



**TOWN OF LEWISBORO
TOWN BOARD WORK SESSION
REVISED AGENDA
TOWN HOUSE
MONDAY, MAY 9, 2022
7:30 P.M.**

PUBLIC COMMENT

COMMUNICATIONS

CONSENT AGENDA

- **Approval of Minutes of April 25, 2022**
- **Monthly Reports April 2022**
 - **Building Department**
 - **Police Department**

OLD BUSINESS

- **Resolution Approving Goldens Bridge Hamlet Organization (GBHO) Agreement for Pocket Park and Authorizing Supervisor to Sign**
- **Update to Resolution for ALS Bike Tour to Include Town Park Stop**
- **Resolution for Creation of MEO/Mechanic Position**
- **Discussion: Wood Debris Removal – Next Steps**

NEW BUSINESS

- **Resolution Approving Firing Range Agreement with Westchester County and Authorizing Supervisor to Sign**

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

- **Town Board Meeting - May 23, 2022, at 7:30 p.m., at the Town House, 11 Main Street, South Salem**

MOTION TO GO INTO EXECUTIVE SESSION

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

Join Zoom Meeting

<https://us06web.zoom.us/j/82658689086?pwd=VDd3b3F6L0M4Umowbi9MMW5YV29CZz09>

Meeting ID: 826 5868 9086

Passcode: 288599

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 826 5868 9086

Passcode: 288599

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

M5 Fee Report
From 03/17/2022 To 04/26/2022

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee	10	\$480.00
Additional CC Fee	4	\$40.00
Additional CO Fee	6	\$440.00
BUILDING PERMIT FEE	67	\$28,420.00
CERTIFICATE OF COMPLIANCE FEE	28	\$2,910.00
CERTIFICATE OF OCCUPANCY FEE	36	\$19,460.00
CIVIL PENALTY - NO PERMIT	6	\$3,720.00
DEMOLITION 600 FT AND GREATER	1	\$100.00
DEMOLITION UNDER 600 FT	1	\$75.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	25	\$1,250.00
Flood Development Plan Permit	1	\$250.00
RECORDS MANAGEMENT FEE	63	\$126.00
RENEWAL FEE	12	\$11,722.00
SPECIAL PERMIT ZONING	1	\$502.00
Stormwater ADMIN	1	\$300.00
Wetland Administrative	3	\$500.00
ZONING BOARD APPLICATION	4	\$1,008.00
	269	\$71,303.00

TOWN OF LEWISBORO

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

	2020		2021		2022	YEAR TO DATE INCREASE BY MONTH
	BUDGET REVENUE: \$484,900		BUDGET REVENUE: \$510,000		BUDGET REVENUE: 600,000	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$18,802.00	JAN	\$46,580.69	JAN	\$129,768.00	179%
FEB	\$30,148.50	FEB	\$46,052.00	FEB	\$295,108.75	541%
MAR	\$20,785.00	MAR	\$152,883.32	MAR	\$39,169.50	-74%
APR	\$49,473.50	APR	\$62,215.75	APR	\$71,303.00	15%
MAY	\$31,037.87	MAY	\$87,484.00	MAY		
JUNE	\$106,037.00	JUNE	\$172,756.00	JUNE		
JULY	\$72,945.50	JULY	\$72,809.49	JULY		
AUG	\$57,067.00	AUG	\$51,153.00	AUG		
SEPT	\$101,789.50	SEPT	\$107,715.18	SEPT		
OCT	\$83,161.00	OCT	\$111,226.00	OCT		
NOV	\$121,043.10	NOV	\$176,999.75	NOV		
DEC	\$85,554.21	DEC	\$50,350.00	DEC		
	\$777,844.18		\$1,138,225.18		\$535,349.25	

2022

2022													
INCIDENTS REPORTED	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	YTD
Auto Accidents	18	12	13	12	1	0	0	0	0	0	0	0	56
Aided Cases	68	56	49	37	4	0	0	0	0	0	0	0	214
Alarms	31	18	24	29	1	0	0	0	0	0	0	0	103
Animal	3	6	5	8	1	0	0	0	0	0	0	0	23
Assist Other Depts.	5	4	2	1	1	0	0	0	0	0	0	0	13
Burglary	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Complaints	4	4	5	4	1	0	0	0	0	0	0	0	18
Criminal Activity	0	1	2	4	0	0	0	0	0	0	0	0	7
Domestic Incidents	2	3	5	1	0	0	0	0	0	0	0	0	11
Drug Related Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Harassment	6	5	5	1	0	0	0	0	0	0	0	0	17
Larceny	0	1	2	3	1	0	0	0	0	0	0	0	7
Fingerprints	5	1	1	3	0	0	0	0	0	0	0	0	10
Fire	1	1	1	2	0	0	0	0	0	0	0	0	5
Property Lost / Found	3	5	3	3	0	0	0	0	0	0	0	0	14
Utilities	1	1	4	2	0	0	0	0	0	0	0	0	8
Miscellaneous	9	21	19	21	0	0	0	0	0	0	0	0	70
Mischief / Vandalism	3	2	5	1	0	0	0	0	0	0	0	0	11
Summons / Papers Served	1	3	5	0	0	0	0	0	0	0	0	0	9
Suspicious Activity	3	8	9	12	0	0	0	0	0	0	0	0	32
Trespass	0	1	1	2	0	0	0	0	0	0	0	0	4
Vehicles	15	15	21	17	1	0	0	0	0	0	0	0	69
MONTHLY TOTALS	178	168	181	163	11	0	0	0	0	0	0	0	701
	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	8	5	11	25	0	0	0	0	0	0	0	0	49
Appearance Tickets	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTALS	8	5	11	25	0	0	0	0	0	0	0	0	49
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
VEHICLE AND TRAFFIC TICKETS													
Speeding	33	36	62	61	2	0	0	0	0	0	0	0	194
Agg. Unlicensed	0	0	0	0	0	0	0	0	0	0	0	0	0
Stop Sign	4	8	10	16	0	0	0	0	0	0	0	0	38
Seat Belts	0	0	1	0	0	0	0	0	0	0	0	0	1
Cell / Text	0	0	1	15	0	0	0	0	0	0	0	0	16
Other	39	55	87	71	1	0	0	0	0	0	0	0	253
Parking	10	5	11	21	0	0	0	0	0	0	0	0	47
App Ticket	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTALS	86	104	172	184	3	0	0	0	0	0	0	0	549

REVOCABLE LICENSE AGREEMENT

This REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the TOWN OF LEWISBORO, a municipal corporation of the State of New York, having its principal office and place of business at 11 Main Street, South Salem, NY 10590 (the "~~TOWN~~Town"), and the ~~GOLDEN'S~~GOLDENS BRIDGE HAMLET ORGANIZATION, INC., a domestic not-for-profit corporation with a principal address of ~~14 Green Hill Road~~P.O. Box 299, Goldens Bridge, NY 10526, (hereinafter referred to as "GBHO").

WHEREAS, the ~~TOWN~~Town is the owner of certain parcel of vacant real property located at Fairmount Road, Goldens Bridge, NY which is known an designated as TOWN tax map number 31.13-2-26/31.13.2-48 (~~the "subject property~~Subject Property"); and

WHEREAS, the ~~TOWN~~Town wishes to enter into a revocable license agreement with GBHO for the use and utilization of a certain portion of the ~~subject property~~Subject Property by GBHO as a pocket park for passive use only;

In consideration of the foregoing it is hereby agreed as follows:

1. The ~~TOWN~~Town shall permit the use of the portion of the ~~subject property~~Subject Property designated as "~~pocket park area~~Pocket Park Area" on exhibit "A" attached hereto.

2. The Term of this Agreement shall commence on the Effective Date and shall continue for ninety-nine (99) years (the "Initial Term), and thereafter shall automatically renew on a year-to-year basis.

3. ~~2-~~GBHO shall be permitted to utilize the ~~pocket park area~~Pocket Park Area as designated and described in this ~~revocable license agreement~~Agreement for

the limited purposes of passive activity upon the parcel. At no time during the course of the term of this ~~agreement~~Agreement shall active recreation be permitted on the ~~subject property~~Subject Property and/or within the designated ~~pocket park area~~Pocket Park Area.

4. ~~3.~~ In connection with this ~~revocable license agreement~~Agreement, and subject to insurance and indemnification requirements set forth herein, GBHO, it's agents, servants, employees

and/or contractors shall be permitted, but is under no obligation to perform the following work items at the ~~subject property~~Subject Property (the "Improvements"):

- A. ~~Connect Fairmount Road to the existing foundation/concrete pad located on the subject property~~Subject Property with an approximately 72 -inch -wide, path that will be approximately 20 ~~foot long, 6 inch deep wood chip path. The path will be lined on either side with locally sourced found tree trunks from three to five inches in diameter. The logs will be secured into place using spikes made of small diameter tree branches cut to~~feet in length.
 - B. ~~Create a public seating space by cleaning the concrete pad of the fallen branches, litter, as well any soil and installing two (2) concrete and wood exterior grade benches. Items also to be installed include a large diameter log with cuts in to hold bicycles, and eventually a free book sharing library. This responsibility for maintenance of this public gathering space will borne by GBHO.~~Install exterior grade benches or equivalent seating as well as a shade bearing device.
 - C. ~~Installation of~~Install homes and nests for attraction of winged animals on the ~~subject property~~Subject Property.
 - D. Create ~~wood chip~~a walking path through the ~~subject property~~Subject Property.
 - E. Perform a cleanup and ordinary maintenance, including the removal of invasive plant species, on the pond on the Subject Property.
 - F. ~~E.~~ Place ~~an~~and maintain up to two (2) composting bins on the ~~subject property~~Subject Property.
5. ~~4.~~ At all times during the ~~term of the~~ performance of ~~improvements to be performed at the subject property by GBHO under this agreement~~the Improvements at the Subject Property, GBHO shall be required to obtain and provide evidence of liability insurance in form and coverage limits suitable to the ~~TOWN~~Town. Such insurance coverage provided and maintained by GBHO shall be primary in the event of any loss or casualty whatsoever which occurs during the course and term of the performance of improvements to be performed at the subject property by GBHO. Said insurance shall name The Town of Lewisboro as additional insured and shall be in accordance with the

terms and conditions of Schedule "A" attached, which is hereby incorporated into this agreement and made a part hereof. GBHO further hereby agrees to indemnify and hold harmless the Town of Lewisboro from all claims, actions, suits, loss, casualty etc., whatever type in nature, including but not limited to personal injury, property damage, etc. which occur and/or accrue as a result of the acts and/or omissions of GBHO as set forth herein.

6. ~~5.~~ The TOWN shall have the exclusive and unilateral right to revoke and/or rescind this agreement by resolution of the Town Board upon ~~30~~-120-day(s) notice to GBHO.

Dated this _____ day of _____, 2022 at South Salem, NY.

The Town of Lewisboro

Goldens Bridge Hamlet Organization, Inc.

By: Tony Goncalves
Town Supervisor

By: Jonathan Monti, ~~Esq.~~

EXHIBIT "A"
POCKET PARK LOCATION PLAN AND LIMITS

SCHEDULE A
TOWN OF LEWISBORO
INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the TOWN OF LEWISBORO as an unrestricted additional insured on the contractor's insurance policies, with the exception of Workers' Compensation and Employer's Liability. Before any of the work is started under this contract, the contractor shall file with the municipality an ACCORD certificate(s) of insurance or equivalent.

The policy naming the TOWN OF LEWISBORO as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated "secured" or better New York State admitted insurer.
2. Provide for 30 days' notice of cancellation.
3. State that the contractors' coverage shall be primary coverage for the TOWN OF LEWISBORO, its Board, employees and volunteers.
4. The TOWN OF LEWISBORO shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The contractor/vendor agrees to indemnify the TOWN OF LEWISBORO for any applicable deductibles.

REQUIRED INSURANCE

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

Excess/Umbrella Insurance

\$5,000,000 per occurrence/\$10,000,000 aggregate.

Vendor/Contractor acknowledges that failure to obtain such insurance on behalf of the TOWN OF LEWISBORO constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the TOWN OF LEWISBORO. The contractor is to provide the TOWN OF LEWISBORO with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

RESOLUTION ADOPTED BY THE TOWN BOARD
OF THE TOWN OF LEWISBORO
AT A MEETING HELD ON MAY 9, 2022

RESOLVED, that the Town Board does hereby authorize the use of the Town Park to be used as a rest stop area for an ALS Tri-State Trek bicycle fundraiser ride to take place on Sunday, June 26, 2022, in the Town of Lewisboro and be it further

RESOLVED, that the Town Board does hereby authorize use of Town roads for an ALS Tri-State Trek fundraiser bicycle ride to take place on Sunday, June 26, 2022 through the Town of Lewisboro.

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town of Lewisboro at a meeting held on the 9th day of May, 2022, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.

Town Clerk

Dated at South Salem, New York
this 10 day of May, 2022

THE ALS THERAPY DEVELOPMENT INSTITUTE

TRI-STATE TREK

April 20, 2022

Janet Donohue
Lewisboro Town Park
P.O. Box 500
South Salem, NY 10518

Dear Janet,

In the past, the Lewisboro Town Park has been kind enough to open its grounds to the Tri-State Trek. We are now in the planning phase of our 20th event, hoping to once again use your grounds as a rest stop for our riders. This year, we'll be riding through South Salem on **Sunday, June 26, 2022.**

In efforts to keep everyone in our community safe, we have required participants to be fully vaccinated. All cyclists, crew, volunteers, and staff will be asked to show proof that they have received a full series of vaccines authorized by the United States Food & Drug Administration or the World Health Organization.

Enclosed is a detailed schedule for Sunday, **June 26, 2022.** Please review this information and let me know if you have any questions or concerns. Your facility will be named on our insurance policy, which I've included in this mailing. All logistics, staffing, and supplies will be provided and coordinated by our event staff and dedicated group of volunteers.

Thank you so much for your time, and please do not hesitate to contact me with any questions or concerns.

Best regards,

Kevin Sweeney

Events Manager

ALS Therapy Development Institute | www.als.net

Direct: 617.441.7286

Fax: 617.441.7299

ksweeney@als.net



ALS Therapy Development Institute
300 Technology Square
Suite 400
Cambridge, MA 02139



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-531-7777 E-MAIL ADDRESS:
INSURED ALS Therapy Development Foundation Inc. 480 Arsenal Way Suite 201 Watertown, MA 02472	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-724491 ALSTHER-01	NAIC # 27154

COVERAGES**CERTIFICATE NUMBER:** 1025897984**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0562301	12/12/2021	12/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Lewisboro Town Park
Town Clerk Janet Donohue
11 Main Street P.O. Box 500
South Salem NY 10590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Lewisboro Park Site Information

Schedule- Sunday, June 26, 2021

9:15 am – 10:15 am --- Site Setup
10:15 am – 12:15 pm --- Site in Use
12:15 pm – 1:45 pm --- Site Cleanup

Requested Support

- Use of Parking Lot area
- Use of Dumpster
- Permission to place a porta john

We will be responsible for

- Site setup
- All staffing
- All logistical issues
- Traffic control
- Trash removal
- Leaving the facility in better condition than we found it



THE ALS THERAPY DEVELOPMENT INSTITUTE

**TRI-STATE
TREK**



Venue Permission Granted Form

Yes, I grant the ALS TDI Tri-State Trek to utilize my grounds or facility as requested on
Sunday, June 26, 2022.

Venue Name: _____

Contact: _____

Phone: _____

Email: _____

Additional Comments or Requirements:

**Please complete this form and fax to
617-441-7299 (no cover letter required) or scan and
email to tristatetrek@als.net**

ALS
THERAPY DEVELOPMENT
INSTITUTE

ALS Therapy Development Institute
480 Arsenal Street, Suite 201
Watertown, MA 02472

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 20____, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”)

and

_____, a municipal corporation of the State of New York, having an office and place of business at _____, New York _____ (hereinafter referred to as the “Municipality”)

WITNESSETH:

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the “Department”), has a firing range facility (“Firing Range”) located at the County’s Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York (“Police Academy”). This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Municipality desires to send its public safety employees to the Firing Range for firearms training purposes, upon the terms and conditions set forth below.

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

Section 1. The County and the Municipality agree that the Municipality may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. The Municipality may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. The Municipality must contact the Department by telephone to determine

availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Promptly thereafter, upon at least twenty-four (24) hours prior to the reservation date, the Municipality shall send via facsimile or email a written confirmation letter to the Department specifying the dates and times reserved. The Department's Firing Range telephone number is (914) 231-4381 and the facsimile number is (914) 231-4389. It is hereby understood by the Municipality that an email will be provided by the Department's Firing Range personnel upon a telephonic request for same from the Municipality.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, the Municipality shall pay a flat fee of Six Hundred and Thirty (\$630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the safety officer. The Municipality shall adhere to all instructions issued by the Department's safety officer. A Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to \$80.79 per hour or \$646.32 per eight (8) hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from the Municipality provide instruction at the Police Academy under a separate agreement between the County and the Municipality, the Department's Commissioner or his duly authorized designee may provide such Municipality with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County shall send an invoice to the Municipality not later than the 15th day of the month following the month in which the services were provided by the County. The Municipality shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard

Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 4. In no event shall the County have any obligation to the Municipality or its employees for a any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. The term of this Agreement shall commence upon execution and continue in full force and effect until July 31, 2025, unless terminated earlier pursuant to the terms herein.

Section 6. This Agreement may be terminated by either party by giving written notice of such termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 7. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight

courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Acting Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality: _____

Section 8. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9. This Agreement and its attachments constitute the entire Agreement 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.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 10. The Municipality and the County agree that the Municipality and its officers, employees, agents, Municipalities, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the

Municipality nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 11. Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Thomas A. Gleason
Acting Commissioner –Sheriff
Department of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 2020 - _____ on _____, 2020.

Approved as to form and
Manner of execution:

Assistant County Attorney
The County of Westchester
Firing Range IMA.Template.cmc.05.12.2020.doc

Date

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) SS.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2020, before me personally came _____, to me known, and known to me to be the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2020, before me personally
came

_____, to me known, and known to me to be the
_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by
me duly sworn did depose and say that he, the said _____
resides at _____

and that he is _____ of said municipal corporation.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY-Firing Range Agreement)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of the Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Employer's Liability with minimum limit of \$100,000.00.
- c) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- d) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- f) Police Professional Liability: The Municipality shall provide proof of such insurance (\$1,000,000 per occurrence)

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) 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 sole risk of, the Municipality.