



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, APRIL 10, 2023  
7:30 P.M.**

- I. PUBLIC COMMENT I**
- II. COMMUNICATIONS**
- III. CONSENT AGENDA**
  - a. Approval of Minutes of March 27, 2023**
  - b. Monthly Reports March 2023**
    - i. Building Department**
    - ii. Police Department**
- IV. NEW BUSINESS**
  - a. Resolution: Amending the Master Fee Schedule to Include One-Day Marriage Officiant License**
  - b. Resolution: Renewal of Hach Service Contract for Wild Oaks**
  - c. Acknowledging Receipt and Examination of Justice Court Audits**
  - d. Resolution: Approving EOHWC Agreement for Stormwater Retrofit Project and Authorizing Supervisor to Sign**
  - e. Resolution: Approving UPSEU Administrative Unit CBA and Authorizing Supervisor to Sign**
  - f. Resolution: Approving Amended Agreement with Downstate Juniors VBC and Authorizing Supervisor to Sign**
  - g. Resolution: Authorizing Use of Lewisboro Elementary School Gym by Anthony Paccione for a Fundraiser Supporting UNICEF Ukraine and Waiving Fees**
  - h. Discussion: Waiving or Discounting Pool and Tennis Membership Fees for Lewisboro Veterans, Active-Duty Personnel, and Goldstar Families, to Include Immediate Family Members**
  - i. Resolution: Approving Yellow Monkey Village Outdoor Special Permit**
  - j. Resolution: Purchase of New K-9 Vehicle Using Donated Funding**
  - k. Resolution to Approve Pool Rental Agreements and Authorizing Supervisor to Sign:**
    - i. Storm Aquatics**
    - ii. Ridgefield Aquatics**

**V. OLD BUSINESS**

**a. Discussion: Ethics Policy**

**VI. PUBLIC COMMENT II for New Business Only**

**VII. APPROVAL OF CLAIMS**

**VIII. POLLING OF THE BOARD**

**IX. ANNOUNCEMENTS**

**Town Board Meeting – Monday, April 24, 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 02/25/2023 To 03/29/2023

Count by Type		
Fee Type	Count	Total
Additional Building Permit Fee	10	\$59,458.00
Additional CC Fee	4	\$120.00
Additional CO Fee	5	\$59,320.00
Building Permit - Exempt Fee	1	\$0.00
BUILDING PERMIT FEE	66	\$19,120.00
CERTIFICATE OF COMPLIANCE FEE	38	\$3,530.00
CERTIFICATE OF OCCUPANCY FEE	28	\$8,940.00
CIVIL PENALTY - NO PERMIT	1	\$250.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	11	\$550.00
RECORDS MANAGEMENT FEE	66	\$132.00
RENEWAL FEE	5	\$3,972.50
Stormwater ADMIN	1	\$150.00
Tree Permit	1	\$0.00
Wetland Administrative	4	\$600.00
ZONING BOARD APPLICATION	4	\$1,008.00
	245	\$157,150.50

**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	\$157,150.50	301%
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%
	<b>\$1,138,225.18</b>		<b>\$1,098,686.50</b>		<b>\$291,107.75</b>	

# Town Of Lewisboro Police Department

## Monthly Activity Report

Search Type  
Incident

Start Date  
01/01/2023

End Date  
03/31/2023

INC TYPE CATEGORY	January	February	March	Row Total
Aided Case-EMS	31	17	39	87
Aided-Assist Citizen	25	16	21	62
Alarms (Burg./ Fire/ Panic)	23	28	32	83
Animal	8	7	2	17
Assist Other Agency	3	4	3	10
Civil Comp	2	1	2	5
Criminal Act	1	3		4
Criminal Mischief	1			1
Detail	32	23	27	82
Discon/ Disturbance	6	3	8	17
Domestics	4		1	5
Fire	3	8	2	13
Fraud/ Identity Theft	6	1	6	13
Harassment	4		1	5
Larceny	2	2		4
Mental Health Incident	6	7	5	18
Miscellaneous	6	2	2	10
Motor Vehicle Accident	12	9	9	30
Property	2	3	4	9
Property Check	632	680	675	1987
Records	12	1	3	16
Road	2	16	3	21
Summons Served/Attempted	1	4	4	9
Suspicious	10	11	10	31
Trespass	1	5		6
Utility	2	6	1	9
Vehicle	7	6	14	27
Vehicle-V/T	66	94	89	249
totals	910	957	963	2830

(914) 763-3511  
FAX (914) 763-3678  
TTY 800-662-1220  
Email: [Townclerk@lewisborogov.com](mailto:Townclerk@lewisborogov.com)  
[www.lewisborogov.com](http://www.lewisborogov.com)



TOWN OF LEWISBORO  
11 MAIN STREET  
P.O. BOX 500  
SOUTH SALEM, NY 10590

**OFFICE OF THE TOWN CLERK**  
TOWN OF LEWISBORO  
**JANET L. DONOHUE, TOWN CLERK**

**To:** Supervisor Gonçalves, Councilwoman Rendo, Councilwoman Shah,  
Councilman Sklarin and Councilman Welsh

**From:** Janet L. Donohue

**Date:** March 30, 2023

**Re:** Amendment to Master Fee Schedule to include \$25.00 marriage  
officiant licensing fee

The Domestic Relations Law, Section 11-D one-day Marriage Officiant License provides that, effective March 28, 2023, a town or city clerk shall issue a one-day marriage officiant license upon request. The law states that the Clerk's office is entitled to a fee of twenty-five dollars (\$25) for issuing a one-day marriage officiant license.

The Master Fee Schedule should therefore be amended to include this \$25.00 marriage officiant licensing fee.

Details of the law are attached.

**Domestic Relations Law, SECTION 11-D**  
**One-day marriage officiant license**  
**Domestic Relations (DOM) CHAPTER 14, ARTICLE 3**

**\* § 11-d. One-day marriage officiant license.**

**1. A town or city clerk shall issue a one-day marriage officiant license upon request. Such one-day marriage officiant shall have the authority to solemnize a marriage which marriage shall be valid if performed in accordance with other provisions of law. Nothing herein contained shall nullify the authority of other persons authorized to solemnize marriages.**

**2. Such one-day marriage officiant shall be eighteen years of age or over and need not be a resident of the town or city to which they apply or a resident of the state. A one-day marriage officiant shall have the authority to solemnize a marriage anywhere in the state.**

**3. An applicant for a one-day marriage officiant license must apply for such license in the same town or city clerk's office as the couple to be married. Such applicant shall not be required to personally appear.**


**4. A town or city clerk shall be entitled to a fee of twenty-five dollars for issuing a one-day marriage officiant license. Such license shall be issued only after payment of such fee and submission of a completed application form.**

**5. The application form shall require the following information of the applicant: name, date of birth, address, email address and telephone number. The application form shall also require the following information of the parties to be married: names, dates of birth, and addresses as they appear on the application for a marriage license.**

**6. Such license shall only be valid for the parties to be married as stated on the application and shall expire upon the earlier of either completion of such solemnization or the expiration of the marriage license.**

**7. One-day marriage officiants shall be exempt from registration as required pursuant to section eleven-b of this article.**

**\* NB Effective March 28, 2023**

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 5 Partnership Number : HACH594140
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>  <b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593




**Partnership Number :** HACH594140      **Version :** 0.9      **Quotation Date :** 22-MAR-23  
**Expiration Date :** 21-MAY-23

**Hach Company Contact :** Wamsley,Carolynn      **Service Partnership Phone :**      **Service Partnership Email :** carolynn.wamsley@hach.com  
**Customer Ref :** RENEWAL QUOTE      **Customer Contact :** MAYORGA, DAN  
**Customer Phone :** 418-8615      **Customer Fax :**      **Customer Email :** dmayorga@vri-usa.com


<u>Bill-To Account # 314912</u>		<u>Ship-To Account # 40201484</u>		
Customer Name	TOWN OF LEWISBORO	Customer Name	WILD OAKS SEWER DIST	<b>Payment Terms:</b> Net 30
Address4		Address4		<b>Billing Method:</b> Annual-Invoices on START Date
Address1	PO BOX 500	Address1	101 NASH RD	<b>Currency:</b> USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	SOUTH SALEM-NY-10590-0500	City,State,Postalcode	NORTH SALEM-NY-10560-3502	
Province/Country	US	Province/Country	US	

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSP1720E	22-APR-23	21-APR-24	Fld Svc-4V 1720E Turb Sensor:22-APR-2023:21-APR-2024 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	6,839.00



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1.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100376464	
1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100376468	
1.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100376460	
1.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100375858	
1.5	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100375968	
1.6	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100376469	
1.7	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 110100375961	
2	FSPSC200	22-APR-23	21-APR-24	Fld Svc-1V SC200 Controller:22-APR-2023:21-APR-2024	2,368.00
2.1	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1012C0003182	
2.2	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1012C0003159	
2.3	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1012C0003204	
2.4	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1101C0003557	
2.5	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1101C0003558	
2.6	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1101C0003569	
2.7	LXV404.99.00552			nn sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1101C0003570	
2.8	LXV404.99.00302			sc200 CONTROLLER, AC-DC, FLOW, HACH ; 1006C0000031	
3	PMP-DR800-1V	22-APR-23	21-APR-24	PMP-DR800 COLORIMETER-1V (FRV 1):22-APR-2023:21-APR-2024	291.00

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3.1

4847000

oo DR/890 COLORIMETER, HACH  
; 110490C83322

<b>Sub Total :</b>	9,498.00
<b>Tax:</b>	0.00
<b>Total :</b>	9,498.00

### Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : TOWN OF LEWISBORO

Customer P.O. Number : \_\_\_\_\_

Customer Reference Number : \_\_\_\_\_

### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

#### 1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

#### 2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

#### 3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

#### 4. INSPECTION:


Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

#### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

#### 6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the

	<p><b>HACH SERVICE PARTNERSHIP QUOTATION</b></p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 4 of 5</p> <p>Partnership Number : HACH594140</p> <p>WebSite: <a href="http://www.hach.com">www.hach.com</a></p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

#### 7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

#### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

#### 9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

#### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

#### 11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

#### 12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

#### 13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

#### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:


In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

#### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

#### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 5 of 5 Partnership Number : HACH594140
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>          <b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

#### 17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

#### 18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

#### 19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

#### 20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

#### 21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**AGREEMENT FOR INSTALLATION  
OF STORMWATER RETROFIT PROJECT  
L-CR-805**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, New York, 12563 and the TOWN OF LEWISBORO (the "Municipality"), having its offices at 11 Main Street, South Salem, New York 10590 (collectively referred to as the "Parties").

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Municipality desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

**NOW, THEREFORE**, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. EOHWC shall undertake on the Municipality's property, at EOHWC's own expense and with the permission and consent of the Municipality, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit A ("Stormwater Retrofit Project").

Section 2. The Municipality hereby permits EOHWC, its employees, contractors, subcontractors and agents nonexclusive access to the site location for the duration of construction, implementation, repair and maintenance for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 3. It is understood and agreed that funding for the Stormwater Retrofit Project comes from the City of New York pursuant to the funding agreement between EOHWC and the City and from similar agreements between EOHWC and Putnam County and EOHWC and Westchester County (collectively the "Funding Agreements"). All provisions of the Funding Agreements applicable to stormwater retrofit projects and the funding therefor are incorporated herein by reference. Eligibility of the projects for funding shall be determined by the Funding Agreements.

Section 4. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project and shall have sole and exclusive supervision and control of the construction of all improvements upon the Property, including the selection of materials and contractors. The Municipality shall use its best efforts to keep all approvals and permits for the Stormwater Retrofit Project current and effective for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 5. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its

expense and require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit “B”, naming the Municipality as additional insured. EOHWC shall also require such contractors to indemnify and hold harmless the Municipality, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work.

Section 6. The Municipality shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project on the Property as often and whenever needed, and the Municipality shall not obstruct or impede EOHWC in the exercise of that right. The required operation and maintenance procedures and reporting obligations are set forth in Exhibit “C” (“Maintenance Program”). The Municipality shall perform the required O&M Procedures and provide the required inspection and maintenance documentation as described in Exhibit “C”.

Section 7. All structures and improvements created hereunder shall belong to the Municipality, provided that the Municipality shall not remove or terminate any Stormwater Retrofit Project for the time during which the project is needed to satisfy the MS4 Permit without the express written consent of EOHWC.

Section 8. EOHWC may, at its option, obtain a current survey of the Property, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries and dimensions of the Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways and the location or proposed location of utility lines.

Section 9. The Municipality agrees not to make any claims against EOHWC for, or by reason of, any inconvenience or interference with the Municipality’s use, occupancy or enjoyment of the Property or the use, occupancy or enjoyment of any person claiming under or through the Municipality, including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC’s activities under this Agreement.

The Municipality represents that it has no knowledge of the existence (actual or alleged) beneath the Property of any fuel tanks or barrels, has no knowledge of any environmentally hazardous or toxic substances or materials on or under the Property, nor of any hazardous waste or toxic substance contamination of the Property (as defined in § 27-0901 and/or § 7 1-2702 of the New York State Environmental Conservation Law) or regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), or other Federal, state or local rule or regulation, and has no knowledge of any active violations of any such laws, rules or regulations, nor of any ongoing remediation efforts, and is not aware of any contamination caused by any other party, other than that which may be documented by the reports if any, supplied by Municipality to EOHWC and identified at [Exhibit A – Stormwater Retrofit Project] attached hereto. EOHWC may suspend or terminate future performance under this Agreement in the event of any such conditions suspected or identified during the course of Stormwater Retrofit Project design or construction. The Municipality acknowledges that EOHWC assumes no responsibility for any such condition. Nothing herein is intended to relieve any third party from any liability under the Comprehensive Environmental Response, Compensation, and Liability Act or other applicable laws.

The Municipality represents that it has no knowledge of the existence (actual or alleged) beneath the Property of any fuel tanks or barrels, has no knowledge of any environmentally hazardous or toxic substances or materials on or under the Property, nor of any hazardous waste or toxic substance contamination of the Property (as defined in § 27-0901 and/or § 7 1-2702 of the New York State Environmental Conservation Law) or regulated under the

Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), or other Federal, state or local rule or regulation, and has no knowledge of any active violations of any such laws, rules or regulations, nor of any ongoing remediation efforts, and is not aware of any contamination caused by any other party, other than that which may be documented by the reports if any, supplied by Municipality to EOHWC and identified at [Exhibit A – Stormwater Retrofit Project] attached hereto. EOHWC may suspend or terminate future performance under this Agreement in the event of any such conditions suspected or identified during the course of Stormwater Retrofit Project design or construction. The Municipality acknowledges that EOHWC assumes no responsibility for any such condition. Nothing herein is intended to relieve any third party from any liability under the Comprehensive Environmental Response, Compensation, and Liability Act or other applicable laws.

Section 10. EOHWC and its agents and contractors shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to the Municipality’s use of the Property and/or the business or operations being conducted by the Municipality at the Property to the extent reasonably practical.

Section 11. This Agreement shall be effective when fully executed by the Parties and shall terminate upon the completion of the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 12. The Municipality hereby covenants that the Municipality has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC. Any future mortgage shall be subordinate to this Agreement.

Section 13. This Agreement shall run with the land for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit and is binding upon the Municipality, its successors and assigns.

Section 14. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 15. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF** the authorized representatives of EOHWC and the Municipality have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By \_\_\_\_\_  
Richard Williams, Sr., President

TOWN OF LEWISBORO

By \_\_\_\_\_  
Tony Goncalves, Town Supervisor



[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

## EXHIBITS

- |    |  |
|----|--|
| A. | Description of Stormwater Retrofit Project |
| B. | Required Forms of Insurance                |
| C. | Maintenance Program                        |

## **Exhibit A – Description of Stormwater Retrofit Project**

### **Stormwater Retrofit Projects L-CR-805, Salem Hill Road**

The proposed SRP is for the installation of catch basin filter units within the existing paved areas shown on the attached site map prepared by Rennia Engineering, within the Town of Lewisboro. Existing runoff reaches these catch basins through sheet flow on site prior to discharge into the Cross River Reservoir. The project proposes to treat this stormwater runoff prior to discharge. No disruption to the physical roadway will be performed without immediate remediation, and each catch basin installation is expected to take approximately 30 minutes. The entire project will be installed over the course of a week.

## **Exhibit B**

PROJECT: L-CR-805

PROJECT LOCATION: Salem Hill Road, Main Street and surrounding areas,  
Lewisboro, New York

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Lewisboro
3. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form      (X) Owned      (X) Hired      (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.



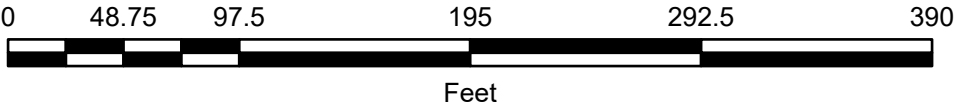
# EAST OF HUDSON WATERSHED CORPORATION

Salem Hill Road, South Salem, L-CR-805 - Catch Basin Inserts



Spatial Reference  
Name: GCS North American 1983

Date Printed: 2/22/2023



**NOTES:**  
Provide treatment of the drainage area via implementation of catch basin inserts.

Treated Drainage Area = 8.83 acres  
Impervious Area = 1.65 acres  
Phosphorus Loading = 4.27 kg/yr  
Phosphorus Removal = 1.76 kg/yr

Legend

Install Filters?

No

Yes





## **Servicing, Maintenance and Disposal**

The StormBasin and StormPod like other storm water remediation devices require regular maintenance to remain efficient as storm water filters. By their nature, filters are meant to retain materials whether its coarse debris, dissolved pollutants or even bacteria and eventually this collection of “stuff” must be removed and the spent filtering media exchanged. This fact was quickly recognized as we evaluated competitive insert filters during the design phase of the StormBasin and StormPod. To minimize servicing requirements and extend maintenance intervals both units have benefited from a number of simple but effective features:

### **Large Collection Basin:**

The StormBasin and StormPod feature extra large, HD plastic collection basins. In standard filtering mode, the basin collects and focuses the runoff water to the cartridges while providing storage volume for the collection of sediments, trash and debris. A large basin will be able to operate longer and retain more debris while still maintaining the flow of water to the cartridges.

### **Sealed, High-flow, Filter Cartridge System:**

Both the StormBasin and StormPod use Fabco’s patented Filter Cartridge system. New Cartridges are quickly installed through a hole in the bottom of the basin. A simple twist locks the filter securely in place even during back flow conditions.

During maintenance the cartridge remains in place for Vac-truck operations. With the debris removed, the one piece cartridge can be removed and easily transported for disposal. The unique Fabco Filter Cartridge fits all StormBasin and StormPod designs!

### **Unique, Cartridge Pre-filter extends filter life:**

Each Fabco Filter Cartridge features a large, coarse, polyurethane foam pre-filter at the top of the cartridge body that extends upwards into the plastic basin. Unlike some competitive designs that actually collect sediments and debris in a recessed box above the filter media resulting in reduced treatment and by-pass, the Fabco pre-filter offers more surface area and is designed to shed debris and keep it in the basin. Up to 6 inches or as much as 4 to 5 cubic feet of debris can be collected before the pre-filter is covered. The flexible foam is easily brushed off during maintenance activities and is ready for more use.

### **Suggested Servicing and Maintenance activities:**

Prior to installation of either the StormBasin or StormPod Fabco Industries recommends thoroughly cleaning the selected catch basin vault of any accumulated sediments and debris.

Once installed the StormBasin and StormPod require periodic cleaning which is wholly dependent upon local conditions. In general Fabco Industries recommends cleaning the StormBasin/StormPod unit 2 to 3 times per annum by removing the debris, sand and silt.

A cleaning schedule should consider, road grades, surrounding vegetation, size of the filtering unit and seasonal changes. A large parking lot with limited trees and bushes would have a different schedule than a tree lined housing development.

**Maintenance schedule example:**

1) Customer located in the northeast 2) Unit installed in the month of June 3) Site is a relatively flat parking field with some trees and bushes.

- 1) First Cleanout October/November
- 2) Second cleanout March
- 3) Third Cleanout May with Filter change

By examining the quantity of debris removed changes can be made to the schedule.

**Filter Cartridge Exchange:**

The Fabco Industries filter cartridges used in the StormBasin product are designed primarily to capture floating and emulsified hydrocarbon compounds, dissolved heavy metals nutrients and pathogens (bacteria).

5-types of filtering media can be used together or independently in our cartridge body:

- FABGUARD: treated open cell foam product restricts build up (scum) and movement of bacteria through the cartridge
- FABMAX: treated filter media for treating hydrocarbon based compounds
- FABSORB: Fibrous filter material for absorbing hydrocarbon based compounds
- FABLITE: Natural ION exchange compound for heavy metals
- FABPHOS proprietary filter media for treating the soluble Phosphates and Nitrogen compounds

Based on typical pollutant concentrations as published in numerous State Stormwater management Design manuals, Fabco recommends changing the cartridge(s) on an annual basis. Users with suspected higher than normal levels of Hydrocarbons and Heavy metals should consider more frequent changes. Fabco can supply specially modified StormBasins and StormPods to enable field testing.

**Disposal:**

There are two disposal aspects to consider with the Fabco Industries StormBasin and StormPod units

1. Disposal of the captured sediments, debris and trash
2. Disposal of the spent filter cartridge

Fabco Industries is recommending a minimum 2-3 basin clean outs per year. Under typical local and state regulations, the collected material is considered equivalent to material collected during street sweeping operations. This material is normally considered contaminated non-hazardous solid waste. However as with all waste products intended for disposal, it is up to the generator to properly characterize the waste prior to disposal. After proper characterization the generator can proceed with disposal under the guidance of local, state and federal regulations.

The Fabco Industries Filter Cartridges are manufactured from some or all of the following listed items

1. Polypropylene: Body, grills, and color rings
2. Polypropylene open cell foam
3. FABGUARD treated antimicrobial treated foam pad
4. FABMAX treated hydrocarbon filter media
5. FABSORB polypropylene, fibrous absorbent pad

6. FABPHOS synthetic pad treated for nutrients

7. FABLITE, natural Zeolite compound

The MSDS sheets for each of these materials (accessible on the website) shows that each of the virgin materials is non-toxic and safe for the environment.

Based on the pollutant concentrations listed in the New York State Storm water design manual, spent filter cartridges typically will be considered non-hazardous solid waste and can be disposed of in a landfill.

- The FABGUARD treated foam pre-filter has no absorbent properties and will certainly contain captured solids and trace levels of hydrocarbons.
- The FABSORB oil absorbent pads will be considered similar to oily rags.
- The FABMAX treated foam pads permanently bond with hydrocarbon compounds. Testing under Federal RCRA disposal guidelines confirms that in most cases spent pads pass TCLP testing protocols for non-hazardous disposal.
- The FABLITE should capture and retain the majority of heavy metals. Extensive testing of the FABLITE material confirms that it is capable of capturing and permanently retaining these ionic species, allowing non-hazardous disposal.
- FABPHOS treated pads when used for nutrient treatment should be safe for disposal. The pads are a treated, synthetic material that is non-hazardous, non-toxic and non-biodegradable. Fabco recommends that the pads be characterized by the generator prior to disposal.

Based on discussions with State DEC officials and local disposal companies while landfill is a possibility, the high BTU value of the spent cartridge suggests incineration as the preferred method of disposal. Laboratory analysis of spent cartridges by COVANTA Secure Services confirms that it would be acceptable by them for disposal.

Fabco Industries would like to conclude by reaffirming that it is up to the generator to properly characterize all waste products and to arrange for proper disposal, under local, state and federal regulations.

Exhibit C

NOTES:

1. WEIGHT (EMPTY): 20 LB MAX, NO CARTRIDGES
2. MATERIAL:

A) ADJUSTABLE FLANGE AND DEFLECTOR: ALUM. ALLOY 6063-T6

B) BASIN: ALUM ALLOY 6000 SERIES

C) CORNER FILL: ALUMINUM ALLOY: 5052-H32

D) SUPPORT HARDWARE: CRES 300 SERIES
3. PERFORMANCE CHARACTERISTICS (TYP):

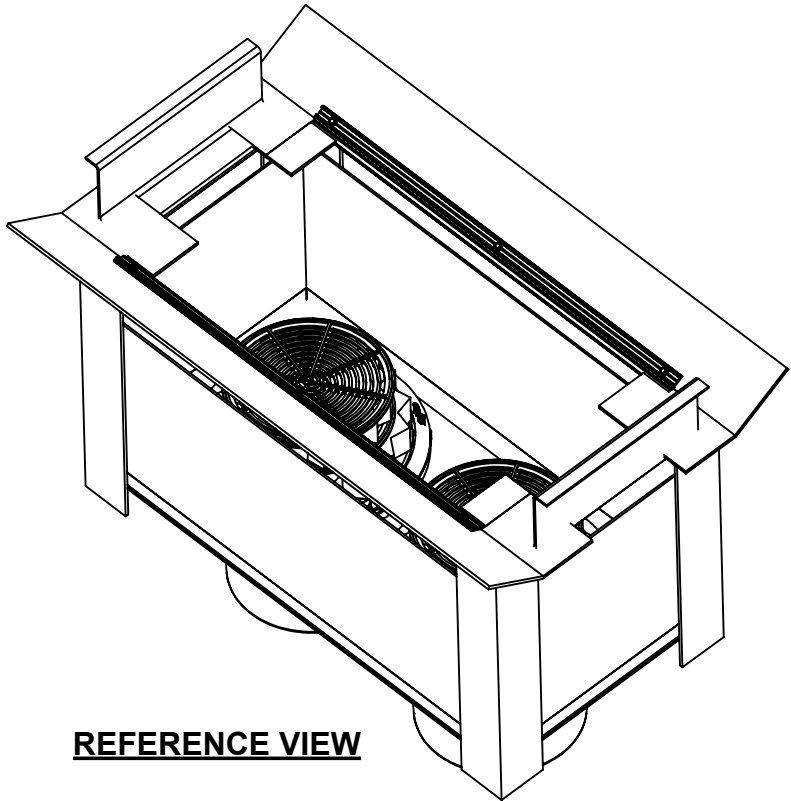
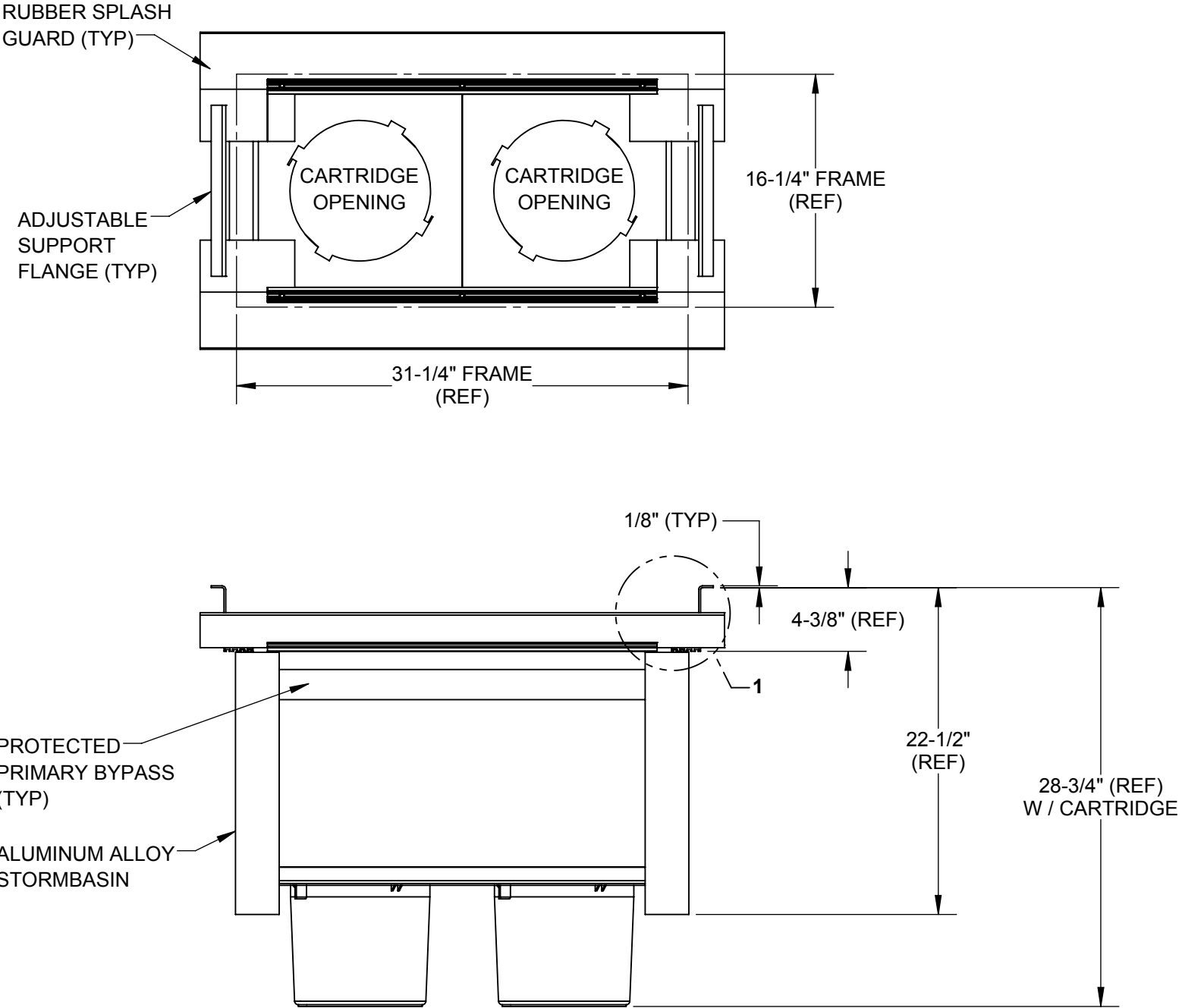
A) DEBRIS CAPACITY: 3.0 CU-FT

B) FILTERED FLOW RATE (STANDARD CARTRIDGES): 230 GPM (0.5 CFS)

C) PRIMARY BYPASS FLOW RATE: 1500 GPM (3.3 CFS)
4. CLEAR OPENING RANGE (0.5 INCH INCREMENTS):

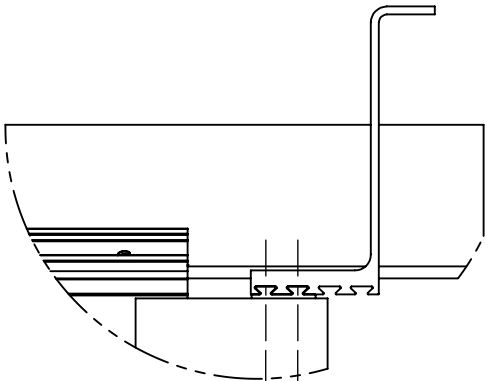
A) MINIMUM SIZE: 16.5 X 31.5

B) MAXIMUM SIZE: 18.5 X 33.5
5. RECOMMENDED MINIMUM VAULT DEPTH 2-IN BELOW CARTRIDGES
6. TYPICAL INSTALLATION: REMOVE STORM GRATE, MEASURE CATCH BASIN FRAME CLEAR OPENING AND ADJUST FLANGES TO REST ON GRATE SUPPORT LEDGE. INSTALL STORMBASIN INSERT AND VERIFY THE ADJUSTABLE FLANGES ARE SECURELY RESTING ON THE GRATE SUPPORT LEDGES. REINSTALL THE STORM GRATE DIRECTLY ON THE STORMBASIN SUPPORT FLANGES.
7. FOR MORE INSTALLATION DETAILS VISIT THE FABCO WEBSITE: [WWW.FABCO-INDUSTRIES.COM](http://WWW.FABCO-INDUSTRIES.COM)
8. USE ONLY WITH FABCO REPLACEABLE MEDIA CARTRIDGES.




REFERENCE VIEW

DOVETAIL ADJUSTMENT FEATURE  
(TYPICAL EACH FLANGE)



DETAIL 1  
1/2" INCREMENTAL FLANGE  
ADJUSTMENT

<b>PROPRIETARY AND CONFIDENTIAL</b>  THIS DOCUMENT IS THE PROPERTY OF FABCO INDUSTRIES AND IS CONVEYED WITH THE EXPRESS CONDITION THAT IT AND THE INFORMATION CONTAINED IN IT ARE NOT TO BE USED, DISCLOSED, OR REPRODUCED IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF FABCO INDUSTRIES; AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED IN SAID DOCUMENT.	UNLESS OTHERWISE SPECIFIED REMOVE ALL BURRS BREAK SHARP EDGES .002 - .020 FILLETS .020 MAX DIMENSIONS ARE IN INCHES AND INCLUDE CHEMICALLY APPLIED OR PLATED FINISHES	TOLERANCES: DEC .00 ± .01 DEC .000 ± .005 FRACT ± 1/16 ANGLE ± 2°	APPROVAL		DATE	 <b>TITLE:</b> <b>STORMBASIN</b>  <b>16.5" X 31.5" C.S.</b>	SIZE <b>B</b>	DWG. NO. <b>10359-1H-000</b>	REV <b>A</b>
			DWN	R.W.	12/13/2018				
			CHKR						
			ENGR	J.P.	12/13/2018				
			UPD						
			PROJECT						
MATERIAL	WWW.FABCO-INDUSTRIES.COM			SHEET 1 OF 1					



# **AMENDED AGREEMENT WITH DOWNSTATE JUNIORS VBC**

COOPERATIVE USE AGREEMENT  
BETWEEN  
Town of Lewisboro  
AND  
DOWNSTATE JUNIORS VBC  
FOR

Usage of the Lewisboro Town Park Volleyball Courts for Beach Volleyball Practice

This Use Agreement made and entered into this day, the 27<sup>th</sup> of March, 2023, by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Downstate Juniors VBC, hereafter referred to as "User" for their beach volleyball practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

## **1. Purpose**

The Town agrees to allow the use of Lewisboro Town Park Volleyball Courts (Property) for the sole purpose of conducting beach volleyball practices and games. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

## **2. Term**

The term of this Use Agreement shall be for portions of year 2023.  
Actual dates and times of use for 2023 are:

**5:00 p.m. to 9:00 p.m. Tuesdays and Thursdays  
May 16<sup>th</sup> – July 20<sup>th</sup>, 2023 (20 Sessions)**

The User shall have a non-exclusive right to use the Property during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

The User shall be permitted to use the facility at the rate of **\$140 per session totaling \$2,800.00 for the 2023 Season.**

A refundable \$200.00 damage/cleanup deposit will be collected each year for the season.

These charges will be based on the regular rental prices of Town Park facilities.

### **3. Town Obligations**

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their volleyball team due to severe weather or act of God and/or pandemic. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety/health is a concern.
- b. The Town will provide the volleyball complex to the User for team practices.
- c. The Town will provide a Town Employee to install net units and maintain the area while User is renting out the facility.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing composting restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls and doors. This includes paper products and cleanup for the restrooms during and after the practices.

### **4. User Obligations**

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.
- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all park rules and regulations.
- c. The User shall be responsible for providing enough coaches and staff to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free.

- e. User shall provide a certificate of insurance to the Town of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the volleyball facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

**5. Signage**

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

**6. Structure**

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

**7. Indemnification**

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs, and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto. **This Use Agreement shall be deemed to supersede and replace any existing Use Agreement previously executed between the parties relating to the contemplated uses for years 2023 and 2024.**

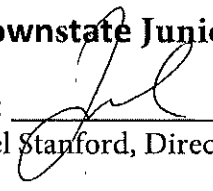
In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

**Town of Lewisboro**

By: \_\_\_\_\_  
Tony Goncalves, Town Supervisor

Date: \_\_\_\_\_

**Downstate Juniors VBC**

By:  \_\_\_\_\_  
Joel Stanford, Director and C.F.O.

Date: March 27, 2023

TOWN OF LEWISBORO  
PARKS & RECREATION DEPARTMENT

Telephone: 232-6162

Fax: 232-6165

LEWISBORO ELEMENTARY SCHOOL GYM

GROUP USE APPLICATION

FACILITIES REQUESTED (Check all that apply):

Building w/ gym and restrooms  
Playground, Field, and Courtyard

X

CIRCLE ONE: Private Service Organization Church School

TODAY'S DATE:

4-1-23

NAME OF ORGANIZATION:

Anthony L. Paccione

MAILING ADDRESS:

7 POWDER HILL RD

CITY: WACEFBLU

STATE: NY

ZIP: 10597

TELEPHONE: 232-6162

FAX: \_\_\_\_\_

www.unicef.org/ukraine/e

NAME OF INDIVIDUAL IN CHARGE:

Sant

INDIVIDUAL'S ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

TELEPHONE: (DAY) \_\_\_\_\_

(NIGHT) \_\_\_\_\_

E-MAIL ADDRESS: APaccione@

FAX: \_\_\_\_\_

PURPOSE OF GROUP USE:

Concert to raise  
Money for UKRAINE Relief

ESTIMATED NUMBER OF PARTICIPANTS

ADULTS: 50 CHILDREN: \_\_\_\_\_

RESIDENTS (NUMBER): 25

NON-RESIDENTS (NUMBER): 25

WILL A FEE BE CHARGED FOR THIS EVENT: YES \_\_\_\_\_

(NO)

IF YES, WHAT WILL THE PROCEEDS BE USED FOR?

Voluntary Contributions to go to Unicef for  
Ukraine relief

DATE(S) REQUESTED:

Day Sat

Date 5/20

Time from 6pm to 9pm

Day \_\_\_\_\_

Date \_\_\_\_\_

Time from \_\_\_\_\_ to \_\_\_\_\_

NOTE: Dates for Lewisboro Elementary School in the winter and summer are at a premium, therefore, raindates cannot be reserved.

IS MATERIAL OR EQUIPMENT REQUIRED FROM MUNICIPALITY? YES \_\_\_ NO X  
IF NEEDED, STATE WHAT TYPES AND FOR WHAT PURPOSE: \_\_\_\_\_

STATE THE NATURE OF ANY UNUSUAL EQUIPMENT YOU PLAN TO BRING TO  
THE PARK: PAW Equipment - nothing unusual

AMERICANS WITH DISABILITIES ACT: The Lewisboro Parks and Recreation Department is committed to ensuring that individuals with disabilities are able to utilize and enjoy our programs and activities to the fullest extent possible. Please let us know if you or a family member have any special needs.

**FACILITY USE FEE:**

There will be a minimum non-refundable fee charged of \$ \_\_\_\_\_ for the use of the facility. This fee must accompany the application. The fee for use is payable before use begins.

**FACILITY SECURITY DEPOSIT:**

There is a \$100.00 required security deposit which must also accompany the application. Any violation of "School Rules," damage and especially if refuse and trash are not removed will result in forfeiture of the deposit.

\*\*\*\*\*  
**AGREEMENT**

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of (name of organization) Anthony Paccino does hereby covenant and agree to defend, indemnify and hold harmless the Town of Lewisboro Parks and Recreation from and against any and all liability, loss damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of The Town of Lewisboro Parks and Recreation's property, facilities and/or services by (name of organization) \_\_\_\_\_

Anthony Paccino  
Signature of Organization's  
Representative  
(Must be a Lewisboro Resident)

Address: 7 Pounder Hill Rd  
Waccabuc, NY 10597  
Telephone number: \_\_\_\_\_

\*\*\*\*\*  
**FOR OFFICE USE ONLY:**

NAME OF INDIVIDUAL/ORGANIZATIONS: \_\_\_\_\_

- ( ) Application approved  
( ) Application denied  
( ) Approval with the following conditions:

**FOR OFFICE USE:**

- ( ) Permit fee paid - Amount \$ \_\_\_\_\_  
( ) Deposit paid - Amount \$ \_\_\_\_\_  
( ) Date recorded in reservation book  
( ) Alcoholic beverage permit obtained  
( ) Permit sent to registrant

\_\_\_\_\_  
SUPERINTENDENT, PARKS & RECREATION

DATE COPY OF APPLICATION SENT TO PARKS DEPARTMENT: \_\_\_\_\_  
DATE COPY OF APPLICATION SENT TO LEWISBORO POLICE: \_\_\_\_\_



# Town of Lewisboro

## Parks & Recreation Department



**Nicole Caviola**  
Recreation Supervisor

**Michael Portnoy**  
Recreation Assistant

**Katie Coluccini**  
Recreation Leader

**Laura Stone**  
Senior Office Assistant

**Pam Veith**  
Senior Adult Coordinator

TO: Tony Goncalves, Town Supervisor  
Town Board Members

FROM: Nicole Caviola, Recreation Supervisor *NC*

DATE: April 3, 2023

RE: Pool and Tennis Membership Fees for Lewisboro's Veterans and Service Members

After discussion with and the Parks and Recreation Advisory Council all in favor, I am recommending to the Town Board that a pool and tennis membership fee policy be considered for adoption that would waive and/or discount the membership fees for Lewisboro's Veterans and active-duty personnel in recognition of their service and sacrifice. In addition to the eligible veteran, their immediate families would be eligible as well based on the membership guidelines that are already established for the Town of Lewisboro pool and tennis memberships.

Active duty and Disabled Veterans, as well as Goldstar Families, would be eligible for a pool OR tennis membership free of charge. Non-Active Duty and any other Veterans would receive a 25% discount for a pool OR tennis permit. Individuals will need to establish their eligibility for this benefit by demonstrating that (1) they reside in the Town of Lewisboro (either as a property owner or renter) and (2) they have served or are currently serving in the military. This can be determined by their inclusion in the veteran tax exemption list prepared by Lewisboro's Assessor or their production of a DD Form 214 or active-duty military ID.

Currently, the fees are waived for the volunteer first responders (firefighters and VAC) in our community for a pool OR tennis membership. If this policy is approved, the Parks and Recreation Department will confirm eligibility annually.

Should you have any questions in regards to this policy, please let me know. Thank you.

Cc: Laura Stone, Senior Office Assistant  
Ian Harris, Chairperson – Parks & Recreation Advisory Council

TOWN OF LEWISBORO  
OUTDOOR SPECIAL EVENTS & SALES  
PERMIT APPLICATION

This application is pursuant to Chapter 164 of the Lewisboro Town Code regulating Outdoor Special Events and Sales in the Town of Lewisboro.

APPLICANT'S NAME: SoulFuel Presents, LLC (Michael Voron)

ADDRESS: 82 Todd Rd, Katonah, NY 10536

BUSINESS TELEPHONE NO.: 610-213-5616

Please respond to the following:

1. Provide the date(s) and time(s) of the event: 5/5/23 5-10 pm

2. What is the nature of the event? Street fair \_\_\_\_\_ Antiques Market \_\_\_\_\_  
Outdoor Arts and Crafts \_\_\_\_\_ Other X

3. How many vendors will participate? 6

4. Will there be any banners across the road? NO

5. What arrangements will be made for traffic control and police protection?

None required: all parking and foot traffic is on property and adjacent properties

6. What arrangements have been made to insure adequate parking for the vendors and visitors to this event? Please provide a detailed description of your plans.

• 40-45 cars can park in lot onsite @ 792 Rt. 35  
• 30 cars can park at 804 Rt. 35 (Blair Property)  
• 15 cars can park at 700 Rt 35 (5th Division Deli)

7. What arrangements have been made to insure adequate parking and pedestrian access to facilities that will be open during this special event? Please be specific how and where you expect to protect dedicated customer parking spaces in front of stores and businesses.

Businesses will only be opened for scheduled/routine hours from 5-6pm. Other businesses are aware of the event and/or are participating in it

8. Have you reviewed your parking and access plans with affected shopkeepers and/or service providers?

Yes

9. Will there be any entrance fee? If so, how much? \$50



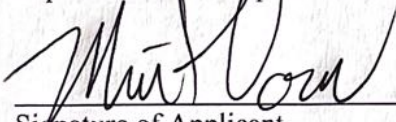
**TOWN OF LEWISBORO - OUTDOOR SPECIAL EVENTS AND  
SALES PERMIT APPLICATION – CHAPTER 164 (Page 2 of 2)**

10. Have arrangements been made to provide sanitary facilities? Please include answers to the following questions in your response:

We have rented 2 porta potties; there are 2 indoor facilities

- A. How many portable toilet facilities do you expect to provide? 2  
B. Does the number of planned facilities meet Board of Health standards for the number of visitors expected? Yes  
C. Where will they be located? Porta Potties will be located in the back lot  
D. Have you planned for adequate and easily visible signs of directing visitors to the locations of toilet facilities? Yes

11. Amplified music as special event is not permitted pursuant to Chapter 160 of the Lewisboro Town Code. Please be sure any visiting vendors are aware of this restriction..
12. You, as the applicant for this permit are responsible for advising each participating vendor of the requirement to have and display a New York State Sales Tax Certificate at the location of their booth or sales location.
13. If food vendors are part of your event, approvals must be obtained from Westchester County Board of Health. Copies of these appropriate approvals must be on file in the Town Clerk's Office prior to the start of the event.
14. This application must be signed by the applicant. The applicant's signature attest to the veracity of the statements made in this application and indicates his/her responsibility to comply with the requirements of Chapter 164 of the Town Code of the Town of Lewisboro.

  
Signature of Applicant

Date

4/4/23

---

**THIS SECTION  
DEPARTMENTAL USE ONLY**

Signature of Town Clerk/Deputy Clerk

Date

Fee Paid with Application

       Yes  
       No

Permit Year

---



# Town of Lewisboro

Parks & Recreation Department



## AGREEMENT WITH

### Storm Aquatics

#### COOPERATIVE USE AGREEMENT BETWEEN Town of Lewisboro AND Storm Aquatics FOR

#### Usage of the Lewisboro Town Pool for Swim Practices

This Use Agreement made and entered into this Monday, the tenth of April, 2023 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Storm Aquatics, hereafter referred to as "User" for their swim practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

#### 1. Purpose

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting swim and dive team practices. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

#### 2. Term

The term of this Use Agreement shall be for portions of Saturday, June 24<sup>th</sup> through Thursday, August 3<sup>rd</sup>, 2023. Actual dates and usage schedule will be subject to change at discretion of the Pool Facilities Manager.

The User shall have a non-exclusive right to use the Property during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

CS

The User will be charged \$85 per hour for usage of the pool complex, plus a \$50 flat set up fee on specified weekdays, located on the Town Property and a refundable \$500.00 damage/cleanup deposit will be collected for the days of said practices. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

### **3. Town Obligations**

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their swim team due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for team practices.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

### **4. User Obligations**

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property and shall not use any facility deemed unsafe until corrected.
- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.

CB

- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre- and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

5. Signage

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

CA

## 6. Structure

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

## 7. Indemnification

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs, and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred because of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

## 1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

## 2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.



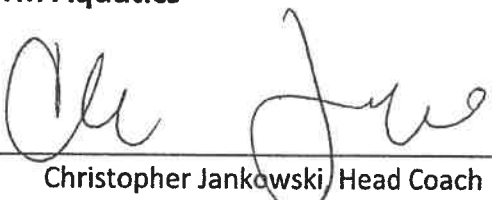
In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

**Town of Lewisboro**

By: \_\_\_\_\_  
Tony Goncalves, Town Supervisor

Date: \_\_\_\_\_

**Storm Aquatics**

By:  \_\_\_\_\_  
Christopher Jankowski Head Coach

Date: 05/18/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2023

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).

<b>PRODUCER</b> Insurance Office of America 200 Broad Street, SW, Suite 100 Gainesville GA 30501	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 678-919-1150 <b>FAX (A/C, No):</b> 678-450-9180	
	<b>E-MAIL ADDRESS:</b> usascoi@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Accredited Surety & Cas Co Inc	26379
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER:** 1959205313 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-TRE-CO-17-01338546-00	1/1/2023	1/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Abuse/Molestation \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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						
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	1-TRE-CO-17-01338547-00	1/1/2023	1/1/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: USA Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of USA Swimming, Inc., group members, volunteers and "member coaches" solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

<b>CERTIFICATE HOLDER</b>  Town of Lewisboro 99 Elmwood Road South Salem NY 10590	<b>CANCELLATION</b>  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 
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**Town of Lewisboro**  
Parks & Recreation Department



**AGREEMENT WITH**

**Ridgefield Aquatic Club**

**COOPERATIVE USE AGREEMENT**

**BETWEEN**

**Town of Lewisboro**

**AND**

**Ridgefield Aquatic Club**

**FOR**

**Usage of the Lewisboro Town Pool for Swim Practices**

This Use Agreement made and entered into this Monday, the tenth of April, 2023 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Ridgefield Aquatic Club, hereafter referred to as "User" for their swim practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

**1. Purpose**

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting swim and dive team practices. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

**2. Term**

The term of this Use Agreement shall be for portions of Saturday, June 24<sup>th</sup> through Saturday, July 29<sup>th</sup>, 2023. Actual dates will be listed on a separate attachment and subject to change at discretion of the Pool Facilities Manager.

The User shall have a non-exclusive right to use the Property during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.



The User will be charged \$110 per hour for usage of the pool complex, or \$140 per hour on Friday nights and Saturday nights (as needed), located on the Town Property and a refundable \$500.00 damage/cleanup deposit will be collected for the days of said practices. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

### **3. Town Obligations**

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their swim team due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for team practices.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

### **4. User Obligations**

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property and shall not use any facility deemed unsafe until corrected.
- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.

- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town Of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

## **5. Signage**

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

## **6. Structure**

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

## **7. Indemnification**

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs, and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred because of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

## **1. Termination of Use Agreement**

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

## **2. Amendment**

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

**Town of Lewisboro**

By: \_\_\_\_\_  
Tony Goncalves, Town Supervisor

Date: \_\_\_\_\_

**Ridgefield Aquatic Club**

By: \_\_\_\_\_  
Jason Muncy, Club Treasurer

Date: 4-3-23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2022

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).


<b>PRODUCER</b> Risk Management Services, Inc. P.O. BOX 32712  Phoenix AZ 85064-2712	<b>CONTACT NAME:</b> Debbie Williams <b>PHONE (A/C, No, Ext):</b> (602) 840-3234 <b>FAX (A/C, No):</b> (602) 274-9138 <b>E-MAIL ADDRESS:</b> dwilliams@theriskpeople.com
<b>INSURED</b> Ridgefield Regional Aquatic Club  Jarcyn Amateur Swimming Association PO Box 256 Ridgefield CT 06877	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Casualty <b>NAIC #</b> 11991 <b>INSURER B:</b> Gerber life Insurance Co <b>70939</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 27970 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Insured	Y	Y	KRO-91612-00 LTS	05/30/2022	05/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE/MOLESTATION \$ 250,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	KRO-91612-00 LTS	05/30/2022	05/30/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	AD&D XS Medical/Dental			03-071691-22	05/30/2022	05/30/2023	Maximum Limit: \$ 5,000 Maximum Limit: \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Verification of General Liability coverage for Swimming Lessons. Excess Medical/Dental coverage provided for the Insured's Participants only. Abuse/Molestation Aggregate limit - \$1,000,000. A 30 Day Cancellation notice applies per policy provisions. The Town of Lewisboro Parks and Recreation is included as Additional Insured on General Liability, but only as respects to the Named Insured's operations.

<b>CERTIFICATE HOLDER</b>  Town of Lewisboro Parks and Recreation Attn: Michael Portnoy 11 Main St South Salem NY 10590	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CHEVROLET

## of Smithtown

wwwchevroletofsmithtown.com

920 Middle Country Road  
Saint James, New York 11780  
661-265-6000  
Fax: 631-265-6001

Facility No. 7110298

PURCHASER NAME Town of Lewisboro DATE 3/22/2023 S/P R B F  
PURCHASER ADDRESS 11 Main St EMAIL \_\_\_\_\_  
South Salem, NY ZIP CODE 10590

BUS. PHONE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

PLEASE ENTER MY ORDER FOR ONE: ☐ NEW ☐ USED ☐ DEMONSTRATOR STOCK # P00886

YEAR <u>2023</u>	MAKE <u>Chevrolet</u>	MODEL <u>Tahoe PPV</u>	BODY TYPE _____	ESTIMATED DELIVERY DATE _____
COLOR <u>Black</u>	MILES _____	VIN <u>1GNSKLED6PR276647</u>	VALID IF DELIVERED ON OR BEFORE _____	

To be delivered upon notification by the seller that the car is available for delivery. No promises, express or implied, have been made regarding the delivery date of the car hereby ordered and no promise or representation has been made regarding the manner by which car orders will be filled by the seller. It is understood that no such promises or representations thereafter made shall bind the seller unless made in writing and signed by sales manager

IF THE MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER.

FACTORY INSTALLED EQUIPMENT	CASH PRICE OF UNIT	\$ 51,482.07
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BOCES Bid# 19/20-045 ex. 2B

### SUBJECT TO PRIMARY LENDERS APPROVAL

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE. THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEALER INSTALLED EQUIPMENT AND SERVICES	(+)	
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VEHICLE PRICE		
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**SPECIAL NOTICE TO CONSUMER**  
IF UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION. THE VALUE OF ANY VEHICLE YOU MAY HAVE AS A TRADE-IN (IF THE SELLER CHOOSES NOT TO BE RETURNED TO YOU; SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT, INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AND AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND MAJOR PHYSICAL OR MECHANICAL DEFECTS.

DIESEL STATE INSPECTION	(+)	\$
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COMMERCIAL UPGRADE SURCHARGE 1.5%	(+)	\$
-----------------------------------	-----	----

OTHER	(+)	\$
-------	-----	----

ALLOWANCE FOR TRADE-IN	(-)	
------------------------	-----	--

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY**  
"THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES AND CONTRARY PROVISION IN THE CONTRACT OF SALE."

SUB TOTAL	(=)	
-----------	-----	--

TAX	(+)	
-----	-----	--

PRIOR USE CERTIFICATION (REQUIRED BY THE VEHICLE AND TRAFFIC LAW 417-A IF THE PRINCIPAL USE OF THE VEHICLE WERE AS A POLICE VEHICLE, TAXICAB, DRIVER EDUCATION VEHICLE OR RENTAL VEHICLE). THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS A POLICE VEHICLE ☐ TAXICAB ☐ A DRIVER EDUCATION VEHICLE ☐ OR RENTAL VEHICLE ☐

N.Y STATE INSPECTION	(+)	10.00
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NYS REQUIRED TIRE RECYCLING FEE (\$2.50 PER TIRE)	(+)	
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### SEE OTHER SIDE FOR ADDITIONAL TERMS

"DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE). THIS IS NOT A DMV FEE \$75.00"		193
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### DESCRIPTION OF THE TRADE-IN

YEAR	MAKE	MODEL	BODY STYLE	COLOR	TRIM
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MILEAGE	VIN
---------	-----

BAL OWED	BAL. OWED TO WHOM
----------	-------------------

ADDRESS \_\_\_\_\_

ACCT. NO.	PAYOFF	VER. BY
-----------	--------	---------

BALANCE OWED	(+)	
--------------	-----	--

SUB TOTAL	(=)	\$
-----------	-----	----

REBATE AMOUNT	(-)	\$
---------------	-----	----

<b>TOTAL</b>		<b>\$51,494.00</b>
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PARTIAL PAYMENT ON CONTRACT	<input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK
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DUE ON DELIVERY: BANK CHECK - CASH - CERTIFIED CHECK
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AMOUNT FINANCED IF ANY
------------------------

**BANK**

BALANCE DOES NOT INCLUDE FEE FOR REGISTRATION

BALANCE MUST BE PAID IN FULL BEFORE OBTAINING PLATES. IF RE-REG. CASH OR CERTIFIED CHECK ON DELIVERY.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am 18 years of age or older, and hereby acknowledge receipt of a copy of this order. It is non-cancelable. Deposit is non-refundable.

"THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.

\*\*SEE SALESMAN FOR PROGRAM DETAILS



**PROPOSED LOCAL LAW #    OF THE YEAR 2023**

**BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF LEWISBORO, COUNTY OF WESTCHESTER, STATE OF NEW YORK AS FOLLOWS:**

**SECTION 1 : AUTHORITY**

This chapter is adopted pursuant to the authority, of Article 2, §10 of the New York State Municipal Home Rule Law.

**SECTION 2 : AMENDMENT OF CHAPTER 18**

Chapter 18 of the Town of Lewisboro Town Code entitled "Ethics" specifically subsection 18-7 thereof is hereby amended to read as follows:

**18-7 BOARD OF ETHICS.**

- A. There is hereby established a Board of Ethics consisting of at least three members, to be appointed by the Town Board, all of whom reside in the Town of Lewisboro, and who shall serve without compensation and at the pleasure of the Town Board.
- B. The Board of Ethics shall have the powers and duties prescribed by Article 18 of the General Municipal Law and shall render advisory opinions to the municipal officers of the Town of Lewisboro, pursuant to a written request, with respect to Article 18 of the General Municipal Law.
- C. Any advisory opinion regarding this Code of Ethics shall be provided to the person requesting same. Opinions shall be forwarded by the Board of Ethics to the Town Supervisor and Town Councilpersons of the Town of Lewisboro following the rendering of such opinion. The Town Board shall arrange to circulate said opinions to all employees for their information and have said opinions posted on the Town Bulletin Board.
- D. In addition to the other powers and duties granted to the Board of Ethics, the Board shall have the authority to receive from any person a written complaint regarding the compliance of any Town officer or employee with the provisions of this article.
- E. The Town Board of the Town of Lewisboro hereby empowers the Town of Lewisboro Board of Ethics with the authority to take testimony under oath with respect to any complaint received under this chapter.
- F. The Board of Ethics shall maintain appropriate records of its opinions and proceedings in compliance with state statute. The procedure for receipt and investigation of complaints shall be as follows:
  - (1) The written complaint must be signed, must include the individual complainant's address, and set forth reasonable detail and documentation, if any, of the facts alleged to constitute the violation(s).
  - (2) The written complaint shall be filed with the Town Clerk. Upon receipt of said complaint, the Board of Ethics shall acknowledge receipt to the complainant and forward the complaint simultaneously to the

officer or employee who is the subject of the complaint and the Town legal counsel.

- (3) The Board of Ethics shall then conduct a preliminary analysis of the complaint and determine in writing whether there is probable cause for the complaint. In the event that the Board of Ethics should find no probable cause for the complaint, the complaint shall be dismissed by the Board of Ethics sua sponte. The Board of Ethics shall then notify the complainant, the officer or the employee who is the subject of the complaint and the Town Board of the disposition of the complaint.
- (4) In the event that the Board of Ethics should find probable cause for the complaint, the Board of Ethics shall forward to the Town Board a copy of its probable cause decision together with any information and documentation acquired by the Board of Ethics regarding the complaint.
- (5) The Board of Ethics shall then conduct an investigation on said complaint.
- (6) The officer or employee who is the subject of the complaint shall have the right to be represented by counsel at any appearance before the Board of Ethics.
- (7) After the complaint has been filed and prior to any investigation undertaken of a complaint before the Board of Ethics, no member of the Board of Ethics or any of the Board's authorized agents may communicate directly or indirectly with any party or other persons about any issue of fact or law regarding the complaint, except that:
  - (a) The members of the Board of Ethics may obtain legal advice from the Town Counsel or special counsel as the case may be; and
  - (b) The members of the Board of Ethics may discuss the complaint among themselves;
  - (c) If any person attempts to influence a Board of Ethics member regarding the pending complaint, the Board member shall report the substance of the communication to the Board of Ethics at the next regular meeting of the Board of Ethics.
- (8) At the conclusion of its investigation and hearing on said complaint, the Board of Ethics shall then furnish the complainant, the officer or the employee who is subject of the complaint and the Town Board of the disposition of the complaint and its recommendation for action made to the Town Board. The Town Board shall take official action by public vote on such recommendation received from the Board of Ethics in regard to a complaint within 30 days of receipt and shall, immediately following the taking of such action, make it, including the recommendation of the Board of Ethics, public.

- G. All actions, decisions and recommendations of the Board of Ethics shall be by majority vote of the entire membership.



- H. The Town of Lewisboro Board of Ethics shall have such other powers and duties as shall be provided by or pursuant to Article 18 of the General Municipal Law of the State of New York.
- I. To the extent allowed by law, the Town of Lewisboro Board of Ethics shall be exempt from the Freedom of Information Law and from the Open Meetings Law.
- J. Except to the extent such records must be disclosed under the Freedom of Information Law and except as provided in § 13-7F(11), the complaint, records and other proceedings related thereto shall remain confidential.

### **SECTION 3 – HOME RULE**

Nothing in this Local Law is intended, or shall be construed to limit the home rule authority of the Town under State Law or to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

### **SECTION 4 – SEVERABILITY**

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Lewisboro hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

### **SECTION 5– EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.