



**TOWN OF LEWISBORO
TOWN BOARD MEETING AGENDA
TOWN HOUSE
MONDAY, MARCH 13, 2023
7:30 P.M.**

I. COMMUNICATIONS

II. CONSENT AGENDA

- a. **Approval of Minutes of February 24, 2023**
- b. **Monthly Reports February 2023**
 - i. **Building Department**
 - ii. **Police Department**

III. NEW BUSINESS

- a. **Update: Comprehensive Plan Project Update and Community Outreach and Engagement Plan Overview – Katie McGinn**
- b. **Update: Tree Ordinance and Special Character Overlay District – John Wolff, Chair Conservation Advisory Council**
- c. **Resolution: Approving Westchester County Mutual Aid IMA and Authorizing Supervisor to Sign**
- d. **Resolution: Approving City Winn Carting Application for License to Collect and Dispose of Refuse and Recyclables**
- e. **Resolution: Confirm Building Inspector Kevin Kelly as Stormwater Management Officer and Fire Inspector**
- f. **Resolution: Confirm Eric Swarthout as OSPAC Chair**
- g. **Resolution: Approving Kellard Session Agreements and Authorizing Supervisor to Sign**
- h. **Resolution: Approving VRI Agreement and Authorizing Supervisor to Sign**
- i. **Discussion: Three Lakes DEP-Sponsored Study and Next Steps**

IV. PUBLIC COMMENT for New Business Only

V. APPROVAL OF CLAIMS

VI. POLLING OF THE BOARD

VII. ANNOUNCEMENTS

**Town Board Meeting – Monday, March 27, 2023, 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 Bouton Road Town Offices 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 in-person meeting, and we will try to accommodate whenever possible.

Join Zoom Meeting

<https://us06web.zoom.us/j/88040564503>

Meeting ID: 880 4056 4503

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 880 4056 4503

TOWN OF LEWISBORO
Building/Zoning Department
79 Bouton Road
South Salem, NY 10590

M5 Fee Report
From 01/30/2023 To 02/24/2023

Count by Type

| Fee Type | Count | Total |
|--------------------------------------|-------|--------------|
| Additional Building Permit Fee | 6 | \$5,971.00 |
| Additional CC Fee | 3 | \$100.00 |
| Additional CO Fee | 3 | \$5,871.00 |
| BUILDING PERMIT FEE | 41 | \$47,030.00 |
| CERTIFICATE OF COMPLIANCE FEE | 20 | \$1,430.00 |
| CERTIFICATE OF OCCUPANCY FEE | 19 | \$41,540.00 |
| ENVIRONMENTAL QUESTIONNAIRE-BUILDING | 10 | \$500.00 |
| RECORDS MANAGEMENT FEE | 40 | \$80.00 |
| RENEWAL FEE | 1 | \$252.00 |
| VARIANCE | 1 | \$252.00 |
| Wetland Administrative | 5 | \$1,100.00 |
| ZONING BOARD APPLICATION | 2 | \$504.00 |
| | 151 | \$104,630.00 |

TOWN OF LEWISBORO

Building & Zoning Department 79 Bouton Road, South Salem, NY 10590 914-763-3060

| | 2021 | | 2022 | | 2023 | YEAR TO DATE INCREASE BY MONTH |
|-------|------------------------------|-------|----------------------------|-------|----------------------------|--------------------------------------|
| | BUDGET REVENUE: \$510,000 | | BUDGET REVENUE: 600,000 | | BUDGET REVENUE: 600,000 | |
| MONTH | INCOME | MONTH | INCOME | MONTH | INCOME | |
| JAN | \$46,580.69 | JAN | \$129,768.00 | JAN | \$29,327.25 | -77% |
| FEB | \$46,052.00 | FEB | \$295,108.75 | FEB | \$104,630.00 | -65% |
| MAR | \$152,883.32 | MAR | \$39,169.50 | MAR | | -100% |
| APR | \$62,215.75 | APR | \$71,303.00 | APR | | -100% |
| MAY | \$87,484.00 | MAY | \$80,821.75 | MAY | | -100% |
| JUNE | \$172,756.00 | JUNE | \$68,812.00 | JUNE | | -100% |
| JULY | \$72,809.49 | JULY | \$71,446.25 | JULY | | -100% |
| AUG | \$51,153.00 | AUG | \$45,824.00 | AUG | | -100% |
| SEPT | \$107,715.18 | SEPT | \$91,686.50 | SEPT | | -100% |
| OCT | \$111,226.00 | OCT | \$39,835.75 | OCT | | -100% |
| NOV | \$176,999.75 | NOV | \$107,509.50 | NOV | | -100% |
| DEC | \$50,350.00 | DEC | \$57,401.50 | DEC | | -100% |
| | \$1,138,225.18 | | \$1,098,686.50 | | \$133,957.25 | |

Town Of Lewisboro Police Department

Monthly Activity Report

Search Type
Incident

Start Date
01/01/2023

End Date
12/31/2023

| INC TYPE CATEGORY | January | February | March | Row Total |
|-----------------------------|---------|----------|-------|-----------|
| Aided Case-EMS | 31 | 17 | | 48 |
| Aided-Assist Citizen | 25 | 16 | | 41 |
| Alarms (Burg./ Fire/ Panic) | 23 | 28 | | 51 |
| Animal | 8 | 7 | | 15 |
| Assist Other Agency | 3 | 4 | | 7 |
| Civil Comp | 2 | 1 | | 3 |
| Criminal Act | 1 | 3 | | 4 |
| Criminal Mischief | 1 | | | 1 |
| Detail | 32 | 23 | 1 | 56 |
| Discon/ Disturbance | 6 | 3 | | 9 |
| Domestics | 4 | | | 4 |
| Fire | 3 | 8 | | 11 |
| Fraud/ Identity Theft | 6 | 1 | | 7 |
| Harassment | 4 | | | 4 |
| Larceny | 2 | 2 | | 4 |
| Mental Health Incident | 6 | 7 | | 13 |
| Miscellaneous | 6 | 2 | | 8 |
| Motor Vehicle Accident | 12 | 9 | | 21 |
| Property | 2 | 3 | | 5 |
| Property Check | 632 | 680 | | 1312 |
| Records | 12 | 1 | | 13 |
| Road | 2 | 16 | | 18 |
| Summons Served/Attempted | 1 | 4 | | 5 |
| Suspicious | 10 | 11 | | 21 |
| Trespass | 1 | 5 | | 6 |
| Utility | 2 | 6 | | 8 |
| Vehicle | 7 | 6 | | 13 |
| Vehicle-V/T | 66 | 94 | | 160 |
| totals | 910 | 957 | 1 | 1868 |

The following are four recommended updates to the Tree Preservation Ordinance. The updated language is in red. The town attorney will of course need to review any changes that are to be enacted. The motivation for each of the sections is as follows:

203-3 A: This merely makes the Lewisboro ordinance consistence with Westchester County law. By updating the wording, the public is better informed of what Westchester requires. It is the feeling of the CAC and many others that many of our tree cutters are not licensed. The wording also shows a way for anyone to check their tree cutter.

203-4 Exceptions. The language for construction is not clear on clear cutting. The town has already had an instance of a property owner hiring a logging company to clear cut the property prior to construction. The updated language would prevent that and make the property owner identify only those trees necessary for construction, similar to what the wetland law requires. The ensuing building permit would then list the trees to be removed.

203-4 B Section 9. The current wording is a clear mistake and exempts property in the Special Overlay Character District (SOCD) from the law. The intention of the SOCD ordinance is to have a tighter review and not to have a complete exemption. The chair of ACARC, Rose Bonanno and I have agreed upon new language both in the Tree Ordinance and in the SOCD section.

203-8. Is a suggestion to require replacement of trees removed in violation of the ordinance. Some towns have this others do not. The CAC feels that requiring replacement is more in line with the intent of a tree ordinance. As noted, replacement could be an alternative to fines or reduce them.

203-3
A.

The Town Board will designate an approving authority to administer and enforce this chapter. The approving authority may be any individual duly appointed by resolution of the Town Board, including a licensed/certified arborist and/or the Town Building Inspector. Any approving authority shall seek the advice and recommendation of the Wetlands Inspector or any licensed/certified arborist engaged by the Town Board (as may be applicable) for purposes of reviewing any application seeking issuance of a permit pursuant to the chapter.

A property owner who has a valid tree removal permit, is removing a tree due to the allowed exceptions or is removing one or more of the allowed three trees per year, is required by Westchester County to employ a tree removal company licensed by Westchester County. A property owner can check if a company is licensed by going to westchester.gov. To verify if a contractor is licensed by Westchester County, the name can be inserted in the search box on the Home Improvement Contractors page. This page is under Consumer Protections which is under Departments. Also:

Steps to check for licensed tree removal

Go to:

<https://consumer.westchestergov.com/trades/find-a-licensed-contractor>

Type Tree Removal in the Look For: search box

203-4

B. Exceptions

(3)

Tree removal in connection with the construction, reconstruction, enlargement, moving or structural alteration of a building or other structure, including construction and installation of site improvements related thereto, for which an application for a building permit shall have been approved by the Building Inspector.

The application should include a listing of trees to be removed and should demonstrate that their removal is essential to the construction. Only trees that can be demonstrated to be essential to the construction should be removed

and the building permit should list the trees, similar to what is done for wetlands. A construction permit is not an authorization to clear cut property.

Section 203-4

Section B, #9 remove “Any tree removal in a Special Character Overlay District as defined in § **220-31**.”

Add section E

Any tree removal in a Special Character Overlay District as defined in § **220-31** in addition to meeting all the requirements of the Tree Preservation Ordinance, prior to the initiation of any action or the granting of any approval, a determination must be made by the Architecture and Community Appearance Review Council (ACARC).

In Section 220-31(B) SC Special Character Overlay District, change #9 to read:

“Tree removal in a Special Character Overlay District must conform to the Tree Removal Ordinance. The building department will be responsible for permits and enforcements.

Update to the Special Character Overlay District § 220-31 **B. (9) add:**

Removal or clearing of any live tree with a trunk diameter of 10 inches or more at a height of four feet. A review is not required before ACARC in the following circumstance:

Tree removal from any residential property within the Town of Lewisboro which involves, or concerns, a tree (or trees) located within sufficient proximity of a dwelling (up to a maximum of 100 feet) that it would reach the dwelling if it were to fall due to natural causes.

§ 203-8. Penalties for offenses. A. The owner of record of any property on which trees subject to this chapter are removed without the granting of a tree removal permit, or are removed in

violation of conditions attached to a tree removal permit, or any person removing or in the process of removing such trees, shall be guilty of a violation of this chapter, which shall be punishable by a fine of no less than \$250.00 or in excess of \$500.00 Each tree removed without a tree removal permit or in violation of the conditions attached to a tree removal permit shall constitute a separate offense.

Tree and Site Restoration

- A. Violators of the tree ordinance shall be responsible for restoring unlawfully damaged areas. The restoration, to the greatest extent practical, should re-create the site condition that would have existed in the absence of the violation.**
 - a. The restoration plan shall depict repairs of any environmental and property damage and the restoration of the site.**
 - b. Restoration plans on private property must be submitted to the building inspector for consideration and possible approval.**
- B. Restoration plan standards. The restoration plans shall be in accordance with the following standards:**
 - a. the number of trees required to be planted in their size shall be in accordance with the schedule in section C.**
 - b. The restoration plan shall include a maintenance plan and an agreement of security to ensure survival and maintenance of restoration trees for a minimum of three years.**
- C. The replacement of trees shall occur as prescribed in the following table.**

Tree Replacement Schedule

| DBH of Existing Tree Removed | Number of Replacement Trees |
|------------------------------|--|
| Less than 6 inches | 1 |
| Between 6 and 12 inches | 3 |
| Between 12 and 18 inches | 4 |
| Between 18 and 24 inches | 5 |
| Between 24 and 30 inches | 6 |
| Between 30 and 36 inches | 10 |
| 36 inches or greater | The equivalent of 3 inch caliper trees or greater needed to equal the DBH of the cut or removed tree |

Proper tree replacement may reduce the fine imposed at the discretion of the convening authority.

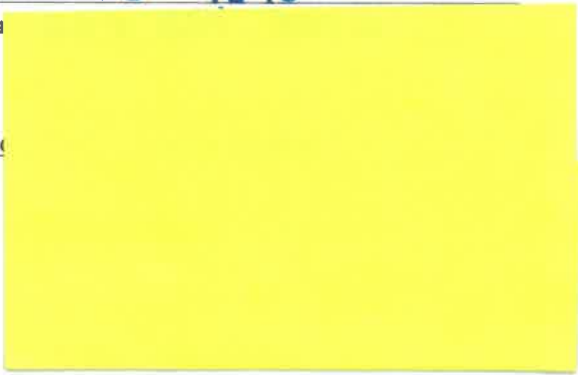
TOWN OF LEWISBORO
TOWN HOUSE
11 MAIN STREET
SOUTH SALEM, NEW YORK 10590

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, 23

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

1. Name of Applicant City Carting Inc
Business Address 8 Vindict Rd, Stamford, CT, 06907
Business Telephone & Fax Numbers 203 324-4090
Home & Emergency Telephone Number 

2. VEHICLES

Make _____ Model _____ Body Type _____

See Attachment

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

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

COMMERCIAL:

| <u>Size of Container</u> | <u>Pickup Frequency</u> | <u>Suggested Rate (Per Yard)</u> |
|--------------------------|-------------------------|----------------------------------|
| <u>1-10YD</u> | <u>1x to 6x</u> | <u>Based on weight</u> |
| _____ | <u>per wk</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. The fee schedule filed with the Town for the license period shall remain in effect for the license period, as defined herein, unless any change therein is filed with the Town no less than 60 days prior to date said revised fee schedule is to take effect.

RESIDENTIAL:

- A. Curbside 46
- B. Driveway less than 125 feet 58
- C. Driveway more than 125 feet 58

4. METHOD OF BILLING

Monthly or by contract agreement

Monthly

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

entire town

6. LOCATION OF TRANSFER SITES

Somers, NY,

7. PLACE OF DISPOSITION OF REFUSE

Somers Sanitation, 241 Rt 100, Somers, NY 10589

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. 03-0784

9. INSURANCE INFORMATION

| <u>Name of Agent</u> | <u>Insurance Company</u> | <u>Policy No.</u> | <u>Policy Period</u> |
|----------------------|--------------------------|-------------------|----------------------|
|----------------------|--------------------------|-------------------|----------------------|

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

Reggie Blumenthal
Stefano De Michael
Ted Supper
Julio Santillon
Eugene Charniott
Frank Vincent

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 Baucher CEO
John Bosch VP

12. NUMBER OF CUSTOMERS

2460 Residential / 28 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 Back up vehicles, Rental Vehicles, Back up drivers, Sub Contracts

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.

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

2/20/2023

Date

JLB VP

Applicant

Title

(Corporate Seal)

Sworn to before me this 20th day of February, 2023.

Debbie Boccuzzi Green
Notary Public

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: _____

Debbie Boccuzzi Green
Notary Public, State of Connecticut
My Commission Expires Nov. 30, 2025



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

| | |
|--|--|
| 1a. Legal Name & Address of Insured (use street address only) Wheelabrator Technologies Holding, Inc 100 Arboretum Dr., Suite 310 Portsmouth, New Hampshire 03801-7833 | 1b. Business Telephone Number of Insured (603) 929-3308 1c. Federal Employer Identification Number of Insured or Social Security Number 22-2678047 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Lewisboro 11 Main Street South Salem, NY 10509 | 3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box 1a 942737 3c. Policy Effective Period 01/01/2023 to 12/31/2023 |

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of 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 and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed **02/10/2023** By **Nancy Moss**
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **800-247-6875** Name and Title **Nancy Moss Client Advocate Support**

IMPORTANT: If Boxes 4A and 5A are 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, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Numbers _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave 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 and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled 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 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.

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 NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE 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 and after January first, two thousand and twenty-one, the payment of family leave 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 and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2023

DATE (MM/DD/YYYY)

9/27/2022

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 have ADDITIONAL INSURED provisions or 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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED 1483964 City Carting, Inc. 8 Viaduct Road Stamford CT 06907 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Zurich American Insurance Company | NAIC # 16535 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** 17414019**REVISION NUMBER:** XXXXXXXX

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 INSD | SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | N | GLO-7515465-02 | 9/30/2022 | 12/1/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | BAP-7520788-02 | 9/30/2022 | 12/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| A | 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"/> N | N/A | WC-7515469-02 | 9/30/2022 | 9/30/2023 | <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)
Additional Insured in favor of Town of Lewisboro on the General Liability where and to the extent required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

17414019
Town of Lewisboro
Town House
11 Main Street
South Salem NY 10590

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT

This agreement for the performance of engineering services is entered into this 2nd day of February, 2023 by and between Kellard Sessions Consulting, Engineering & Landscape Architecture Planning, D.P.C. (hereinafter referred to as "Kellard Sessions Consulting") and Town of Lewisboro (Client).

KELLARD SESSIONS CONSULTING: 500 Main Street
Armonk, New York 10504
914-273-2323

CLIENT:

Name: Supervisor Tony Goncalves
Company: Town of Lewisboro
Street Address: 11 Main Street
City / State / Zip: South Salem, New York 10590

BILLING INFORMATION:

Name: Same as Client
Company:
Address:
City / State / Zip:

PROJECT LOCATION:

Project: Stormwater Management Program – Year 2023
Illicit Discharge Detection and Elimination
Stormwater Outfall Inspection/GIS Mapping
Town / State: Lewisboro, New York

PROPOSAL/SCOPE DATE: February 2, 2023

COST OF SERVICES: See Page 5.

Client hereby engages Kellard Sessions Consulting to perform the services described and referred to herein and agrees to pay Kellard Sessions Consulting for such services, and acknowledges that the terms of this agreement are subject to Kellard Sessions Consulting's standard contract terms.

TOWN OF LEWISBORO (CLIENT)

By: (signature)

(printed)

Tony Goncalves

Title: Supervisor

Date:

KELLARD SESSIONS CONSULTING

By: (signature)

(printed)

Joseph M. Cermele, P.E., CFM

Title: Principal

Date:

February 2, 2023

https://kellardsessionsconsulti.sharepoint.com/sites/Kellard/Shared/Joel/Proposals/Lewisboro_StormwaterOutfalls_Yr2023.docx

SCOPE OF SERVICES

Kellard Sessions Consulting is pleased to submit this proposal to provide professional engineering services pertaining to the annual inspection of the Town's stormwater outfalls and maintenance of the Town's Geographic Information Systems (GIS) stormwater drainage data.

I. FIELD INSPECTION OF OUTFALLS ($\pm 20\%$ OF TOTAL) FOR YEAR 2023

As the Town Board is aware, in 2012, Kellard Sessions Consulting completed a town-wide inventory of the stormwater conveyance system and all stormwater outfalls located within the Town of Lewisboro. All outfalls were field located by our office and have been mapped using GIS, as required by the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) (hereafter referred to as "the SPDES General Permit"). Minimum Control Measure #3, Illicit Discharge Detection and Elimination, of the SPDES General Permit requires the Town to conduct an outfall reconnaissance inventory addressing every outfall within the Town's jurisdiction at a frequency of at least once every five (5) years, with reasonable progress each year. Since the Town-wide inventory has been completed, approximately 20% of the outfalls must be inspected and reported each year, with all outfalls being inspected every five (5) years. The Town Board will recall that Kellard Sessions Consulting completed the outfall reconnaissance inventory for 100% of the outfalls during Years 2013 – 2018 and continues to inspect $\pm 20\%$ annually.

Kellard Sessions Consulting originally identified and mapped a total of 689 outfalls which discharge stormwater from the Town's conveyance system. Each outfall was mapped, photographed, provided a unique identification number and was assessed for outfall type, material type, dimension, sub-watershed, overall condition and the name of the watercourse to which it discharges. In order to maintain compliance with NYSDEC regulations, Kellard Sessions Consulting proposes to inspect approximately 135 outfalls in the 2023 calendar year (approximately 20% of the total number of outfalls). Kellard Sessions Consulting is uniquely qualified to complete this work as we have physically located, mapped and previously inspected each of these outfalls.

Kellard Sessions Consulting will field-inspect each outfall and will complete the mandatory Outfall Reconnaissance Inventory Field Sheet, which includes information such as outfall location, type, shape, dimension, flow volume, temperature, pH, and other physical indicators for flowing and non-flowing outfalls. In addition to completing the Reconnaissance Form, a photograph of each outfall will be taken. Following completion of this work, Kellard Sessions Consulting will provide the Town with hard copies of the Reconnaissance Forms and photographs, presented and categorized in a three-ring binder, in addition to a digital copy in PDF format suitable for archiving. The Westchester County GIS Department is currently investigating alternative methods for data collection, including digital or web-based inventory systems on hand held devices. The format and inventory platform has not yet been defined; however, Kellard Sessions Consulting will certainly take advantage of any programs or platforms made available by Westchester County which streamlines this task and provides the Town with user-friendly access to a county-wide database.

II. GIS STORMWATER DATA MAINTENANCE (YEAR 2023)

As required by the SPDES General Permit, in 2012, Kellard Sessions Consulting completed a Town-wide inventory of MS4 regulated stormwater outfalls and an inventory of the Town's stormwater conveyance system within the portion of town located within the New York City East of Hudson Watershed (approximately 75% of the Town). Under a prior agreement with the Town, Kellard Sessions Consulting field located and inventoried all Town-owned drainage inlets, outfalls, pipes, culverts, manholes, swales and drainage ditches which were then mapped using GIS.

As the Town completes its annual inventory and re-assessment of stormwater outfalls (described in Section I above) and as the Town's stormwater conveyance system may be modified and expanded over time, it will be necessary for the Town to maintain and update its GIS data and inventory. To maintain a level of consistency and accuracy, Kellard Sessions Consulting proposes to maintain the Town's stormwater-related GIS data, specifically the drainage inlets, outfalls, pipes, manholes, and open drainage datasets previously created, populated and delivered to the Town by this office.

Kellard Sessions Consulting will update the Town's stormwater outfall dataset, inclusive of any new outfalls found in the field which were not previously inventoried. Further, this office proposes to meet with the Town Highway Superintendent periodically to discuss any modifications or additions to the Town's stormwater conveyance infrastructure so that these new or modified features can be inventoried and the appropriate GIS dataset (inlets, outfalls, pipes, manholes, and open drainage) be updated accordingly. Kellard Sessions Consulting will provide the Town with revised/updated data, via CDROM or other acceptable storage device.

ADDITIONAL SERVICES

Additional services shall include all services not specifically defined within the Scope of Services above. If required, additional services shall be billed based on a determined lump sum fee agreed to between the Town and Kellard Sessions Consulting prior to commencement of additional work, or the hourly rate schedule for the year services are performed.

FEES

Kellard Sessions Consulting shall provide the services presented within Scope of Services for the fees stated herein:

- I. Field Inspection of Outfalls ($\pm 20\%$ of total) for Year 2023 \$5,100.00
- II. GIS Stormwater Data Maintenance (Year 2023) T&M as Required (Not to Exceed \$3,500.00)

Regarding fees associated with the GIS Stormwater Data Maintenance task, time spent on updating the Town's GIS stormwater datasets will depend on the extent of modifications made to the Town's stormwater conveyance system by either the Town or others who would be donating such improvements to the Town. The cost for such services shall be limited to \$3,500.00 unless approved in advance by the owner.

CONTRACT

This agreement for the performance of engineering services is entered into this 2nd day of February, 2023, by and between Kellard Sessions Consulting, Engineering & Landscape Architecture Planning, D.P.C. (hereinafter referred to as "Kellard Sessions Consulting") and Town of Lewisboro (Client).

KELLARD SESSIONS CONSULTING: 500 Main Street
Armonk, New York 10504
914-273-2323

CLIENT:

Name: Supervisor Tony Goncalves
Company: Town of Lewisboro
Street Address: 11 Main Street
City / State / Zip: South Salem, New York 10590

BILLING INFORMATION:

Name: Same as Client
Company:
Address:
City / State / Zip:

PROJECT LOCATION:

Project: Stormwater Management Program – Year 2023
MS4 Municipal Compliance Certification and Annual Report
Semi-Annual Progress Reports
Town / State: Lewisboro, New York

PROPOSAL/SCOPE DATE: February 2, 2023

COST OF SERVICES: See Page 4.

Client hereby engages Kellard Sessions Consulting to perform the services described and referred to herein and agrees to pay Kellard Sessions Consulting for such services, and acknowledges that the terms of this agreement are subject to Kellard Sessions Consulting's standard contract terms.

TOWN OF LEWISBORO (CLIENT)

By: (signature)

(printed)

Tony Goncalves

Title: Supervisor

Date:

KELLARD SESSIONS CONSULTING

By: (signature)

(printed)

Joseph M. Cermele, P.E., CFM

Title: Principal

Date:

February 2, 2023

https://kellardsessionsconsulti.sharepoint.com/sites/Kellard/Shared/Joel/Proposals/Lewisboro_MS4 Reports_Yr2023.docx

SCOPE OF SERVICES

Kellard Sessions Consulting is pleased to submit this proposal to provide professional engineering services necessary for the filing of compliance certificates to the New York State Department of Environmental Conservation (NYSDEC) under their Phase II Stormwater General Permit requirements.

Each year every Municipal Separate Storm Sewer System (MS4) within New York State is required to file an MS4 Municipal Compliance Certification and Annual Report which outlines the activities which have taken place over the past year (reporting period ending March 9) in meeting the MS4's goals. The Annual Report must be filed with the State by June 1, 2023 for the annual activity period ending in March 2023. The report must be made available to the public prior to the June filing in accordance with the General Permit. In addition to the Annual Report, MS4s located within watershed improvement strategy areas, such as the Croton Watershed, are also required to prepare Semi-Annual Progress Reports. The Semi-Annual Progress Reports must be filed with the State by December 1, outlining activities which have taken place for the interim reporting period of March 10 through September 9, and filed by June 1 for the reporting period of September 10 through March 9 in meeting the MS4 goals. Unlike the Annual Report, there is no public presentation requirement prior to the filing of the Semi-Annual Progress Reports. This proposal has been prepared with the understanding that Kellard Sessions Consulting shall prepare and file, on behalf of the community, its MS4 Municipal Compliance Certification and two (2) Semi-Annual Progress Reports, as required by NYSDEC GP-0-15-003.

I. STORMWATER MANAGEMENT PROGRAM

A. Kellard Sessions Consulting shall obtain documentation, from persons responsible for implementing and coordinating measurable goals with specific tasks, necessary to meet the various requirements of the MS4 Stormwater Management Program in compliance with the NYSDEC General Permit. Goals will be outlined and provided to the various Departments which include the Planning Department, Building Department, Highway Department and Conservation Advisory Committee. It shall be those Department's responsibilities to provide the annual and semi-annual documentation and reporting for their Departments. In addition to data compiled from various Town Departments, Kellard Sessions Consulting shall collect and report required information related to various Stormwater Pollution Prevention Plan (SWPPP) review and approval, construction inspection and stormwater retrofit implementation. Kellard Sessions Consulting shall coordinate the reporting from the Departments and prepare and submit the MS4 Municipal Compliance Certification and Annual Report due June 2023 and Semi-Annual Progress Reports due June and December 2023, as required, for filing with the NYSDEC based on the various Department's reports.

B. Public Information Reporting

Kellard Sessions Consulting shall, prior to submitting the Annual Report to NYSDEC due in June, provide a Draft Annual Report to be made available to the public for review and comment prior to filing with the State. The report may be presented by the Town Board, either at a public meeting or made available on the Town website; both alternatives are compliant with the General Permit. Kellard Sessions Consulting shall prepare a final report to be filed with the State, which includes a summary of any comments that may be received and responses.

ADDITIONAL SERVICES

Additional services shall include all services not specifically defined within the Scope of Services above. If required, additional services shall be billed based on a determined lump sum fee agreed to between the Town and Kellard Sessions Consulting prior to commencement of additional work, or the hourly rate schedule for the year services are performed.

FEES

Kellard Sessions Consulting shall provide the services presented within Scope of Services for the fees stated herein:

- I. Stormwater Management Program Time and Materials ("T&M")
Not to Exceed \$5,700.00

Town of Lewisboro

Oakridge Water District Treatment Facility and Distribution System

submitted by

VRI Environmental Services, Inc.

March 1, 2023

CONTRACT

By and between VRI ENVIRONMENTAL SERVICES, INC., 1847 Route 55, LaGrangeville, NY 12540 (hereinafter referred to as “VRI”), and the TOWN OF LEWISBORO, OAKRIDGE WATER DISTRICT., 11 Main Street, PO Box 500, South Salem, NY 10590 (hereinafter referred to as “OWNER”):

WITNESSETH:

WHEREAS, Owner wishes to provide centralized and uniform operations and maintenance of the Owner’s Water Treatment Facilities and distribution system.

WHEREAS, VRI has agreed to provide the same; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Scope of Services

- a. VRI will staff the Owner’s Water Treatment Facilities with sufficient personnel qualified in technical, administrative and management duties to satisfy Westchester County, New York State and Federal regulatory requirements regarding water treatment operations and maintenance, and the needs of the Owner. Staffing shall consist of one Certified Operator for 14 hours per week with management oversight.**
- b. Routine Services shall consist of:**
 - i. Daily plant inspections**
 - ii. Daily water quality testing**
 - iii. Monthly regulatory sampling**
 - iv. Maintaining proper chemical dosage to the water system**
 - v. Assuring proper amounts of chemicals are available on-site**
 - vi. Moving chemicals as necessary**
 - vii. Daily housekeeping**
 - viii. Proper preventive maintenance of all facility equipment**
 - ix. Daily checks of distribution system including all storage facilities**

- x. Record keeping of all associated operating, testing and maintenance parameters**
 - xi. Quarterly meter reading**
- c. VRI will maintain compliance with the permits and regulations of the New York State Department of Health, including inspections, all daily testing and periodic reports required by same. VRI will also maintain a professional relationship with all local and state regulatory agencies.**
- d. VRI will provide a twenty-four (24) hour, seven (7) day per week emergency call service. Emergency services and non routine services provided shall be billed as per section (V) Compensation, paragraph (b).**
- e. VRI will assure that a comprehensive corrective and preventative maintenance program is in place and will provide the Owner with full documentation of both levels of maintenance performed on all Owner equipment. All corrective and preventative maintenance will be performed in accordance with the manufacturer's recommendations.**
- f. VRI will update Owner's inventory of spare parts, materials, and chemicals at the Water Treatment Facilities.**
- g. VRI will provide the necessary data required for and assist Owner personnel in budget preparation relating to the various treatment facilities.**
- h. VRI will be available for routine inspections and meeting with all regulatory agencies.**
- i. VRI will be responsible for complete operation and maintenance of the water treatment facilities.**
- j. VRI assures that appropriate training programs will be implemented in the areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc.**
- k. VRI will maintain the water distribution system including flushing of the hydrants and visually inspecting and recording data at the storage tanks.**
- l. VRI will investigate and repair water main breaks, hydrants, answering water complaints, locating leaks, and shut offs for customers, water meter installations/replacements, etc. These services will be charged and billed as per the rates established.**

II. Services Not Provided by VRI:

- a. Engineering fees and legal fees
- b. Utility costs (to be billed directly to Owner)
- c. Chemical costs (to be billed directly to Owner)
- d. Laboratory fees
- e. Lawn mowing & snow plowing
- f. Capital Items and maintenance supplies
- g. Special regulatory sampling
- h. Corrective maintenance
- i. Any work pertaining to water closets
- j. Capital Improvements
- k. Emergency repairs to facilities and distribution
- l. All other items not specifically identified in Scope of Services.

III. Term of the Agreement:

- a. The initial term of this Agreement shall be for three (3) years, with two (2) automatic one (1) year renewals commencing on the Service Commencement Date. The Service Commencement Date shall be March 1, 2023.
- b. Upon completion of the facility upgrade, this contract will be subject to change based on the requirements of the new facility.

IV. Termination:

- a. Either party hereto may terminate this agreement without cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.

V. Compensation:

a. VRI shall be compensated as follows:

i. \$51,810.00 per year

ii. To be paid in twelve equal installments of \$4,317.50 per month

b. If Owner requests VRI to provide services over and above those set forth herein, or emergency callouts are necessary, said services will be billed at the following rates:

| | |
|-------------------|--------------------|
| 1. Principal | \$ 143.83 per hour |
| 2. Mechanic | \$ 121.29 per hour |
| 3. Manager | \$ 121.29 per hour |
| 5. Plant Operator | \$ 86.99 per hour |
| 6. Laborer | \$ 97.54 per hour |

Rates are valid Monday through Friday 8am to 4pm

After hour rates are subject to time and one half

Rates are subject to double the rate on Sundays and Holidays

In each succeeding year, if the contract exceeds 12-months, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States. The increase will be based upon the commencement date figures for each year, with a minimum increase of 2% and a 5% maximum.

VI. Insurance:

VRI shall maintain the following insurance during the term of this Agreement:

a. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence with a two million dollar (\$2,000,000.00) general aggregate with a four-million-dollar umbrella (\$4,000,000.00) for each occurrence and general aggregate.

b. Worker's Compensation Insurance for all VRI employees employed at the Treatment Facilities, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each accident.

- c. Automobile Liability Insurance in the amount of five hundred thousand dollars (\$500,000) for collision, comprehensive, bodily injury, and property damages.**

Within thirty (30) calendar days of the date hereof, VRI shall furnish the Owner with satisfactory proof of such insurance, given the OWNER while this Agreement is in effect. These policies will be in effect at the time VRI commences services hereunder at the Treatment Facilities.

The OWNER shall be included as an additional insured according to its interest during the term of this Agreement.

VII. Indemnification

With respect to any and all claims by OWNER, VRI agrees to indemnify and hold harmless the OWNER and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits liabilities, losses and expenses incurred by the OWNER which are caused solely by the negligent acts or omissions of VRI in the performance of its services under this agreement; provided, however, that in the event that both OWNER and VRI are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, OWNER and VRI shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by OWNER as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollution or contaminant, VRI'S obligations to the OWNER for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state, federal law, rule or regulation; (ii) unless such loss, damage, injury or claim results from the operator negligence of VRI.

VRI'S liability to the OWNER for any loss, damage, injury, claim or expense of any kind or nature caused directly or indirectly by the performance or nonperformance by VRI of its obligations pursuant to this Agreement shall be limited to general money damages in an amount equal to the amount of any proceeds of insurance received by the VRI with respect to such a loss. VRI shall not be liable for indirect or consequential damages including, but not limited to, loss of profit or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages.

Owner acknowledges that, in seeking the services of VRI under this Agreement, OWNER is requesting VRI to undertake uninsurable environmental and other operational obligations for the OWNER'S benefit. Therefore, OWNER agrees that, with the exception such liability as may arise solely out of negligence by VRI in performing services under this Agreement, OWNER shall indemnify, defend and hold harmless VRI, inc., its directors, officers, employees and agents from and against any and all claims caused, arising out of or occasioned by acts of OWNER, its employees or officers persons in violation of local, state, or federal laws including, but not limited to, the Clean Water Act, CERCLA or RCRA and directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substance, waste pollutants or contaminants of any kind, whether at OWNER'S Treatment Facilities or at any other location.

VIII. Force Majeure:

- a. VRI shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, VRI shall operate the facilities on a best-efforts basis (at no additional cost to VRI) and shall not be responsible for effluent characteristics or damages, fines, penalties, or claims resulting therefrom; if any additional expense is incurred by VRI in such operations, that expense shall be an Extraordinary Cost, and shall be reimbursed by Owner.**

IX. Existing Equipment:

- a. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. VRI shall have the right to use any such equipment in the normal daily operation, maintenance, and emergency repair of the Owner's facilities. VRI will maintain the equipment; Owner will pay for repairs and consumables, such as fuel, oil, tires, etc. At the termination of this Agreement, all equipment will be accounted for and returned to Owner with normal wear for corresponding equipment run times.**

X. Independent Contractor:

- a. The relationship of VRI to Owner is that of an independent contractor. None of the employees or agents of VRI shall be considered employees of Owner.

XI. Enforcement:

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

XII. Assignment:

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

XIII. Entire Agreement:

- a. This Agreement contains the entire Agreement between Owner and VRI, and supersedes all previous or contemporaneous communications, representations, or agreements. This Agreement may be modified only by written amendment signed by both parties.

XIV. Notices:

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested postage prepaid. Notices required to be given to VRI shall be addressed as follows:

**Mr. Joseph McLaughlin, President
VRI Environmental Services, Inc. (VRI)
1847 Route 55
LaGrangeville, New York 12540
Phone: 845-677-3839**

- b. Notices required to be given to Owner shall be addressed as follows:

**TOWN OF LEWISBORO
Oakridge Water District
11 Main Street, P.O. Box 500
South Salem, NY 10590**

XV. Severability:

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The Owner and VRI Environmental have caused this Agreement to be duly executed as of the day and year first above written:

VRI Environmental Services, Inc. (VRI)

**By: _____ Date: _____
Joseph McLaughlin
President**

Town of Lewisboro, Oakridge Water District

By: _____ Date: _____

Town of Lewisboro

Oakridge Sewer District Treatment Facility and Collection System

submitted by

**VRI Environmental Services, Inc.
(VRI)**

March 1, 2023

CONTRACT

By and between VRI ENVIRONMENTAL SERVICES, INC., 1847 Route 55, Lagrangeville, NY 12540 (hereinafter referred to as “VRI”), and the TOWN OF LEWISBORO, OAKRIDGE SEWER DISTRICT., 11 Main Street, PO Box 500, South Salem, NY 10590 (hereinafter referred to as “OWNER”):

WITNESSETH:

WHEREAS Owner wishes to provide centralized and uniform operations and management of the Owner’s Wastewater Treatment Facility and associated Collection system.

WHEREAS, VRI has agreed to provide the same; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Scope of Services

a. VRI will staff the Owner’s Wastewater Treatment Facility with sufficient personnel qualified in technical, laboratory, administrative and management duties to satisfy New York State and Federal regulatory requirements regarding wastewater treatment operations and maintenance, routine services, and the needs of the Owner. The staffing will average 19 hours per week of a Certified Operator and management oversight.

b. Routine Services shall consist of:

- i. Daily site visits**
- ii. Daily SPDES testing and sampling**
- iii. Routine pump station checks**
- iv. Facility equipment upkeep and preventative maintenance**
- v. Regulatory inspections and meetings**
- vi. Inventory control**
- vii. Contract administration**
- viii. Chemical and fuel ordering**
- ix. Monthly report submittals to agencies and Owner**
- x. Monthly operation report submittals to Owner**
- xi. Assistance in capital and operating budget preparation**
- xii. Respond to regulatory correspondence addressed to Owner where operational data is required**

- c. VRI will maintain compliance with the permits and regulations of the New York State Department of Environmental Conservation, including inspections, all daily testing and periodic reports required by same. VRI will maintain a professional and cooperative relationship with all local and state regulatory agencies.**
- d. The goal of the VRI is to operate the Treatment Facilities to meet all the Effluent Requirements of the existing State Pollutant Discharge Elimination System (“SPDES”) permit as well as any other federal, state and local requirements. VRI shall operate the Treatment Facilities using reasonable efforts to provide this level of treatment, provided that at all times influent flow does not exceed the design levels.**
- e. VRI will provide a twenty-four (24) hour, seven (7) day per week emergency call service. Emergency services and non routine services provided shall be billed as per section (V) Compensation, paragraph (b).**
- f. VRI will comply with all applicable Federal, State and Local laws, rules and regulations.**
- g. VRI assures that appropriate training programs will be implemented in the areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc.**

II. Services Not Provided by VRI:

- a. Engineering fees and legal fees**
- b. Utility costs (to be billed directly to Owner)**
- c. Chemical costs (to be billed directly to Owner)**
- d. Lawn mowing & snow plowing**
- e. Sludge hauling and removal (both wet and dry)**
- f. Certified Laboratory fees**
- g. Equipment and Supplies**
- h. Emergency Repairs including collection system blockages and breaks**
- i. Corrective maintenance**
- j. Capital Improvements**
- k. All other items not specifically identified in Scope of Services**

III. Term of the Agreement:

- a. The initial term of this Agreement shall be for three (3) years, with two (2) automatic one (1) year renewals commencing on the Service Commencement Date. The Service Commencement Date shall be March 1, 2023.

IV. Termination:

- a. Either party hereto may terminate this agreement without cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.

V. Compensation:

a. VRI shall be compensated as follows:

- i. \$77,715.36 per year**
- ii. To be paid in twelve equal installments of \$ 6,476.28 per month.**

b. If Owner requests VRI to provide services over and above those set forth herein, or emergency callouts are necessary, said services will be billed at the following rates:

| | |
|--------------------------|---------------------------|
| 1. Principal | \$ 143.83 per hour |
| 2. Mechanic | \$ 121.29 per hour |
| 3. Manager | \$ 121.29per hour |
| 5. Plant Operator | \$ 86.99 per hour |
| 6. Laborer | \$ 97.54 per hour |

Rates are valid Monday through Friday 8am to 4pm

After hour rates are subject to time and one half

Rates are subject to double the rate on Sundays and Holidays

In each succeeding year, if the contract exceeds 12-months, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States. The increase will be based upon the commencement date figures for each year, with a minimum increase of 2% and a 5% maximum.

VI. Insurance:

VRI shall maintain the following insurance during the term of this Agreement:

- a. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence with a two million dollar (\$2,000,000.00) general aggregate with a four-million-dollar umbrella (\$4,000,000.00) for each occurrence and general aggregate.**
- b. Worker's Compensation Insurance for all VRI employees employed at the Treatment Facilities, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each accident.**
- c. Automobile Liability Insurance in the amount of five hundred thousand dollars (\$500,000) for collision, comprehensive, bodily injury, and property damages.**

Within thirty (30) calendar days of the date hereof, VRI shall furnish the Owner with satisfactory proof of such insurance, given the OWNER while this Agreement is in effect. These policies will be in effect at the time VRI commences services hereunder at the Treatment Facilities.

The OWNER shall be included as an additional insured according to its interest during the term of this Agreement.

VII. Indemnification

With respect to any and all claims by OWNER, VRI agrees to indemnify and hold harmless the OWNER and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits liabilities, losses and expenses incurred by the OWNER which are caused solely by the negligent acts or omissions of VRI in the performance of its services under this agreement; provided, however, that in the event that both OWNER and VRI are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, OWNER and VRI shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by OWNER as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollution or contaminant, VRI'S obligations to the OWNER for

indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state, federal law, rule or regulation; (ii) unless such loss, damage, injury or claim results from the operator negligence of VRI.

VRI'S liability to the OWNER for any loss, damage, injury, claim or expense of any kind or nature caused directly or indirectly by the performance or nonperformance by VRI of its obligations pursuant to this Agreement shall be limited to general money damages in an amount equal to the amount of any proceeds of insurance received by the VRI with respect to such a loss. VRI shall not be liable for indirect or consequential damages including, but not limited to, loss of profit or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages.

Owner acknowledges that, in seeking the services of VRI under this Agreement, OWNER is requesting VRI to undertake uninsurable environmental and other operational obligations for the OWNER'S benefit. Therefore, OWNER agrees that, with the exception such liability as may arise solely out of negligence by VRI in performing services under this Agreement, OWNER shall indemnify, defend and hold harmless VRI, inc., its directors, officers, employees and agents from and against any and all claims caused, arising out of or occasioned by acts of OWNER, its employees or officers persons in violation of local, state, or federal laws including, but not limited to, the Clean Water Act, CERCLA or RCRA and directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substance, waste pollutants or contaminants of any kind, whether at OWNER'S Treatment Facilities or at any other location.

VIII. Force Majeure:

- a. VRI shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, VRI shall operate the facilities on a best-efforts basis (at no additional cost to VRI) and shall not be responsible for effluent characteristics or damages, fines, penalties, or claims resulting therefrom; if any additional expense is incurred by VRI in such operations, that expense shall be an Extraordinary Cost, and shall be reimbursed by Owner.**

IX. Existing Equipment:

- a. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. VRI shall have the right to use any such equipment in the normal daily operation, maintenance, and emergency repair of the Owner's facilities. VRI will maintain the equipment; Owner will pay for repairs and consumables, such as fuel, oil, tires, etc. At the termination of this Agreement, all equipment will be accounted for and returned to Owner with normal wear for corresponding equipment run times.

X. Independent Contractor:

- a. The relationship of VRI to Owner is that of an independent contractor. None of the employees or agents of VRI shall be considered employees of Owner.

XI. Enforcement:

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

XII. Assignment:

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

XIII. Entire Agreement:

- a. This Agreement contains the entire Agreement between Owner and VRI, and supersedes all previous or contemporaneous communications, representations, or agreements. This Agreement may be modified only by written amendment signed by both parties.

XIV. Notices:

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested postage prepaid. Notices required to be given to VRI shall be addressed as follows:

**Mr. Joseph McLaughlin, President
VRI Environmental Services, Inc. (VRI)
1847 Route 55
LaGrangeville, New York 12540
Phone: 845-677-3839**

- b. Notices required to be given to Owner shall be addressed as follows:

**TOWN OF LEWISBORO
Oakridge Sewer District
11 Main Street, P.O. Box 500
South Salem, NY 10590**

XV. Severability:

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The Owner and VRI Environmental have caused this Agreement to be duly executed as of the day and year first above written:

VRI Environmental Services, Inc. (VRI):

**By: _____ Date: _____
Joseph McLaughlin
President**

Town of Lewisboro, Oakridge Sewer District

By: _____ Date: _____

Town of Lewisboro

Wild Oaks Sewer District Treatment Facility and Collection System

submitted by

**VRI Environmental Services, Inc.
(VRI)**

March 1, 2023

CONTRACT

By and between VRI ENVIRONMENTAL SERVICES, INC., 1847 Route 55, Lagrangeville, NY 12540 (hereinafter referred to as "VRI"), and the TOWN OF LEWISBORO, WILD OAKS SEWER DISTRICT., 11 Main Street, PO Box 500, South Salem, NY 10590 (hereinafter referred to as "OWNER"):

WITNESSETH:

WHEREAS Owner wishes to provide centralized and uniform operations and management of the Owner's Wastewater Treatment Facility and associated Collection system.

WHEREAS, VRI has agreed to provide the same; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Scope of Services

- a. VRI will staff the Owner's Wastewater Treatment Facility with sufficient personnel qualified in technical, laboratory, administrative and management duties to satisfy New York State and Federal regulatory requirements regarding wastewater treatment operations and maintenance, routine services, and the needs of the Owner. The staffing will average 12 hours per week of a Certified Operator, and management oversight.
- b. Routine Services shall consist of:
 - i. Daily site visits
 - ii. Daily SPDES testing and sampling
 - iii. Routine pump station checks
 - iv. Facility equipment upkeep and preventative maintenance
 - v. Regulatory inspections and meetings
 - vi. Inventory control
 - vii. Contract administration
 - viii. Chemical and fuel ordering
 - ix. Monthly report submittals to agencies and Owner
 - x. Monthly operation report submittals to Owner
 - xi. Assistance in capital and operating budget preparation
 - xii. Respond to regulatory correspondence addressed to Owner where operational data is required

- c. VRI will maintain compliance with the permits and regulations of the New York State Department of Environmental Conservation, including inspections, all daily testing and periodic reports required by same. VRI will maintain a professional and cooperative relationship with all local and state regulatory agencies.**
- d. The goal of the VRI is to operate the Treatment Facilities to meet all the Effluent Requirements of the existing State Pollutant Discharge Elimination System (“SPDES”) permit as well as any other federal, state, and local requirements. VRI shall operate the Treatment Facilities using reasonable efforts to provide this level of treatment, provided that at all times influent flow does not exceed the design levels.**
- e. VRI will provide a twenty-four (24) hour, seven (7) day per week emergency call service. Emergency services and non routine services provided shall be billed as per section (V) Compensation, paragraph (b).**
- f. VRI will comply with all applicable Federal, State and Local laws, rules and regulations.**
- g. VRI assures that appropriate training programs will be implemented in the areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc.**

II. Services Not Provided by VRI:

- a. Engineering fees and legal fees**
- b. Utility costs (to be billed directly to Owner)**
- c. Chemical costs (to be billed directly to Owner)**
- d. Sludge hauling and removal (both wet and dry)**
- e. Certified Laboratory fees**
- f. Equipment and Supplies**
- g. Emergency Repairs including collection system blockages or breaks**
- h. Corrective maintenance**
- i. Capital Improvements**
- j. All other items not specifically identified in Scope of Services**

III. Term of the Agreement:

- a. The initial term of this Agreement shall be for three (3) years, with two (2) automatic one (1) year renewals commencing on the Service Commencement Date. The Service Commencement Date shall be March 1, 2023.**

IV. Termination:

- a. Either party hereto may terminate this agreement without cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.**

V. Compensation:

a. VRI shall be compensated as follows:

- i. \$69,501.48 per year**
- ii. To be paid in twelve equal installments of \$ 5,791.79 per month.**

b. If Owner requests VRI to provide services over and above those set forth herein, or emergency callouts are necessary, said services will be billed at the following rates:

| | |
|--------------------------|---------------------------|
| 1. Principal | \$ 143.83 per hour |
| 2. Mechanic | \$ 121.29 per hour |
| 3. Manager | \$ 121.29per hour |
| 5. Plant Operator | \$ 86.99 per hour |
| 6. Laborer | \$ 97.54 per hour |

Rates are valid Monday through Friday 8am to 4pm

After hour rates are subject to time and one half

Rates are subject to double the rate on Sundays and Holidays

In each succeeding year, if the contract exceeds 12-months, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States. The increase will be based upon the commencement date figures for each year, with a minimum increase of 2% and a 5% maximum.

VI. Insurance:

VRI shall maintain the following insurance during the term of this Agreement:

- a. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence with a two million dollar (\$2,000,000.00) general aggregate with a four-million-dollar umbrella (\$4,000,000.00) for each occurrence and general aggregate.**
- b. Worker's Compensation Insurance for all VRI employees employed at the Treatment Facilities, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each accident.**
- c. Automobile Liability Insurance in the amount of five hundred thousand dollars (\$500,000) for collision, comprehensive, bodily injury, and property damages.**

Within thirty (30) calendar days of the date hereof, VRI shall furnish the Owner with satisfactory proof of such insurance, given the OWNER while this Agreement is in effect. These policies will be in effect at the time VRI commences services hereunder at the Treatment Facilities.

The OWNER shall be included as an additional insured according to its interest during the term of this Agreement.

VII. Indemnification

With respect to any and all claims by OWNER, VRI agrees to indemnify and hold harmless the OWNER and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits liabilities, losses and expenses incurred by the OWNER which are caused solely by the negligent acts or omissions of VRI in the performance of its services under this agreement; provided, however, that in the event that both OWNER and VRI are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, OWNER and VRI shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by OWNER as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollution or contaminant, VRI'S obligations to the OWNER for indemnity or otherwise shall not apply (i) if such removal, handling,

storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state, federal law, rule or regulation; (ii) unless such loss, damage, injury or claim results from the operator negligence of VRI.

VRI'S liability to the OWNER for any loss, damage, injury, claim or expense of any kind or nature caused directly or indirectly by the performance or nonperformance by VRI of its obligations pursuant to this Agreement shall be limited to general money damages in an amount equal to the amount of any proceeds of insurance received by the VRI with respect to such a loss. VRI shall not be liable for indirect or consequential damages including, but not limited to, loss of profit or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages.

Owner acknowledges that, in seeking the services of VRI under this Agreement, OWNER is requesting VRI to undertake uninsurable environmental and other operational obligations for the OWNER'S benefit. Therefore, OWNER agrees that, with the exception such liability as may arise solely out of negligence by VRI in performing services under this Agreement, OWNER shall indemnify, defend and hold harmless VRI, inc., its directors, officers, employees and agents from and against any and all claims caused, arising out of or occasioned by acts of OWNER, its employees or officers persons in violation of local, state, or federal laws including, but not limited to, the Clean Water Act, CERCLA or RCRA and directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substance, waste pollutants or contaminants of any kind, whether at OWNER'S Treatment Facilities or at any other location.

VIII. Force Majeure:

- a. VRI shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, VRI shall operate the facilities on a best-efforts basis (at no additional cost to VRI) and shall not be responsible for effluent characteristics or damages, fines, penalties, or claims resulting therefrom; if any additional expense is incurred by VRI in such operations, that expense shall be an Extraordinary Cost, and shall be reimbursed by Owner.

IX. Existing Equipment:

- a. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. VRI shall have the right to use any such equipment in the normal daily operation, maintenance, and emergency repair of the Owner's facilities. VRI will maintain the equipment; Owner will pay for repairs and consumables, such as fuel, oil, tires, etc. At the termination of this Agreement, all equipment will be accounted for and returned to Owner with normal wear for corresponding equipment run times.

X. Independent Contractor:

- a. The relationship of VRI to Owner is that of an independent contractor. None of the employees or agents of VRI shall be considered employees of Owner.

XI. Enforcement:

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

XII. Assignment:

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

XIII. Entire Agreement:

- a. This Agreement contains the entire Agreement between Owner and VRI, and supersedes all previous or contemporaneous communications, representations, or agreements. This Agreement may be modified only by written amendment signed by both parties.

XIV. Notices:

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested postage prepaid. Notices required to be given to VRI shall be addressed as follows:

**Mr. Joseph McLaughlin, President
VRI Environmental Services, Inc. (VRI)
1847 Route 55
LaGrangeville, New York 12540
Phone: 845-677-3839**

- b. Notices required to be given to Owner shall be addressed as follows:

**TOWN OF LEWISBORO
Wild Oaks Sewer District
11 Main Street, P.O. Box 500
South Salem, NY 10590**

XV. Severability:

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The Owner and VRI Environmental have caused this Agreement to be duly executed as of the day and year first above written:

VRI Environmental Services, Inc. (VRI)

By:_____ Date:_____
Joseph McLaughlin
President

Town of Lewisboro, Wild Oaks Sewer District

By:_____ Date:_____

Town of Lewisboro

Keeler Field Water District Treatment Facility and Distribution System

submitted by

VRI Environmental Services, Inc.

March 1, 2023

CONTRACT

By and between VRI ENVIRONMENTAL SERVICES, INC., 1847 Route 55, Lagrangeville, NY 12040 (hereinafter referred to as “VRI”), and the TOWN OF LEWISBORO, KEELER FIELD WATER DISTRICT., 11 Main Street, PO Box 500, South Salem, NY 10590 (hereinafter referred to as “OWNER”):

WITNESSETH:

WHEREAS, Owner wishes to provide centralized and uniform operations and maintenance of the Owner’s Water Treatment Facilities and distribution system.

WHEREAS, VRI has agreed to provide the same; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Scope of Services

- a. VRI will staff the Owner’s Water Treatment Facilities with sufficient personnel qualified in technical, administrative and management duties to satisfy Westchester County, New York State and Federal regulatory requirements regarding water treatment operations and maintenance, and the needs of the Owner. Staffing shall consist of one Certified Operator for 3.5 hours per week with management oversight.**
- b. Routine Services shall consist of:**
 - i. Daily plant inspections**
 - ii. Daily water quality testing**
 - iii. Monthly regulatory sampling**
 - iv. Maintaining proper chemical dosage to the water system**
 - v. Assuring proper amounts of chemicals are available on-site**
 - vi. Moving chemicals as necessary**
 - vii. Daily housekeeping**
 - viii. Proper preventive maintenance of all facility equipment**
 - ix. Daily checks of distribution system including all storage facilities**
 - x. Record keeping of all associated operating, testing and maintenance parameters**

- c. VRI will maintain compliance with the permits and regulations of the New York State Department of Health, including inspections, all daily testing and periodic reports required by same. VRI will also maintain a professional relationship with all local and state regulatory agencies.**
- d. VRI will provide a twenty-four (24) hour, seven (7) day per week emergency call service. Emergency services and non routine services provided shall be billed as per section (V) Compensation, paragraph (b).**
- e. VRI will assure that a comprehensive corrective and preventative maintenance program is in place and will provide the Owner with full documentation of both levels of maintenance performed on all Owner equipment. All corrective and preventative maintenance will be performed in accordance with the manufacturer's recommendations.**
- f. VRI will update Owner's inventory of spare parts, materials, and chemicals at the Water Treatment Facilities.**
- g. VRI will provide the necessary data required for and assist Owner personnel in budget preparation relating to the various treatment facilities.**
- h. VRI will be available for routine inspections and meeting with all regulatory agencies.**
- i. VRI will be responsible for complete operation and maintenance of the water treatment facilities.**
- j. VRI assures that appropriate training programs will be implemented in the areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc.**
- k. VRI will investigate and repair water main breaks, hydrants, answering water complaints, locating leaks and shut-offs for customers water meter installations/replacements, etc. These services will be charged and billed as per the rates established.**

II. Services Not Provided by VRI:

- a. Engineering fees and legal fees**
- b. Utility costs (to be billed directly to Owner)**
- c. Chemical costs (to be billed directly to Owner)**
- d. Laboratory fees**

- e. Lawn mowing & snow plowing**
- f. Capital Items and maintenance supplies**
- g. Special regulatory sampling**
- h. Corrective maintenance**
- i. Capital Improvements**
- j. Emergency repairs to facilities and distribution**
- k. All other items not specifically identified in Scope of Services**

III. Term of the Agreement:

- a. The initial term of this Agreement shall be for three (3) years, with two (2) automatic one (1) year renewals commencing on the Service Commencement Date. The Service Commencement Date shall be March 1, 2023.**

IV. Termination:

- a. Either party hereto may terminate this agreement without cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, or may be hand delivered. If hand delivered, the notice shall be effective as of the day of delivery; if mailed, on the date of posting.**

V. Compensation:

a. VRI shall be compensated as follows:

- i. \$11,846.64 per year**
- ii. To be paid in twelve equal installments of \$987.22 per month**

b. If Owner requests VRI to provide services over and above those set forth herein, or emergency callouts are necessary, said services will be billed at the following rates:

| | |
|--------------------------|---------------------------|
| 1. Principal | \$ 143.83 per hour |
| 2. Mechanic | \$ 121.29 per hour |
| 3. Manager | \$ 121.29 per hour |
| 5. Plant Operator | \$ 86.99 per hour |
| 6. Laborer | \$ 97.54 per hour |

Rates are valid Monday through Friday 8am to 4pm

After hour rates are subject to time and one half

Rates are subject to double the rate on Sundays and Holidays

In each succeeding year, if the contract exceeds 12-months, VRI shall receive an increase over the sums listed above equal to the Consumer Price Index (CPI) as published by the United States Department of Labor for the Northeastern Section of the United States. The increase will be based upon the commencement date figures for each year, with a minimum increase of 2% and a 5% maximum.

VI. Insurance:

VRI shall maintain the following insurance during the term of this Agreement:

- a. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence with a two million dollar (\$2,000,000.00) general aggregate with a four-million-dollar umbrella (\$4,000,000.00) for each occurrence and general aggregate.**
- b. Worker's Compensation Insurance for all VRI employees employed at the Treatment Facilities, including Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each accident.**

- c. Automobile Liability Insurance in the amount of five hundred thousand dollars (\$500,000) for collision, comprehensive, bodily injury, and property damages.**

Within thirty (30) calendar days of the date hereof, VRI shall furnish the Owner with satisfactory proof of such insurance, given the OWNER while this Agreement is in effect. These policies will be in effect at the time VRI commences services hereunder at the Treatment Facilities.

The OWNER shall be included as an additional insured according to its interest during the term of this Agreement.

VII. Indemnification

With respect to any and all claims by OWNER, VRI agrees to indemnify and hold harmless the OWNER and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits liabilities, losses and expenses incurred by the OWNER which are caused solely by the negligent acts or omissions of VRI in the performance of its services under this agreement; provided, however, that in the event that both OWNER and VRI are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, OWNER and VRI shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by OWNER as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollution or contaminant, VRI'S obligations to the OWNER for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state, federal law, rule or regulation; (ii) unless such loss, damage, injury or claim results from the operator negligence of VRI.

VRI'S liability to the OWNER for any loss, damage, injury, claim or expense of any kind or nature caused directly or indirectly by the performance or nonperformance by VRI of its obligations pursuant to this Agreement shall be limited to general money damages in an amount equal to the amount of any proceeds of insurance received by the VRI with respect to such a loss. VRI shall not be liable for indirect or consequential damages including, but not limited to, loss of profit or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages.

Owner acknowledges that, in seeking the services of VRI under this Agreement, OWNER is requesting VRI to undertake uninsurable environmental and other operational obligations for the OWNER'S benefit. Therefore, OWNER agrees that, with the exception such liability as may arise solely out of negligence by VRI in performing services under this Agreement, OWNER shall indemnify, defend and hold harmless VRI, inc., its directors, officers, employees and agents from and against any and all claims caused, arising out of or occasioned by acts of OWNER, its employees or officers persons in violation of local, state, or federal laws including, but not limited to, the Clean Water Act, CERCLA or RCRA and directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substance, waste pollutants or contaminants of any kind, whether at OWNER'S Treatment Facilities or at any other location.

VIII. Force Majeure:

- a. VRI shall not be deemed to be in default if performance of the obligations required by this agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrences of any such event, VRI shall operate the facilities on a best-efforts basis (at no additional cost to VRI) and shall not be responsible for effluent characteristics or damages, fines, penalties, or claims resulting therefrom; if any additional expense is incurred by VRI in such operations, that expense shall be an Extraordinary Cost, and shall be reimbursed by Owner.**

IX. Existing Equipment:

- a. Any equipment and tools currently owned by Owner will remain the property of Owner and will be replaced by Owner. VRI shall have the right to use any such equipment in the normal daily operation, maintenance, and emergency repair of the Owner's facilities. VRI will maintain the equipment; Owner will pay for repairs and consumables, such as fuel, oil, tires, etc. At the termination of this Agreement, all equipment will be accounted for and returned to Owner with normal wear for corresponding equipment run times.**

X. Independent Contractor:

- a. The relationship of VRI to Owner is that of an independent contractor. None of the employees or agents of VRI shall be considered employees of Owner.

XI. Enforcement:

- a. The failure of either party to enforce its rights as to any provision of the Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

XII. Assignment:

- a. This Agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

XIII. Entire Agreement:

- a. This Agreement contains the entire Agreement between Owner and VRI, and supersedes all previous or contemporaneous communications, representations, or agreements. This Agreement may be modified only by written amendment signed by both parties.

XIV. Notices:

- a. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested postage prepaid. Notices required to be given to VRI shall be addressed as follows:

Mr. Joseph McLaughlin, President
VRI Environmental Services, Inc. (VRI)
1847 Route 55
LaGrangeville, New York 12540
Phone: 845-677-3839

- b. Notices required to be given to Owner shall be addressed as follows:

TOWN OF LEWISBORO
Keeler Field Water District
11 Main Street, P.O. Box 500
South Salem, NY 10590

XV. Severability:

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the valid portion thereof eliminated.

The Owner and VRI Environmental have caused this Agreement to be duly executed as of the day and year first above written:

VRI Environmental Services, Inc. (VRI)

By: _____ Date: _____
Joseph McLaughlin
President

Town of Lewisboro, Keeler Field Water District

By: _____ Date: _____