



**AGENDA
TOWN OF LEWISBORO
TOWN BOARD MEETING
TOWN HOUSE
JULY 13, 2015
7:30 P.M.**

- I. PUBLIC COMMENT PERIOD**
- II. PUBLIC HEARING Regarding The Qualification Of “Taxpayer” As It Relates To
The Use Of Town Parks**
- III. PUBLIC HEARING Regarding Enabling The Town to Opt Into The Community
Choice Aggregation Program (CCA)**
- IV. CONSENT AGENDA**
 - 1. Approval Of Minutes June 15, 2015**
 - 2. Monthly Reports June 2015**
 - i. Building Department**
 - ii. Planning Board**
 - iii. Police Department**
- V. NEW BUSINESS**
 - 1. State Of The 2015 Town Budget – Comptroller Leo Masterson**
 - 2. Presentation by The Sustainability Committee on Current Status Of County
Plastic Bag and Styrofoam Legislation**
 - 3. Resolution Authorizing The Supervisor and Superintendent Of Parks & Rec
to Sign An Agreement With Sport Tech for Reconstruction Of The Town
Park Basketball Court**

- 4. Resolution Allowing Supervisor To Sign Authorization For Kellard Session To Proceed With Annual Inspection Of The Town's Stormwater Outfalls and Maintenance Of Town's Geographic Information Systems (GIS) Stormwater Drainage Data**
- 5. Resolution Authorizing The Supervisor to Sign The 2014 Memorandum Of Agreement Among The Towns Of Somers, Lewisboro, and North Salem with Regard to The Senior Citizen Nutrition Program**
- 6. Resolution Authorizing Supervisor to Sign 2015-2016 Bus Lease Agreement with The Katonah-Lewisboro School District**
- 7. Resolution Authorizing The Supervisor to Sign The Katonah-Lewisboro School District (KLSD) Salt Agreement**
- 8. Resolution Authorizing The Supervisor to Sign The Katonah-Lewisboro School District (KLSD) Facilities Use Agreement**
- 9. Resolution Authorizing The Supervisor to Sign The KLSD Intermunicipal Cooperation Agreement and Three-Party Indemnification Regarding The Michelle Estates Easement**
- 10. Resolution Authorizing Supervisor to Sign Consent to The Ground Lease Sublease and Leaseback With American Tower Corporation**

VI. OLD BUSINESS

- 1. Further Discussion Of Enlargement Of Multi-Family Zoning to Include All Non-Residential Areas**
- 2. "Pay As You Throw" Update – RFP For Waste Reduction Services**

**3. Presentation Of Highway Department's Five-Year Plan – Superintendent
Peter Ripperger**

VII. APPROVAL OF CLAIMS

VIII. POLLING OF BOARD

IX. ANNOUNCEMENTS

Town Board Meeting on Monday, July 27 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.

X. MOTION TO GO INTO EXECUTIVE SESSION

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

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

LOCAL LAW NUMBER __-2015 OF THE TOWN OF LEWISBORO

SECTION 1 -- TITLE

This Local Law shall be known as 2015 Amendments to Section 167-1 of Chapter 167: PARKS AND RECREATIONAL FACILITIES.

SECTION 2 -- ADOPTION

Now therefore be it enacted by the Town Board of the Town of Lewisboro Local Law __-2015 that this law shall take effect immediately upon its passage:

SECTION 3 – PARKS AND RECREATIONAL FACILITIES

Section 167-1 of Chapter 167, Parks and Recreational Facilities, is hereby amended as follows:

§167-1. Use of parks and recreational facilities.

Public recreational facilities (parks, playgrounds, pool, tennis courts and other designated Town-owned areas) are provided for the sole use and enjoyment of taxpayers of the Town of Lewisboro who pay more than fifty percent (50%) of their municipal taxes to the Town of Lewisboro, and members of the households and tenants of such taxpayers of the Town of Lewisboro, providing valid proof acceptable to the Parks and Recreation Department of lease through the permitted term, permit holders, and their duly sponsored guests, and residents. The use by others is expressly prohibited.

SECTION 4 – HOME RULE

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

SECTION 5 -- SEVERABILITY

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

SECTION 6 – EFFECTIVE DATE

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

Dated: _____, 2015

BY THE ORDER OF THE TOWN BOARD
OF THE TOWN OF LEWISBORO

JANET DONOHUE, TOWN CLERK

Superior

Monthly Report June 2015

Quantity	Bld Permit	Permit	CC/CO	RM	EQ
	Res Minor Work	\$ 4,170.00	\$ 1,600.00	\$ 52.00	\$ 550.00
	Res ADD	0.00	0.00	0.00	0.00
	Res Acc Str	4180.00	3880.00	6.00	100.00
	Res Alt	5410.00	4410.00	20.00	100.00
	Res New	0.00	0.00	0.00	0.00
	Res Renew	0.00	0.00	0.00	0.00
	Comm Alt/Add	0.00	0.00	0.00	0.00
	Comm Minor	0.00	0.00	0.00	0.00
	ZBA/ACARC	1425.00	0.00	16.00	0.00
	Other Permits	250.00	20.00	50.00	2.00
	220-76C	0.00	0.00	0.00	0.00
	Wetlands/EQ	750.00	900.00	0.00	300.00
	Civil Penalty	1880.00	0.00	0.00	0.00
	Copies	0.00	0.00	0.00	0.00
	Misc	0.00	0.00	0.00	0.00
Total		\$ 18,065.00	\$ 10,810.00	\$ 144.00	\$ 1,052.00

Total Receipts : \$ 30,071.00
Total Deposits: \$ 30,071.00

Bldg Insp: Paul Baud
Date: 6/29/15

Total: \$ 30,071.00

30071

Difference

<u>Res. MW</u>	<u>BP</u>	<u>CC</u>	<u>RM</u>	<u>EQ</u>		<u>Residential Add</u>	<u>BP</u>	<u>CO</u>	<u>RM</u>	<u>EQ</u>
Kowalski		200	100	2	0					
Eifert		140	40	2	0					
Waccabuc CC		130	30	2	0					
Waccabuc CC		130	30	2	0					
Basa		160	60	2	0					
Levine		110	20	2	0					
Weiler		140	40	2	0					
Batchelor		210	110	2	0					
Corelli		220	120	2	0					
Gressina		140	40	2	0					
Shearer		230	130	2	0					
Rago		110	30	2	50					
Christensen		150	50	2	50					
Hudson Bank		150	50	2	50	Column Total		0	0	0
Bakowski		160	60	2	0	Subtotal		0		
Simonsen		240	140	2	50	Comm. MW	BP	CO	RM	EQ
Schabacker		140	40	2	50					
Brady		130	30	2	50					
Marques		180	80	2	50					
Shevitz		150	50	2	50					
Canon		120	20	2	0	Column Total		0	0	0
Percoco		190	90	2	0	Subtotal		0		
Wein		200	100	2	0	Res. Alt	BP	CO	RM	EQ
Downs		160	60	2	50	Casa		150	50	2
Carlson		140	40	2	50	Percoco		500	400	2
Klessen		140	40	2	50	Bernstein		300	200	2
						Schiciano		350	250	2
						Smith		900	800	2
						Grossbarth		220	120	2
						Rosen		140	40	2
						Antzis		2100	2000	2
						Forsberg		550	450	2
						Possenti		200	100	2
						Column Total		5410	4410	20
						Subtotal		9940		100
						Res. New	BP	CO	RM	EQ
						Column Total		0	0	0
						Subtotal		0		
						220-76C	BP	CO	RM	EQ

Column Total		0	0	0	0
Subtotal		0			
Res Renewal	BP		CO	RM	EQ
Column Total		0	0	0	0
Subtotal		0			
Wetland	W/P		SW	EQ	
Gil/Godsoe					50
Tunney					50
Barber		150	0		0
Page		0	450		0
Vitiello		0	0		50
McDonough		0	0		50
Levine		0	0		50
Amico		150	0		0
Percoco		150	0		0
Andersen		0	0		50
Casella		0	450		0
Nesson		150	0		0
Afif		150	0		0
Column Total		4170	1600	52	550
Subtotal		\$ 6,372.00			
Column Total		750	900		300

Civil Penalty	CP				
Casa		250			
Bernstein		400			
Simonsen		280			
Grossbarth		250			
Forsberg		450			
Possenti		250			
Subtotal		1880			

Subtotal		1950			
Other Permits	BP		CC	RM	EQ
4 Puddin Hill, LLC		100	20	50	2
Waccabuc CC		150	0	0	0

Comm. Add/Alt	BP		CO/CC	RM	EQ
Column Total		0	0	0	0
Subtotal		0			

Column Total		250	20	50	2
Subtotal		322			
ZBA / ACARC	Permit Application			RM	
Gil/Godsoe		250		2	
Price		500		2	
Cohen		250		2	
Cipriano		100		2	

Misc	BP		CO/CC	RM	EQ
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Thistlewaithe		25		2	
Fetscher		25		2	

					Lukoil	250		2	
					Sommerville	25		2	
Column Total	0	0	0	0	Column Total	1425	0	16	0
Subtotal		0			Subtotal		1441		
Cash					Res. A/S		BP	CO	RM EQ
					O'Neill	3100	3000	2	0
					Rraci	880	780	2	50
					Forsberg	200	100	2	50
					Column Total	4180	3880	6	100
Subtotal	0				Subtotal		8166		

PLANNING BOARD
FINANCIAL REPORT
06/30/15

Current Month Receipts:

General Fund:

Subdivision Fees:		
0	Preliminary	-
0	Final	-
0	Tax Map	-
Application Fees:		
1	Sketch Plan	205.00
0	Site Plan	-
0	Waiver of Site Plan	-
1	Special Use Permit	1,505.00
4	Wetland Permit	1,020.00
4	Stormwater Permit	155.00
0	Engineering and Inspection	-
0	Civil Penalty	-
8	Photocopies	2.00
2	Public Hearing Sign Deposit	100.00
0	Reimbursement for Escrow Paid	-
Total General Fund Receipts		<u>2,987.00</u>

Planning Board Escrow:

Copia Garden Center	2,000.00
Verizon Wireless	2,000.00
Oscaleta Meadows	2,000.00
Silvermine	2,000.00
Goldsmith	2,000.00
Pinnetti	2,000.00
Fortune Home Builders	2,000.00

Total PB Escrow Receipts 14,000.00

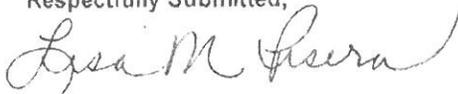
0 SEQR Escrow Receipts -

0 Parks & Rec Receipts -

Total Receipts

16,987.00

Respectfully Submitted,



Lisa M. Pisera
Planning Board Secretary

AGREEMENT FOR RECONSTRUCTION OF BASKETBALL COURTS

THIS AGREEMENT is made this ___ day of _____, 2015 between the TOWN OF LEWISBORO, a municipal corporation having its principal place of business at 11 Main Street, South Salem, New York 10590 (hereinafter referred to as the "Town"), and SPORT TECH CONSTRUCTION, having its place of business at 410 Route 22, Brewster, New York 10509 (hereinafter referred to as the "Contractor").

WHEREAS, the Town has obtained proposals for the reconstruction of the Lewisboro Town Park Basketball Courts located on Route 35 in South Salem, New York in accordance with the specifications contained in the Request for Proposals (hereinafter referred to as the "Project"); and

WHEREAS, the Town has received a proposal from the Contractor, and has awarded to the contractor the contract for the project; and

WHEREAS, the parties hereto wish to enter into an agreement for said work as set forth herein and in the specifications;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Contractor hereby promises and agrees to provide the labor and material for the Project as set forth in the Specifications attached hereto as Schedule "A," which is incorporated herein by reference thereto for the contract price as set forth in Schedule "B," which is attached hereto and made a part hereof and incorporated herein by referenced thereto.

2. The total contract price for the Project, as reflected in Schedule "B" shall be paid in installments based upon the percentage of completion of the work, as follows:

25% of the contract price shall be paid upon commencement of the Project;

25% of the contract price shall be paid upon successful completion of concrete pour and final post-tensioning;

25% of the contract price shall be paid upon successful completion of paint system; and

25% of the contract price shall be paid upon successful completion of the Project.

The phases of completion shall be as reasonably determined by the Town of Lewisboro.

The Contractor shall make application for payment in a form prescribed by the Town, after which an inspection shall be conducted by the Town to determine the amount of work that has been completed.

The Contractor shall post with the Town a retainer or bond in the amount of five (5%) percent of the total contract price, which shall remain in place for a period of one (1) year after completion of the Project, as an additional guarantee for the work performed.

3. The Town shall retain the right to terminate this contract with the Contractor if the Contractor fails to meet and maintain the terms described in this document or fails to perform work in a workman-like manner within the demands and time constraints established by the Town for the Project.
4. The Project shall be completed on or before _____ days from the date the first payment is made by the Town pursuant to Section 2 above, or at least ___ days prior to the opening of the camp season, whichever is earlier.
5. The Contractor shall be properly equipped and qualified for the work related to the Project, and shall complete the Project in a workmanlike manner and deliver work that is free from defects in material or workmanship.
6. The Contractor shall, at the Town's request, agree to a meeting with the Town to review the time frames for completion of the Project and to confirm such time frames.
7. The contractor shall immediately comply with any and all reasonable orders and instructions given by the Town related to the Project. The sequence of execution of the work and the general conduct shall be subject to the approval and direction of the Town. The Contractor shall provide experienced and adequately trained employees and utilize insured, registered and inspected equipment that complies with all Federal and State safety requirements.
8. The contractor is required to obtain, maintain and produce all such insurance coverage as required by the Town. The Town of Lewisboro is exempt from any damages, losses or injuries that could be incurred in connection with the performance of the contract. The Town reserves the right to withhold contract payments for the Contractor's failure to provide such documentation to the Town.
9. The work shall be done to the satisfaction of the Town. The judgment of the Town or its designee in this regard shall be final and determinative.
10. The Contractor, its sub-contractors, suppliers, agents and employees shall strictly observe and comply with all applicable safety laws, rules and regulations and with any accident prevention programs of all regulatory agencies exercising jurisdiction. The Contractor further agrees to provide such protection as is necessary to protect its workmen and those of the Town, and all sub-contractors, from its operations. In the event that additional safety measures are required, the Contractor will install or procure and provide such safety measures at its own expense. The Contractor, its suppliers, sub-contractors and agents agree to adhere strictly to all provisions of the Federal Occupational Safety and Health Act (PL91-596), as well as the New York State Labor Law and any other statutes pertaining to the safety of workers. To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Town against all losses, claims, actions, demands, damages, liabilities, fines, expenses, including but not limited to attorney's

fees, resulting from the enforcement of these laws and for related acts of its officers, employees, sub-contractors, suppliers, agents and material men. The indemnity provided by the requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

11. The Contractor shall provide to the Town proof of insurance for general liability and workers compensation insurance in an amount deemed to be satisfactory to the Town, naming the Town of Lewisboro and the Lewisboro Parks and Recreation Department as an additional insured on such policies. The Town shall receive at least 30 days written notice of the modification or cancellation of such policies. The Town reserves the right to withhold contract payments for failure to furnish such documentation. All policies and Certificates of Insurance of the Contractor shall contain the following clauses:
 - A) The Town of Lewisboro and the Lewisboro Parks and Recreation Department are named as an additional insured. Insurers shall have no right of recovery or subrogation against the Town (including its agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - B) The clause "other insurance provisions" in a policy in which the Town is named as an insured, shall NOT apply to the Town.
 - C) The Insurance companies issuing the policy or policies shall have no recourse against the Town (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
 - D) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.
12. Wages of all employees of the Contractor shall equal or exceed the prevailing wage rates as published by the New York State Department of Labor for Westchester County.
13. To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Town against all losses, claims, actions, demands, damages, liabilities, fines, expenses, including but not limited to attorney's fees, resulting from the performance of this contract and from the enforcement of any laws, rules or regulations pertaining thereto, and for related acts of its officers, employees, sub-contractors, suppliers, agents and material men. The indemnity provided by the requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.
14. The Contractor shall provide all of its own equipment to perform the work for the Project.
15. This contract shall not be enforceable until signed by all parties hereto and approved by the Town Board of the Town of Lewisboro.

16. This contract shall be construed and enforced in accordance with the laws of the State of New York, and the venue for any proceeding arising out of a dispute regarding the terms hereof shall be Westchester County, New York.

17. This contract shall encompass the entire agreement between the parties with respect to the subject matter hereof, and any changes or amendments shall be in writing and signed by all parties hereto in order to be enforceable.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement, the day and year first above written.

TOWN OF LEWISBORO:

SPORT TECH CONSTRUCTION:

By: _____
Peter Parsons, Supervisor

By: _____
Name:

Title:

By: _____
Dana Mayclim, Superintendent
of Parks and Recreation

June 8, 2015

Town Board
Town of Lewisboro
P.O. Box 500
11 Main Street
South Salem, New York 10590

Attn: Supervisor Peter Parsons

RE: Stormwater Management Program
Illicit Discharge Detection and Elimination
Town of Lewisboro

Dear Supervisor Parsons and Members of the Town Board:

Kellard Sessions Consulting, Engineering, Landscape Architecture & Planning, P.C. (hereafter referred to as "Kellard Sessions Consulting") is pleased to submit this proposal to provide professional engineering services pertaining to the annual inspection of the Town's stormwater outfalls and maintenance of the Town's Geographic Information Systems (GIS) stormwater drainage data.

The following subjects have been documented within this proposal in an effort to outline and clarify the terms of this agreement between Kellard Sessions Consulting and the Town of Lewisboro (client).

- Scope of Services
- Additional Services
- Fees
- Payment Schedule

Scope of Services

I. **Field Inspection of Outfalls ($\pm 20\%$ of total) for Year 3-2015**

As the Town Board is aware, in 2012, Kellard Sessions Consulting completed a town-wide inventory of all stormwater outfalls located within the Town of Lewisboro that discharge stormwater from the Town's stormwater conveyance system. All outfalls were field located by our office and have been mapped using GIS, as required by the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (hereafter referred to as "the SPDES General Permit"). Per the SPDES General Permit, the Town was required to locate, map, evaluate and photograph all outfalls over a period of five (5) years, beginning in 2008. While efforts had previously been made by the Town, the majority of this work was completed by our office in the summer and fall of 2012.

Minimum Control Measure #3, Illicit Discharge Detection and Elimination, of the SPDES General Permit requires the Town to conduct an outfall reconnaissance inventory addressing every outfall within the Town's jurisdiction at a frequency of at least once every five (5) years, with reasonable progress each year. Now that a Town-wide inventory has been completed, approximately 20% of the outfalls must be inspected and reported each year, with all outfalls being inspected every five (5) years. The Town Board will recall that Kellard Sessions Consulting completed the outfall reconnaissance inventory for 20% of the outfalls in Years 2013 and 2014.

Kellard Sessions Consulting identified and mapped a total of 694 outfalls which discharge stormwater from the Town's conveyance system. Each outfall was mapped, photographed, provided a unique identification number and was assessed for outfall type, material type, dimension, sub-watershed, and the name of the watercourse to which it discharges. In order to maintain compliance with NYSDEC regulations, Kellard Sessions Consulting proposes to inspect approximately 140 outfalls in the 2015 calendar year (approximately 20% of the total number of outfalls). Kellard Sessions Consulting is uniquely qualified to complete this work as we have physically located, mapped and previously inspected each of these outfalls.

Kellard Sessions Consulting will field-inspect each outfall and will complete the mandatory Outfall Reconnaissance Inventory Field Sheet, which includes information such as outfall location, type, shape, dimension, flow volume, temperature, pH, and other physical indicators

for flowing and non-flowing outfalls. In addition to completing the Reconnaissance Form, a photograph of each outfall will be taken. Following completion of this work, Kellard Sessions Consulting will provide the Town with hard copies of the Reconnaissance Forms and photographs, presented and categorized in a three-ring binder. The Westchester County GIS Department is currently investigating alternative methods for data collection, including digital or web-based inventory systems on hand held devices. The format and inventory platform has not yet been defined; however, Kellard Sessions Consulting will certainly take advantage of any programs or platforms made available by Westchester County which streamlines this task and provides the Town with user-friendly access to a county-wide database.

II. GIS Stormwater Data Maintenance (Year 3-2015)

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

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

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

Supervisor Peter Parsons

June 8, 2015

Page 4

Additional Services

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

Fees

- I. Field Inspection of Outfalls ($\pm 20\%$ of total) for Year 3-2015.....\$2,800.00
- II. GIS Stormwater Data Maintenance (Year 3-2015).....T&M As Required

Regarding fees associated with the GIS Stormwater Data Maintenance task, time spent on updating the Town's GIS stormwater datasets will depend on the extent of modifications made to the Town's stormwater conveyance system by either the Town or others who would be donating such improvements to the Town. The cost for such services shall be limited to \$3,000.00 unless approved in advance by the owner.

Payment Schedule

Kellard Sessions Consulting shall submit bills on a monthly basis as work is performed and statements shall be paid within 30 days of the billing date.

Thank you for the opportunity to work with you on this venture. If you have any questions, please contact us at your convenience.

Very truly yours,



John Kellard, P.E., President
Kellard Sessions Consulting, P.C.

JK/pg

Supervisor Peter Parsons
June 8, 2015
Page 5

AUTHORIZATION TO PROCEED:

BY _____
Supervisor Peter Parsons

DATE _____

2014
MEMORANDUM OF AGREEMENT AMONG THE
TOWNS OF SOMERS, LEWISBORO, AND NORTH SALEM,
with regard to
THE SENIOR CITIZEN NUTRITION PROGRAM

The Town of Somers will provide a Senior Citizen Nutrition Lunch Program meeting the requirements of the Older Americans Act and the rules and regulations of the New York State Office for the Aging for the persons qualifying in the Towns of Somers, Lewisboro and North Salem. Such services will be provided in accordance with the Town of Somers' agreement with the County of Westchester.

The Town of Somers may terminate this Agreement if its arrangement with Westchester County is terminated. If the program is terminated by Westchester County, Somers will promptly notify the supervisors of Lewisboro and North Salem.

The Towns of Lewisboro and North Salem will furnish (1) appropriate insurance in accordance with the requirements of Westchester County, if applicable and (2) proof of insurance and indemnities to Westchester County as might be required by Westchester County.

The Towns of Lewisboro and North Salem will provide the Town of Somers with proof of existing General Liability Insurance containing Broad Form Contractual Liability coverage in the amounts listed below:

\$500,000 per occurrence for bodily injury
\$100,000 per occurrence for property damage

The Town of Somers will provide the Towns of Lewisboro and North Salem with certificates of insurance in like amounts and naming each as an additional insured with respect only to the activities at the congregate site.

If transportation is furnished by the Town of Lewisboro or the Town of North Salem, that town will provide proof of existing Automobile Liability Insurance coverage in the amounts listed below and in which the Town of Somers is named as an additional insured with respect to the Nutrition Program:

\$1,000,000 per occurrence for bodily injury
\$ 100,000 per occurrence for property damage

Nothing arising out of this agreement shall create or give to any third parties a claim or right of action.

The Town of Lewisboro agrees to pay the Town of Somers the sum of \$18,039 and the Town of North Salem agrees to pay the Town of Somers the sum of \$21,244 as indicated in the schedule below:

	<i>III-C-1</i>	<i>S.N.A.P</i>	<u><i>Total</i></u>
<i>Lewisboro</i>	<i>\$ 0</i>	<i>\$18,039</i>	<i>\$18039</i>
<i>North Salem</i>	<i>\$4592</i>	<i>\$16652</i>	<i>\$21,244</i>
<i>Somers</i>	<i>\$71925</i>	<i>\$104,072</i>	<i>\$175,997</i>

It is further understood that the attendance from each town impacts the cash amounts provided for in this Agreement.

In the event extraordinary and unanticipated expenses are incurred by the Nutrition Program, these expenses will be apportioned among the three towns according to percentage of attendance as indicated in the attached schedule for both the III-C-1 and S.N.A.P. programs.

The period of time covered by this agreement is from January 1, 2014 to
December 31, 2014.

Rick Morrissey, Town Supervisor
Town of Somers

Peter Parsons, Town Supervisor
Town of Lewisboro

Warren Lucas, Town Supervisor
Town of North Salem

**2014 NUTRITION PROGRAM
LEWISBORO, NORTH SALEM, SOMERS
TITLE IIIC-1 AND S.N.A.P.**

CONGREGATE MEALS/IIIC-1				
1. SALARIES				
Program Director				18,452
Site Manager				15,806
Food Service Help - F.T.				14,621
		Total Salaries		48,879
2. EMPLOYEE BENEFITS				
Program Director				
Health Insurance				6,777
Dental Insurance				182
Optical Insurance				34
Life Insurance				88
Retirement (Tier 4 at 22.38)				4,130
Social Security (6.2%)				1,274
Medicare (1.45%)				298
MTA (.34%)				63
Workers' Compensation (1.656%)				306
Site Manager				
Health Insurance				6,777
Dental Insurance				333
Optical Insurance				34
Life Insurance				88
Retirement (Tier 4 at 22.38%)				3,115
Social Security (6.2%)				833
Medicare (1.45%)				228
MTA (.34%)				54
Workers' Compensation (1.656%)				262
Food Service Helper - F.T.				
Health Insurance				5,227
Dental Insurance				182
Optical Insurance				34
Life Insurance				88
Retirement (Tier 4 at 22.38%)				2,963
Social Security (6.2%)				914
Medicare (1.45%)				214
MTA (.34%)				50
Workers' Compensation (1.656%)				242
		Total Benefits		34,790
3. CONTRACTUAL				
.401 Subcontractor - Food				16,089
.402 Telephone				135

.404 Table Goods/Utensils					2,253
.406 Miscellaneous					3,370
.407 Cold Food - Milk					1,861
.408 Janitorial Supplies					183
Cleaning and paper products					
.775 Transportation - Pick Up and Delivery of Food					3,105
				Total Contractual	26,996
TOTAL IIIC-1 PROGRAM EXPENSES					110,665
LESS REVENUES:					
PROGRAM CONTRIBUTIONS					8,901
WESTCHESTER COUNTY GRANT					19,247
COMMODITY FUNDING					6,000
				TOTAL REVENUES	34,148
IIIC-1				TOTAL EXPENSES TO BE SHARED BY TOWNS	76,517
Towns participated at the following rates:				Number of Meals	
Somers				4,421	94%
North Salem				257	6%
Lewisboro					
				4,678	
Somers' Share				71,925	
North Salem's Share				4,592	
Lewisboro's Share					
				76,517	
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM - S.N.A.P.					
1. SALARIES					
Program Director					36,904
Site Manager					31,610
Food Svc Help - F.T.					29,241
				Total Salaries	97,755
2. EMPLOYEE BENEFITS					
Program Director					

Health Insurance				13,555
Dental Insurance				365
Optical Insurance				68
Life Insurance				176
Retirement (Tier 4 at 18.4%)				8,260
Social Security (6.2%)				2,548
Medicare (1.45%)				596
Workers' Compensation (1.656%)				611
MTA (.34%)				125
Site Manager				
Health Insurance				13,555
Dental Insurance				666
Optical Insurance				68
Life Insurance				176
Retirement (Tier 4 at 18.4%)				6,231
Social Security (6.2%)				1,666
Medicare (1.45%)				456
Workers' Compensation (1.656%)				523
MTA (.34%)				107
Food Svc Helper - F.T.				
Health Insurance				10,454
Dental Insurance				365
Optical Insurance				68
Life Insurance				176
Retirement (Tier 4 at 1.84%)				5,926
Social Security (6.2%)				1,828
Medicare (1.45%)				427
Workers' Compensation (1.656%)				484
MTA (.34%)				99
			Total Benefits	69,579
3. CONTRACTUAL				
.401 Subcontractor - Food				85,391
.402 Telephone				820
.404 Tray Goods/Utensils				8,750
.406 Miscellaneous				1,308
.408 Janitorial Supplies				143
.775 Transportation - Transportation of Food from Central Kitchen				6,210
			Total Contractual	102,622
TOTAL S.N.A.P. EXPENSES				269,956
LESS REVENUES:				
PROGRAM CONTRIBUTIONS				31,278
WESTCHESTER COUNTY GRANT				74,915
COMMODITY FUNDING				25,000



BUS LEASE AGREEMENT-SCHOOL YEAR 2015 - 2016

The Katonah-Lewisboro School District agrees to lease to the Town of Lewisboro Park and Recreation Department, school buses as required for the Park and Recreation Program for 2015 - 2016.

Following are conditions and lease stipulations covering the lease:

1. Buses are solely for transportation requirements necessary to conduct the above Park and Recreation Program.
2. The length of this agreement shall be from July 1, 2015 through June 30, 2016
3. The Town of Lewisboro Park and Recreation Department will provide and pay certified bus drivers who must also be approved by the Katonah-Lewisboro School District.
4. Conduct on buses shall be maintained to meet rules currently in effect on school buses used for regular school transportation. Loading of school buses shall not exceed the maximum seating capacity by law or regulation. Drivers and Counselors shall be responsible for maintaining order on buses at all times.
5. All damages incurred as a result of vandalism, mischief, or any other action other than normal wear and tear shall be paid for by the Town of Lewisboro Park and Recreation Department. Wear and tear shall be defined as those types of wear which results from the use of a vehicle in normal operation associated with transporting children. It shall not include damage as a result of improper use, vandalism or malicious mischief.
6. The Town of Lewisboro Park and Recreation Department agrees to keep in force during the period of this agreement a Certificate of Insurance showing General Liability, Excess Liability, Worker's Compensation and Employers' Liability in amounts agreeable to the Katonah-Lewisboro School District. In no event shall the Liability Insurance is less than \$1,000,000.00.
7. The Town of Lewisboro Park and Recreation Department agrees to furnish all gasoline and diesel fuel.

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

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

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

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

KATONAH-LEWISBORO SCHOOL DISTRICT

BY: Marjorie A. Smith

TOWN OF LEWISBORO PARK AND
RECREATION DEPARTMENT

BY: _____

Date: _____



HOLD HARMLESS AGREEMENT

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

Majara Asch

District Representative

Contractor

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of the ___ day of _____, 2015, by and between the BOARD OF EDUCATION OF THE KATONAH-LEWISBORO SCHOOL DISTRICT (the "School District"), with offices for the transaction of business located at 1 Shady Lane, South Salem, New York 10590, and the TOWN OF LEWISBORO (the "Town"), with offices for the transaction of business located at _____.

WHEREAS, the School District and the Town have entered into discussions pertaining to the School District's purchase of salt from the Town and the Town's purchase of fuel from the School District;

WHEREAS, both parties believe that it is in the best interest of the taxpayers of the School District and the Town to share resources with respect to this use;

WHEREAS, these resources can be made available for mutual use when it is in the public interest;

WHEREAS, the School District wishes to contract with the Town for the purchase of salt from the Town and the Town wishes to contract with the School District for the Town's purchase of fuel from the School District in accordance with General Municipal Law section 119-o; and

WHEREAS, the parties recognize what their respective rights and obligations will be under the contract;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. This Agreement shall be for the period from July 1, 2015 to June 30, 2016 (the "Term"). The parties may renew this agreement for additional one (1) year periods upon approval of the Town Board and the Board of Education.
2. The School District and the Town each represents that it is authorized, pursuant to both Article 9 section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements.
3. The School District and the Town, believing it to be in the best interest of their taxpayers, do hereby authorize an inter-municipal cooperation agreement with and between each other for (1) the School District's purchase of salt from the Town and (2) the Town's purchase of fuel from the School District as provided for in this Agreement.

School District's Right to Purchase Salt from the Town

4. The School District shall be permitted to use salt from the Town to fulfill its needs.
5. The School District will have access to the salt owned by the Town twenty four (24) hours a day and seven (7) days a week.
6. The Town agrees to provide salt to the School District based upon the actual cost of said salt to the Town, plus \$2.00 per ton of salt representing the Town's service fee. The Town will invoice the School District on a monthly basis. The School District will remit payment to the School District within thirty (30) days of its receipt of an invoice from the Town.

Town's Right to Purchase Fuel from the School District

7. The Town will purchase fuel from the School District to fulfill their fuel needs for all Town vehicles, including but not limited to, all trucks, buses, vans (not exceeding 22 passengers) and cars.
8. The Town will have access to the fuel delivery system twenty-four (24) hours a day and seven (7) days a week.
9. The School District agrees to provide fuel to the School District based upon the actual cost of said fuel to the School District, together with \$0.10 per gallon of fuel representing the School District's service fee. The School District will invoice the Town on a monthly basis. Payment will be due to the School District within 30 days of the receipt of the invoice by the Town.

General Provisions

10. The term of this Agreement shall be subject to the right of the School District or the Town to terminate this Agreement for convenience upon thirty (30) days prior written notice in which case such Agreement shall thereafter be null and void for all purposes.
11. The School District and the Town shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

**Municipal Cooperation Agreement
Between the Katonah-Lewisboro School District
and the Town of Lewisboro**

Page 3 of 5

12. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.

13. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

14. This Agreement constitutes the full and complete agreement between the School District and the Town, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

15. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the School District and the Town and/or any officer, employee, servant, agent or independent contractor of the School District or the Town.

16. This Agreement must be approved by the Board of Education of the School District and the Board of Trustees of the Town in public session. Absent said approvals, this Agreement is null and void and unenforceable.

17. The undersigned representative of the Town hereby represents and warrants that the undersigned is an officer, director or agent of the Town with full legal rights, power and authority to enter into this Agreement on behalf of the Town and bind the Town with respect to the obligations enforceable against the Town in accordance with the terms contained herein.

18. To the fullest extent permitted by law, the parties shall mutually indemnify and hold harmless the other, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the services under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused in whole or in part by any negligent act or omission of the School District, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph.

**Municipal Cooperation Agreement
Between the Katonah-Lewisboro School District
and the Town of Lewisboro**

19. The parties shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York, the following insurance:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/
\$2,000,000 aggregate.
- b. Workers' Compensation and N.Y.S. Disability: Statutory Workers'
Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance
for all employees. Proof of coverage must be on the approved specific form,
as required by the New York State Workers' Compensation Board.
- c. Excess Insurance: \$1,000,000 each occurrence and aggregate. Excess
coverage shall be on a follow-form basis.

20. The undersigned representative of the School District hereby represents and warrants that the undersigned is an officer, director or agent of the School District with full legal rights, power and authority to enter into this Agreement on behalf of the School District and bind the School District with respect to the obligations enforceable against the School District in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

KATONAH-LEWISBORO SCHOOL DISTRICT

By: _____

Printed Name: _____

TOWN OF LEWISBORO

By: _____

Printed Name: _____

**Municipal Cooperation Agreement
Between the Katonah-Lewisboro School District
and the Town of Lewisboro**

Page 5 of 5

State of New York)
) ss.:
County of Westchester)

On the ____ day of _____ in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss.:
County of Westchester)

On the ____ day of _____ in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

THIS AGREEMENT entered into as of the ___ day of _____, 2015, by and between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at One Shady Lane, South Salem, New York and the TOWN OF LEWISBORO, with offices for the transaction of business located at 11 Main Street, South Salem, New York.

WITNESSETH

WHEREAS, the Katonah-Lewisboro Union Free School District and the Town of Lewisboro have entered into discussions pertaining to the use of their respective facilities by one another; and

WHEREAS, it is in the interest of the taxpayers of the Town of Lewisboro and the Katonah-Lewisboro Union Free School District to share resources in the undertaking of their respective duties; and

WHEREAS, it is possible to make these resources available for mutual use when it is in the public interest; and

WHEREAS, the Katonah-Lewisboro Union Free School District and the Town of Lewisboro wish to enter into a contract for the use of facilities in accordance with General Municipal Law § 119-o and Education Law § 414;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on the date set forth above and shall terminate on August 31, 2014 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year terms (September 1st to August 31st) subject to approval of each party's governing board.

2. **REPRESENTATIONS:**

a. The Town of Lewisboro (hereinafter referred to as the "Town") and the Katonah-Lewisboro Union Free School District (hereinafter referred to as the "School District") each represents that it is authorized, pursuant to both Article 9 § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into inter-governmental agreements.

b. The Town and the School District, believing it to be in the best interest of their taxpayers, do hereby authorize inter-municipal cooperation and assistance with and between each other for the use of the other's facilities in connection with their respective municipal duties and/or programs.

3. SCHOOL DISTRICT'S USE OF TOWN PROPERTY:

a. The Town will provide permission to the School District for the use of the Town's property as set forth in Appendix "A", at no charge to the School District, in connection with the School District's programs on a schedule to be mutually agreed to by the parties.

b. In connection with the School District's use of the Town's property, the School District shall designate a person who shall serve as a liaison between the Town and the School District and shall provide written notice to the Town of the name and contact information of such person.

c. The School District agrees that at the conclusion of each day of use, the facilities used by it shall be left in an organized and tidy condition, and all materials, equipment and/or supplies, shall be removed from the facilities. The School District hereby assumes full responsibility for its materials, equipment and/or supplies, etc. Notwithstanding the foregoing, the parties may agree to allow the temporary storage of the School District's materials, equipment and/or supplies on site. In the event that the School District vacates the Town's fields and leaves School District personal property the Town will have the right to remove such property. If the Town removes such property, it shall store it, and promptly notify the School District of such removal and shall provide the School District within thirty (30) days from the day of notice to reclaim such property.

d. If the Town's property or any portion thereof, any structure or equipment, are damaged by the act, default of, or negligence of the School District or its agents, employees, patrons, guests, or by any person admitted to the Town's premises by the School District, the School District will pay to the Town, upon demand, such sum as shall be necessary to restore the field, structure or equipment to the condition existing at the time the School District commenced the use of the Town's facilities.

e. In connection with the use of the Town's fields, the School District shall comply with any and all applicable statutes, laws, rules and/or regulations.

f. In connection with the School District's use of the Town's property, the School District shall be responsible for the administration and management of the School District's use, including, but not limited to (i) the hiring, training, scheduling and payroll of the School District's employees and consultants, (ii) administration, operation and scheduling of the School District's programs.

g. The School District shall provide the necessary staff, supplies and equipment to operate the School District's Program. Supervision and administration of the students' activities is solely the responsibility of the School District. The School District's Program participants must not be allowed to cause disruption to the town building or grounds, or engage in unruly, dangerous behavior.

h. The School District shall ensure that a minimum of one designated individual is on site during the School District's use of the Town's property. The School District, by its employees, shall remain on-site with any child that has not been picked up, by a parent or pre-

authorized adult, at the end of each session until the parent or pre-authorized adult has been reached and has arrived at the site to pick up such child.

i. All employees of the School District shall be deemed employees of the School District for all purposes and the School District alone shall be responsible for their work, personal conduct, direction, and compensation. The School District acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the Town.

j. The Town and the School District agree to cooperate with one another in the scheduling and use of the designated facilities. The Town shall be entitled to schedule and shall be responsible for scheduling all events at the Town's property identified in Appendix "A" using the following prioritization: (1) Town Programs, (2) School District Scholastic Sports, (3) Intramurals, Clubs and other activities.

k. Potential users of any of the Town's fields must file any applications required by the Town, but no application need be filed more than six (6) months before the requested date of use, and no application may be filed less than two (2) weeks before the requested date of use. Notwithstanding the foregoing, the Town and School District agree to consider emergency requests made less than two (2) weeks in advance and will use good faith efforts to accommodate such requests.

4. TOWN'S USE OF SCHOOL DISTRICT PROPERTY:

a. The School District will provide permission to the Town for the use of the District's property described at Appendix "B" herein at no charge to the Town, in connection with the Town's programs on a schedule to be mutually agreed to by the parties.

b. During the Town's use of the School District's property, the Town shall designate a person who shall serve as a liaison between the School District and the Town and shall provide written notice to the School District of the name and contact information of such person.

c. The Town agrees that at the conclusion of each day of use, the facilities used by it shall be maintained in a neat and orderly condition and all materials, equipment, supplies and/or other personal property (collectively, "Town personal property"), shall be removed from or, where appropriate, stored at the facilities. The Town hereby assumes full responsibility for its materials, equipment and/or supplies, etc. Notwithstanding the foregoing, the parties may agree to allow the temporary storage of the Town's materials, equipment and/or supplies on site. In the event that the Town vacates the School District's fields or buildings and leaves Town personal property the School District will have the right to remove such property. If the School District removes such property, it shall store it, and promptly notify the Town of such removal and shall provide the Town within thirty (30) days from the day of notice to reclaim such property.

d. If the School District's property or any portion thereof, any structure or equipment, are damaged by the act, default of, or negligence of the Town, or its agents, employees, patrons, guests, or by any person admitted to the School District's premises by the Town, the Town will pay to the School District, upon demand, such sum as shall be necessary to

restore the field, structure or equipment to the condition existing at the time the Town commenced the use of the School District's facilities.

e. The Town understands and agrees that its use of the School District's facilities shall, at all times be, in accordance with the terms of this Agreement and the rules and regulations set forth in the School District's Facilities Use Policy. The provisions of that Policy are incorporated herein by reference and attached hereto as Appendix "C."

f. In connection with the Town's use of the School District's property, the Town shall be responsible for the administration and management of the Town's use, including, but not limited to (i) the hiring, training, scheduling and payroll of the Town's Program's employees and consultants, (ii) administration, operation and scheduling of the Town's use of the School District's property.

g. The Town shall provide the necessary staff, supplies and equipment for the Town's use. Supervision and administration of the Town's activities is solely the responsibility of the Town. The Town's Program participants must not be allowed to cause disruption to the school building or grounds, or engage in unruly, dangerous behavior.

h. The Town shall ensure that a minimum of one designated individual is on site during the operation of the Town's Program.

i. The Town shall comply with any and all applicable statutes, laws, rules and/or regulations concerning the use of the School District's facilities and hereby represents that it has reviewed and is familiar with those rules and regulations which are applicable to its operation of the Town's Program.

j. All employees of the Town shall be deemed employees of the Town for all purposes and the Town alone shall be responsible for their work, personal conduct, direction, and compensation. The Town acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the School District.

k. The Town and the School District agree to cooperate with one another in the scheduling and use of the designated facilities. The District shall be entitled to schedule and shall be responsible for scheduling all events at the School District's fields identified in Appendix "B" in accordance with all School District policies related to the School District's use of facilities and using the following prioritization: (1) School District Scholastic Sports, (2) John Jay High School Intramural Sports Team, (3) Other School District Intramural and Club Activities including, but not limited to, PTA/PTO, Booster Club and Arts Alive, (4) Town Programs, and (5) Other events, including in-town and out-of-town groups and clubs.

l. Potential users of any of the School District's fields must file any applications required by the School District, but no application need be filed more than six (6) months before the requested date of use, and no application can be filed less than two (2) weeks before the requested date of use. Notwithstanding the foregoing, the Town and School District agree to consider emergency requests made less than two (2) weeks in advance and will use good faith efforts to accommodate such requests.

5. **INSURANCE:** The parties agree that each shall purchase and maintain such insurance in the limits set forth in Appendix "D" so as to protect themselves from claims which may arise from the duties and arrangement contemplated under this Agreement including but not limited to claims under workers' or workmen's compensation, claims for damages because of bodily injury, occupational sickness or disease, or death of employees, claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person, or (2) by another person for damages because of injury to or destruction of tangible property and claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Town, or (2) by another person, any of which arise or are filed in connection with the use of the facilities of either party as set forth in this Agreement.

6. **INDEMNIFICATION:**

a. The Town hereby agrees to defend, indemnify and hold harmless the School District, its successors and assigns, officers, trustees and employees from and against any and all liabilities or obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the School District as a result of a breach by the Town of this Agreement or the negligence or intentional acts or omissions of the Town or any of its employees, agents or representatives occurring on school district grounds.

b. The School District hereby agrees to defend, indemnify and hold harmless the Town, its successors and assigns, shareholders, officers, directors and employees from and against any and all liabilities or obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the Town as a result of a breach by the School District of this Agreement or the negligence or intentional acts or omissions of the School District or any of its employees, agents or representatives occurring on Town property grounds.

7. **TERMINATION**

a. This Agreement may be terminated without cause by either party upon ninety (90) days written notice to the other party.

b. This Agreement may be terminated by either party in the event of a material breach by the other party, upon seven (7) days' written notice from the non breaching party to the breaching party.

8. **MISCELLANEOUS**

a. Neither the Town nor the School District will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination

because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

b. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Westchester, State of New York, or federal court in Federal District Court for the Southern District of New York located in the County of Westchester, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

c. Except as expressly provided in this Agreement, duties and obligations imposed by such agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall survive termination of this Agreement.

d. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

e. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

f. Neither party shall assign or otherwise transfer this Agreement, in whole or in part, whether by assignment, merger, transfer of assets, sale of stocks, operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's written consent.

g. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class registered or certified mail, addressed to the party at the above listed address.

h. The parties shall not be liable for punitive damages on account of an alleged breach of this Agreement and the parties hereby expressly waive their respective right to claim such damages against the breaching party.

i. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

j. This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or

written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

k. The parties represent and warrant: 1) that it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that it has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

l. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

m. The parties agree to maintain and retain all records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this agreement. Each party agrees to make those documents available for audit and inspection by any government official with authority and/or jurisdiction over the provision of the services described herein.

n. The terms and conditions of this Agreement are subject to, and shall not become binding on the parties, until the following conditions have been satisfied:

- i. approval by the Board of Education of the Katonah-Lewisboro Union Free School District; and
- ii. approval by the Town Board, Town of Lewisboro.

9. Any alteration, change, addition, deletion, or modification of any provision of this Agreement or of any right either party has under this Agreement must be made by the mutual assent of the parties in writing and signed by both parties.

10. This Agreement constitutes the full and complete Agreement between the School District and the Town, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.

11. The undersigned representative of the Town hereby represents and warrants that the undersigned is an officer, director or agent of the Town with full legal rights, power and authority to sign this Agreement on behalf of the Town and bind the Town with respect to the obligations enforceable against the Town in accordance with its terms.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and, further, that they agree to each of the terms and conditions contained herein.

**BOARD OF EDUCATION OF THE
KATONAH-LEWISBORO UNION
FREE SCHOOL DISTRICT**

TOWN OF LEWISBORO

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX "A"

Goldens Bridge Community House
65 Old Bedford Road
Goldens Bridge, NY 10526

- Activity Room
- Dance Studio
- Bathrooms

Fox Valley Park
Indian Hill Road
Goldens Bridge, NY 10526

- Tennis Courts
- Lower Ball Field
- Upper Ball Fields
- Bathrooms

Town Park
Route 35
South Salem, NY 10590

- Basketball courts
- Volleyball courts
- Playground area
- Parking Lot
- Ballfield
- Tennis courts
- Pool Facility
- Bathrooms

Onatru Farm Park
99 Elmwood Road
South Salem, NY 10590

Fields - 1, 2, 3, 4, 5 and 6
Bathrooms
Tennis Courts

APPENDIX "B"

Katonah Elementary School
106 Huntville Road
Katonah, NY 10536

Cafeteria
Gymnasium
Fields
Classrooms
Bathrooms
Library

Increase Miller Elementary School
186 Waccabuc Route, Route 138
Goldens Bridge, NY 10526

Cafeteria
Gymnasium
Fields
Classrooms
Bathrooms
Library

Meadow Pond Elementary School
185 Smith Ridge Road
South Salem, NY 10590

Cafeteria
Gymnasium
Fields
Classrooms
Bathrooms
Library

John Jay Middle and High School
40/60 North Salem Road
Cross River, NY 10518

Cafeteria
Gymnasium
Fields
Classrooms
Auditorium
Bathrooms
Library

APPENDIX "C"

1500

- () Required
- (X) Local
- (x) Notice

PUBLIC USE OF SCHOOL FACILITIES

The Board of Education recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific non-school related uses that will not interfere with educational activities. Community use of facilities including, but not limited to, athletic fields and buildings, is not allowed during school hours Monday through Friday or during scholastic events, except at the discretion of the Superintendent or his/her designee. This policy is intended to identify the non-school related uses that community groups (not-for-profit community organizations, qualified under 501(c) of the Internal Revenue Code or the Towns of Bedford, Lewisboro, North Salem, and Pound Ridge), may make of the District's facilities, services and/or equipment (hereinafter referred to as "facilities").

Permitted Uses

District facilities may be used by community groups (not-for-profit community organizations, qualified under 501(c) of the Internal Revenue Code or the Towns of Bedford, Lewisboro, North Salem, and Pound Ridge) for the purposes listed below, subject to the conditions and restrictions set forth in this policy.

- A. Instruction in any branch of education, learning or the arts.
- B. Public library purposes, subject to provisions of the Education Law, or as stations of public libraries.
- C. Social, civic and recreational meetings, including, but not limited to meetings of parent associations and parent-teacher associations, and entertainments, or other uses pertaining to the welfare of the community so long as such uses are nonexclusive and open to the general public.
- D. Meetings, entertainment and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose.
- E. Polling places for holding primaries and elections and for registration of voters.
- F. Civic forums and community centers.
- G. Recreation, physical training and athletics, including competitive athletic contests of children attending a private, nonprofit school.

H. Child-care programs when school is not in session, or when school is in session for the children of district residents and, if there is additional space available, for children of employees of the district.

I. Graduation exercises held by not-for-profit elementary and secondary schools.

Prohibited Uses

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited.

A. Meetings sponsored by political organizations.

B. Meetings, entertainments and occasions where admission fees are charged and the outside organization is under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination or of a fraternal, secret or exclusive society or organization, other than veterans' organizations or volunteer fire fighters or volunteer ambulance workers.

C. Any use of district facilities to conduct private business, or commercial ventures is not permitted. Not-for-profit community organizations, qualified under 501(c) of the Internal Revenue Code, or the Towns of Bedford, Lewisboro, North Salem, and Pound Ridge, while eligible to use school facilities, must understand that such use approval does not carry with it permission to enable private business to be conducted under the guise of the community group.

Outside Organizations - - Community Groups

The Board of Education encourages the use of school facilities by not-for-profit 501(c) outside organizations that serve the adults and children who reside in the school district. Notwithstanding the foregoing, Section One Athletics and its member schools may be permitted to use the district's facilities for the purpose of providing a site for in-season, pre and post-season, sectional and regional competitions.

Ref: Education Law §414

First Reading - March 11, 2010

Second Reading - April 15, 2010

Third Reading & Adoption - September 23, 2010

Revised Policy First Reading - April 21, 2015

Revised Policy Second Reading - May 7, 2015

Revised Policy Third Reading and Adoption - May 21, 2015

Katonah-Lewisboro 1500-R

PUBLIC USE OF SCHOOL FACILITIES REGULATION

Conditions of Use for District Facilities

A. Restrictions: Use of district buildings, grounds, and equipment is subject to the restrictions of law and of Board policy and regulation. Use of district facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The district reserves exclusive and non-reviewable judgment to determine if a requested use or incidental use of facilities (e.g. utilization of the track) would interfere with or disturb the district's educational programs or jeopardize the safety of any participants. Agents of the district may include but are not limited to administrators, faculty, and staff. To ensure that district facilities are preserved for the benefit of the greater district community, only community based groups (Not-for-profit community organizations, qualified under 501(c) of the Internal Revenue Code, or the Towns of Bedford, Lewisboro, North Salem, and Pound Ridge), and organizations (that is, groups which are located within the geographic area covered by the district) may be granted access to district facilities. Notwithstanding the foregoing, Section One Athletics and its member schools may be permitted to use the District's facilities for the purpose of providing a site for in-season, pre and postseason, sectional and regional competitions.

B. User Fees: Generally, the District will not assess community groups a user fee for the use of school facilities, unless:

B1. The District incurs a cost such as overtime costs or a special "setup" cost, supervision costs, custodian, kitchen, additional cleaning or maintenance, heating or electrical, or other costs that may be generated because the use of school facilities occurs at times when regular staff are not on duty and/or special district support is deemed necessary by the District.

B2. The District adopts a contingency budget in which case all community groups would be assessed user fees for the use of school facilities as defined in Exhibit 1500-E.2 which shall be approved annually by the Board of Education.

In addition, the District may require an organization wishing to use the facilities to deposit with the District a sum equaling the estimated costs and fees associated with the proposed use 10 days in advance of the requested use. Failure to pay the District shall result in the suspension or revocation of the organizations privileges to use District facilities in the future.

C. Faculty and Staff Use of School Facilities: Faculty and staff are encouraged to use school facilities beyond the school day so long as such use is directly related to the staff members' assignment; and

C1. Such use does not result in any assessment of fees.

C2. Such use does not interfere with other approved groups' use of facilities.

C3. Such use does not generate any costs to the school district.

C4. Such use does not include payment for private tutoring or generate any income for the staff member.

C5. In the event of utilizing one of the district's fitness centers, an emergency contact form/liability waiver has been completed.

D. Use of Equipment: The District does not loan school equipment to non-school individuals and/or community organizations.

E. Insurance: Use of district facilities will only be permitted where the organization provides the district timely evidence of adequate insurance coverage (minimum \$1,000,000 per occurrence and \$2,000,000 in the aggregate to hold the district harmless from all liability, property damage, personal injuries and/or medical expenses. The district will exercise complete and unreviewable discretion regarding what constitutes adequate insurance coverage for each proposed use.

F. Personal Property: The school district will not be held responsible for damage or theft of the building user's properties.

G. Alcohol/Tobacco: Consumption and/or distribution of alcoholic beverages on any district property in conjunction with any activity is strictly prohibited. It is illegal to smoke or use tobacco in any form at any time anywhere on school property. Building Use Permit Holders not enforcing this policy will not be granted the use of the facilities in the future.

H. No Personal Open Fires or Barbecues: Outdoor fires and barbecues are prohibited.

I. Supervision: Adult supervision, provided by the requesting organization is required throughout all events. This includes containment and restriction of activities and occupancy to the authorized space. Failure to contain participants to the authorized space may cause forfeiture of the building use permit. The district reserves the right to determine need for supervision and to set the number of people required. Charges shall be in accordance with a schedule of fees to be adopted annually by the Board of Education.

J. Police Services: The school district reserves the right to require police services for certain activities that, because of the size or nature of the activity, it deems such coverage necessary. An additional fee will be charged for this service. It is recommended that the user allow at least five (5) weeks lead time prior to the date of the event for arrangements for police coverage to be confirmed.

K. Damages: Users of school facilities assume full responsibility for any damages to the grounds, building or contents thereof, and for any damage to equipment. The user is responsible to inspect the premises, note any deficiencies and report them in writing to the School District prior to use.

L. Termination of Use: The Board reserves the discretion to deny use of district facilities described above, or to terminate use of district facilities:

1. By an applicant who has previously misused or abused district facilities or property or who has violated this policy;
2. For any use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitutions;
3. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
4. For any use which the Board deems inconsistent with this policy;
5. For any use by a private for-profit entity that has the direct or indirect effect of promoting the products or services of such entity;
6. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed;
7. For any use prohibited by law.
8. For any use where the outside organization fails to provide requested proof/evidence that any proceeds, meetings events, entertainment and occasions are being spent on educational or charitable purposes.

Additional Conditions Governing the Use of District Facilities

Whenever the District grants permission to use its facilities, it does so with the understanding of the following:

- a. The number of persons admitted for a function must not exceed room capacity limits.
- b. Whenever inclement weather or an emergency situation cause the closing of district schools, all after-school functions scheduled for that day will be canceled. In addition, in the event the District cancels its own after-school functions for whatever reasons, after school events scheduled by community groups within District facilities are also canceled.
- c. The person in charge of a function must notify persons in attendance, at the beginning of the function, of the procedures to be followed in the case of an emergency.
- d. In the case of an accident resulting in injury to any person or damage to personal property, the incident must be reported immediately to a District representative in attendance or on-site, and in writing to the Superintendent within twenty-four hours of the accident.

Application Procedure for Use of District Facilities

A. All applications for use of school facilities shall be made in writing on the building use form and submitted to the Director of Operations and Maintenance no more than six (6) months in advance but no less than 15 days before the requested date of use. Applications are available at all schools and on the district web site (www.klschools.org). The applicant must clearly and

completely describe the intended use of the district facility in the application. Applications shall be considered approved only when a permit for use has been issued. The public school programs have first priority in the use of facilities. In the event that a conflict should develop, the district retains the right to cancel the use of facilities by the outside organization.

B. All applicants must review this policy prior to submitting the application. All applications must be signed by an authorized agent of the group or organization requesting use. The applicant's signature on the application shall attest to the group or organization's intent to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.

C. All applicants must agree to assume responsibility for all damages resulting from its use of district facilities. Proof of adequate insurance must be provided by the applicant at least 10 days before the date of the requested use.

D. Permits shall be valid only for the facility, use, dates and time specified in the permit. No adjustment to the permit is allowed except with the prior written approval of the Director of Operations & Maintenance. Permits shall not be transferable.

E. The Director of Operations & Maintenance is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reasons.

F. With regard to scheduling activities, the district retains the right to give preference to groups and organizations which are associated with or sponsored by the district.

G. Issuance of a permit shall not limit the right of access to the facility by district staff.

Ref: Education Law §414

First Reading - March 11, 2010

Second Reading - April 15, 2010

Third Reading & Adoption - September 23, 2010

Revised Policy First Reading - April 21, 2015

Revised Policy Second Reading - May 7, 2015

Revised Policy Third Reading & Adoption - May 21, 2015

EXHIBIT "D"

REQUIRED INSURANCE LIMITS

- **Automobile Liability** including all owned, non-owned and hired autos with limits of \$1,000,000 combined single limit for bodily injury and property damage liability.
- **Commercial General Liability** including products/completed operations and personal injury liability. All suppliers are required to include evidence of Broad Form Vendors endorsement. Limits of \$1,000,000 each occurrence for bodily injury, property damage and personal injury with a \$2,000,000 aggregate limit. Separate aggregate limit shall apply to Product/Completed Operations.
- **Workers' Compensation and Employers Liability** providing statutory limits as required by the State of New York.
- **Umbrella Liability** providing follow form over underlying policies with limits of \$4,000,000 each occurrence/aggregate.



AMERICAN TOWER
CORPORATION

June 8, 2015

Town of Lewisboro (NY)
Attn: Town Supervisor
11 Main Street - P.O. Box 500
South Salem, NY 10590

Re: Notice of and consent to sublease of Ground Lease 103855 ("Ground Lease") and subsequent leaseback of a portion of Site 144880, located at 1065 Route 35, South Salem, NY 10590 (the "Site")

Dear Town of Lewisboro (NY):

On February 5, 2015, Verizon Communications Inc. ("Verizon") entered into an agreement ("Agreement") with American Tower Corporation ("American Tower") regarding a portion of Verizon's tower portfolio (the "Portfolio"), including the right for American Tower to manage and operate the Portfolio. Your Ground Lease and the Site associated with the Ground Lease are part of the Portfolio.

American Tower and Verizon closed the initial transactions contemplated under the Agreement ("Transaction") effective on March 27, 2015. As part of the Transaction, Verizon's affiliate party to the Ground Lease desires to: (i) sublease the Ground Lease to American Tower or one of its affiliates and (ii) leaseback a portion of the Site from American Tower or one of its affiliates and retain certain rights to continue using such portion of the Site (such sublease and leaseback hereinafter referred to as the "Ground Lease Sublease and Leaseback"). The Ground Lease Sublease and Leaseback has not yet occurred with respect to your Ground Lease, however, American Tower is operating as the manager of your Ground Lease and Site on behalf of Verizon.

The purpose of this letter is to provide notice of and request your consent to the Ground Lease Sublease and Leaseback. Please sign below and return this letter to us in the enclosed self-addressed pre-paid envelope. Thank you for your cooperation and prompt attention to this matter. If you have any questions, please call 877-362-1658 or send an email to land@AmericanTower.com.

Sincerely,

Justine D. Paul

ATC Site Number: 413114
ATC Lease Number: VZL103855
VZ Site Number: 144880
VZ Lease Number: 103855



AMERICAN TOWER™
CORPORATION

The undersigned consents to the Ground Lease Sublease and Leaseback as set forth above.

Town of Lewisboro (NY)

By: _____

Print Name: _____

Title: _____

Date: _____

ATC Site Number: 413114
ATC Lease Number: VZL103855
VZ Site Number: 144880
VZ Lease Number: 103855

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; height: 20px;"></td> </tr> </table>		-		-	
	-		-			
	Employer identification number					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; height: 20px;"></td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



AMERICAN TOWER

VENDOR ELECTRONIC PAYMENT ENROLLMENT FORM

This form is used for Automated Clearinghouse (ACH) payments to provide payment related information to your financial institution. You must check with your financial institution to confirm that funds have been deposited.

**** Note: Going forward checks will be negotiable for only 90 DAYS (reduced from 180 days) ****

Please check one of the following: New Change

PAYEE/COMPANY INFORMATION

Name :		American Tower Vendor # (upper right corner of check stub):	
Current Mailing Address:			
Social Security # or Taxpayer ID# (Required):		Contact Person Name:	
Home Telephone #:		Mobile Telephone #:	
Work Telephone #:		Email Address (Required):	

FINANCIAL INSTITUTION INFORMATION

Name:
Address:
9 Digit Routing Transit Number (usually 1 st set of 9-digit numbers at bottom of check):
Account Number:
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings

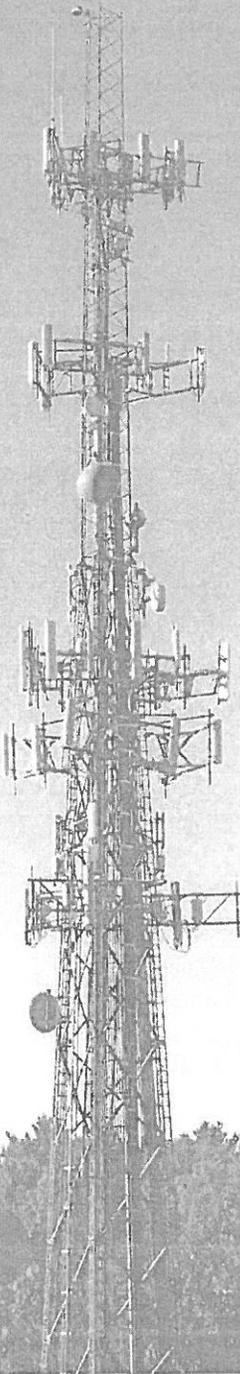
Name of Payee or Authorized Official (Please Print):	
Signature and Title of Payee or Authorized Official (Required):	Date:

A VOIDED CHECK MUST ACCOMPANY THIS FORM IN ORDER TO RECEIVE PAYMENTS ELECTRONICALLY. SSN OR TAX ID IS REQUIRED FOR VENDOR VERIFICATION. E-MAIL ADDRESS IS RECOMMENDED TO PARTICIPATE IN THIS PROGRAM.

Send this form and voided check to:
American Tower Corporation
P.O. Box 2827
Woburn, MA 01801

OR

Form and voided check image may be emailed to:
Email: land@americantower.com
Reference: Electronic Payment Enrollment



AMERICAN TOWER®

www.americantower.com

American Tower recently entered into an agreement with Verizon Communications, Inc. to acquire the rights to more than 11,000 wireless towers in the United States. This transaction, which is expected to close in the first half of 2015, includes a tower located on your property.

American Tower is a leading independent provider of wireless and broadcast communications infrastructure to a wide range of businesses, industries and organizations in the U.S. Founded in 1995, we have nearly 20 years of experience in this industry and now operate in 12 countries located on five continents. Our strength and stability, combined with our industry-leading employees and resources dedicated to managing our relationships with landowners, make us an ideal partner for long-term lease agreements.

Based on your existing agreement with Verizon, your consent is necessary to include your site in this transaction. Enclosed with this package, please find:

- › **Consent form**
- › **W9 form**
- › **Direct deposit form**

Please sign and date these forms where indicated and return to American Tower using the prepaid self-addressed envelope included here. Your completion of these forms will help expedite the process of entering your information into our payment system. To show our appreciation of your cooperation, we have included an American Tower water bottle as our gift to you. We look forward to providing you with world-class customer service. If you have any questions about this letter or wish to discuss further, please contact us:

877-362-1658
land@americantower.com

Town of Lewisboro ---

**REQUEST FOR PROPOSALS
for a Municipal Solid Waste Reduction Program**

Date

Town of Lewisboro
Department of XXX
Street Address
Lewisboro, NY
(o) XXX.XXX.XXXX
(f) XXX.XXX.XXXX

I. PURPOSE, BACKGROUND, INTENT, AND SCOPE OF SERVICES

A. Purpose of Request for Proposals

The Town of Lewisboro (the "Town") is soliciting proposals from qualified Proposers interested in and able to provide consulting services related to and a program design based on a bag-based pay-as-you-throw municipal solid waste reduction program (hereafter known as "The Program"). The Town welcomes and will consider innovative solid waste reduction programs that can be shown to provide environmental, financial and operational benefits designed to address the needs detailed herein, along with the consulting services required to support such a Program.

B. Background and Intent

The intent of this RFP is to provide the best service, quality, environmental and financial benefit to the Town in regards to its municipal solid waste program. The Town will award an agreement to the Proposer who has demonstrated the ability and willingness to provide the required services with a commitment to continuous improvement, in order to benefit residents.

The Town plans to have a two-phase process that includes: (1) a Public Education Phase in which certain Consulting, Program Design and Education services will be delivered; and, upon further approval from the Town (2) a Start-up and Administration Phase in which the Program will be implemented and run for a contract term.

The Public Education Phase will be for a period of one hundred twenty (120) days. During the Public Education Phase, the Town Council will consider the proposed Program and, upon affirmative vote, issue a Notice to Proceed. Thereafter, the Start-up and Administration Phase will be for a period of five (5) years.

The specifications contained within this RFP are designed to build on and continue to improve an effective, efficient, comprehensive, and fair waste reduction and recycling enhancement program – a program that provides for the following: (1) is based on bag-based pay-as-you-throw, with the greatest convenience to residents

and without disrupting existing solid waste services; (2) achieves operational benefits and enhancements to the Town's existing service; (3) helps reduce/minimize the administrative burden to the Town and uses existing waste management and recycling infrastructure; and (4) creates partnership with the selected vendor who makes the upfront and ongoing expenditures necessary to implement, maintain, benchmark, and build on the Proposer's program over time through ongoing and periodic analytics and improvement.

C. Scope of Services and Supplies

The selected Proposer will be required to provide the following services and supplies:

1. Consulting Services

Proposer will submit a proposal for waste reduction consulting services that includes the following deliverables in a "Public Education" Phase:

- Documentation of the existing waste situation in the Town, with current collection models, estimated costs of contracted collection and hauling, disposal costs and average pounds of waste per capital
- Outlines a recommended Program Design based on the requirements set forth in the Program Design paragraph (below)
- Preparation of a benefits analysis that shows the benefits to the Town and financial impact on the average household from the proposed Program
- Education of key stakeholders in Town government regarding the proposed Program
- Assists in drafting a Request for Proposals to solicit bids for collection and disposal changes that would work with the Program

The Proposer must set forth its qualifications for meeting this Scope of Work, references related thereto and information about the skills, expertise and analytical tools it can use for these purposes. Proposer must also set forth a timeline and manner in which the consulting services will be delivered.

2. Program Design

During the "Public Education" Phase, Proposer will design and submit a comprehensive bag-based pay-as-you-throw Program to meet the objectives and goals stated in this Request for Proposals. The Proposer

should address how its Program will transition the Town's existing program to one that meets the goals and includes the Scope of Services and Supplies herein. The Proposer must identify other communities where the proposed Program design has succeeded, state its qualifications to carry out the Program and provide references. The Proposer should describe how it will make improvements to the Program throughout the term of a five (5) year contract with the Town. The Proposer will provide guidance on such issues as enforcement of the Program, composition, size and price of bag supplies, fees and costs associated with the Program, resident experience, frequency of trash and recycling collection, and otherwise, all subject to direction from the Town and consistent with the outcomes of the Consulting Services described above.

3. Community Education and Communication

Proposer will include a description of community outreach and education regarding the design and proposal of, and transition and successful execution of its proposed Program, including the following:

- A public engagement period during the "Public Education" Phase that includes meetings with key stakeholders, including Town leadership and elected officials to deliver the Consulting Services described above and make refinements to the proposed Program design.
- During Program Start-up, a public education campaign at the inception of the new Program to introduce the Program to residents, including by way of illustration, but not limitation: media support, a Program kick-off announcement, outreach to residents through mail, other public relations support, other public engagement and how the Program will be enforced.
- During Program Administration, plans for sustained public education throughout the duration of the Program including by way of illustration, but not limitation: a website, telephone-based support, periodic reports about Program success, or other ongoing public and community education.

The proposal shall include a proposed schedule during which these community outreach and education functions will occur, identify the key personnel responsible for their implementation and rollout and include their professional qualifications to conduct this work.

4. Program Support

Proposer will identify in the proposal how it proposes to start up and then provide ongoing staffing and customer service support during the Start-up and Administration Phase to ensure successful Program implementation, enforcement and operation over the five (5) year term of the contract. This may include a representative to serve as the Program's coordinator or manager and the scope of work proposed. Any staffing or customer service support personnel should be accompanied by a description of the responsibilities of the personnel as they relate to the proposed Program, the qualifications of the proposed personnel and the availability of the personnel support throughout the term of a proposed contract.

5. Supplies

The Proposer shall identify the specifications of and source of the bag supplies necessary to administer the Program, including the recycled content used in the supplies. If the Proposer is not the manufacturer of supplies, it shall identify the manufacturer and the location of manufacturing facility(ies) that will manufacture bag supplies to be used in this Program and how it will guarantee supplies remain available for the duration of the contract. Requirements of supplies to be used in the Program are:

- Bags that are 1.5 mil gauge, drawstring closure of the following dimensions: 24"x28" (15-gallon equivalent) and 30"x34" (30-gallon equivalent), rolled and sleeved with an insert that includes information from the Town, in colors that are directed by the Town.
- Proposer will be responsible for the quality of bag supplies used in its Program throughout the life of the Program and state its policies for customer service and replacing any bag supplies that fail.
- Proposer shall provide detailed information regarding its supply quality control to the Town, including manufacturing standards and quality control methods.

6. Distribution, Storage, and Inventory Management

As part of the Administration Phase, Proposer is expected to estimate the volume of bag supplies that residents will use during the term of the contract with the Town and explain how it will make/procure, manage inventory, store and distribute them. The Proposer will explain its plan for

bag supply distribution and storage in order to maintain accountability and accurately report to the Town, including:

- A plan to distribute bag supplies to residents through established retail outlets or otherwise in and around the Town.
- Its plan to ensure that distribution of supplies is convenient for Town personnel and residents.
- Its plan to ensure that no retail stock-outs occur due to lack of bag supply.
- Security of any bag supplies used in the Program during the manufacture, transport, and warehousing stages.
- Its plan for effectively managing its bag supply distribution network.
- Procedures for managing and reporting on bag supply transactions and inventories to the Town.
- Proposer will bear all the cost and risk related to bag supply inventory, including the cost of all replacements due to manufacturing errors or defects.

7. Finance

The Proposer will explain its plan for handling funds between the point of sale of bag supplies and the Town, including clearly identifying its fees for designing, implementing and administering the Scope of Services identified in this Request for Proposals. The Proposer's response should address:

- Whether the Proposer can use revenues generated by the Program to pay for the cost of the Scope of Services and Supplies without further appropriation from the Town
- How the Proposer will maintain accountability and report all funds collected on behalf of the Town
- The Proposer's collection policies with retailers involved in selling or distributing supplies to residents
- The Proposer's banking relationships and processes necessary to move funds, with periodic and regular reporting of all financial flows
- Proposer's insurance applicable to operations of the Program

8. Program Review

Proposer will describe how, as part of its Program, it plans to benchmark progress towards the goals identified by the Town and how it will keep residents informed of that progress. The Proposer's response should

address: how the Proposer will create a baseline for the Program, what appropriate standards of measurement of waste diversion should be and a periodic schedule and plan for updating the Town on progress, including by way of illustration, but not limitation, issuing a periodic performance report.

II. PROPOSAL REQUIREMENTS

A. Proposal Format

All responses are limited to a maximum of 25 (twenty five) pages, not including a cover letter, which shall not exceed 2 (two) pages. The proposal shall include all of the following:

1. Cover Letter

Each response shall include a cover letter, signed by an officer of Proposer with the authority to commit the firm to the Scope of Services, indicating that the response is valid for ninety (90) days and that the officer is legally able to contractually bind the Proposer. The cover letter should summarize the proposal's key points.

2. Bid Price/Costs

The response shall include a separate price or cost to the Town for the "Public Education" Phase and the "Start-up and Administration" Phase, such that in the event the Town Council decides to terminate the contract during the Public Education Phase, a cost of termination is identified that covers the costs of the Scope of Services described in that phase. In the event the Town votes to proceed with the proposed program and issues a Notice to Proceed with the Start-up and Administration Phase, the response shall clearly describe the Proposer's costs and the Town's revenue for the duration of the five (5) year term.

3. Agreement

- Proposer shall provide a sample contract covering all required services from the Scope of Services and Supplies herein.
- The sample contract will include a termination clause allowing the Town to terminate the contract at the conclusion of the Public Education Phase if the Town Council decides not to proceed with the Start-up and Administration Phase.

4. Minimum Proposer Qualifications

- Proposer must demonstrate experience and financial stability, to wit:
- Proposer shall have a minimum of five (5) years' experience with residential solid waste reduction programs, and, in particular, bag-based pay-as-you-throw.
- To ensure financial, programmatic, and corporate stability, the Proposer shall have been in business as a registered corporate entity providing these services for a minimum of five (5) years.
- To ensure financial, programmatic, and corporate stability, the Proposer shall not have declared personal or corporate bankruptcy within the past ten (10) years.

5. Staffing Plan

- Indicate the names, titles, roles, locations, phone numbers and e-mail addresses of all personnel designated to work on this Program for the Proposer. Indicate which person and position will serve as a primary contact for the Town. Provide brief descriptions of the qualifications of all listed person(s).
- Provide the location, address, and contact information for the office that will provide the services to the Town.

6. References

- Provide ten references from governmental entities where Proposer is currently performing similar services.
- Provide a description of services, reference name, phone contacts, current position and length of relationship.

B. Submittal Requirements

Proposals shall be sealed and identified by placing the name of the Proposer and Project clearly as "Municipal Waste Reduction Proposal" on the outside front of the proposal submittal. Submit XX# bound/unbound copies of the proposer's

response to:

Proposer may, without prejudice, withdraw a proposal after it has been submitted to the Town, provided written notice is given to the Town Clerk, and provided such notice of withdrawal is received by the Town Clerk prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening, though withdrawn proposals may be resubmitted prior to the closing time set for receiving proposals.

Cost Proposals must be in a separate sealed envelope within the proposer's RFP response marked "RFP #_____ Cost Proposal for Municipal Solid Waste Reduction Services for the Town of Lewisboro."

The Proposal shall be presented in a clear and concise manner. Ambiguities shall be avoided to enable the evaluation of each proposal in a timely and thorough manner. Cost Proposals shall include all labor, material, shipping, equipment, processes, insurance, and all incidentals to meet the specifications set forth in the Scope of Services and Supplies.

C. Additional Requirements

In order to be considered for selection, responses must be received as detailed on or before the date and time specified. Proposers mailing responses shall allow sufficient mail delivery time to ensure timely receipt by the Town. Proposers should be familiar and provide adequate time for the Proposal delivery according to the Town's security standards and building entry protocol. Proposals received after the stated time and date will not be considered. No fax transmittals will be accepted.

III. RFP EVALUATION, SCHEDULE, AND OTHER MATTERS

A. RFP Evaluation

RFPs will be evaluated based on the following criteria (not listed in any order of importance):

1. Proposer's proven ability with similar projects

The Proposer has performed similar work as requested in this RFP in a manner as follows:

- Not Advantageous: The Proposer has not demonstrated that it has performed similar projects—both in terms of scope and size—and has

not provided these services in a manner determined to be of high quality, as verified through reference checks.

- Advantageous: The Proposer has demonstrated that it has performed similar projects—both in terms of scope and size—or has provided these services in a manner determined to be of high quality, as verified through reference checks.
- Highly Advantageous: The Proposer has demonstrated that it has performed similar projects—both in terms of scope and size—and that it has provided these services determined to be of high quality, as verified through reference checks.

2. Expertise of key personnel to be assigned to the contract

Key personnel shall demonstrate expertise in their respective areas and shall be evaluated as follows:

- Not Advantageous: Any key personnel have fewer than five (5) years of expertise in their particular area of contribution to this project.
- Advantageous: Key personnel have at least five (5) years of expertise in their particular area of contribution to this project, but less than ten years.
- Highly Advantageous: Key personnel have ten (10) or more years of expertise in their particular area of contribution to this project.

3. Proposer's proven ability to meet the Town's goals

- Not Advantageous: The Proposer is unable to demonstrate and document that it has reduced trash tonnages by 30% in seven (7) cities and towns over the past ten (10) years.
- Advantageous: The Proposer has demonstrated and documented that it has reduced trash tonnages by 30% in seven (7) cities and towns over the past ten (10) years.
- Highly Advantageous: The Proposer has demonstrated and documented that it has reduced trash tonnages by more than 30% in seven (7) cities and towns over the past ten (10) years.

4. Proposer's proven track record of responsiveness to customer needs

- Not Advantageous: Reference checks indicate that the Proposer has failed to respond to customer needs and/or customer service issues.
- Advantageous: Reference checks indicate that the Proposer has responded to customer needs and to customer service issues, but that such responses may not have always been quick or complete.

- Highly Advantageous: Reference checks indicate that the Proposer has responded quickly and effectively to customer needs and to customer service issues.

5. Proposer's proven track record of quality of performance

References indicate that the Proposer is likely to provide quality performance and service to the Town:

- Not Advantageous: References indicate significant problems with program implementation or execution which the Proposer did not remedy to the satisfaction of the municipality.
- Advantageous: References indicate some problems during program implementation or execution which the Proposer did not remedy to the satisfaction of the municipality.
- Highly Advantageous: References indicate a high degree of satisfaction with the products and/or services of the Proposer, and that all problems experienced during program implementation and execution were addressed to the satisfaction of the municipality.

6. Proposer's adherence to Scope of Service and Supplies

The Proposer has met or exceeded the scope of services and supplies for prior projects, as indicated by reference checks and other inquiries to be conducted by the Town as follows:

- Not Advantageous: The Proposer has failed to meet the performance expectations detailed in the scope of services provided by one or more clients.
- Advantageous: The Proposer has met the performance expectations detailed in the scope of services for all clients, but has not exceeded them for more than three clients, as evidenced through reference checks.
- Highly Advantageous: The Proposer has exceeded the performance expectations set by more than three clients, as evidenced through reference checks.

B. Final Ranking and Selection

The Town will award the contract to provide these services to the Proposer determined to be the most advantageous to the Town, considering the evaluation factors set forth herein.

C. Presentations

The Town retains the right to invite Proposers to present their proposal to the Town in person.

D. Negotiations

The Town retains the right to make an award based on initial proposals with or without negotiations.

E. Schedule

Advertise RFP – DATE

Receive Proposals – DATE and TIME

Conduct Interviews (if required) – DATE

Award Contract – DATE

F. Other Matters

1. Communication with the Town

All communication from the Town to a Proposer will be transmitted simultaneously to all Proposers along with written questions submitted. Any Proposer seeking to contact the Town for any reason related to this procurement shall do so in writing and shall submit said written communication to the official designated herein. Any Proposer who fails to utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process if communication process failure continues.

2. Changes in the RFP

All addenda issued for this procurement will be numbered in sequence by the Town, dated as of the date of issue, and sent via e-mail to all Proposers.

3. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Town, either before or after execution of the contract, shall be binding or affect or modify any of the terms or obligations contained in this procurement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Town or the Proposer.

4. Receipt of Addenda

The Proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.

5. Clarifications

Proposers are notified to thoroughly examine the instructions, specifications, become familiar with current Town service practices and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for any explanation or clarification before submitting their proposal. All requests for explanation or clarification must be presented to the Town in written form.

6. Reservation of Rights

The Town reserves and holds at its discretion the following rights and options:

- Issue addenda to the RFP, including extending or otherwise revising the timeline for submittals
- Withdraw the RFP
- Request clarification and/or additional information from any Proposer at any point in the procurement process
- Execute an agreement on the sole basis of the original proposal or any additions to proposal submissions
- Reject any or all proposals, waive irregularities in any proposal, as may be deemed to be in the best interest of the Town.

7. Liability Insurance

Proposer shall provide and maintain in full force and effect during the entire term of the contract or any renewal thereof a policy of Comprehensive General Liability Insurance, naming the Town, its officers, elected officials, employees, and volunteers as Additional Insured's providing for limits of not less than \$1 million dollars per occurrence with \$2 million dollars general aggregate. The Comprehensive General Liability Insurance shall be on an occurrence form or basis. An original Additional Insured endorsement naming the Town, et al, as stated above, shall be filed with the Town clerk before commencement of work and shall provide for 30 days prior written notice to the Town of any material change, cancellations, or lapse of such policy. A cancellation of Proposers' insurance without replacement, resulting in an uninsured period, is considered a material breach of contract.

IV. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the Town. Copies of each proposal may be retained for official files and will become a public record after the award of the contract to provide these services, thence open

to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the Town.

V. ADDITIONAL PROPOSAL TERMS AND CONDITIONS

The following terms and conditions will become included in final contract documents:

- Term of agreement: No less than 5 (five) years
- Extension of agreement: By agreement
- Implementation schedule: Provided by Proposer seven (7) business days after receiving "Notice to Proceed"
- Liability insurance: \$1,000,000
- Governing law: Laws of the State

