



**AGENDA
TOWN OF LEWISBORO
TOWN BOARD MEETING
TOWN HOUSE
JUNE 27, 2016
7:30 P.M.**

I. PUBLIC COMMENT PERIOD

II. COMMUNICATIONS

1. **Temporary Designation of Interstate 684 as Restricted Highway and Letter from Intercounty Paving Associates Regarding Prep Work to Begin Approximately July 5, 2016**

III. CONSENT AGENDA

Approval of Minutes – June 13, 2016

IV. NEW BUSINESS

1. **Resolution Authorizing the Supervisor to Sign the Amended 2015 KLSD Facilities' Use Agreement for 2016-2017**
2. **Resolution Authorizing the Supervisor to Sign the Amended 2015 KLSD Salt/Fuel Agreement for 2016-2017**
3. **Resolution Authorizing the Supervisor to Sign the KLSD Bus Lease Agreement for Parks & Recreation Programs for 2016-2017**
4. **Discussion Regarding Renewal of Building Fee Exemption for Solar Panels**

V. POLLING OF BOARD

VI. ANNOUNCEMENTS

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

VII. MOTION TO GO INTO EXECUTIVE SESSION

Items submitted for inclusion on the agenda for regular Town Board Meetings must be received by the Supervisor's Office by noon on the Thursday preceding the meeting. Items of significant importance may be added if deemed necessary by the Town Board or Supervisor.

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

FIRST AMENDMENT

FIRST AMENDMENT made this ____ day of _____, 2016 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 7, 2015, as amended.

WHEREAS, the parties entered into an Agreement dated July 7, 2015, as amended, establishing the rights and responsibilities of the School District and the Town of Lewisboro for use of their respective facilities by one another; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement and Amendment shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on August 31, 2017 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year terms subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE
SCHOOL DISTRICT

Date: _____

By: _____

TOWN OF LEWISBORO

Date: _____

By: _____

FIRST AMENDMENT

FIRST AMENDMENT made this ____ day of _____, 2016 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 7, 2015, as amended.

WHEREAS, the parties entered into an Agreement dated July 7, 2015, as amended, establishing the rights and responsibilities of the School District and the Town of Lewisboro for the School District's purchase of salt from the Town and the Town's purchase of fuel from the School District; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement and Amendment shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on June 30, 2017 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year terms subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE
SCHOOL DISTRICT

Date: _____

By: _____

TOWN OF LEWISBORO

Date: _____

By: _____



BUS LEASE AGREEMENT-SCHOOL YEAR 2016 - 2017

The Katonah-Lewisboro School District agrees to lease to the Town of Lewisboro Park and Recreation Department, school buses as required for the Park and Recreation Program for 2016 - 2017.

Following are conditions and lease stipulations covering the lease:

1. Buses are solely for transportation requirements necessary to conduct the above Park and Recreation Program.
2. The length of this agreement shall be from July 1, 2016 through June 30, 2017.
3. The Town of Lewisboro Park and Recreation Department will provide and pay certified bus drivers who must also be approved by the Katonah-Lewisboro School District.
4. Conduct on buses shall be maintained to meet rules currently in effect on school buses used for regular school transportation. Loading of school buses shall not exceed the maximum seating capacity by law or regulation. Drivers and Counselors shall be responsible for maintaining order on buses at all times.
5. All damages incurred as a result of vandalism, mischief, or any other action other than normal wear and tear shall be paid for by the Town of Lewisboro Park and Recreation Department. Wear and tear shall be defined as those types of wear which results from the use of a vehicle in normal operation associated with transporting children. It shall not include damage as a result of improper use, vandalism or malicious mischief.
6. The Town of Lewisboro Park and Recreation Department agrees to keep in force during the period of this agreement a Certificate of Insurance showing General Liability, Excess Liability, Worker's Compensation and Employers' Liability in amounts agreeable to the Katonah-Lewisboro School District. In no event shall the Liability Insurance is less than \$1,000,000.00.
7. The Town of Lewisboro Park and Recreation Department agrees to furnish all gasoline and diesel fuel.

8. The Katonah-Lewisboro School District agrees to provide all the necessary maintenance service and to be responsible for providing needed road service in the event of a breakdown. For purposes of this agreement, the maintenance service to be provided shall be the normal and usual service that the vehicles require.
9. Charges for use of school buses shall be as follows:

There is a charge of \$700.00 per vehicle used by the Summer Camp Program during the months of July and August for the Town of Lewisboro Park and Recreation Department. These Buses are used on a daily basis while Camp is in session.

Additional buses needed for activities that are not included in the daily running of the Camp Program will be charged at \$75.00 per day for the duration of the agreement.

It is the intent of this lease to provide a basic guide to cover rules of use and charges that may be incurred in the operation of a transportation system, for the Park and Recreation Program. It is expected that both parties shall not preclude the right of either party to cancel such contract if in the opinion a continuation of such Contract might prove detrimental to the safety and welfare of children involved in the program.

KATONAH-LEWISBORO SCHOOL DISTRICT

BY: _____

TOWN OF LEWISBORO PARK AND
RECREATION DEPARTMENT

BY: _____

Date: _____



HOLD HARMLESS AGREEMENT

The Town of Lewisboro hereby agrees to defend, indemnify and hold harmless the Katonah-Lewisboro School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor under the contract, (including the transportation of students)

District Representative

Contractor