



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, APRIL 8, 2024  
7:30 P.M.**

- I. Presentation by Westchester County Executive, George Latimer**
- II. COMMUNICATIONS**
  - a. Proclamation Week of the Young Child**
- III. CONSENT AGENDA**
  - a. Approval of Minutes of March 11, 2024 and March 25, 2024**
  - b. Monthly Reports March 2024**
    - i. Building Department**
- IV. OLD BUSINESS**
  - a. Discussion: Lewisboro Town Park Pool Bath House**
  - b. Resolution: Amending the 2021 Professional Services Agreement with Delaware Engineering for Oakridge Water District Improvements: PFAS Treatment**
- V. NEW BUSINESS**
  - a. Resolution: Approving Hiring Martinez Carpentry and Roofing LLC for Removal and Replacement of Dugout Roofs at Fox Valley**
  - b. Resolution: Approving Hiring D-Fence to Install Fence at Fox Valley to Separate Playground from Playing Fields**
  - c. Resolution: Approving Parks and Recreation Surplus of Three Pieces of Equipment**
  - d. Resolution: Approving Agreement with Ridgefield Aquatic Club to use Lewisboro Town Pool for Swim Practice**
  - e. Resolution: Approving Agreement with Storm Aquatics to use Lewisboro Town Pool for Swim Practice**
  - f. Discussion: “Histoury” Tour of Lewisboro and Parking**
  - g. Resolution: Approving Renewal of License for Win Waste Innovations/City Carting Inc. to Collect and Dispose of Refuse and Recyclables**

- h. **Resolution: Approving Release of Performance Security for 65 Old Bedford Road**
- i. **Resolution: Approving Town Clerk Attendance at 42<sup>nd</sup> NYSTCA Conference which will be held April 21<sup>st</sup>-24<sup>th</sup>, 2024 at the Desmond in Albany, NY**
- j. **Resolution: Approving Highway Superintendent Attendance at the Annual School for Highway Superintendents which will be held June 3<sup>rd</sup>-5<sup>th</sup>, 2024 at Ithaca College**
- k. **Resolution: Authorizing the Oscaleta Culvert Project Funding Resolution**
- l. **Resolution: Authorizing the Supervisor to sign the NYS DOT BridgeNY Culvert Local Project Agreement**
- m. **Discussion: Borrowing Resolutions**
  - i. **Resolution: Approving \$40M Borrowing Resolution for Lakes Sewer District for WIAA Grant Application**
  - ii. **Resolution: Approving \$320,000 Borrowing for Paving**
- n. **Resolution: Accepting Highway Department Materials Bid**

**VI. PUBLIC COMMENT**

**VII. APPROVAL OF CLAIMS**

**VIII. POLLING OF THE BOARD**

**IX. ANNOUNCEMENTS**

**Town Board Meeting – Monday, April 29, 2024, 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**

**RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF  
LEWISBORO AT A MEETING HELD ON APRIL 8, 2024**

**WHEREAS, The first years of a child’s life are the period of the most rapid brain development and lay the foundation for all future learning, and**

**WHEREAS, Children’s cognitive, physical, social and emotional, and language and literacy development are built on a foundation of children’s positive interactions with adults, peers, and their environment, and**

**WHEREAS, A high percentage of mothers return to work in the first six weeks after the birth of a child, and**

**WHEREAS, High-quality early childhood programs provide important benefits to children, families and our state and national economies, and**

**WHEREAS, Participation in high-quality early childhood education saves taxpayer dollars, makes working families more economically secure and prepares children to succeed in school, earn higher wages, and live healthier lives, and**

**WHEREAS High-quality early childhood education depends on high-quality early childhood educators who ensure that children, supported by families, have the early experiences they need for a strong foundation, and**

**WHEREAS YOUNG CHILDREN NEED Developmentally appropriate, accessible, and available early care and education settings, and**

**WHEREAS, Access to an early childhood education workforce that reflects a rich diversity of linguistic, racial, and cultural identities, and**

**WHEREAS WORKING FAMILIES NEED Sufficient high-quality child care spaces beginning at birth to be available in the community, therefore.**

**BE IT RESOLVED that the Town of Lewisboro does hereby proclaim April 7-13, 2024 as the WEEK OF THE YOUNG CHILD, and does hereby recognize that high quality early childhood education, provided by the Country Childrens Center in a mixed-delivery system, is a public good, and urge all members of our community to support efforts that increase children and families’ access to high-quality early childhood education.**

**Dated at South Salem, New York,  
on this 8th day of April, 2024**

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**Tony Gonçalves  
Town Supervisor**

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

M5 Fee Report  
 From 02/28/2024 To 03/21/2024

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	5	\$350.00
Additional CC Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	3	\$80.00
Additional CO Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	3	\$720.00
BUILDING PERMIT FEE	57	\$44,721.50
CERTIFICATE OF COMPLIANCE FEE	21	\$1,320.00
CERTIFICATE OF OCCUPANCY FEE	35	\$37,681.50
CIVIL PENALTY - NO PERMIT	6	\$3,020.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	4	\$200.00
MISCELLANEOUS	4	\$120.75
RE-INSPECTION	1	\$100.00
RECORDS MANAGEMENT FEE	53	\$106.00
RENEWAL FEE	12	\$4,202.00
Stormwater ADMIN	2	\$600.00
Wetland Administrative	1	\$150.00
ZONING BOARD APPLICATION	2	\$504.00
	209	\$93,875.75

**TOWN OF LEWISBORO**

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

	2022		2023		2024	YEAR TO DATE INCREASE BY MONTH
	BUDGET REVENUE: \$600,000		BUDGET REVENUE: 600,000		BUDGET REVENUE: 844,701	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$129,768.00	JAN	\$29,327.25	JAN	\$76,588.50	161%
FEB	\$295,108.75	FEB	\$104,630.00	FEB	\$76,515.19	-27%
MAR	\$39,169.50	MAR	\$157,150.50	MAR	\$93,875.75	-40%
APR	\$71,303.00	APR	\$89,940.00	APR		-100%
MAY	\$80,821.75	MAY	\$200,796.00	MAY		-100%
JUNE	\$68,812.00	JUNE	\$86,220.50	JUNE		-100%
JULY	\$71,446.25	JULY	\$86,258.50	JULY		-100%
AUG	\$45,824.00	AUG	\$67,987.25	AUG		-100%
SEPT	\$91,686.50	SEPT	\$89,180.50	SEPT		-100%
OCT	\$39,835.75	OCT	\$51,130.00	OCT		-100%
NOV	\$107,509.50	NOV	\$50,360.75	NOV		-100%
DEC	\$57,401.50	DEC	\$11,234.00	DEC		-100%
	<b>\$1,098,686.50</b>		<b>\$1,024,215.25</b>		<b>\$246,979.44</b>	

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

The Effective Date of this Amendment is: 4/08/2024 .

Background Data

Effective Date of Owner-Engineer Agreement: 11/1/2021

Owner: Town of Lewisboro

Engineer: Delaware Engineering, DPC

Project: Oakridge Water District Improvements: PFAS Treatment

Nature of Amendment:

X Additional Services to be performed by Engineer

Description of Modifications:

Addition of Construction Phase services to the Oakridge Water District Improvements: PFAS Treatment project. See scope of work attached.

Agreement Summary:

Original agreement amount:	\$ <u>180,000.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>220,000.00</u>
Adjusted Agreement amount:	\$ <u>400,000.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: Roberto Flores \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: Robert Flores \_\_\_\_\_

Title: \_\_\_\_\_

Title: Senior Project Manager \_\_\_\_\_

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

Date Signed: 2/17/2024 \_\_\_\_\_

## Construction Phase Services

Construction Phase Services, including office engineering, grant administration, and construction inspection shall be added by amendment to this agreement.

Construction engineering services will include the following elements:

1. ENGINEER will coordinate pre-construction meetings with the selected contractors to establish working protocols including health and safety plans. Schedules for all work elements will be reviewed by ENGINEER staff with the contractor to ensure a common understanding of the project scope and to identify critical paths. Appropriate written documentation of these meetings will be provided to the Village.
2. During contractor mobilization, engineering staff will be available to assist with directing the contractor in defining staging areas and ensuring that pre-construction activities occur as required. In addition, during mobilization, staff will ensure that all appropriate forms and reporting documentation is compiled and ready for use during construction activities.
3. Engineering services to be provided during construction will include:
  - a. Shop drawing review and approval
  - b. Processing of payment requests and change orders
  - c. Scheduling and attending regular job progress meetings
  - d. Preparation of a punch list of outstanding issues at the time of substantial completion.
  - e. Field Inspections, as required.
  - f. Review of all Close-out documents including as-built drawings and operational manuals.
  - g. A copy of all reports, tests and shop drawings will be provided to the Town.
  - h. Assist with all grant administration requirements
4. Upon completion of the project, ENGINEER will conduct a final on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agencies for work completed in accordance with the approved plans and specifications, and provide a final document package including reports, records, record plans developed by the contractor and other pertinent information.

The Inspection Phase of the project will include daily resident field inspection of the construction work to ensure and certify conformance of the work with the contract documents and to coordinate construction activities while maintaining operations. Field inspection staff will maintain records, monitor start-up testing, review scheduling, and record construction activities.

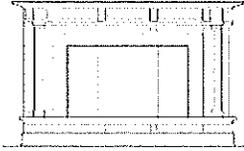
Onsite daily inspections will be dependent on the contractor's schedule this fee is based on 1,000 hours of resident field inspection. This cost will be billed on a time and material basis with a not-to-exceed amount based on the 1,000 hours. If construction duration required additional hours a separate proposal will be submitted to the Town.

## Fee Schedule

The fee of \$220,000 is estimated as follows:

<b>Construction Administration</b>	<b>Fixed Fee</b>		
Engineering PM	\$250/hour	100 hours	\$25,000
Engineering Staff	\$145/hour	276 hours	\$40,000
Grant Administration	\$100/hour	100 hours	\$10,000
Expenses			\$3,000
<b>Resident Inspections</b>	<b>T&amp;M Not to Exceed</b>		
Inspector	\$125/hour	1,000 hours	\$125,000
Expenses			\$17,000

DARREN P. MERCER  
ARCHITECT, PLLC



*Architecture & Interior Design*

February 5, 2024  
February 7, 2024 (rev.)  
February 26, 2024 (rev.)

**Nicole Caviola**  
**Recreation Supervisor**  
**Town of Lewisboro Parks & Recreation**  
**99 Elmwood Road**  
**South Salem, NY 10590**

**RE: Proposed New Bath House**  
**Lewisboro Town Park**  
**1079 NY-35**  
**South Salem York 10590**

Dear Nicole,

As discussed at our Site Meeting last week, here is a breakdown of the Architectural fees for the Project. The following Phases are the General Program requirements for the Proposed Bath House Project:

**Phase I - Predesign Services**

- Review of Client's Proposed Site Development Plan provided by Client's Site Engineer.
- Review and determination of Client's Project Scope of Work and Project Approvals.

**Phase II - Design Development**

- Sketch format of Preliminary Site Development Plan.
- Continue Design Development of Current Concept Plan:  
Floor Plan, Exterior Elevations, Building Sections.
- Post & Beam Framing Structural Design Concepts.
- Coordinate Framing Design with Mid Atlantic Timber Framers for Preliminary Frame Cost Estimates

**Phase III - Approvals - Permitting**

- As per Phase I above.

**Phase IV - Construction Documents**

- Architectural Drawings include non-construction presentation plans.
- Plumbing & Mechanical (Ventilation) Engineering to be retained by Client.
- Electrical: Power & Lighting Drawings.
- Structural Drawings prepared by Mid Atlantic Timber Framers.

**Phase V - Bidding & Construction /Contract Administration**

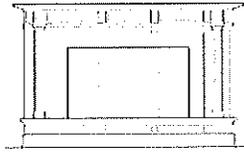
- Preparation of AIA form of Agreement between Client and Builder.
- Provide Construction Administration Services during construction of Project.

32 Flintlock Ridge Road, Katonah, New York 10536

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telephone: 914-391-4490 darrenpmrcer@aol.com

DARREN P. MERCER  
ARCHITECT, PLLC



*Architecture & Interior Design*

Proposed New Bath House  
Lewisboro Town Park  
February 5, 2024  
February 7, 2024 (rev.)  
February 26, 2024 (rev.)  
Page 2

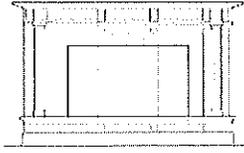
**Project Phase Fees**

<b><u>Phase 1- Predesign Service</u></b>	<b>\$1,000</b>
A. Review of Clients Proposed Site Development Plan provided by Client's Site Engineer	
B. Review and Determination of Client's Project Scope of Work and Project Approvals	
<b><u>Phase 2A- Design Development</u></b>	<b>\$4,000</b>
1. Sketch format of Preliminary Site Development Plan	
2. Continue Design Development of Current Concept Plan:	
a. Floor Plan, Building Sections, Building Exterior Elevations	
3. Post and Beam Framing Structural Design Concepts	
<b><u>Phase 2B – Design Development</u></b>	<b>\$5,000</b>
1. Coordinate Framing Design with Mid Atlantic Timber Framers for Preliminary Frame Cost Estimates	
<b><u>Phase 3 – Approvals – Permitting</u></b>	<b>Hourly</b>
Estimate 6-8 Hours	
<b><u>Phase 4 – Construction Documents</u></b>	<b>\$41,000</b>
<b><u>Phase 5 – Bidding and Construction/ Contract Administration</u></b>	<b>\$27,500</b>
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<b>TOTAL</b>	<b>\$78,500</b>

Progress Payment Invoicing to be submitted commensurate with percentage completion of the above Project Phases.

The above **Basic Architectural Services** include the design and preparation of Sketches, Drawings, and Specifications that define and detail the Project. Interior Design Drawings and Finish Selections (Casework, Cabinetry, Tile / Stone etc.) are included in the **Basic Architectural Services**.

DARREN P. MERCER  
ARCHITECT, PLLC



*Architecture & Interior Design*

Proposed New Bath House  
Lewisboro Town Park  
February 5, 2024  
February 7, 2024 (rev.)  
February 26, 2024 (rev.)  
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Attendance at any required public meetings (i.e.: **ACARC, Zoning Board, Planning Board or Health Department Review**) will be billed at an hourly rates plus expenses. **Mechanical, Structural and Septic Engineering Services** are not included in the **Basic Architectural Services**, but I will coordinate the work of these consultants that is necessary for the Project.

The hourly rates are as follows:

\$150/Hr.	Principal
\$100/Hr.	Associate

Reproduction costs (drawing plots & prints) and express delivery services are reimbursable expenses.

If acceptable please return retainer deposit of **Five Thousand Dollars (\$5,000.00)** which will billed against your last project invoice. I will forward for your review and signature, an AIA Document B105- 2001 Agreement for the Project. I hope that this information is useful to you and look forward to working on the Project.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'D. P. Mercer'.

Darren P. Mercer, Architect, PLLC  
Managing Member

DPM:amm



# 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

MEMO TO: Tony Goncalves, Supervisor  
Town Board Members

MEMO FROM: Nicole Caviola, Recreation Supervisor *NC*

DATE: April 2, 2024

RE: Fox Valley Dugouts

I would like to request approval to hire Martinez Carpentry and Roofing LLC for removal and replacement of the dugout roofs at the Fox Valley Lower Baseball field.

Martinez Carpentry provided the lowest quote, totaling \$9,080. This project is budgeted for and will be paid from Parks Field and Play Maintenance, appropriation 7110.4.

Please see the attached RFP results. Thank you in advance.



# Town of Lewisboro

## Parks & Recreation Department



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Senior Adult Coordinator

### BASEBALL DUGOUT ROOF – FOX VALLEY PARK

#### BID RESULTS

	<b>Name of Vendor Bids sent to:</b>	<b>BID RESULT</b>
1	E & R Roofing & Gutters Carmel, NY	\$16,000
2	Joseph Mokszycki Construction South Salem, NY	\$15,400
3	<b>Martinez Carpentry &amp; Roofing</b> <b>Brewster, NY</b>	<b>\$9,080</b>



# Town of Lewisboro

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Senior Adult Coordinator

MEMO TO: Tony Goncalves, Supervisor  
Town Board Members

MEMO FROM: Nicole Caviola, Recreation Supervisor *NZ*

DATE: April 3, 2024

RE: Fox Valley Playground Fence

I would like to request approval to hire D-Fence for installation of a 4-foot-high fence to separate the playground area from the playing fields at Fox Valley.

D-Fence provided the lowest quote, totaling \$5,648. This project is budgeted for and will be paid from Parks Field and Play Maintenance, appropriation 7110.4.

Please see the attached proposal results. Thank you in advance.



# Town of Lewisboro

## Parks & Recreation Department



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Recreation Supervisor

**Michael Portnoy**  
Recreation Assistant

**Katie Coluccini**  
Recreation Leader

**Laura Stone**  
Senior Office Assistant

**Pam Veith**  
Senior Adult Coordinator

## PLAYGROUND FENCE – FOX VALLEY PARK

### BID RESULTS

	<b>Name of Vendor Bids sent to:</b>	<b>BID RESULT</b>
1	Salem Fence Baldwin Place, NY	\$7,000
2	<b>D-Fence</b> <b>Brewster, NY</b>	<b>\$5,648</b>



# Town of Lewisboro

## Parks & Recreation Department



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Senior Office Assistant

**Pam Veith**  
Senior Adult Coordinator

MEMO TO: Supervisor Goncalves  
Town Board Members

MEMO FROM: Nicole Caviola, Recreation Supervisor *NC*

DATE: March 26, 2024

RE: Equipment for Auction

The Parks and Recreation Department is respectfully requesting a resolution from the Town Board to surplus the below three pieces of equipment:

1. 2002 Gem E285 Utility Vehicle, VIN# 5ASAJ274X2F02399
2. 1999 John Deere Gator Utility 6X4, VIN #W006X4X047051
3. Mill Creek Spreader PTO Drive, Model Turf75TD, Serial # 3910

The equipment will be listed on "Auctions International." The Town of Lewisboro currently has an active account and there is no cost associated.

If you have any questions, please do not hesitate to contact me. Thank you.



**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 eighth of April 2024 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 Monday, June 17<sup>th</sup> through Wednesday, August 7<sup>th</sup>, 2024. 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 \$150 per hour on Friday nights, Saturday nights, and any morning before 6:30am. 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**

**Ridgefield Aquatic Club**

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

By: \_\_\_\_\_  
Emmanuel Lanzo, Head Coach

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

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

17	JUN 2024, MON	● 7:30 – 8:45pm	RAC
18	JUN 2024, TUE	● 7:30 – 8:45pm	RAC
19	JUN 2024, WED	● 7:30 – 8:45pm	RAC
21	JUN 2024, FRI	● 7:30 – 8:45pm	RAC
22	JUN 2024, SAT	● 6:30 – 8:30am	RAC
		● 7:15 – 8:45pm	RAC
23	JUN 2024, SUN	● 6:30 – 8:30am	RAC
24	JUN 2024, MON	● 7:30 – 8:45pm	RAC
25	JUN 2024, TUE	● 7:30 – 8:45pm	RAC
26	JUN 2024, WED	● 7:30 – 8:45pm	RAC
27	JUN 2024, THU	● 8:30 – 9:45am	RAC
		● 7:30 – 8:45pm	RAC
28	JUN 2024, FRI	● 7:30 – 8:45pm	RAC
29	JUN 2024, SAT	● 6:30 – 8:30am	RAC
1	JUL 2024, MON	● 7:30 – 8:45pm	RAC
2	JUL 2024, TUE	● 7:30 – 8:45pm	RAC
3	JUL 2024, WED	● 7:30 – 8:45pm	RAC
4	JUL 2024, THU	● 5:15 – 6:30am	RAC
5	JUL 2024, FRI	● 7:30 – 8:45pm	RAC
6	JUL 2024, SAT	● 6:30 – 8:30am	RAC
		● 7:15 – 8:45pm	RAC

7	JUL 2024, SUN	● 6:30 – 8:30am	RAC
8	JUL 2024, MON	● 7:30 – 8:45pm	RAC
9	JUL 2024, TUE	● 7:30 – 8:45pm	RAC
10	JUL 2024, WED	● 7:30 – 8:45pm	RAC
11	JUL 2024, THU	● 5:15 – 6:30am	RAC
		● 7:30 – 8:45pm	RAC
12	JUL 2024, FRI	● 7:30 – 8:45pm	RAC
13	JUL 2024, SAT	● 6:30 – 8:30am	RAC
15	JUL 2024, MON	● 7:30 – 8:45pm	RAC
16	JUL 2024, TUE	● 7:30 – 8:45pm	RAC
17	JUL 2024, WED	● 7:30 – 8:45pm	RAC
18	JUL 2024, THU	● 5:15 – 6:30am	RAC
		● 7:30 – 8:45pm	RAC
20	JUL 2024, SAT	● 6:30 – 8:30am	RAC
		● 7:15 – 8:45pm	RAC
21	JUL 2024, SUN	● 6:30 – 8:30am	RAC
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23	JUL 2024, TUE	● 7:30 – 8:45pm	RAC
24	JUL 2024, WED	● 7:30 – 8:45pm	RAC
25	JUL 2024, THU	● 5:15 – 6:30am	RAC
		● 7:30 – 8:45pm	RAC

26	JUL 2024, FRI	7:30 – 8:45pm	RAC
27	JUL 2024, SAT	6:30 – 8:30am	RAC
29	JUL 2024, MON	7:30 – 8:45pm	RAC
30	JUL 2024, TUE	7:30 – 8:45pm	RAC
31	JUL 2024, WED	7:30 – 8:45pm	RAC
1	AUG 2024, THU	5:15 – 6:30am	RAC
		7:30 – 8:45pm	RAC
2	AUG 2024, FRI	7:30 – 8:45pm	RAC
4	AUG 2024, SUN	6:30 – 8:30am	RAC
5	AUG 2024, MON	7:30 – 8:45pm	RAC
6	AUG 2024, TUE	7:30 – 8:45pm	RAC
8	AUG 2024, THU	5:15 – 6:30am	RAC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2023

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> Risk Management Services, Inc.  P.O. BOX 50310 Phoenix AZ 85076	<b>CONTACT NAME:</b> Debbie Williams <b>PHONE (A/C, No, Ext):</b> (602) 840-3234 <b>E-MAIL ADDRESS:</b> dwilliams@theriskpeople.com	<b>FAX (A/C, No):</b> (602) 274-9138
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ridgefield Regional Aquatic Club  (Jarcyn Amateur Swimming Association) 115 Barlow Mountain Road Ridgefield CT 06877 (203) 438-3951	<b>INSURER A:</b> Markel Insurance Company	<b>NAIC #</b> 38970
	<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**      **KK**      **CERTIFICATE NUMBER:** Cert ID 31439      **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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Insured	Y	Y	M1-MKM-5004807-00 LTS	05/30/2023	05/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	<b>AUTOMOBILE LIABILITY</b> <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	M1-MKM-5004807-00 LT	05/30/2023	05/30/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> 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	<b>XS Medical/Dental</b> A D & D			03-071691-23	05/30/2023	05/30/2024	Maximum Limit: \$ 25,000 Maximum Limit \$ 5,000

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. Town of Ridgefield - Department of Parks & Recreation is included as Additional Insured on General Liability, but only as respects to the Named Insured's operations at 115 Barlow Mountain Road, Ridgefield, CT 06877.

<b>CERTIFICATE HOLDER</b>  recdirector@ridgefieldct.org  Town of Ridgefield Department of Parks & Recreation  195 Danbury Rd. Ridgefield CT 06877	<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

### 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 eighth of April 2024 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 22<sup>nd</sup> through Saturday, August 10<sup>th</sup>, 2024. 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.

The User will be charged \$90 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.
- 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**

**Storm Aquatics**

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

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

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

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

MLP

22	JUN 2024, SAT	●	8:30 - 10:30am	Storm
23	JUN 2024, SUN	●	8:30 - 10:30am	Storm
25	JUN 2024, TUE	●	6:30 - 8:30am	Storm
26	JUN 2024, WED	●	6:30 - 8:30am	Storm
27	JUN 2024, THU	●	6:30 - 8:30am	Storm
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6	JUL 2024, SAT	●	8:30 - 10:30am	Storm
7	JUL 2024, SUN	●	8:30 - 10:30am	Storm
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10	JUL 2024, WED	●	6:30 - 8:30am	Storm
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13	JUL 2024, SAT	●	8:30 - 10:30am	Storm
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17	JUL 2024, WED	●	6:30 - 8:30am	Storm
18	JUL 2024, THU	●	6:30 - 8:30am	Storm

MLP

20	JUL 2024, SAT	☉	8:30 - 10:30am	Storm
21	JUL 2024, SUN	☉	8:30 - 10:30am	Storm
23	JUL 2024, TUE	☉	6:30 - 8:30am	Storm
24	JUL 2024, WED	☉	6:30 - 8:30am	Storm
25	JUL 2024, THU	☉	6:30 - 8:30am	Storm
27	JUL 2024, SAT	☉	8:30 - 10:30am	Storm
28	JUL 2024, SUN	☉	8:30 - 10:30am	Storm
30	JUL 2024, TUE	☉	6:30 - 8:30am	Storm
31	JUL 2024, WED	☉	6:30 - 8:30am	Storm
1	AUG 2024, THU	☉	6:30 - 8:30am	Storm
6	AUG 2024, TUE	☉	6:30 - 8:30am	Storm
7	AUG 2024, WED	☉	6:30 - 8:30am	Storm
8	AUG 2024, THU	☉	6:30 - 8:30am	Storm
10	AUG 2024, SAT	☉	8:30 - 10:30am	Storm

<



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2024

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 1855 W. State Road 434 Longwood FL 32750	<b>CONTACT NAME:</b> _____		<b>FAX (A/C, No):</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____	<b>E-MAIL ADDRESS:</b> usascoi@ioausa.com	
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Accredited Surety & Cas Co Inc			26379
<b>INSURER B:</b> United States Fire Insurance Company			21113
<b>INSURER C:</b> _____			
<b>INSURER D:</b> _____			
<b>INSURER E:</b> _____			
<b>INSURER F:</b> _____			

**INSURED** USASWM-01  
 USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs  
 1 Olympic Plaza  
 Colorado Springs CO 80909-5780

**COVERAGES** **CERTIFICATE NUMBER:** 165123929 **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.

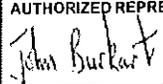
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-TRE-CO-17-01338546-01	1/1/2024	1/1/2025	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)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED _____ RETENTION \$ _____	Y	Y	1-TRE-CO-17-01338547-01	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	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	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Participant Accident			US1929880	1/1/2024	1/1/2025	Excess Medical	50,000

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: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but 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...

### CERTIFICATE HOLDER CANCELLATION

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



## Colonial Westchester: Lewisboro Historic House Tour

Lewisboro, NY

April 27, 2024 | 1:00 p.m. | 4 Hours (Approx.)



### About

Visit several home interiors on our bus tour, and see and learn about many more buildings along the way!

Including hamlets such as South Salem, Cross River, and Golden's Bridge, Lewisboro's colonial architecture has endured in dozens of homes throughout town. including a preserved portion of the home where Benedict Arnold's co-conspirator was imprisoned and wrote to General Washington for leniency. Another colonial home in the town is tied to the Russian Revolution, said to be the hideout for the prime minister after the overthrow of the czar! Join us to tour a great collection of Lewisboro's fantastic colonial homes!

This is a one-time-only event, space is limited.

The bus start/stop location will be in the Lewisboro area, specific location details will be provided via email prior to the tour.

### Rates

- **Adult:** \$75
- **Student:** \$49

All prices are in US dollars

Direct online booking powered by FareHarbor.com

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

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

RESIDENTIAL X  
COMMERCIAL X

If applying for renewal, date the current license expires March 3, 2024

The Town will ensure that confidential proprietary documents submitted as part of this license application are maintained under seal and free from Freedom of Information disclosure.

Applicant shall be responsible for designation of document to be so protected.

1. Name of Applicant WIN Waste Innovations / City Carting Inc.  
Business Address 241 RT 100 Somers, NY 10589  
Business Telephone & Fax Numbers 203 324 4090 914 232 4090  
Home & Emergency Telephone Numbers 

2. VEHICLES

<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>License Number</u>
-------------	--------------	------------------	-----------------------

*See attached*

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

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

COMMERCIAL:

<u>Size of Container</u>	<u>Pickup Frequency</u>	<u>Suggested Rate (Per Yard)</u>
<u>1-10yd</u>	<u>1x - 6x</u> <u>per week</u>	<u>Based on weight</u>

Note: The Town Rate will be set by the Town Board each December for the following year. Actual rate charged may not exceed Town Rate. The fee schedule filed with the Town for the license period shall remain in effect for the license period, as defined herein, unless any change therein is filed with the Town no less than 60 days prior to date said revised fee schedule is to take effect.

RESIDENTIAL:

- A. Curbside Minimum of \$42/month
- B. Driveway less than 125 feet Minimum of \$58/month
- C. Driveway more than 125 feet Minimum of \$58/month

4. METHOD OF BILLING

Monthly or by contract agreement

Monthly

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

Entire town

6. LOCATION OF TRANSFER SITES

Somers, N.Y.

7. PLACE OF DISPOSITION OF REFUSE

Somers Sanitation LLC.  
241 RT 100 Somers, N.Y. 10589

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

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
<u>Lockton Companies</u>	<u>Zurich American</u>	<u>7515465-03</u>	<u>12/1/23 -</u> <u>12/1/24</u>
	<u>(See Attached)</u>		

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

(Attached)

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

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

*See attached*

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12. NUMBER OF CUSTOMERS

*2480 Residential / 31 Commercial*

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

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

*5 backup vehicles, rental options, 6 backup drivers*

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

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

February 23, 2024  
Date

[Signature]  
Applicant

Ops Manager  
Title

(Corporate Seal)

Sworn to before me this 23<sup>rd</sup> day of February, 2024.

[Signature]  
Notary Public



Refuse License Fees:

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

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

For office use:

Total fee paid: \_\_\_\_\_

Receipt No./Date: \_\_\_\_\_

<u>Commercial</u>	FEL-239291	2023	Mack	FL	1M2TE2GC2PM009291	74119A	31 yards
<u>Commercial</u>	FEL-239292	2023	Mack	FL	1M2TE2GC4PM009292	74121A	31 yards
<u>Commercial</u>	FEL-189008	2018	Mack	FL	1M2AV04CXJM019008	66333A	31 yards
<u>Commercial</u>	RO-31	2007	Freightline	RO	1FVMC5CV57HX11769	72688A	30 yards
<u>Commercial</u>	RO-56	2010	Hino	RO	5PVNV8JV4A4551517	60491A	30 yards
<u>Commercial</u>	RO-59	2007	Freightline	RO	1FVMC5DE87HY22766	72689A	30 yards
<u>Commercial</u>	CDU-1	2009	Kenworth	Jammer	2NKHHN6X39M250148	58578A	8 yards
<u>Residential</u>	REL-209077	2021	Inter	RL Split	3HAEUTARXML499077	68608A	16 yards
<u>Residential</u>	REL-209077	2021	Inter	RL Split	3HAEUTARXML499077	68608A	16 yards
<u>Residential</u>	RL-21	2020	Inter	RL Split	3HAEJTAR8LL422859	66833A	16 yards
<u>Residential</u>	REL-202375	2020	Freightline	RL Split	3ALACXFC1LDLW2375	68615A	16 yards

Commercial = \$ 650.00

Residential = \$ 140.00

Total = 790.00



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

12/27/2023

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> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1486692 City Carting Inc 8 Viaduct Road Stamford CT 06907	<b>INSURER A:</b> Zurich American Insurance Company <b>NAIC #</b> 16535	
	<b>INSURER B:</b> American Guarantee and Liab. Ins. Co.      26247	
	<b>INSURER C:</b> Ironshore Specialty Insurance Co      25445	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 17577933      **REVISION NUMBER:** XXXXXXX

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"/> <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 OTHER:	Y	N	GLO 7515465-03	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y	N	BAP 7520788-03	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	N	AUC 7118797-03	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXX
A	<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	WC 7515469-04	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability	Y	N	ISPILLSCX20B001	12/19/2023	12/19/2033	\$25,000,000 Each Pollution Event \$25,000,000 Each Aggregate Policy Limit

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Insured in favor of Town of Lewisboro (on all policies except Workers' Compensation/EL) where and to the extent required by written contract.

<b>CERTIFICATE HOLDER</b>  17577933 Town of Lewisboro 11 Main Street 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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# CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

11/28/2023

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO 7515465-03	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 7520788-03	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 7515469-04	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured in favor of Town of Lewisboro on the General Liability where and to the extent required by written contract.

<b>CERTIFICATE HOLDER</b>  17414019 Town of Lewisboro Town House 11 Main Street 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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# Corporation Officers and Partners

Corporation name: Somers Sanitation LLC

INSTRUCTIONS: This form must be completed for all permits, registrations operated and/or owned by private corporations or partnerships. One form must be completed for each corporation or partnership involved in the operation or ownership of the facility. This form must be completed and submitted every five years or each time there is a change in officers or partners.

NAME	TITLE	PERMANENT MAILING ADDRESS	EMAIL ADDRESS
Dan Mayo	Chief Executive Officer	90 Arboretum Drive #300 Portsmouth, New Hampshire 03801	dmayo@win-waste.com
Marieke Curley	Chief Operations Officer	90 Arboretum Drive #300 Portsmouth, New Hampshire 03801	mcurley@win-waste.com
Pamela Hobbs	Chief Human Resources Officer	90 Arboretum Drive #300 Portsmouth, New Hampshire 03801	phobbs@win-waste.com
Michael F. O'Friel	Senior Vice President & General Counsel	90 Arboretum Drive #300 Portsmouth, New Hampshire 03801	mofriel@win-waste.com
Doug Wilson	Chief Financial Office	90 Arboretum Drive #300 Portsmouth, New Hampshire 03801	dwilson@win-waste.com

Date Completed \_\_\_\_\_ Name of Preparer \_\_\_\_\_

Telephone Number \_\_\_\_\_ Signature \_\_\_\_\_

**Attach additional sheets to continue listings if necessary.**

### Summary Origin Activity Report

January 01, 2023 to December 31, 2023

All Facilities

Specific Origin(s) : WACCABUC,CROSS RIVER,GOLDENS BRIDGE,LEWISBORO,SOUTH SALEM

Origin	Weight		Volume		Count		Billing Qty
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	
<b>WACCABUC</b>							
MSW	334.49	0.00 TN	0.00	0.00 YD	0.00	0.00	334.49 TN
C&D	59.69	0.00 TN	0.00	0.00 YD	0.00	0.00	59.69 TN
DUAL STREAM PAPER	1.82	0.00 TN	0.00	0.00 YD	0.00	0.00	1.82 TN
SINGLE STREAM RECYCLING	153.65	0.00 TN	0.00	0.00 YD	0.00	0.00	153.65 TN
Origin Totals:	549.65	0.00 TN	0.00	0.00 YD	0.00	0.00	549.65 TN
<b>CROSS RIVER</b>							
MSW	316.69	0.00 TN	0.00	0.00 YD	0.00	0.00	316.69 TN
C&D	115.96	0.00 TN	0.00	0.00 YD	0.00	0.00	115.96 TN
SINGLE STREAM RECYCLING	179.95	0.00 TN	0.00	0.00 YD	0.00	0.00	179.95 TN
Origin Totals:	612.60	0.00 TN	0.00	0.00 YD	0.00	0.00	612.60 TN
<b>GOLDENS BRIDGE</b>							
MSW	222.95	0.00 TN	0.00	0.00 YD	0.00	0.00	222.95 TN
C&D	79.11	0.00 TN	0.00	0.00 YD	0.00	0.00	79.11 TN
SINGLE STREAM RECYCLING	118.64	0.00 TN	0.00	0.00 YD	0.00	0.00	118.64 TN
Origin Totals:	420.70	0.00 TN	0.00	0.00 YD	0.00	0.00	420.70 TN
<b>LEWISBORO</b>							
MSW	701.47	0.00 TN	0.00	0.00 YD	0.00	0.00	701.47 TN
SINGLE STREAM RECYCLING	354.00	0.00 TN	0.00	0.00 YD	0.00	0.00	354.00 TN
Origin Totals:	1,055.47	0.00 TN	0.00	0.00 YD	0.00	0.00	1,055.47 TN
<b>SOUTH SALEM</b>							
MSW	703.44	0.00 TN	0.00	0.00 YD	0.00	0.00	703.44 TN
C&D	200.67	0.00 TN	0.00	0.00 YD	0.00	0.00	200.67 TN
SINGLE STREAM RECYCLING	235.61	0.00 TN	0.00	0.00 YD	0.00	0.00	235.61 TN
Origin Totals:	1,139.72	0.00 TN	0.00	0.00 YD	0.00	0.00	1,139.72 TN
	3,778.14	0.00 TN	0.00	0.00 YD	0.00	0.00	3,778.14 TN

All Ticket Types  
History and Waiting

### Summary Origin Activity Report

January 01, 2023 to December 31, 2023

All Facilities

Specific Origin(s) : WACCABUC,CROSS RIVER,GOLDENS BRIDGE,LEWISBORO,SOUTH SALEM

#### Material Summary

	Weight		Volume			Count		Billing Qty
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound		
Facility: WIN Waste Innovations at Somers								
Intercompany								
MSW	2,279.04	0.00 TN	0.00	0.00 YD	0.00	0.00	0.00	2,279.04 TN
C&D	455.43	0.00 TN	0.00	0.00 YD	0.00	0.00	0.00	455.43 TN
DUAL STREAM PAPER	1.82	0.00 TN	0.00	0.00 YD	0.00	0.00	0.00	1.82 TN
SINGLE STREAM RECYCLING	1,041.85	0.00 TN	0.00	0.00 YD	0.00	0.00	0.00	1,041.85 TN

**TOWN OF LEWISBORO**  
Westchester County, New York



Planning Board  
79 Bouton Road  
South Salem, New York 10590

Tel: (914) 763-5592  
Fax: (914) 763-3637  
Email: [planning@lewisborogov.com](mailto:planning@lewisborogov.com)

**TO: Town of Lewisboro Town Board**

**FROM: Janet Andersen – Chair, Town of Lewisboro Planning Board**

**SUBJECT: Cal #02-20PB**  
**Mandia Apartments**  
**65 Old Bedford Road, Goldens Bridge, NY**  
**Sheet 4A, Block 11112, Lot 2**  
**Final Release of Performance Bond**

**DATE: March 20, 2024**

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Whereas, the Planning Board has received a written request from 65 Old Bedford Road, LLC (see attached correspondence dated February 28, 2024) for the final release of \$4,635.10 of a previously posted \$46,351.00 performance security held by the Town guaranteeing completion of infrastructure associated with the above-referenced project; and

Whereas, the Planning Board, upon approval of the Town Board, may close the performance security following due notice and a public hearing;

It is therefore hereby resolved, that the Town Board be notified that the Planning Board seeks approval authorizing it to consider and act upon the requested bond reduction; and

It is further resolved, that, in anticipation of Town Board approval and authorization, the bond reduction request be tentatively placed on the Planning Board's April 16, 2024 agenda for public hearing.

Very truly yours,

Janet Andersen  
Planning Board Chair

## Ciorsdan Conran

---

**From:** Bruce Mandia <~~bxjxx75@gmail.com~~>  
**Sent:** Wednesday, February 28, 2024 9:48 AM  
**To:** Ciorsdan Conran  
**Cc:** katharine mandia  
**Subject:** Re: 65 Old Bedford Rd  
**Attachments:** Mandia PB Res cert 022823.pdf

Hello Ciorsdan,

I hope you have been well.

I am writing to request the release of the remaining 10% of the performance bond in the amount of \$4,635.10 regarding the above captioned property. The release of the bond was authorized at the Planning Board meeting of February 28, 2023. The C/O was issued on November 17, 2022.

Thank you for all your help!

Very truly yours,

Bruce Mandia

Sent from my iPhone

> On Mar 1, 2023, at 1:48 PM, Ciorsdan Conran <Planning@lewisborogov.onmicrosoft.com> wrote:

>

> Hi Bruce -

>

> Attached please find the Resolution from last night's Planning Board meeting.

>

> A hard copy will be US mailed to you or hand delivered when you return the public hearing sign.

>

> Ciorsdan

>

>

>

> Ciorsdan Conran

> Town of Lewisboro

> Planning Board Administrator

> email: Planning@lewisborogov.com

> tel # 914-763-5592, fax # 914-875-9148

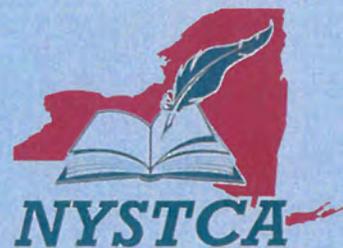
> mailing address: 79 Bouton Road, South Salem, NY 10590 physical address: 79 Bouton Road, South Salem, NY 10590

Typical hours: 9:00 a.m. - 4:30 p.m.

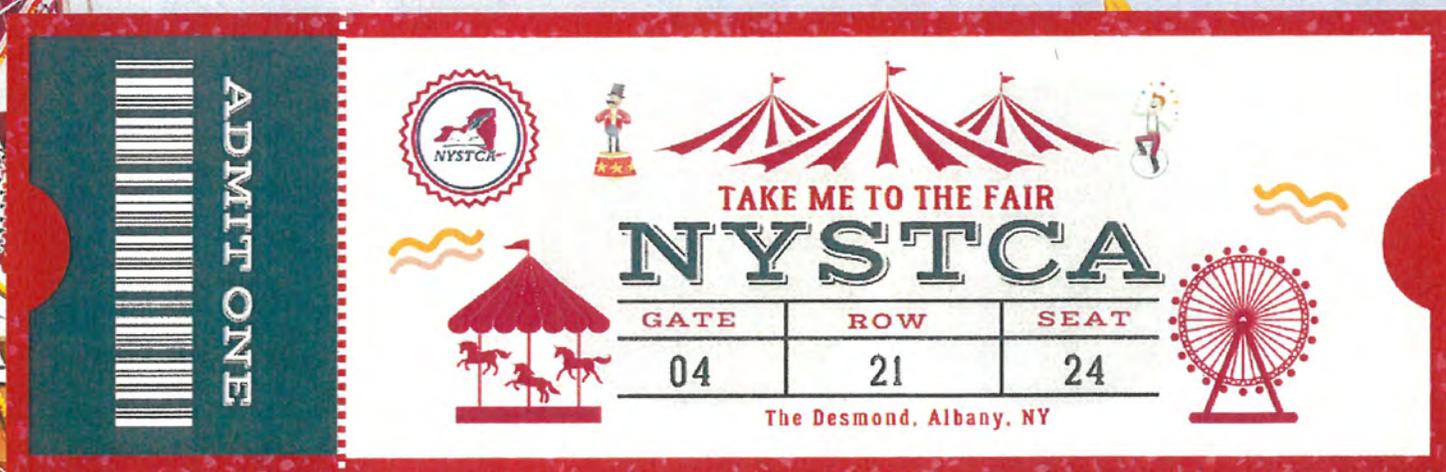
>

>

42nd Annual  
New York State  
Town Clerks Conference  
April 21 - 24, 2024  
Crowne Plaza, The Desmond - Albany



“ Ticket to Learn ”



Registration is Open  
Register by: April 15, 2024

SHAKE UPS

# Your Ticket to Learn is Waiting!

Dear Fellow Town Clerks:

I am pleased to present your "ticket" to our 2024 Annual New York State Town Clerks Association Conference to be held at the Crowne Plaza, Albany, April 21 – 24, 2024. Your NYSTCA officers and directors have worked hard together to bring this offering to you. Our Annual Conference is the only conference designed specifically for the education and professional development of Town Clerks and their Deputy(s) with a goal of helping you be the best New York State Town Clerk you can be. We want you to have the most up-to-date information and be well equipped in your daily tasks.



There will be sessions with State agencies we deal with frequently, topical speakers during breakout sessions, vendor specialty classes, and one-of-a-kind offerings. There will be classes for new clerks as well as seasoned clerks – something for everyone. When you arrive on Sunday look for our T-shirt crew! They will be available every day to help with any questions you may have. Learn more about the crew on Page 9.

Sunday's offerings include:

- An Athenian Dialogue facilitated by Susan Haag. Join the discussion with Roseann Sdioa, author of the book "Perfect Strangers".
- Notary Class – thinking of taking the Notary Public test? This is a fantastic opportunity to prepare for the test.
- Vendor Blender – Meet the vendors and learn about the products and services which can make our jobs easier.
- Welcome First Time Attendees – First time at conference? Attend this class and find out what to expect!

Sunday night's "Let's go the Fair" themed mixer is the perfect opportunity to make new friends, reconnect with old friends, relax and have some fun before moving into two and a half days of excellent education.

Your education committee has switched up the itinerary and did a great job of offering a variety of classes for new as well as seasoned clerks as you'll see on the schedule included in this packet.

If you would rather not go out for dinner on your own Monday night, join us at the hotel for "Trivial Trivia" and a pub-style dinner buffet. Tuesday night's banquet may include a Town Clerk of the Year announcement – did you make a nomination?

In need of a scholarship to help cover the cost of conference? We have some to award!

Please take time to review this booklet and learn more about what our 2024 conference offers. Included is the NYSTCA Registration Form and the Hotel Registration Form for the Crowne Plaza. You can choose to register online or by mail. *Please note the specific instructions on each form.*

Don't miss this opportunity to sharpen your Town Clerk skills and knowledge. Networking is a valuable benefit of this wonderful organization and you are sure to widen your network at conference.

Feel free to contact me if you have any questions. I look forward to seeing you in Albany!

Take good care,

A handwritten signature in black ink that reads "Bambi L. Avery". The signature is written in a cursive, flowing style.

Bambi L. Avery, RMC, MMC  
NYSTCA President

# Conference At A Glance

**Athenian Dialogue** – Sunday 10:00 A.M. to 4:00 P.M.  
*Perfect Strangers* – Roseann Sdoia – Pg. 11

**Vendor Area** – The vendor area officially opens Sunday afternoon at 3:00 P.M. with a Vendor Blender. Vendors will be available during conference through Tuesday at 4:00 P.M.– Pg. 6

**First Time Attendee** – Orientation Class Sunday at 3:30 P.M. – Pg. 10

**Notary Prep Class** – Sunday at 1:30 P.M. – Pg. 6

**Sunday Night Mixer** – Kick off NYSTCA's 42nd Annual Conference with an evening of festivities. The 2024 Mixer theme is "Take Me To the Fair" – Pg. 4

**Opening Ceremony & Annual Meeting** – Monday at 8:30 A.M.

**Monday Night Event** – Trivia Night! – Pg. 8.

**County Association Lunch** – Tuesday at 12:00 P.M.

**Annual Reception, Banquet, & After Party** – Tuesday Evening. The Annual Reception starts at 6:00 PM followed by Dinner at 7:00 P.M. Get your County Association photograph taken along with candid shots. The night would not be complete without dancing the night away at the after party!

**Executive Committee Meeting** – All Officers and District Directors will gather for the conference wrap up meeting on Wednesday after lunch.

## Registration

NYSTCA Clerks, Deputies, Guests  
Registration Fee

Members..... \$125

One Day Registration..... \$90

Non-Member..... \$225

Registration Deadline  
April 15, 2024

On-line Registration at  
[www.NYSTCA.Com](http://www.NYSTCA.Com), click  
the "[NYSTCA 2024 Annual  
Conference](#)" link on the home  
page or look under the "Continuing  
Education" tab.

OR

You can complete the conference  
registration form and  
mail with your check payable to  
"NYSTCA" and mail to :

Patricia Kalba,  
Registration Chair,  
335 Route 202,  
Somers, NY 10589.

Registration forms will not be  
accepted without payment. A  
confirmation email will be mailed  
to you when your registration is  
received.

## ACCOMMODATIONS

Crowne Plaza, The Desmond  
660 Albany Shaker Road  
Albany, NY 12211  
(518) 869-8100

# 42nd Annual Conference

## Sunday Night Mixer

Kick off NYSTCA's 42nd Annual Conference with an evening of festivities. The Sunday night "Take Me To the Fair" Mixer promises a lively blend of networking and country-themed enjoyment. Make sure to bring your dancing shoes for an evening filled with fun and connection.

## Fun Time Auction

All proceeds benefit the scholarship fund. Please consider donating to the Fun Time Auction at the 2024 NYSTCA Conference. Don't forget to be creative! Some ideas are: filling a basket with items from your town or region, a lottery ticket tree or board, or you can go with a theme - like a car care or a beach day basket. Maybe your County Association would like to create a basket. It is always fun to see what clerk minds can think of!

Some things to consider when donating:

- All items should be new
- Consider the size of your donation. Some clerks have limited room to transport items especially if they are flying into the conference, ride sharing, or transporting supplies

So many clerks do a wonderful job thinking outside of the box and we cannot wait to see the fun and creative options we have this year!

## Souvenir Shop



The 2024 NYSTCA Souvenir Shop will have some great new items. We will have new cardigans, baseball T-shirts, hats, and a new travel mug. We have plenty of past favorites for you to choose from too! Stop by the shop to check out all the great items.

We accept cash, check, and credit cards for your convenience.

# Education

Please join us for an exciting conference this year as we change things up a little bit! A full tentative schedule is available on the [Conference Page](#) of the website.

## Sunday, 4/21

- Athenian Dialogue
- Notary Class
- Welcome New Clerks



## Monday, 4/22

- Banner Parade & Opening Ceremonies
- AOT General Session Updates and Highlights
- Keynote speaker

### **Keynote Speaker - Roseann Sdoia Materia**

In 2013, Roseann Sdoia Materia, became a Boston Marathon Survivor, losing her right leg above the knee. This life changing event has redirected her journey from vice president of a real estate development company to a motivational speaker and published author of the book "Perfect Strangers". Today, she is making great strides in assisting others who have faced life altering trauma. Sharing her powerful, personal story of resiliency, she hopes to help others discover their own unstoppable strength. Roseann's mantra that "life is only as positive as you make it," serves as the foundation for redefining one's own mindset in achieving every personal and professional goal. Ultimately living a happier, richer and more fulfilling life.

## Tuesday, 4/23

Choose from the following break-out sessions:

- Special Elections, Cyber Threat Resilience, NYS Retirement or Fraud Prevention and Detection
- Clerk Minutes, NYS DEC, NYS DOS, Division of Cemeteries, or Hybrid Meetings/Live Streaming
- Clerk Basics, Cyber Security Awareness, FOIL, or NYS Assessor's Association
- Sexual Harassment Training/De-Escalation Techniques, NYS Archives, Resolutions/Motions/Local Laws or Required Reporting to the State Comptroller

## Wednesday, 4/24

- General Session NYS DOH Birth, Death and Marriages with Gary Martinez

## Association of Towns Certified Town Official Program

The Association of Towns of the State of New York sponsors a certificate program for town officials. The Certified Town Official (CTO) program assures

recipients will have comprehensive education that encompasses every office at the Town level. A number of classes offered at Conference will be eligible to be used toward the CTO designation. Be sure to check the conference program for eligible classes.



## Vendor Area One Stop Shopping !

Are you looking to purchase a solution for your office and you don't know where to start? Look no further. The Vendor Area at the 2024 Annual Conference is your place for one stop shopping. You will have a chance to see the latest products

and solutions just for town clerks ! Make sure you make time to attend the **2024 VENDOR BLENDER on Sunday April 21st from 3:00 P.M. to 5:00 P.M.**

Vendors have partnered with NYSTCA to give away prizes and enjoy some light refreshments too!



## Notary Public Instructional Class to Get Started!

If you have ever considered becoming a Notary Public the Annual Conference is the perfect time to start the process.

Alfred Piombino will conduct an instructional class on Sunday April 21, 2024 from 1:30 P.M. to 4:00 P.M., focusing on the informational

test taking skills needed to pass the State exam and become a Notary Public. Mr. Piombino's latest Notary Public handbook will be distributed and used as a teaching aid. A fee of \$65.00 covers the cost of the Sunday afternoon class and the handbook. Pre-registration is required for this class .

Sign up on your conference registration sheet.



**SCHOLARSHIPS ARE AVAILABLE!**  
**42nd Annual Conference**

**DEADLINE EXTENDED**

**Apply by March 29, 2024**

**Full & Partial Scholarships Available**

What better way to show your Town that you value training and education than going to the extra effort of applying for a scholarship. 4-\$450 scholarships / 7-\$250 General Code scholarships and one (1) \*Margaret Lamoree- Full scholarship (Registration+ a double occupancy room), are available.

Please take a chance and apply, it will show your Town Board you are striving for professionalism and the best for your town. Find the Application in the next edition of NYSTCA News and on the [NYSTCA website](http://www.nystca.com). Any Questions call 716-358-9701 & ask for Gretchen.

**\*\*DEADLINE EXTENDED\*\***

# SCHOLARSHIP APPLICATIONS

2024 NYSTCA ANNUAL CONFERENCE - ALBANY, NY

APPLY BY 3/29/24

WWW.NYSTCA.COM/2024/SCHOLARSHIPS

## Working on your RMC?

**Have all your points and education credits?**

**Submit your application or renewal today and receive your certificate at conference!**

RMC Benefits...

- Elevate skill levels of Clerks
- Promote the professional image of Town Clerks
- Enhance performance and status of Clerks
- Enable Clerks to make their skills more marketable
- Promote the formation of a professional identity
- Ensure the public that RMC's are required to possess a level of competence and continue their education to maintain their designation

**Full attendance at the 2024 Conference will earn you 12 RMC points!**

For more information contact RMC Chair, Eve Fisher, at 607-936-3652 or email [erwinclerk@erwinny.org](mailto:erwinclerk@erwinny.org)



## Get ready and gear up for our Monday Night Trivia hosted by local guru, Jake Hill!

Happening right on site at the Desmond, Jake will be looking to see just how much useless, but important, knowledge you actually have stored upstairs!

### Will you hit the buzzer for:

- In what Country did the first Starbucks open outside of North America?
- Which is the highest -grossing R-rated film in North America?
- In a website browser address bar, what does 'www' stand for?
- What is the oldest soft drink in America?
- This singer is famously called the 'Material Girl.'
- Which company's slogan is 'You're in good hands?'
- What is the national sport of Canada?



Working as a team, each table will come up with a 'Team Name' and will rack up points to win some awesome prizes! Your team might even take home the Winner Trophy! Pick your team ahead of time or wait until you get there. Either way, join us for a night of fun and laughing as you try to bring home the gold!

**PRE-REGISTRATION IS REQUIRED.** See conference registration sheet to register. \$50.00 includes pub inspired buffet

Direct questions to Julie Gansle at [ganskj@colonie.org](mailto:ganskj@colonie.org) or Brenda Howe at [bhowe@townofmiltonny.org](mailto:bhowe@townofmiltonny.org)



# STEP RIGHT UP CLERKS!

Are you a new clerk or attending the  
NYSTCA Conference for the first time?  
Don't Worry! We've got you covered!

We have a great orientation session planned for you on Sunday afternoon. Navigate through the Livestock Barns to a guaranteed FUN session with your fellow clerks, NYSTCA Officers, and District Directors.

This session will give you an introduction to your clerk family, the NYSTCA website, the New Clerk Toolbox, and the Facebook page. You will have the opportunity to connect with your District Director(s) who can answer all your questions or point you in the right direction. We will have something special for you and networking activities to participate in. We have a ton of helpful information to share, so step right up to see what the conference has to offer. Don't miss out on the magic of the midway and register today!



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perma.org | solutions@perma.org | (518) 220-1111



**NYSTCA takes learning one step further!  
Our Motivational Speaker will be joining the  
Athenian Dialogue to discuss her book.**



**DON'T MISS OUT!**



As Roseann Sdoia waited to watch her friend cross the finish line of the Boston Marathon in 2013, she had no idea her life was about to change—that in a matter of minutes she would look up from the sidewalk, burned and deaf, staring at her detached foot, screaming for help amid the smoke and blood.

In the chaos of the minutes that followed, three people would enter Roseann's life and change it forever. The first was Shores Salter, a college student who, when the bomb went off, instinctively ran into the smoke while his friends ran away. He found Roseann lying on the sidewalk and using a belt as a tourniquet, literally saved her life that day. Then, Boston police officer, Shana Cottone, arrived on the scene and began screaming desperately at passing ambulances, all full, before finally commandeering an empty paddy wagon. Just then a giant appeared, in the form of Boston firefighter, Mike Materia, who carefully lifted her into the fetid paddy wagon. He climbed in and held her burned hand all the way to the hospital. Since that day, he hasn't left her side.

Roseann will be helping us kick off conference with her profound story as our General Session speaker. This year you have the amazing opportunity to learn even more and join your colleagues for an intimate conversation with Roseann Sdoia, 2013 Boston Marathon bombing survivor and author of "Perfect Strangers". Sign up for our 2024 Conference Athenian Dialogue on the conference registration form.

## **ATHENIAN DIALOGUE**

**Susan Haag, Facilitator**

**SUNDAY, APRIL 21, 2024**

**10:00-4:30 P.M.**

**Cost to participate: \$50.00 (includes lunch)**

**See Conference Registration Form**

Roseann will be joining the dialogue, giving first hand intimate details of her journey of recovery, choosing joy and human connection over anger and resentment and most of all, finding an enduring love that grew out of the tragedy of Boston's worst day. Chat with us, learning how three Perfect Strangers stepped up under extraordinary circumstances and decided to make a difference; take the lead instead of watching from the sidelines. Learn what it took to move forward from a devastating situation and begin a new life.

# 2024 Highway School Registration Form

June 3 - 5, 2024  
Ithaca College, Ithaca, NY



Attendees may also register online at [www.nytowns.org](http://www.nytowns.org)

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Town \_\_\_\_\_ Village \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State Agency \_\_\_\_\_

Other: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Is this your first time attending Highway School?

Have you received an award certificate for 20-years (or more) of Highway School attendance? (If yes, registration fee is waived)

Early registration fee on or before May 17: \$125.00

Attendees registering after May 17: must register on-site at a fee rate of \$165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a \$10.00 processing fee.  
No refunds will be given after the 10 day cancellation deadline.

Check in and on-site registration will be available Sunday, June 2 from 3 - 5 p.m.

Contact Executive Meeting Coordinator Patty Kebea with any questions at 518-465-7933

Send forms to [pkebea@nytowns.org](mailto:pkebea@nytowns.org) or

Association of Towns  
150 State Street  
Albany, New York 12207

# 2024 Highway School Registration & Conference Information

June 3 - 5, 2024  
Ithaca College

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Sponsored by The Association of Towns of the State of New York  
&  
The NYS LTAP Center - Cornell Local Roads Program

## Registration

Early registration fee on or before May 17: \$125.00. After May 17 attendees must register on-site at a fee rate of \$165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a \$10.00 processing fee.  
No refunds will be given after the 10 day cancellation deadline.

Registration forms and checks made payable to the Association of Towns can be mailed to:  
Association of Towns, 150 State Street, Albany, New York 12207

Attendees can also register online and pay at [www.nytowns.org](http://www.nytowns.org). Online registrants will receive an email confirmation following payment acceptance. Only Visa and Mastercard are accepted.

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 2 in the Glazer Arena of the Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 3 at 8 a.m.

## 2024 Highway School Topics

Legal Panel  
Budget, Inflation, & Purchase Lead Time  
Highway Materials  
CDL Training  
Electric Vehicles  
Signs and Markings  
A Year in the Life of a Highway Superintendent  
Reasonable Suspicion

## Conference Information

- **Meals:** Lunch will be provided at the conference on Monday and Tuesday.
- **Parking:** Parking is available on the Ithaca College Campus. However, if you require handicapped parking, please bring your own handicapped parking permit. There are a limited number of handicapped spaces available.
- **Expenses:** Actual and necessary expenses incurred while attending Highway School, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).
- **Credits For Attendance:** Attendees will automatically receive three credits in the highway category of the Association of Town's Certified Town Official Program. Attendees enrolled in the NYS LTAP Center - Cornell Local Roads Road Master Program will also receive credit towards Road Master levels III and IV when they earn their 5 or 10 year attendance award.

Contact Patty Kebea, Executive Meeting Coordinator, at the Association of Towns with questions at (518) 465-7933.

Stay up to date with current information about the Highway School on the web at:

Association of Towns - [www.nytowns.org](http://www.nytowns.org)

NYS LTAP Center - Cornell Local Roads Program - [www.nysltap.org](http://www.nysltap.org)

**Town of Lewisboro, Westchester County  
(Oscleta Culvert Project)**

**RESOLUTION NUMBER: 040824**

**Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.**

WHEREAS, a project for the T/O Lewisboro: Oscleta Road Culvert Replacement - Town of Lewisboro, Westchester County, P.I.N. 8763.27 (the "Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ratio of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the Town of Lewisboro will design, let, and administer all phases of the Project.

WHEREAS, the Town of Lewisboro desires to advance the Project by making a commitment of 100% of the costs of preliminary design, detailed design, construction, and construction inspection work for the Project or portions thereof.

NOW, THEREFORE, the Town Board, duly convened does hereby

RESOLVE, that the Town Board hereby approves the Project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of Lewisboro to pay 100% of the cost of preliminary design, detailed design, construction, and construction inspection work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of \$1,425,627 is hereby appropriated from the Town of Lewisboro reserve funds and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the Town Board hereby agrees that the Town of Lewisboro shall be responsible for all costs of the project, including costs that exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Town of Lewisboro and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the Town of Lewisboro Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Town Comptroller thereof, and it is further

RESOLVED, that the Town of Lewisboro hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Town of Lewisboro Supervisor be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Town of Lewisboro in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs, and it is further

RESOLVED, that the Town of Lewisboro will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

I, Janet L. Donohue, Clerk of Town of Lewisboro, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Town Board at a meeting duly called and held at the Town House, 11 Main Street, South Salem, NY on March 11, 2024 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of Westchester County, New York, this 8<sup>th</sup> day of April, 2024.

Janet Donohue  
Clerk, Town of Lewisboro

MUNICIPALITY/SPONSOR: **Town of Lewisboro**

PROJECT ID NUMBER: **8763.27**

PHASE: PER SCHEDULES A

## BridgeNY Culvert Local Project Agreement

CONTRACT NO. \_\_\_\_\_

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the **Town of Lewisboro** (the "Municipality/Sponsor") with its office at **PO Box 500, 11 Main Street, South Salem, NY 10590.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **PIN 8763.27, T/O Lewisboro: Oscaleta Road Culvert Replacement - Westchester County, Town of Lewisboro, Westchester County** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No.\_\_\_\_\_, adopted at meeting held on \_\_\_\_\_, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the \_\_\_\_\_ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

**12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.**

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

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15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us).

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at [www.dot.ny.gov/main/business-center/civil-rights/](http://www.dot.ny.gov/main/business-center/civil-rights/).

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15<sup>th</sup> day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: [www.dot.ny.gov/dotapp/ebo](http://www.dot.ny.gov/dotapp/ebo).

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

[www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us](http://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us)

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at [www.dot.ny.gov/programs/smart-planning/smartgrowth-law](http://www.dot.ny.gov/programs/smart-planning/smartgrowth-law).

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **Orietta Trocard, P.E.**

Title: **Regional Local Projects Liaison**

Address: **4 Burnett Boulevard, Poughkeepsie, NY 12603**

Telephone Number: **845-431-5811**

Facsimile Number: **845-431-5988**

E-Mail Address: **orietta.trocard@dot.ny.gov**

**Municipality/Sponsor Town of Lewisboro**

Name: **Tony Goncalves**

Title: **Town Supervisor**

Address: **PO Box 500, 11 Main Street, South Salem, NY 10590**

Telephone Number: **914-763-3151**

Facsimile Number: **914-763-3398**

E-Mail Address: **supervisor@lewisborogov.com**

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**NYSDOT/State-Local Agreement – Schedule A    PIN 8763.27**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
<b>Total FEDERAL Cost</b>	<b>Total STATE Cost</b>	<b>Total LOCAL Cost</b>	<b>Total ALL SOURCES Cost</b>
\$ 0.00	\$1,426,627.00	\$ 0.00	\$1,426,627.00
			<b>Total FEDERAL Cost</b>
			\$ 0.00
			<b>Total STATE Cost</b>
			\$1,426,627.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$1,426,627.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Danielle Rispoli</u> Phone No: <u>845-431-5724</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**Footnotes (FN):** (See [LPB's](#) SharePoint for link to sample footnotes)

- Project description continued: This project will replace the culvert that carries Oscaleta Road over Lake Oscaleta and Lake Waccabuc with an open bottom concrete box culvert. The work will take place in the Town of Lewisboro in Westchester County.
- This is a Bridge NY Culvert project with a capped amount of \$1,426,627.00. Funding may be applied to all phases of the project.
- \*\*This is a 2022 Bridge NY project and State funding is designated "Bonded PIT Bond" and represents 100% of the State funds
- XX.301 represents \$119,599.50 in Preliminary Design, \$119,599.50 in Detailed Design, \$1,042,909.00 in Construction, and \$143,519.00 in Construction Inspection.
- This Schedule A adds the Preliminary Design, Detailed Design, Construction, and Construction Inspection phase and funds.
- Project must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.
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- PIN 8763.27 3/04/2024 DR

## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u></b>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u></b>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **B. Right-of-Way (ROW) Acquisition**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

## **APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# APPENDIX B

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, \_\_\_\_\_, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

\_\_\_\_\_  
(Insert project/service description)

#### **M/WBE/SDVOB**

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

#### **EEO**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

## APPENDIX B

\_\_\_\_\_ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # \_\_\_\_\_) are provided below.

### STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	16.00%	18.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	19.00%	7.00%	6.00%
CN: Construction	5.00%	12.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	15.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY21-22 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

**Pre-Advertisement:** As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

## APPENDIX B

**Pre-Award:** If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

**Post Award:** If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

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

VIA EMAIL: [supervisor@lewisborogov.com](mailto:supervisor@lewisborogov.com)



April \_\_, 2024

Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019-6022  
United States

Mr. Tony Goncalves  
Supervisor  
Town of Lewisboro  
Town House – 11 Main Street  
P.O. Box 500  
South Salem, NY 10590

**Uyen Poh**  
**Partner**  
Direct line +1 212 318 3158  
[uyen.poh@nortonrosefulbright.com](mailto:uyen.poh@nortonrosefulbright.com)

Tel +1 212 318 3000  
Fax +1 212 318 3400  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

Re: Town of Lewisboro, Westchester County, New York  
\$40,000,000 Bonds for Construction of Waste Water Treatment Plant  
Contingent on Completion of Proceedings under Articles 12, 12-A or 12-C of the  
Town Law

Dear Supervisor:

Enclosed is a form of a bond resolution for adoption by the affirmative vote of four of the five council members of the Town Board.

No obligations may be issued until the Town completes proceedings under Articles 12, 12-A or 12-C of the Town Law, and has determined, after a public hearing held thereunder, that the undertaking of the improvements contemplated herein is in the public interest. No expenditure for the aforesaid class of objects or purposes may be made unless the State Comptroller has consented thereto if required by the Town Law. Further, the project may not be undertaken until compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed.

When available please email a copy of the bond resolution to [uyen.poh@nortonrosefulbright.com](mailto:uyen.poh@nortonrosefulbright.com) and [judy.velez@nortonrosefulbright.com](mailto:judy.velez@nortonrosefulbright.com):

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

Very truly yours,

Uyen Y. Poh  
Enclosure

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the Town House, 11 Main Street, in South Salem, New York, in said Town, on April 8, 2024, at 7:30 P.M., Eastern Time.

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

PRESENT:

ABSENT:

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

BOND RESOLUTION DATED APRIL 8, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$40,000,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY COSTS OF THE CONSTRUCTION OF A NEW SEWER SYSTEM AND WASTE WATER TREATMENT PLANT, IN AND FOR SAID TOWN.

WHEREAS, the Town wishes to apply for a grant from the New York State Environmental Facilities Corporation for the construction of a new sewer system and waste water treatment plant to benefit certain properties around Lake Waccabuc, Lake Rippowam, Lake Oscaleta, and Truesdale Lake, which is described in a Memorandum dated June 8, 2023 from Woodard & Curran Engineering and Geological Services P.A. P.C. (the "Woodard & Curran Report");

WHEREAS, the Woodard & Curran Report estimates that the cost of the project is \$40,000,000 and the Town expects to pay for such project by applying for or obtaining the following funding sources: (i) \$10,000,000 from Westchester County settlement funds for NYC DEP violation of Clean Water Act, (ii) \$12,500,000 from 2017 DEC Contract, (iii) \$10,000,000 Water Quality Improvement Program (WQIP) grant from Westchester County, and (iv) \$7,500,000 Water Infrastructure Improvement (WIIA) grant from New York State Environmental Facilities Corporation;

WHEREAS, upon securing the various sources of funding described above or finding other sources or funding, the Town expects to form a new sewer district in connection with such project and complete proceedings as required under Articles 12, 12-A or 12-C of the Town Law;

NOW, THEREFORE, BE IT

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

Section 1. For the class of objects or purposes of paying for costs of the construction of a new sewer system and waste water treatment plant, in said Town, and related and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$40,000,000 bonds of said Town pursuant to the provisions of the Local Finance Law. **No obligations authorized hereby shall be issued until the Town shall complete proceedings**

**under Articles 12, 12-A or 12-C of the Town Law, and shall have determined, after a public hearing held thereunder, that the undertaking of the improvements contemplated hereby is in the public interest. No expenditure for the aforesaid class of objects or purposes shall be made unless the State Comptroller has consented thereto if required by the Town Law. Further, the project shall not be undertaken until compliance with the provisions of the State Environmental Quality Review Act, to the extent required, have been performed.**

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$40,000,000 and that the plan for the financing thereof is by the issuance of the \$40,000,000 bonds of said Town authorized to be issued pursuant to this bond resolution. If grant monies or other funds are received for the aforesaid class of objects or purposes, the same may be expended in lieu of the proceeds of obligations authorized hereunder, and the amount of the bonds to be issued shall be reduced accordingly. The aggregate amount to be expended for the aforesaid class of objects or purposes shall not exceed the estimated maximum cost thereof, as the same may be amended from time to time.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

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

Section 5. The faith and credit of said Town of Lewisboro, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such

obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land to be benefitted by said improvement in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

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

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

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Town Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of the Local Finance Law.

Section 9. The Town Supervisor is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State environmental

Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of this Town Supervisor.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Town Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

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

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

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

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

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This resolution, which takes effect immediately, shall be published in full in *The Lewisboro Ledger*, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on April 8, 2024, with the original thereof  
on file in my office, and that the same is a true and correct transcript therefrom and of the whole of  
said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to  
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the  
Public Officers Law.

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

Newspaper and/or other news media

Date given

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

Designated Location(s)  
of posted notice \_\_\_\_\_

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Town Clerk

VIA EMAIL: [Finance@lewisborogov.com](mailto:Finance@lewisborogov.com)

April 4, 2024

Ms. Nisha Singh  
Comptroller  
Town of Lewisboro  
11 Main Street  
P.O. Box 500  
South Salem, NY 10590

Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019-6022  
United States

**Uyen Poh**  
**Partner**  
Direct line +1 212 318 3158  
[uyen.poh@nortonrosefulbright.com](mailto:uyen.poh@nortonrosefulbright.com)

Tel +1 212 318 3000  
Fax +1 212 318 3400  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

Re: Town of Lewisboro, Westchester County, New York  
Construction, reconstruction or resurfacing of various Town highways, roads, and streets  
\$320,000 Bonds  
File No.: 1000362600.26 (235)

Dear Nisha:

In accordance with your request, we have prepared and enclose the following:

- (a) Form of bond resolution to pay the cost of construction, reconstruction or resurfacing of various Town highways, roads, and streets. This resolution requires the affirmative vote of at least four of the five members of the Town Board and is subject to permissive referendum.
- (b) Notice of adoption. This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution. The bond resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution. (The form of notice enclosed is for your use in submitting the notice to the printer and does not have to be returned to us).
- (c) Affidavit of posting, which must be posted on the Town Clerk's signboard within ten (10) of adoption of the resolution. The proceedings will be invalid if this posting is not timely.
- (d) Legal Notice of Estoppel. This should be published after the resolution becomes effective (30 days after the adoption date, assuming the notice of adoption was published in a timely manner).

When available please email the following documents to [uyen.poh@nortonrosefulbright.com](mailto:uyen.poh@nortonrosefulbright.com) and [judy.velez@nortonrosefulbright.com](mailto:judy.velez@nortonrosefulbright.com):

- (a) Certified copy of the bond resolution.
- (b) Originally signed Clerk's affidavit of posting of the notice of adoption.

Ms. Nisha Singh  
April 4, 2024  
Page 2

- (c) Original printer's affidavit of publication of the notice of adoption from the newspaper(s) in which the notice was published.
- (d) Original printer's affidavit of publication of the legal notice of estoppel from the newspaper(s) in which the notice was published.

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

Very truly yours,

Uyen Poh  
UP:jv  
Enclosures

At a regular meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, held at the South Salem Library, in South Salem, New York, in said Town, on April 8, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., Eastern Time.

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

PRESENT:

ABSENT:

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

BOND RESOLUTION DATED APRIL 8, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$320,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF CONSTRUCTION, RECONSTRUCTION OR RESURFACING OF VARIOUS TOWN HIGHWAYS, ROADS, AND STREETS, IN AND FOR SAID TOWN.

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

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

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

Section 1. For the purpose of paying the cost of construction, reconstruction or resurfacing of various Town highways, roads, and streets, in and for the Town, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued up to \$320,000 bonds of said Town pursuant to the provisions of the Local Finance Law

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$320,000, and the plan for the financing thereof shall be by the issuance of the \$320,000 bonds authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby further determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision twenty of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor,

the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

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

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

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

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

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

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

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

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

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

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

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

Section 11. Upon this resolution taking effect, the same shall be published in summary in \_\_\_\_\_, the official newspaper of the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 35.00 of the Local Finance Law.

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

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on April 8, 2024, with the original  
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the  
whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to  
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of  
the Public Officers Law.

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

Newspaper and/or Other News Media

Date Given

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

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Town Clerk

NOTE: THE NOTICE OF ADOPTION MUST BE PUBLISHED AND POSTED WITHIN **10 DAYS** OF THE ADOPTION OF THE BOND RESOLUTION OTHERWISE THE BOND RESOLUTION WILL NEED TO BE RE-ADOPTED



AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Lewisboro, Westchester County, New York, DEPOSE AND SAY:

That on \_\_\_\_\_, 2024, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a summary Notice of Adoption of a resolution adopted by the Town Board of said Town on April 8, 2024.

A true and correct copy of such Notice of Adoption is set forth below:

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Lewisboro, Westchester County, New York (the "Town"), at a meeting held on April 8, 2024, duly adopted the resolution summarized below, subject to a permissive referendum.

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

A summary of the bond resolution follows:

BOND RESOLUTION DATED APRIL 8, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$320,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF CONSTRUCTION, RECONSTRUCTION OR RESURFACING OF VARIOUS TOWN HIGHWAYS, ROADS, AND STREETS, IN AND FOR SAID TOWN.

The period of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision twenty of paragraph a of Section 11.00 of the Local Finance Law.

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

Dated: South Salem, New York  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Town Clerk

Sworn to before me on  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

NOTE: DO NOT PUBLISH THE LEGAL NOTICE OF ESTOPPEL UNTIL AFTER 30 DAYS FROM THE DATE OF THE ADOPTION OF THE BOND RESOLUTION) AND ONLY IF THE NOTICE OF ADOPTION WAS PUBLISHED AND POSTED WITHIN THE REQUIRED TIMEFRAME.

