or timely commence such corrective action; or (b) appeal any such determination of the SMO to the Town Board. The decision of the Town Board may be appealed pursuant to the provisions

of Article 78 of the New York State Civil Practice Law and Rules.

6. In the event that a lot owner is (a) duly notified by the Town to undertake maintenance or corrective action pursuant to Paragraph 5, above; and (b) either (x) such lot owner does not appeal said notification; or (y) the order of the Town is upheld by either the Town Board or a court of competent jurisdiction and the lot owner does not, following the outcome of such appeal, carry out said maintenance or corrective action if required to do so, the Town is hereby granted an easement to enter the lot for the purpose of undertaking said maintenance or corrective action to the Facilities. Reasonable notice shall be given prior to such entry. The Town may affix the expenses thereof as a lien against the property.

7. In order to give effect to the provisions of this Agreement, the Town is permitted, at reasonable times, to have access to the property for inspection of the Facilities. Access to the lot pursuant to Paragraph 6 above or this Paragraph 7 shall be limited to the areas shown on maps provided within the SWPPP.

8. The approval of the Town by resolution or otherwise shall be required prior to any amendment to this Agreement or the SWPPP.

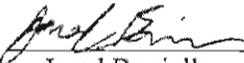
9. This Agreement shall run with the land and shall be binding on the successors and assigns of J-2 BONIELLO. This Agreement is intended to be recorded in the Office of the County Clerk of Westchester (Division of Land Records) and shall be effective as of the 3rd day of March, 2016.

10. The singular number as used herein shall be read as the plural number, and *vice versa*, and the masculine gender shall be read as the feminine or neuter gender, whenever necessary to give full effect to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

J-2 BONIELLO BUILDERS

THE TOWN OF LEWISBORO

By:  _____
Jared Boniello
J2 Boniello Builders

By: _____
Peter Parsons, Supervisor

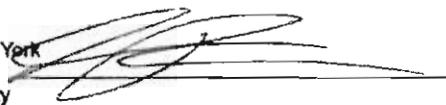
and

By:  _____
Jesse Boniello
J2 Boniello Builders

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the 3rd day of March, 2016 before me, a notary public of New York State, personally appeared Jesse Rosiello, personally known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument and (s) he duly acknowledged to me that (s) he executed the same in his/her capacity and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.
Notary Public:

ELIZABETH PEREZ
Notary Public, State of New York
No. 01PE6289652
Qualified in Bronx County
Commission Expires Sept. 9, 2017



STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, 2016 before me, a notary public of New York State, personally appeared Peter Parsons, personally known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument and (s)he duly acknowledged to me that (s)he executed the same in his/her capacity as the Supervisor of the Town of Lewisboro and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return:
Bibbo Associates, LLP.
293Route 100 – Suite 203
Somers, NY 10589

**SCHEDULE "A" TO STORMWATER CONTROL FACILITY
MAINTENANCE AND ACCESS AGREEMENT
BY AND BETWEEN
J-2 BONIELLO AND THE TOWN OF LEWISBORO**

As used herein, "Short Term Maintenance Requirements" are those stormwater control measures to be undertaken during such time as the construction activities. "Long Term Maintenance Requirements" are those stormwater control measures to be undertaken following the completion of construction. Maintenance and inspections shall be performed in accordance with the SWPPP and as described herein.

Maintenance and Inspection Requirements:

Maintenance and inspections are required in order to ensure the stormwater and erosion & sediment control practices are acting as designed. Inspections will be performed once a week and/or after ½" of rainfall during construction. Upon completion of construction and the subsequent filing of the Notice of Termination, maintenance and inspections are expected to be minimal. Short term and long-term maintenance and inspection requirements are further discussed below. Proper maintenance and inspections will ensure the longevity and effectiveness of the stormwater pollution prevention plan, and erosion and sediment control plan.

Short Term Maintenance & Inspection Requirements:

The Owner, his representative and/or the Project Engineers will monitor the construction and direct erosion control measures as necessary. Inspections performed during construction should verify all practices are functioning properly, correctly maintained, and accumulated sediment is removed from all erosion control structures. The inspector must also examine the

site for any evidence of soil erosion, the potential for pollutants to enter the storm drain system, turbid discharge at all outfalls, and the potential for soil and mud to be transported on the public roadway at the site entrance. In addition to these general guidelines, the project plans will provide more specific erosion control guidelines, as well as a construction sequence to guide the contractor through the construction process. Discussed below are specific maintenance and inspection requirements for the temporary practices to be employed at the site. During construction, the silt fence should be inspected to ensure correct installation. In addition, any accumulated sediment resulting in “bulges” in the silt fence should be removed and mixed with onsite soil. Any damaged or torn silt fence should be replaced.

The construction entrance should be checked to ensure no sediment is being deposited onto the public roadway. Should sediment be observed, it should be removed from the street, and the stone in the construction entrance replaced. Once construction is completed and the site has been stabilized, a Notice of Termination shall be filed. At this point limited maintenance requirements are anticipated.

Long Term Maintenance Requirements & Inspection Requirements:

All stormwater BMP'S employed at the site should be inspected and maintained in conformance with the requirements set forth in Appendix G –Maintenance Inspection Checklist of the New York State Stormwater Management Design Manual (Rev. August 2010). A copy of the checklist has been included in Appendix I of this report.

All short and long-term operation, inspection and management of the BMP'S shall be the responsibility of Property Owner. Inspections of the following items should be performed at a minimum annually and following significant storm events:

Pocket Wetland:

- Inspect forebays for sediment accumulation. When sediment exceeds 18 inches,

accumulated sediment shall be removed and properly disposed of.

- The emergency spillway and rock outlet protection shall be inspected for dislodged stones; any missing stones shall be replaced.
- The outlet structure shall be inspected for clogging. Any debris should be removed and disposed of properly.
- The riprap around the standpipe should be inspected for accumulated sediment. If the stone is discolored it shall be replaced.

Rock Outlet Protection:

- Inspections of the rock pad to ensure no stones have become dislodged. Any missing stones should be replaced.

Catch Basins:

- Inspect monthly and after heavy rainstorms > ½" in 24 hours for sediment accumulation in sumps. Accumulated sediment should be removed immediately.

Hydro Dynamic Separator:

- Inspect quarterly for the first year to determine an appropriate maintenance schedule. Subsequent inspections is reduced to semi-annually
- When the sediment volume reaches within 24-30" of the water surface, the system should be maintained.
- Maintenance is performed by vacuum truck and removing the accumulated sediment pile and debris.

Bio-retention Basin Maintenance:

- Select lots require the installation of bio-retention basins for the treatment of roof and/or driveway runoff. Preceding the basin is a concrete pre-treatment tank which serves to trap sediment and floating debris. Inspect the tank annually and remove any floating debris. Measure the depth to sediment collected in the tank. Have the sediment removed when the level reaches one-half (1/2) the height of the tank.

- Remove and replace dead or diseased plantings. Note that there are zones in the bio-retention basin ranging from temporary standing water (6") to dry conditions on the berm and slopes. Ensure that new vegetation is adaptable to the moisture conditions present.
- If water ponds on the surface of the filter bed for over 48 hours, the top few inches of filter media should be removed and replaced with fresh material.
- Re-mulch areas divided by water flow as needed. Add mulch annually.
- Check the outlet structure for obstructions such as branches or debris monthly and clean out as required.
- Check for erosion caused by the piped inflow to the basin. Replace any eroded soil or mulch. Add stone rip-rap at any areas of persistent erosion.

Vegetated Swale Maintenance:

- Semi-annual inspections should be conducted over the length of the vegetated swale to remove tree branches from the swale and at the catch basin outletting the swale. Any swale erosion should be scheduled for repair promptly with topsoil replacement, seed and mulch.

CONSERVATION EASEMENT

This conservation easement agreement is made as of the 3^d day of March, 2016, between J-2 Boniello Builders, a corporation organized and existing under the laws of the State of New York, with its principal office at 165 Waccabuc Road, Goldens Bridge, NY 10526 (the "Grantor") and Town of Lewisboro, a municipal corporation with offices at 20 North Salem Road, Cross River, New York 10518 (the "Grantee").

WITNESSETH:

WHEREAS, J-2 BONIELLO is the owner of that certain plot, piece and parcel of land, with the buildings and improvements thereon, situated at 2 Bouton Road in the Town of Lewisboro, comprising 4.1± acres, and shown and designated on the Tax Map for the Town of Lewisboro as Section 26, Block 10803, Lot 18 (the "property"); and

WHEREAS, the Grantee is a public body within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York, and is thereby qualified to be the grantee of conservation easements that limit and restrict the development, management or use of real property in order to preserve or maintain scenic, open, historic, archaeological, architectural or natural conditions, characteristics, or significant amenities of real property; and

WHEREAS, the Property contains approximately 4.1 acres of land which includes substantial and significant natural resources important to the parties to this Easement and the public in general (the "Easement Area"); and

WHEREAS, a conservation easement over the Easement Area is intended to promote the following conservation values:

1. Preserve open space and provide a buffer to Bouton Road to the east; and
2. Provide an area that will support resident wildlife population; and
3. Control the establishment of future impervious surfaces and other development activities within the Easement Area that potentially could cause increases in pollutant loads to the wetlands and stream; and
4. Prohibit any form of land disturbance and removal of vegetation, with the exception of dead diseased trees; and

WHEREAS, conservation of the Easement Area subject to the terms of this easement is expected to yield significant benefits to the public by protecting the scenic value of the Easement Area and promoting and protecting wildlife habitat; a stream and the ecological resources thereof; and steep slopes on the Property; and

WHEREAS, the Grantor hereby donates substantial and significant development rights in and to the Easement Area and conveys to Grantee the right to preserve and protect the conservation values described herein by encumbering the Easement Area with a conservation easement pursuant to the provisions of New York Environmental Conservation Law, Article 49, Title 3; and

WHEREAS, the Grantee agrees to accept this conservation easement, to honor the intentions of the Grantor as stated herein, to inspect and report on the conditions of the Easement Area on no less than an annual basis, and to preserve and protect the Easement Area in perpetuity according to the terms of this Easement for the benefit of this and future generations.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor hereby voluntarily grants and conveys to Grantee a conservation easement (the "Conservation Easement" or the "Easement") in perpetuity over the area described in Schedule B, and shown on a map entitled "Survey of Property Prepared for J2 Boniello Builders" dated September 26, 2012 and last revised November 23, 2015, prepared by Donnelly Land Surveying, P.C. annexed hereto and made a part hereof (the "Conservation Easement Area" or the "Easement Area") of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this easement to preserve the open space, wetlands, wetland buffer, stream, steep slopes, and wildlife habitat resources on the eastern side of the Property, to preserve a corridor to support resident wildlife population, and to control the establishment of future impervious surfaces and other development activities within the Conservation Easement Area. This Easement shall prevent any use of the Conservation Easement Area that will impair or interfere with the conservation values of the Property by restricting use of the Easement Area as provided herein.

2. Prohibited Uses and Restrictions. Any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing provision, the following restrictions specifically apply to the Property:

- a. No residences, mobile homes, or other buildings and no impervious surfaces shall be permitted on or in the Conservation Easement Area.
- b. No quarry, gravel pit, surface or subsurface mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code shall be permitted on or under the Conservation Easement Area.
- c. No dumping or storage of ashes, noncomposted organic waste, sewage, garbage, or any toxic or offensive materials or waste, shall be allowed in the Conservation Easement Area.
- d. No excavation, extraction, grading, or removal of soil, sand and gravel shall be allowed in the Conservation Easement Area except as otherwise provided in section 4 herein.
- e. Notwithstanding any other restriction contained herein, the owner of the Property (or any relevant part thereof) or the Grantee may take such actions with respect to the Conservation Easement Area as are necessary to protect the health and safety of the public and the persons using the Property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the

minimum variation necessary to afford the required protection. Grantor shall be immediately notified and consulted with regard to any such emergency action.

3. Rights Conveyed to Grantee. To accomplish the purposes of this Easement, the following rights are conveyed to the Grantee by this Easement.

- a. The right to preserve and protect the conservation values of the Conservation Easement.
- b. The right to access the Conservation Easement Area over the Driveway shown on the The Site Plan and to enter upon the Conservation Easement Area at reasonable times on reasonable notice to monitor compliance and otherwise enforce the terms of this Easement. Grantee shall provide Grantor or Grantor's successors seven (7) days notice of such entry unless Grantee determines that immediate entry is required to prevent, terminate or mitigate violation of this Easement. Grantee agrees to inspect the Conservation Easement area no less than once per year for compliance with this Easement and to enforce this Easement to preserve and protect the conservation values thereof. Upon each inspection, Grantee shall prepare a report detailing its findings from its inspections and shall provide Grantor and the Town of Lewisboro (c/o the Town of Lewisboro Supervisor, Town House, 11 Main Street, P.O. Box 500 Lewisboro, NY 10590) a copy of said inspection report within 30 days of the inspection.
- c. The right to prevent any activity on, incursion into, or use of the Conservation Easement Area that is inconsistent with the terms of this Easement, and to require the restoration of such areas or features of the Easement Area that are damaged by any inconsistent activity or use pursuant to the remedies set forth in section 5 herein.
- d. The right to enforce the terms, conditions and restrictions set forth in this Easement.
- e. Nothing in this easement shall be construed to grant the right to allow public access to the Easement Area. Grantee specifically acknowledges and agrees that no public access to the Easement Area is permitted or allowed and that it will not authorize third parties to enter upon the Conservation Easement Area except as allowed pursuant to section 3(b) herein.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, contractors, lessees, and successors in interest with respect to the Property (which includes the Conservation Easement Area), all rights accruing from its ownership of the Property, including, without limitation, the right to sell, transfer or encumber the Property, as owner, subject to the restrictions and covenants set forth in this Easement; and the right to engage in, or permit others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Any other provision of this Easement to the contrary notwithstanding, Grantor specifically reserves for itself and its assigns, representatives, contractors, lessees, and successors in interest with respect to the Conservation

Easement Area, and it shall enjoy, the following rights, which Grantee acknowledges and agrees are consistent with the purposes of this Conservation Easement.

- a. The right: to remove dead or diseased vegetation from the Conservation Easement Area #1 and #2.
- b. Grantor specifically reserves the right to control access to the Property including the Conservation Easement Area except such right of access to the Easement Area specifically granted to Grantee for purposes of monitoring compliance with this Easement, and no right of access to the general public to any portion of the Property including the Conservation Easement Area is conveyed by this Easement

5. Enforcement. The exercise of such reserved rights shall be subject to and in accordance with all applicable laws and regulations.

- a. **Notice and An Opportunity to Cure.** If Grantee determines that a violation of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation (the "Notice") and identify such measures reasonably calculated to cure the alleged violation within 30 days after receipt of such Notice or, where the violation cannot reasonably be cured within such 30 day period, corrective action sufficient to begin curing such violation within 30 days of receipt of the Notice. Where the violation involves injury to the Conservation Easement Area resulting from any use inconsistent with the terms or the purposes of this Conservation Easement, Grantee shall demand that Grantor restore the Easement Area to its prior condition in accordance with a plan approved by the Grantee.

At the expiration of the time period provided herein, the Grantee shall notify Grantor of any failure to cure the alleged violation or breach set forth in the Notice (the "Second Notice"), whereupon Grantor shall have an additional fifteen (15) days from the date of receipt of the Second Notice to implement corrective measures or to cure the violation of the breach.

- b. **Injunctive Relief.** If Grantor fails to cure the violation at the expiration of said fifteen (15) day period, or, where the violation cannot reasonably be cured within such 15-day period, Grantor fails to begin curing such violation within said 15-day period, or Grantors fail to diligently continue to cure such violation until it is cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Easement Area to a stable condition.

As used herein with reference to the Easement Area, the term "stable condition" shall mean the approximate general and natural condition of the Easement Area as of the date of this Easement, giving due consideration to the following:

- (i) the normal effects of the passage of time; and

- (ii) the results of natural forces (including, but not limited to, fires, explosions, earthquakes, landslides, lightning, flooding, or other Acts of God).

Where this Easement requires or permits the restoration of the Easement Area to a stable condition following a violation or breach of this Easement, this Easement shall not be construed to allow or require the use of extraordinary means to affect such restoration unless the circumstances reasonably require the use of such extraordinary means. Grantee and Grantor agree that the following means will ordinarily be used to restore the Easement Area to a stable condition following a violation or breach of this Easement:

- (i) removal of items and material not allowed by this Easement;
- (ii) closure, filling, grading and planting with appropriate vegetative cover, of areas adversely affected by activities not allowed by this Easement; and
- (iii) correction, through reasonably practicable measures, of conditions which adversely affect drainage, flood control, water quality, fish or wildlife habitat, erosion control or soil conservation.

- c. **Damages.** If a court determines that Grantor has violated the terms of this Easement, then Grantee shall be entitled to recover damages from Grantor for such violation or for injury to any of the conservation values protected by this Easement, including, without limitation, damages for loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee may, in its sole discretion, apply any damages recovered to the costs of undertaking any corrective action in the Conservation Easement Area.
- d. **Emergency Enforcement.** If Grantee, in its reasonable sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Area, Grantee may pursue its remedies under section 5 without prior notice to Grantor or without waiting for the period for cure to expire. However, notice that action has been taken or is underway shall be given to Grantor within a reasonable period after the action commences.
- e. **Costs of Enforcement.** In any enforcement proceeding arising under this Easement Agreement, the parties agree that the Court should award the prevailing party its reasonable costs and expenses, including reasonable attorney's fees, paralegal fees and expenses, and disbursements of the proceeding through final appeal. In the event Grantor is found liable for a violation of the terms of this Easement, Grantee shall also be awarded any costs incurred to restore the Conservation Easement Area as a result of Grantor's violation of this Agreement.

- f. **Forbearance.** Forbearance or delay by Grantee in the exercise of any of its rights to enforce this Easement or to exercise any right granted to it under this Easement shall not be deemed a waiver of such rights or of any of the terms of the Easement.
- g. **Acts Beyond Grantor's Control.** Notwithstanding anything contained in this instrument to the contrary, Grantee shall have no cause of action under this Easement against Grantor for injury or damage to the Conservation Easement Area which is:
- (i) beyond Grantor's control, including, without limitation, Acts of God, natural disasters, flood, fire, wind, storms, earth movement, war, judicial order, strike, insurrection, unlawful or unpermitted acts of third parties and/or the public, or acts of Grantee or its agents and representatives; or
 - (ii) results from any prudent action taken by Grantor, under emergency conditions, to prevent, abate, or mitigate significant injury to the Easement Area or adjacent properties from such causes; or
 - (iii) results from actions taken by third parties which cause conditions to exist which, through no fault or action of Grantor, may be deemed to have an adverse impact on the conservation values of the Conservation Easement, or may cause to exist on the Property a condition or conditions which would otherwise cause Grantee to take action under this section.

6. Notices and Approvals. Grantor agrees to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation values of this Conservation Easement. Grantor further agrees to notify Grantee of any conveyance, lease or transfer of the Conservation Easement Area, such notice to be given in writing within twenty (20) days of such conveyance, lease or transfer. The failure to give such notice shall not, however, invalidate the conveyance, lease or transfer. When Grantee's or Grantor's approval is required for any action or activity allowed by this Easement to be taken only with approval, such approval shall be in writing and signed by both parties to this Easement Agreement or their successors. Any notice required by this Easement shall be given as set forth in section 16 herein.

7. Costs and Liabilities. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Conservation Easement Area, including the maintenance of adequate liability insurance coverage. Grantor shall remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction and other such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Easement Area by

competent authority. However, nothing herein shall be deemed to abrogate Grantor's right to challenge any taxes, assessments, fees or charges so levied or assessed against the Conservation Easement Area.

9. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge, the Easement Area is in compliance with all federal, state and local laws, regulations and requirements applicable to it or its use, and there is no threatened or pending litigation in any way affecting, involving, or related to the Easement Area.

10. Mortgages. Grantor represents that the Conservation Easement Area is not subject to a mortgage lien.

11. Amendment. This Conservation Easement may be amended upon the written consent of Grantee, Grantor, and the Town of Lewisboro as evidenced by the signature of the Chairman of the Lewisboro Planning Board then in office, or if the Town of Lewisboro shall not have a Planning Board at the time of any such proposed amendment, then by the signature of the Town Supervisor; provided that no amendment may alter the restrictions on use or permitted structures, nor shall it allow subdivision that is inconsistent with the purposes of this Conservation Easement, nor shall it in any way limit the perpetual duration of this Easement. Any such amendment, variance or waiver shall be consistent with the basic purposes of this Conservation Easement and shall comply with Article 49, Title 3, of the Environmental Conservation Law, and Section 170(h) of the Internal Revenue Code. Any such amendment, variance or waiver that does not comply with Article 49 or Section 170(h) shall be void and of no force or effect. Any amendment shall be in writing and shall be recorded in the official land records of the County of Westchester, State of New York.

12. Recordation. Grantee shall record this instrument in a timely fashion in the official land records of Westchester County, State of New York, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. Assignment. Except as otherwise provided in section 19(iii) hereof, Grantee's rights and obligations under this Conservation Easement may not be assigned without Grantor's prior written consent, which consent shall be exercised at Grantor's sole discretion. Any prospective assignee must be an organization that is a qualified organization under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable) and is a not-for-profit conservation corporation or other entity authorized to take title to a Conservation Easement under New York Environmental Conservation Law, Article 49, Title 3, and which agrees to continue to carry out the conservation purposes of this Conservation Easement. Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee and which encompass those of this Conservation Easement.

14. Subsequent Transfers. Any subsequent conveyance of any interest in the Conservation Easement Area, including, without limitation, transfer, lease or mortgage, shall be subject to this Conservation Easement, and any deed, lease, mortgage or other instrument evidencing or effecting such conveyance shall contain language providing that the conveyance, lease, mortgage, or easement is subject to a Conservation Easement which runs with the land and

which was granted to _____, and shall provide the date of this Easement and the Control Number by which the Westchester County Clerk's Land Records identify this Conservation Easement. The failure to include such language in any deed or instrument shall not affect the validity or enforceability of this Conservation Easement.

15. Binding Effect. The provisions of this Conservation Easement shall run with the Conservation Easement Area in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possession or use of the Easement Area or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this Conservation Easement, the term "owner" includes the owner of any beneficial equitable interest in the Conservation Easement Area or any portion thereof; the term "Grantor" includes the original Grantor (while Grantor is the owner entitled to possession or use of the Property), heirs, successors and assigns, all future owners of all or any portion of the Conservation Easement Area, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding the foregoing, upon any transfer of title, the transferor shall cease being a Grantor or owner for purposes of this Conservation Easement and shall have no further responsibility or liability hereunder for acts done or conditions arising thereafter, but the transferor shall remain liable for earlier acts and conditions.

16. Notices. All notices, requests, and/or approvals required by this Easement shall be in writing, shall be delivered by certified mail, return receipt requested to the addresses set forth below, and shall be deemed given when received:

To Grantor:

J-2 Boniello Builders
165 Waccabuc Road
Goldens Bridge, NY 10526

To Grantee:

Town of Lewisboro
20 North Salem Road
Cross River, New York 10518

With a copy to:

Stephen J.M. Brotmann, Esq.
The Brotmann Law Group
2 Westchester Park Drive, Ste. 108
White Plains, New York 10604

With a copy to:

[To be inserted]

Any party may change the address to which notice to such party shall be sent by sending written notice of such change to the other party.

17. Extinguishment. If circumstances arise in the future making the purposes of this Easement impossible to accomplish, and if this Easement or any of its restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. Grantor agrees that the conveyance of this conservation easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate

value that the conservation restrictions hereby created at the date hereof bears to the value of the Easement Area as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Easement Area). Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement.

18. Condemnation. If all or any part of the Conservation Easement Area is taken by the exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor or Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in section 17.

19. No Extinguishment Through Merger. Grantor and Grantee herein agree that, should Grantee come to own all or a portion of the fee interest subject to this Conservation Easement: (i) said owner shall observe and be bound by the obligations and restrictions imposed upon the Easement Area by this Conservation Easement; (ii) this Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement; and (iii) said owner shall as promptly as practicable assign the Grantee's interest in this Easement of record to another holder in conformity with the requirements of section 13. The instrument shall contain language suitable to reimpose this Conservation Easement to the extent necessary, if any, to continue it in force.

20. Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out its provisions or which are necessary to qualify this instrument as a Conservation Easement under Article 49, Title 3, of the Environmental Conservation Law, under Section 170(h) of the Internal Revenue Code, or under any regulations promulgated pursuant to such statutes.

21. Certificate of Compliance. Grantee shall provide Grantor within 20 days of written request therefor, a written notice stating whether the Easement Area is in compliance with the terms of the Conservation Easement, and if Grantee alleges it is not in compliance, stating the substance of the alleged violation and the proposed remedy therefor.

22. Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

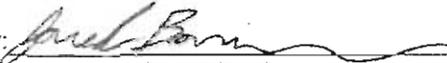
23. Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument which is necessary to qualify the interest hereby granted as a "qualified real property interest" for "conservation purposes", such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified

provided such incorporation or addition shall not impair the rights of the Grantor in any material manner greater than are described herein.

24. Authorization. Grantee warrants that acceptance of this Conservation Easement has been duly authorized by its Town Board.

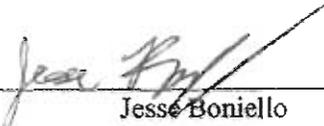
IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written above.

GRANTOR: J-2 Boniello Builders

By: 

Jared Boniello
J2 Boniello Builders

and

By: 

Jesse Boniello
J2 Boniello Builders

GRANTEE: Town of Lewisboro

By: _____
[To be inserted]

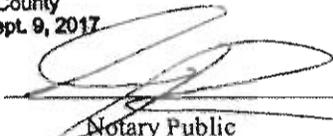
ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the 3rd day of March, 2016 before me, a notary public of New York State, personally appeared Jesse Boniello, personally known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument and (s) he duly acknowledged to me that (s) he executed the same in his/her capacity and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public:

ELIZABETH PEREZ
Notary Public, State of New York
No. 01PE6289652
Qualified in Bronx County
Commission Expires Sept. 9, 2017



Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, 2016 before me, a notary public of New York State, personally appeared Peter Parsons, personally known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument and (s)he duly acknowledged to me that (s)he executed the same in his/her capacity as the Supervisor of the Town of Lewisboro and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

MORTGAGEE'S CONSENT TO SUBORDINATION

The premises described in Schedule B are known and described as Section 26, Block 10803, Lot 18, on the Tax Map of the Town of Lewisboro.

The undersigned, as holder of a certain mortgage, dated _____, and recorded in the office of the County Clerk of Westchester County (Division of Land Records) in Liber ____ of mortgages, at page ___/Control Number _____ on the property designated above, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, receipt whereof is hereby acknowledged, hereby consents to the grant of the within conservation easement and agrees that the lien of such mortgage shall henceforth be subordinate to said conservation easement. This agreement shall be binding upon the successors and assigns of the undersigned.

(Mortgagee)

By: _____
(Authorized signature)

(Title)

Sworn to before me this
____ day of _____, 2016

Notary Public

CONNELLY LAND SURVEYING, P.C.

Commerce Street
Yorktown Heights, NY 10590

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

Nov. 25, 2015

CONSERVATION EASEMENTS

CONSERVATION EASEMENT AREAS #1 and #2

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 Lot 12A as shown on a map entitled "Subdivision Plat Lot 12-Waccabuc Heights" filed in the Westchester County Clerk's Office, Division of Land Records, as map no. 23635 on March 24, 1989, and Also Shown On A Map Entitled "Resubdivision Of Lots 11 & 12 Waccabuc Heights" On July 9, 1986 As Map No. 22373. being more particularly bounded and described as follows:

CONSERVATION EASEMENT AREA #1

BEGINNING at a point being on the Westerly side of Bouton Road and the Northeasterly corner of Lot 12A on said filed map;

running thence from said point of beginning along said Westerly side of Bouton Road the following courses and distances:

✓ South 19 degrees 31 minutes 32 seconds West, 262.00 feet;
South 18 degrees 52 minutes 07 seconds West, 188.91 feet to a point;

thence turning and running through Lot 12A in a Northerly and Westerly direction the following courses and distances:

✓ North 53 degrees 47 minutes 55 seconds West, 7.64 feet;
North 23 degrees 44 minutes 27 seconds East, 31.53 feet;
North 16 degrees 33 minutes 09 seconds East, 36.65 feet;
North 17 degrees 39 minutes 28 seconds West, 28.57 feet;
North 48 degrees 04 minutes 41 seconds West, 21.20 feet;
North 66 degrees 40 minutes 11 seconds West, 40.09 feet;
South 15 degrees 24 minutes 15 seconds West, 14.57 feet;
North 76 degrees 01 minutes 40 seconds West, 37.79 feet;
North 03 degrees 51 minutes 29 seconds East, 6.37 feet;
North 51 degrees 22 minutes 40 seconds West, 22.16 feet;
North 35 degrees 17 minutes 50 seconds West, 28.94 feet;
North 17 degrees 04 minutes 38 seconds West, 20.48 feet;
North 01 degrees 18 minutes 14 seconds East, 27.83 feet;
North 14 degrees 18 minutes 03 seconds East, 31.68 feet;
North 21 degrees 29 minutes 02 seconds East, 41.66 feet;

North 22 degrees 48 minutes 14 seconds East, 25.02 feet;
North 29 degrees 03 minutes 42 seconds East, 57.48 feet;
North 04 degrees 07 minutes 17 seconds East, 8.84 feet;
North 26 degrees 34 minutes 18 seconds East, 4.01 feet;
North 46 degrees 38 minutes 39 seconds East, 6.66 feet;
South 79 degrees 55 minutes 16 seconds East, 24.59 feet;
North 54 degrees 47 minutes 58 seconds East, 16.06 feet;
North 35 degrees 30 minutes 44 seconds East, 40.02 feet;
North 15 degrees 11 minutes 29 seconds East, 6.50 feet;
North 04 degrees 07 minutes 37 seconds East, 8.65 feet;
North 11 degrees 55 minutes 23 seconds West, 16.74 feet;
North 74 degrees 40 minutes 15 seconds East, 11.70 feet;
South 77 degrees 02 minutes 57 seconds East, 20.86 feet;
North 24 degrees 44 minutes 32 seconds East, 13.80 feet to the
Southerly side of Lot 12B;

Thence running along the Southerly side of Lot 12B the following
course and distance:

South 76 degrees 29 minutes 31 seconds East, 110.73 feet to the
point and place of beginning.

CONSERVATION EASEMENT AREA #2

Beginning at a point being on the Westerly side of Bouton Road and the
Southeasterly corner of Lot 12A on said filed map;

Running thence from said point of beginning along the Southerly side of
Lot 12A the following courses and distances:

North 41 degrees 06 minutes 00 seconds West, 29.14 feet;
North 32 degrees 54 minutes 50 seconds West, 133.00 feet;
North 32 degrees 31 minutes 27 seconds West, 21.43 feet;
North 34 degrees 22 minutes 27 seconds West, 0.85 feet;
thence running through Lot 12A the following courses and distances:
North 57 degrees 08 minutes 41 seconds East, 9.08 feet;
North 43 degrees 54 minutes 03 seconds East, 40.03 feet;
North 44 degrees 05 minutes 57 seconds East, 37.15 feet;
North 05 degrees 57 minutes 06 seconds East, 17.12 feet;
South 76 degrees 01 minutes 40 seconds East, 44.35 feet;
South 46 degrees 16 minutes 46 seconds East, 21.34 feet;
South 15 degrees 34 minutes 33 seconds East, 8.14 feet;
South 09 degrees 35 minutes 47 seconds West, 16.54 feet;
South 17 degrees 05 minutes 01 seconds West, 74.85 feet;
South 20 degrees 10 minutes 13 seconds West, 24.90 feet;
South 02 degrees 38 minutes 23 seconds West, 24.68 feet;
South 28 degrees 51 minutes 15 seconds East, 24.28 feet;
South 72 degrees 55 minutes 30 seconds East, 12.07 feet to the
to the Westerly side of Bouton Road;

thence running along the Westerly side of Bouton Road the
following courses and distances:
South 25 degrees 12 minutes 36 seconds West, 8.02 feet;
South 11 degrees 04 minutes 21 seconds West, 29.16 feet to the
Point and place of beginning.

(ROADS)

Items to be financed by a 2016 BAN

- **Road Paving -- \$190,000**

The plan is to spend \$600,000 on paving in 2016. This would be provided from the Paving line in the budget (\$150,000), CHIPS (\$150,000), 2015 BAN remainder (\$66,334) and the balance of approximately \$43,666 from the Highway contingency fund. \$500,000 would be spent based on the Cornell study with changes based on the current condition of our roads. The remaining \$100,000 would be spent on paving the portion of Schoolhouse Road on which we agreed last summer – this will be coordinated with EOHWC's work on the drainage since neither activity makes sense without the other and it should take place during JJHS/MS vacation.

- **Municipal Building Improvements -- \$35,000**

\$30,000 of this will be used on installing an HVAC system in the Goldens Bridge Community Center as previously agreed. The balance will be applied in turn to pay any overages resulting from work on the Onatru water system or engineering costs on the salt dome repair.

- **Municipal Trucks and Equipment -- \$368,423**

- a. International Plough Truck \$197,845 balance to be financed \$97,845
- b. Case 590N Backhoe \$111,166
- c. Elgin Megawind 13 Cubic Yard Catch Basin and Multi-Purpose Vacuum Truck mounted on a Freightliner M2 \$243,193 balance to be financed \$13,193
- d. Ford 550 4x4 \$71,513
- e. Chevrolet 2500 series with plough and towing package \$34,500
- f. Case DV 23 Roller \$40,206

Total -----\$593,423

VIA EMAIL: Finance@lewisborogov.com

March 9, 2016

Mr. Leo Masterson
Director of Finance
Town of Lewisboro
Town House – 11 Main Street
P.O. Box 500
South Salem, NY 10590

Norton Rose Fulbright US LLP
666 Fifth Avenue, 31st Floor
New York, New York 10103-3198
United States

Randolph J. Mayer
Partner
Direct line +1 212 318 3383
randolph.mayer@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Town of Lewisboro, Westchester County, New York
Municipal Trucks and Equipment - \$370,000 Bonds
File No.: 10605121.202

Dear Leo:

In accordance with your request, I have prepared and enclose herewith a form of bond resolution to pay part of the \$698,423 cost of municipal trucks and equipment.

This resolution requires the affirmative vote of at least four of the five members of the Town Board, and is effective immediately. The legal notice of estoppel, a summary form of which I enclose for your convenience, should be published once in the official newspaper of the Town. This publication can be made at any time after adoption.

When available, kindly return to me a certified copy of the enclosed bond resolution, together with an original printer's affidavit of publication of the summary legal notice of estoppel of the resolution from the newspaper in which the same was published.

Please do not hesitate to call if you have any questions.

Very truly yours,

Randolph J. Mayer
RJM:jv
Enclosures

cc: James Nytko jnytko@capmark.org

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the South Salem Library, in South Salem, New York, in said Town, on March 14, 2016, at _____ o'clock _____M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION DATED MARCH 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$370,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY PART OF THE \$698,423 ESTIMATED MAXIMUM COST OF MUNICIPAL TRUCKS AND EQUIPMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital purpose hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purpose; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Lewisboro, Westchester County, New York, as follows:

Section 1. For the purpose of paying part of the \$698,423 estimated maximum cost of municipal trucks and equipment for construction and maintenance purposes, in and for the Town of Lewisboro, Westchester County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued up to \$370,000 bonds of said Town pursuant to the provisions of the Local Finance Law

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$698,423, and the plan for the financing thereof shall be by the issuance of the \$370,000 bonds authorized to be issued pursuant to this bond resolution, together with the application of \$328,423 current funds of the Town.

Section 3. It is hereby further determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision twenty-eight of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class shall cost \$30,000 or more. It is hereby further determined that the maximum maturity of the bonds authorized, however, will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Lewisboro, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Lewisboro, Westchester County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary in *The Lewisboro Ledger*, the official newspaper of the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of Lewisboro, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on March 14, 2016, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or other
news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on March ____, 2016.

Town Clerk

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Lewisboro, Westchester County, New York, on March 14, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Lewisboro, Westchester County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Supervisor; and that this LEGAL NOTICE shall be published.

The bond resolution follows:

BOND RESOLUTION DATED MARCH 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$370,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY PART OF THE \$698,423 ESTIMATED MAXIMUM COST OF MUNICIPAL TRUCKS AND EQUIPMENT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, IN AND FOR SAID TOWN.

The period of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision twenty-eight of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class shall cost \$30,000 or more. The maximum maturity of the bonds, however, will not exceed five years.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT THE TOWN HOUSE, 11 MAIN STREET, SOUTH SALEM, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: South Salem, New York
March ____, 2016

Town Clerk

VIA EMAIL: Finance@lewisborogov.com

March 9, 2016

Mr. Leo Masterson
Director of Finance
Town of Lewisboro
Town House – 11 Main Street
P.O. Box 500
South Salem, NY 1059 0

Norton Rose Fulbright US LLP
666 Fifth Avenue, 31st Floor
New York, New York 10103-3198
United States

Randolph J. Mayer
Partner
Direct line +1 212 318 3383
randolph.mayer@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Town of Lewisboro, Westchester County, New York
Road Reconstruction - \$190,000 Bonds
File No.: 10605121.200

Dear Leo:

In accordance with your request, I have prepared and enclose herewith a form of bond resolution to pay the cost of road reconstruction.

This resolution requires the affirmative vote of at least four of the five members of the Town Board, and is effective immediately. The legal notice of estoppel, a summary form of which I enclose for your convenience, should be published once in the official newspaper of the Town. This publication can be made at any time after adoption.

When available, kindly return to me a certified copy of the enclosed bond resolution, together with an original printer's affidavit of publication of the summary legal notice of estoppel of the resolution from the newspaper in which the same was published.

Please do not hesitate to call if you have any questions.

Very truly yours,

Randolph J. Mayer
RJM:jv
Enclosures

cc: James Nytko jnytko@capmark.org

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the South Salem Library, in South Salem, New York, in said Town, on March 14, 2016, at _____ o'clock _____ M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION DATED MARCH 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$190,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF ROAD RECONSTRUCTION, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital purpose hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purpose; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Lewisboro, Westchester County, New York, as follows:

Section 1. For the purpose of paying the cost of road reconstruction, in and for the Town of Lewisboro, Westchester County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued up to \$190,000 bonds of said Town pursuant to the provisions of the Local Finance Law

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$190,000, and the plan for the financing thereof shall be by the issuance of the \$190,000 bonds authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby further determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision twenty of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in

such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Lewisboro, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Lewisboro, Westchester County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said

bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary in *The Lewisboro Ledger*, the official newspaper of the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of Lewisboro, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on March 14, 2016, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or other
news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on March ____, 2016.

Town Clerk

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Lewisboro, Westchester County, New York, on March 14, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Lewisboro, Westchester County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Supervisor; and that this LEGAL NOTICE shall be published.

The bond resolution follows:

BOND RESOLUTION DATED MARCH 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$190,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF ROAD RECONSTRUCTION, IN AND FOR SAID TOWN.

The period of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision twenty of paragraph a of Section 11.00 of the Local Finance Law. The maximum maturity of the bonds authorized will not exceed five years.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT THE TOWN HOUSE, 11 MAIN STREET, SOUTH SALEM, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: South Salem, New York
March ____, 2016

Town Clerk

VIA EMAIL: Finance@lewisborogov.com

March 9, 2016

Mr. Leo Masterson
Director of Finance
Town of Lewisboro
Town House – 11 Main Street
P.O. Box 500
South Salem, NY 10590

Norton Rose Fulbright US LLP
666 Fifth Avenue, 31st Floor
New York, New York 10103-3198
United States

Randolph J. Mayer
Partner
Direct line +1 212 318 3383
randolph.mayer@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Town of Lewisboro, Westchester County, New York
Municipal Building Improvements - \$35,000 Bonds
File No.: 10605121.201

Dear Leo:

In accordance with your request, I have prepared and enclose herewith a form of bond resolution to pay the cost of municipal building improvements.

This resolution requires the affirmative vote of at least four of the five members of the Town Board, and is effective immediately. The legal notice of estoppel, a summary form of which I enclose for your convenience, should be published once in the official newspaper of the Town. This publication can be made at any time after adoption.

When available, kindly return to me a certified copy of the enclosed bond resolution, together with an original printer's affidavit of publication of the summary legal notice of estoppel of the resolution from the newspaper in which the same was published.

Please do not hesitate to call if you have any questions.

Very truly yours,

Randolph J. Mayer
RJM:jv
Enclosures

cc: James Nytko jnytko@capmark.org

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the South Salem Library, in South Salem, New York, in said Town, on March 14, 2016, at _____ o'clock _____ .M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION DATED MARCH 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$35,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF MUNICIPAL BUILDING IMPROVEMENTS, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital purpose hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purpose; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Lewisboro, Westchester County, New York, as follows:

Section 1. For the purpose of paying the cost of municipal building improvements, in and for the Town of Lewisboro, Westchester County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued up to \$35,000 bonds of said Town pursuant to the provisions of the Local Finance Law

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$35,000, and the plan for the financing thereof shall be by the issuance of the \$35,000 bonds authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby further determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in

such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Lewisboro, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Lewisboro, Westchester County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said

bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary in *The Lewisboro Ledger*, the official newspaper of the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of Lewisboro, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on March 14, 2016, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or other
news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on March ____, 2016.

Town Clerk

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Lewisboro, Westchester County, New York, on March 14, 2016, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Lewisboro, Westchester County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Supervisor; and that this LEGAL NOTICE shall be published.

The bond resolution follows:

BOND RESOLUTION DATED MARCH 14, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$35,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF MUNICIPAL BUILDING IMPROVEMENTS, IN AND FOR SAID TOWN.

The period of the aforesaid class of objects or purposes is ten years pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law. The maximum maturity of the bonds authorized will not exceed five years.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT THE TOWN HOUSE, 11 MAIN STREET, SOUTH SALEM, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: South Salem, New York
 March ____, 2016

Town Clerk