



**TOWN OF LEWISBORO
TOWN BOARD MEETING 7:30 P.M.
AGENDA
LEWISBORO LIBRARY
THURSDAY, DECEMBER 9, 2021**

- I. PUBLIC HEARING Regarding 2022 Preliminary Budget**
- II. COMMUNICATIONS**
 - a. Proclamations from Westchester County Executive George Latimer**
 - b. Proclamations from Assemblyman Peter Hareckham**
- III. CONSENT AGENDA**
 - a. Approval of Minutes of November 22, 2021**
 - b. Monthly Reports October 2021**
 - i. Building Department**
 - ii. Police Department**
- IV. OLD BUSINESS**
 - a. Review of Town Park Playground Proposal**
- V. NEW BUSINESS**
 - a. Resolution Accepting Interim MS4 and Authorizing Supervisor to Sign**
 - b. Resolution Extending Agreement with Herodes Law and Gregory Folchetti, Esq. and Authorizing Supervisor to Sign**
 - c. Resolution Authorizing Extension of Employee Lunch Hour on December 16 or Weather-Related Reschedule Date of December 17 for Highway Holiday Party**
 - d. Resolution Establishing Standard Workdays of Elected Officials**
 - e. Resolution to Approve Change of Use for “The Heights” Restaurant to Four Apartments**

f. Resolution Adopting Local Law to Override State Tax Levy Limit

VI. PUBLIC COMMENT PERIOD

VII. APPROVAL OF CLAIMS

VIII. POLLING OF THE BOARD

IX. ANNOUNCEMENTS

Town Board Meeting Monday, December 13, 2021, at 7:30 p.m., at the Lewisboro Library.

MOTION TO GO INTO EXECUTIVE SESSION

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

Join Zoom Meeting

<https://zoom.us/j/98479485318?pwd=TUN3OStNRWNKYXRkd3VKVDdwQjZPUT09>

Meeting ID: 984 7948 5318

Passcode: 985813

One tap mobile

+19292056099,,98479485318#,,,*985813# US (New York)

+13017158592,,98479485318#,,,*985813# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 984 7948 5318

Passcode: 985813

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

M5 Fee Report
From 10/29/2021 To 11/23/2021

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee	6	\$674.00
Additional CC Fee	3	\$254.00
Additional CO Fee	3	\$420.00
BUILDING PERMIT FEE	58	\$32,940.00
CERTIFICATE OF COMPLIANCE FEE	38	\$5,870.00
CERTIFICATE OF OCCUPANCY FEE	19	\$22,080.00
CIVIL PENALTY - NO PERMIT	6	\$3,330.00
DEMOLITION 600 FT AND GREATER	1	\$100.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	13	\$650.00
MISCELLANEOUS	2	\$6.25
RECORDS MANAGEMENT FEE	57	\$114.00
RENEWAL FEE	13	\$107,711.50
Stormwater ADMIN	4	\$1,650.00
Wetland Administrative	4	\$1,200.00
	227	\$176,999.75

PATROL ACTIVITY 2021

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	YTD
INCIDENTS REPORTED													
Auto Accidents	8	9	8	9	10	11	13	15	15	11	12	0	121
Aided Cases	31	32	38	45	56	38	63	64	49	51	50	0	517
Alarms	11	11	11	19	24	31	25	41	38	29	42	0	282
Animal	4	8	10	9	4	4	9	9	6	4	15	0	82
Assist Other Depts.	12	8	3	5	9	7	10	7	2	4	2	0	69
Burglary	0	0	3	0	0	0	2	0	0	0	0	0	5
Civil Complaints	2	3	2	5	4	9	12	1	7	5	8	0	58
Criminal Activity	1	0	0	1	2	10	3	2	0	0	2	0	21
Domestic Incidents	1	2	2	2	0	4	1	3	4	1	3	0	23
Drug Related Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Harassment	0	6	1	6	4	10	2	5	4	5	7	0	50
Larceny	2	1	1	1	2	7	5	6	3	8	0	0	36
Fingerprints	2	3	3	1	4	1	5	0	0	2	0	0	21
Fire	3	1	3	1	0	3	2	1	2	2	4	0	22
Property Lost / Found	4	0	4	3	1	5	10	4	1	3	3	0	38
Utilities	0	5	10	8	2	4	4	1	6	3	2	0	45
Miscellaneous	19	11	19	25	20	20	25	20	16	29	11	0	215
Mischief / Vandalism	6	3	1	3	3	3	1	2	1	2	3	0	28
Summons / Papers Served	4	0	8	2	2	0	2	0	4	2	5	0	29
Suspicious Activity	9	8	13	11	9	8	18	7	11	14	8	0	116
Trespass	1	1	0	0	3	1	4	2	1	1	0	0	14
Vehicles	13	14	9	14	22	17	17	16	14	14	6	0	156
MONTHLY TOTALS	133	126	149	170	181	193	233	206	184	190	183	0	1948

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
D.W.I Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Summons	5	2	3	3	6	9	9	5	7	12	7	0	68
Appearance Tickets	0	0	0	0	1	0	2	1	0	0	0	0	4
MONTHLY TOTALS	5	2	3	3	7	9	11	6	7	12	7	0	72

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
VEHICLE AND TRAFFIC TICKETS													
Speeding	10	1	5	21	20	16	36	30	29	23	36	0	227
Agg. Unlicensed	0	0	0	0	0	0	1	1	0	0	0	0	2
Stop Sign	3	0	2	7	3	51	17	19	21	10	7	0	140
Seat Belts	0	0	1	0	5	3	1	0	1	2	0	0	13
Cell / Text	0	0	2	5	2	3	2	3	4	3	1	0	25
Other	34	24	36	50	61	98	102	74	87	94	70	0	730
Parking	5	3	3	3	6	12	10	5	7	12	8	0	74
App Ticket	0	0	0	0	1	0	2	0	0	0	0	0	3
MONTHLY TOTALS	52	28	49	86	98	183	171	132	149	144	122	0	1214



RECREATION EQUIPMENT & PLANNING

265 Post Avenue, Suite # 365, Westbury, NY 11590
516-338-1630/ Fax 516-3388-1631

Lewisboro Town Park Playground

November 21, 2021

Play Equipment Cost (2021 Pricing)	\$331,450.00
SourceWell (8% Discount)	-\$26,516.00)
Freight Quote (11/19/21)	\$22,800.00

Equipment Total	\$327,734.00
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Site Work, Installation and Surfacing Total	\$333,778.40
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(See Cost Breakdown Below)

Total Project Budget	\$661,512.40
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Above pricing does not include the custom donor acknowledgment signage/plaques or product modifications.

Equipment 2022 Pricing \$348,735.00 if ordered after SourceWell approves price increase

Scope of Work

Site Work

Remove and discard existing play equipment, asphalt paths and wood fiber surfacing.
Fine grade area.

\$74,102.49

Installation

Receive and unload delivery of play equipment at job site. Dispose of packing material.
Assemble and install Landscape Structures play equipment and (7) LSI benches as per drawing 1141767-01-02 Modified 11/14/21. Includes all required concrete footings.

\$120,048.39

Asphalt Paths

Supply and install new asphalt paths as shown in drawing 1141767-01-02 Modified 11/14/21. (Approximately 1,805 SF) 4" Asphalt over 6" RCA base including a turn down edge where engineered wood fiber surfacing meets pathway.

\$31,655.55

Page 1

Pour in Place Rubber Pathways

Supply and install poured in place rubber paths as per drawing 1141767-01-02 Modified 11/14/21. (Approximately 1,312 SF) PIP surfacing to be installed over 4"-6" compacted RCA base. Surfacing shall have turn down edge (approx. 300 SF) where pip meets engineered wood fiber. Pricing includes 50% black 50% standard color to meet or exceed critical fall height of play equipment.

\$31,690.00

Play Surfacing

Supply and install new engineered wood fiber over approximately 9,545 SF. Pricing include a 4" drain stone, separation fabric and drain pipe to daylight.

\$65,066.46

Chess Table / Musical Concrete Pad

Supply and install approximately 240 SF concrete circle for musical instruments. Install (2) concrete pads for chess tables. Install (2) sets of precast concrete chess tables.

\$8,152.45

Existing Dino Spring Rider

Relocate existing GT Dinosaur Spring Rider. Includes required replacements parts.

\$3,063.06

Progress Report for Part IX.A

Permit # NYR20A227 Watershed Name East of Hudson
 MS4 Name Town of Lewisboro Reporting Period Ending 09 / 09 / 2021
 (mm/dd/yyyy)

Watershed Improvement Strategy

Describe the strategy to reduce the discharge of phosphorous to this waterbody. Include new sources that may have been identified and any modifications to the strategy to better address new sources.

Through public education and participation, as well as maintaining compliance with Local and State stormwater regulations via permitting, approvals and implementation of BMP's, the Town of Lewisboro continues to make efforts to reduce phosphorus loading to the watershed. The Town also participates in a regional watershed improvement program through EOHWC and continues to actively pursue stormwater retrofit projects.

Public Education & Outreach**1. Description of the education program**

Through the use of the Town website and stormwater management webpage, printed materials and brochures, public notices, meetings, email listings and public TV service announcements and TV programs, the Town continues to provide and update the public with educational materials, notification of upcoming related events and distribution of stormwater management and educational materials.

2. Who is the target audience and what is the message delivered to each target audience?

The target audience includes public employees, homeowners, contractors and developers. Topics include construction site management, IDDE, green infrastructure, pesticide and fertilizer application and waste management.

3. Identify how many educational materials have been developed and distributed

2 Items, 7,965 copies total

4. Identify how many educational materials have been developed and distributed that focus on:**a. understanding the Phosphorous issues**

2 Items, 7,965 copies total

b. Septic systems as a source of Phosphorus

Non-Traditional MS4 ☐

2 Items, 7,965 copies

c. Phosphorous concerns with fertilizer use

1 Item, 465 copies

d. Phosphorous concerns with grass clippings and leaves entering the MS4

2 Items, 7,965 copies total

e. Construction sites as a source of Phosphorus

0

f. Phosphorous concerns with detergent use

0

PERMIT # NYR20A227

5. Education plan and goals for the next 6 months

Continue to utilize the Town website and stormwater management webpage, printed materials, brochures, public notices and meetings, email listings and public TV service announcements to reach the public to provide and update them with educational materials with regard to stormwater management and phosphorus reduction.

Illicit Discharge Detection and Elimination

- ☐ Non-Traditional MS4 (Skip Question 6-6e)

6. Number of On-Site Wastewater Treatment Systems (OWTS) with a design capacity of less than 1000 gpd that are located in sewersheds that drain to the listed waterbody 3,100

a. Number of OWTS inspected in this reporting +/- 594

b. Number of OWTS in need of maintenance or rehabilitation None Known

c. Number of OWTS where maintenance or rehabilitation has been performed in this reporting period. None Known

d. State the plan for OWTS that have not been addressed in 6c this reporting period

Owners of OWTS's are required to perform an inspection of their system by a Licensed septage hauler once every 5 years. Any recorded failures or failures otherwise identified by IDDE are required to make repairs as directed by the Westchester County Department of Health (WCHD).

- e Describe the OWTS inspection program: Who is responsible for performing OWTS inspections? (eg: Septage Haulers, DOH, engineer, consultant); What methods are used? Are there trends in systems that need maintenance vs systems that need rehabilitation?

Chapter 183: Sewers & Sewage Disposal of the Town Code requires that all owners of OWTS's cause an inspection a minimum of once every 5 years by a Licensed hauler with reporting to WCHD. Those individuals that do not comply are subject to notice of violation and fines. Further, any reported septic failures, repairs to same and corrective action and enforcement is under the purview of the WCHD.

7. Number of Illicit Discharges detected within sewershed of listed waterbody in this reporting period. 0
- a. Number reported in 7 that have been eliminated 0
- b. List of Illicit Discharge locations that have not been eliminated in this reporting period and the target date for elimination

Location

Target Date (mmddyyyy)

	____/____/____
	____/____/____
	____/____/____
	____/____/____

PERMIT #

Location

Target Date (mmddyyyy)

/ /
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Construction Site Stormwater Runoff Control☐ Non-Traditional MS4 (Skip Question 8)

8. Number of SWPPPs reviewed and approved during this reporting period 15
9. Number of active construction sites within sewersheds of impaired waterbody during this reporting period: 27
- a. Number of sites reported in 9 that are between 5000 sqft and 1 acre 20
- b. Number of sites inspected in this reporting period 27
- c. Number of sites in need of corrective action 0
- d. Number of sites where corrective action was completed in this reporting period 0
- e. Discuss inspections. Discuss trends that may have been observed in this reporting period. State reasoning for not inspecting all active construction sites. (if applicable)

The Town Consulting Engineer, as part of the plan review process, requires Erosion & Sediment Control plans for all projects, as well as post-construction stormwater management as appropriate. All construction projects are inspected by the Town Consulting Engineer in addition to inspections required by the trained contractor or qualified inspector as part of a SWPPP.

10. Construction Site Stormwater Runoff Control plan and goals for the next 6 months

The Town will continue to educate developers and owners through plan review and approval of the importance of proper stormwater mitigation. The Town Consulting Engineer will continue to review the design of these systems and inspect their construction.

Post Construction Stormwater Management

11. Number of Stormwater Management Practices (SMPs) located in sewersheds that drain to the listed waterbody 9
- a. Number reported in 11 that have been inspected in this reporting period 9
- b. Number of SMPs in need of maintenance or rehabilitation 0
- c. Number of SMPs where maintenance or rehabilitation has been performed in this reporting period. 0
- d. Number of SMPs where phosphorous pollutant problems have been identified. 0
- e. Number reported in 11d where the pollutant problem has been addressed. 0
- f. Who is responsible for performing SMP inspections?

Owner, Developer or Contractor, as appropriate. The responsibility to maintain SMP's carries with the property owner via deed covenants.

PERMIT # NYR20A227

- g. Is the criteria in Ch 5, 6, and 10 of the NYS Stormwater Management Design Manual being applied? (If no, please describe deviations) Y N
☒ ☐

- h. State procedures to identify sites with post construction controls that are not functioning as designed (ie, rill erosion, pollutant bypass)?

The Town identifies failed systems via IDDE, as well as Town-wide outfall reconnaissance inspections.

12. Describe the retrofit program. Include the funding sources and design description of retrofits. Identify all retrofits that have been constructed and maintained during this reporting period.

The Town is a partner in EOHWC and actively pursues stormwater retrofit projects. the Town completed the Schoolhouse Road Stormwater Retrofit.

13. Post-Construction Stormwater Management plan and goals for the next 6 months

The Town will continue to review, approve and inspect SMP's as part of proposed developments. The Town will continue its partnership with EOHWC and seek viable stormwater retrofit projects.

Municipal Operations Pollution Prevention/Good Housekeeping

- ☐ Non-Traditional MS4 (Skip Question 14)

14. Number of catch basin and manhole sumps within sewersheds discharging to listed waterbody 1636
 a. Number reported in 14 that have been inspected in this reporting period 254
 b. Number reported in 14a cleaned in this reporting period 254
15. Number of conveyance system outfalls within sewersheds discharging to listed waterbody 568
 a. Number reported in 15 that have been inspected in this reporting period. 192
 b. Number reported in 15a maintained in this reporting period. 35
 c. Number reported in 15a repaired in this reporting period. 0
16. Amount by weight in pounds of turf fertilizer containing phosphorous that was applied on municipally owned lands in this reporting period. 0
17. Describe turf management practices implemented during this reporting period. Include strategies implemented to introduce native plants to reduce fertilization and mowing

The Town of Lewisboro has adopted a Stormwater Pollution Prevention Plan to establish protocol for turf management. The use of herbicides and insecticides is banned on Town properties. Phosphorus-free fertilizers are used sparingly on ball fields and clippings are mulched. Aeration and re-seeding is done annually.

MS4 Semi Annual Report Form Certification

Semi Annual Report form for period ending 0 9 0 9 2 0 2 1 (MMDDYYYY)

Name of MS4	Town of Lewisboro
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SPDES ID

N	Y	R	2	0	A	2	2	7
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Certification Statement - MS4 Official (Principal Executive Officer or Ranking Elected Official) or a Duly Authorized Representative of the MS4 Official

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing of violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-15-003 Part VI.J.

First Name

[illegible]

MI

7

Last Name

P	A	R	S	O	N	S								
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Title (Clearly print title of individual signing report)

[illegible]

Signature

Date _____

		/			/				
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Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

CONTRACT BETWEEN

HERODES LAW, P.C.

AND

THE TOWN OF LEWISBORO

THIS AGREEMENT made the ___ day of December, 2021, by and between the TOWN OF LEWISBORO, a municipal corporation of the State of New York, having an office and place of business at P.O. Box 500, 11 Main Street, South Salem, New York 10590, (hereinafter referred to as the "TOWN"); and HERODES LAW, P.C., and GREGORY L. FOLCHETTI, of counsel to Herodes Law, P.C., with offices at 888 Route Six, Mahopac, New York 10541 (hereinafter referred to as the "LAW FIRM");

WHEREAS, the Town desires to obtain the legal services and representation of HERODES LAW, P.C.;

WHEREAS, the law firm of HERODES LAW, P.C. desires to provide legal services and representation to the Town for the compensation and on the terms herein provided;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereto agree as follows:

FIRST: The TOWN shall have no liability under this Agreement to the LAW FIRM or to anyone else beyond the funds appropriated and available for this Agreement.

SECOND: The LAW FIRM shall furnish legal representation to the TOWN in connection with representing the Town Board and Zoning Board of Appeals as described herein.

THIRD: The term of this Contract shall commence on January 1, 2022 and shall

continue through and including December 31, 2024.

FOURTH: The LAW FIRM shall be in an Attorney/Client relationship with the TOWN and all communications between the LAW FIRM and the TOWN shall be confidential and privileged to the fullest extent permitted by law unless such privilege is specifically waived in writing by the TOWN.

FIFTH: The LAW FIRM shall report to the Town Board or its designee and shall immediately to the extent practical under the circumstances, upon receipt or filing, send by fax, mail and/or electronic transmission copies of all papers served and/or filed in any action or proceeding to the Supervisor's office and to the Town Clerk's Office, and to the Zoning Board of Appeals if such Board is involved in the action or proceeding, and to any other persons in the Town involved in the action or proceeding.

SIXTH: The LAW FIRM understands that settlement of all actions, claims, disputes, etc. handled by the LAW FIRM pursuant to this Contract must be approved by the Town Board. Moreover, in no circumstance, shall the LAW FIRM obligate, or attempt to obligate, the TOWN by way of settlement or otherwise without the express written consent of the Town Board or its designee.

SEVENTH: For the professional services rendered to the TOWN, including: attendance at all Town Board meetings; review of all contracts and agreements that the Town may enter into; review all proposed ordinances, local laws, and other legislative actions for conformance with all applicable chapters of the Code of Lewisboro, the Laws of Westchester County, the State of New York and the United States of America; advise the Town Board in the conduct of their respective duties to insure that they act in accordance with the laws of the United States of America,

State of New York, the County of Westchester, and the Town of Lewisboro, including but not limited to matters involving codes of ethics and conduct, Open Meetings Law and its application to publication and executive session requirements, bidding requirements, contracts, fiscal controls and policies, FOIA requirements, Town expenditures including disposition of gifts to the Town and the creation of various capital funds, use of Town facilities, insurance liability, and Local Finance Law requirements; availability for telephone calls, conferences and in-person meetings with the Supervisor, Town Board members, Town personnel, and Town consultants; conduct legal research regarding various Town matters; in-service training of staff, as requested; advise the Zoning Board of Appeals in the conduct of their respective duties to insure that they act in accordance with the laws of the State of New York, the County of Westchester, and the Town of Lewisboro on an as-needed basis as determined by the Zoning Board of Appeals; availability for telephone calls, conferences and in-person meetings with the Zoning Board of Appeals members; and conduct legal research on various land use and zoning matters, the LAW FIRM shall be paid the total annual sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), to be paid monthly in the sum of SIX THOUSAND TWO HUNDRED FIFTY 00/100 DOLLARS (\$6,250.00). For other services requested by the TOWN and rendered by the LAW FIRM that are not included in the services listed in this Contract, such as working at the direction of the Town Board to defend the Town in all litigated cases not defended by the Town's insurance carrier, the TOWN agrees to pay the LAW FIRM an hourly fee for services performed of ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per hour.

The TOWN agrees to pay the LAW FIRM a fee of ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per hour for legal services relating to all foreclosure cases, tax lien

matters, condemnation proceedings, tax certiorari cases, and for legal services relating to all Article 78 cases involving the Zoning Board of Appeals or the Town Board.

It is understood and agreed that the expenses incurred by the LAW FIRM in connection with representation of the TOWN including but not limited to, litigation expenses, court fees, stenographer fees, witness fees, filing fees in connection with any documents, express delivery of documents and postage will either be paid directly by the TOWN or if advanced by the LAW FIRM will be reimbursed by the TOWN.

Any and all requests for payment to be made, shall be submitted by the LAW FIRM on properly executed claim forms of the TOWN and paid only after approval by the Town Board. The LAW FIRM agrees that it will not charge the TOWN for copying, faxing or telephone calls.

EIGHTH: The work to be performed pursuant to the terms of this Contract shall commence promptly upon assignment of a matter to the LAW FIRM and shall be conducted in the best interests of the TOWN as determined by the LAW FIRM in consultation with the Town Board or its designee.

NINTH: The LAW FIRM shall issue progress reports to the TOWN if requested by the Town Board with respect to any matters handled by the LAW FIRM.

TENTH: All records compiled by the LAW FIRM in completing the work described in this Contract, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all other similar recorded data, shall become and remain the property of the TOWN.

The LAW FIRM shall deliver to the TOWN all such records upon demand by the Town Board. The LAW FIRM may retain copies of such records for its own use.

ELEVENTH: The LAW FIRM agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The LAW FIRM further agrees that, in the performance of this Contract, no person having any such interest shall be employed by it.

The LAW FIRM represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the LAW FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the LAW FIRM) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Contract without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

TWELFTH: The LAW FIRM shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the LAW FIRM as an employer of labor or otherwise. The LAW FIRM shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

THIRTEENTH: No discrimination by the LAW FIRM shall be permitted during the performance of this Contract with respect to race, religion, creed, color, national origin, sex, age,

handicap, sexual orientation, genetic predisposition or carrier status, military or marital status, political affiliation or beliefs.

FOURTEENTH: All notices of any nature referred to in this Contract shall be in writing and hand delivered or sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

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

To the LAW FIRM: Herodes Law, P.C.
888 Route Six
Mahopac, New York 10541

All notices shall be effective on the date of mailing.

FIFTEENTH: This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SIXTEENTH: To the extent permitted by law the LAW FIRM agrees to defend, indemnify and hold harmless the TOWN, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorneys fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed by the LAW FIRM, its employees, representatives, subcontractors, assignees, or agents, pursuant to this

Agreement which the TOWN, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the LAW FIRM, its employees, representatives, subcontractors, assignees, or agents.

SEVENTEENTH: It is further understood and agreed by the TOWN that the LAW FIRM shall serve in the capacity of an independent contractor. The LAW FIRM agrees not to hold itself out as an officer or employee of the TOWN nor shall it make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to or for any rights or privileges applicable to said officers or employees of the TOWN.

EIGHTEENTH: This contract shall be subject to renewal by mutual agreement of the parties to the TOWN's reorganization meeting scheduled for January 2025 upon rates and fees as agreed to by and between the parties. The TOWN agrees to notify the LAW FIRM no later than November 15, 2024 whether it intends to renew this Contract.

In the event that a dispute arises between the parties relating to the LAW FIRM's fees, the TOWN may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the TOWN upon request.

NINETEENTH: This Contract shall not be enforceable until signed by all parties and approved by the Town Board.

TWENTIETH: This Contract shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the TOWN OF LEWISBORO and the LAW FIRM
may execute this Contract in two (2) counterparts, which together shall be deemed an original.

THE TOWN OF LEWISBORO

HERODES LAW, P.C.

By: _____
Peter Parsons, Supervisor

By: _____
Jennifer L. Herodes,, Esq., Partner

By: _____
Gregory L. Folchetti, Of Counsel

**PROPOSED LOCAL LAW # ____ OF THE YEAR 2021
A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW 3-C**

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Lewisboro, County of Westchester pursuant to General Municipal Law § 3-c, and to allow the Town of Lewisboro, County of Westchester to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the Town Board for the fiscal year 2021 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

SECTION 2. AUTHORITY.

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the town board.

SECTION 3. TAX LEVY LIMIT OVERRIDE.

The Town Board of the Town of Lewisboro, County of Westchester is hereby authorized to adopt a budget for the fiscal year 2021 that requires a real property tax levy in excess of the limit specified in General Municipal Law § 3-c.

SECTION 4. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE.

This local law shall take effect immediately upon filing with the Secretary of State.