



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY NOVEMBER 13, 2023  
7:30 P.M.**

**I. PUBLIC COMMENT I**

**II. COMMUNICATIONS**

**III. CONSENT AGENDA**

- a. Approval of Minutes of October 23, 2023
- b. Monthly Reports October 2023
  - i. Building Department
  - ii. Police Department

**IV. OLD BUSINESS**

- a. Discussion: Set Meeting Date for Comprehensive Master Plan Workshop
- b. Discussion: Preliminary Budget

**V. NEW BUSINESS**

- a. Resolution: Approving IMA Agreement for the County to Provide Mobile Radios to Patrol Vehicles and Authorizing Supervisor to sign
- b. Resolution: Approving License Agreement for Antenna for Mutual Aid Radio System and Authorizing Supervisor to sign
- c. Resolution: Approving Staying in PFAS Class Action Lawsuit
- d. Resolution: Approving City Carting Refuse & Recycling Bid
- e. Resolution: Establishing Standard Workday for Elected Officials
- f. Resolution: Approving Lewisboro Police Department Auction of Three Vehicles
- g. Resolution: Renewing Cabaret License for Le Chateau for a period of one year.

**VI. PUBLIC COMMENT II for New Business Only**

**VII. APPROVAL OF CLAIMS**

**VIII. POLLING OF THE BOARD**

## **IX. ANNOUNCEMENTS**

**Town Board Meeting – Monday, November 27, 2023, at 7:30 p.m., at the Town House, 11 Main Street, South Salem**

### **MOTION TO GO INTO EXECUTIVE SESSION**

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

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/88040564503>**

**Meeting ID: 880 4056 4503**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Meeting ID: 880 4056 4503**

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

M5 Fee Report  
From 09/28/2023 To 10/29/2023

Count by Type

Fee Type	Count	Total
220-76c FEE	1	\$102.00
Additional Building Permit Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	11	\$5,209.00
Additional CC Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	3	\$120.00
Additional CO Fee - i.e. - Final Cost Affidavit Fees - Revised Scope Fee	8	\$5,089.00
BUILDING PERMIT FEE	48	\$20,200.00
CERTIFICATE OF COMPLIANCE FEE	25	\$3,490.00
CERTIFICATE OF OCCUPANCY FEE	21	\$11,920.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	4	\$200.00
Flood Development Plan Permit	1	\$250.00
RE-INSPECTION	1	\$100.00
RECORDS MANAGEMENT FEE	46	\$92.00
RENEWAL FEE	5	\$1,889.00
SPECIAL PERMIT ZONING	1	\$502.00
Stormwater ADMIN	2	\$305.00
Wetland Administrative	1	\$150.00
ZONING BOARD APPLICATION	6	\$1,512.00
	184	\$51,130.00

**TOWN OF LEWISBORO**

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

	2021		2022		2023	YEAR TO DATE INCREASE BY MONTH
	BUDGET REVENUE: \$510,000		BUDGET REVENUE: 600,000		BUDGET REVENUE: 600,000	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$46,580.69	JAN	\$129,768.00	JAN	\$29,327.25	-77%
FEB	\$46,052.00	FEB	\$295,108.75	FEB	\$104,630.00	-65%
MAR	\$152,883.32	MAR	\$39,169.50	MAR	\$157,150.50	301%
APR	\$62,215.75	APR	\$71,303.00	APR	\$89,940.00	26%
MAY	\$87,484.00	MAY	\$80,821.75	MAY	\$200,796.00	148%
JUNE	\$172,756.00	JUNE	\$68,812.00	JUNE	\$86,220.50	25%
JULY	\$72,809.49	JULY	\$71,446.25	JULY	\$86,258.50	21%
AUG	\$51,153.00	AUG	\$45,824.00	AUG	\$67,987.25	48%
SEPT	\$107,715.18	SEPT	\$91,686.50	SEPT	\$89,180.50	-3%
OCT	\$111,226.00	OCT	\$39,835.75	OCT	\$51,130.00	28%
NOV	\$176,999.75	NOV	\$107,509.50	NOV		-100%
DEC	\$50,350.00	DEC	\$57,401.50	DEC		-100%
	\$1,138,225.18		\$1,098,686.50		\$962,620.50	

# Town Of Lewisboro Police Department

## Monthly Activity Report

Search Type  
Incident

Start Date  
01/01/2023

End Date  
10/31/2023

INC TYPE CATEGORY	January	February	March	April	May	June	July	August	September	October	Row Total
Aided Case-EMS	31	17	39	39	31	24	33	26	33	21	294
Aided-Assist Citizen	25	16	20	30	24	30	20	21	29	23	238
Alarms (Burg./ Fire/ Panic)	23	28	32	27	30	27	46	38	40	30	321
Animal	8	7	2	6	6	6	17	7	7	5	71
Assist Other Agency	3	4	3	2	4	1	4	2	3	1	27
Civil Comp	2	1	2	4	4	3	7	1	1	1	26
Criminal Act	1	3		1	1		1	1	1	1	10
Criminal Mischief	1									2	3
Detail	32	23	27	25	79	23	18	24	16	23	290
Discon/ Disturbance	6	3	8	6	7	6	10	4	5	14	69
Domestics	4		1	3	3	2	4	3	2	1	23
Drugs							1				1
Fire	3	8	2	5	6	5	3	8	5	5	50
Fraud/ Identity Theft	7	1	6	2	2	2	2	1	1	5	29
Harassment	4		1	6	2		5	3	3	8	32
Larceny	2	2		5	2	3	3		2	11	30
Mental Health Incident	6	7	5	2	2	4	5	3		7	41
Miscellaneous	6	2	2	8	3		5	5	3	5	39
Motor Vehicle Accident	12	9	9	10	14	22	18	10	8	11	123
Property	2	3	4	2	4	3	1	2	3	3	27
Property Check	632	680	675	665	617	751	731	700	625	667	6743
Records	12	1	3	4	7	4	2	1		6	40
Road	2	16	3	5	5	5	24	6	12	8	86
Summons Served/Attempted	1	4	4	2	4		3	2	1	1	22
Suspicious	10	11	10	8	15	14	14	9	8	7	106
Trespass	1	5				1	2	2			11
Utility	2	6	1	4	3		17	3	6	4	46
Vehicle	7	6	14	9	9	6	14	15	9	12	101
Vehicle-V/T	66	94	89	107	110	107	159	97	97	142	1068
Warrant							2	1		1	4
totals	911	957	962	987	994	1049	1171	995	920	1025	9971

**THIS INTERMUNICIPAL AGREEMENT** (the "Agreement"), made the \_\_\_\_\_ 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

**LEWISBORO TOWN POLICE DEPT.**, a municipal corporation of the State of New York, having an office and place of business at 79 Bouton Rd., South Salem, NY 10560  
(hereinafter referred to as the "Municipality").

(The "County" and "Municipality" are referred to collectively as the "Parties".)

**W I T N E S S E T H:**

**WHEREAS**, pursuant to Local Law No. 13-2020 adopted by the County Board of Legislators on September 14, 2020, the Parties entered into an intermunicipal agreement for police mutual aid pursuant to the Mutual Aid and Rapid Response Plan (the "Plan"); and

**WHEREAS**, the County operates public safety radio communication systems for the County Department of Public Safety ("DPS"), the Department of Emergency Services ("DES"), and the Department of Public Works and Transportation ("DPWT") Bee-Line transit operations, as well as for the communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions (the "County Radio Systems"); and

**WHEREAS**, the Municipality is in need of mobile radios for its municipal police vehicles programmed with radio communication systems that will allow it to communicate with the County, law enforcement, fire, EMS and other first responders for mutual aid purposes; and

**WHEREAS**, the County wishes to furnish the mobiles radios to the Municipality for

installation in its municipal police vehicles, and the Municipality wishes to accept the mobile radios according to the terms set forth herein.

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

## **ARTICLE I**

### **DISTRIBUTION, INSTALLATION AND PROGRAMMING OF THE MOBILE SUBSCRIBER RADIOS**

**Section 1.1.** The County, acting through the Westchester County Commissioner of Department of Public Safety or his designee, (the "Commissioner"), shall furnish the Municipality with mobile radios, including hardware, supplies, cabling, antennas, microphones and accessories as described in Schedule "A" (the "Subscriber Equipment"), for the Municipality to install, at its sole cost and expense, in its municipally-owned police vehicles according to the terms set forth in this Agreement. Schedule "A" is also referred herein to as the "Subscriber Equipment List."

**Section 1.2.** The County or its vendor shall distribute the Subscriber Equipment to the Municipality. The Municipality shall pick-up the Subscriber Equipment at the date, time and place designated by the County for pick-up. The Municipality shall sign for and acknowledge receipt of the Subscriber Equipment by executing a written receipt for same, which shall be on a form prepared by the County and include the recipient, quantity, make, model and serial number of each item of Subscriber Equipment. The Parties further agree that Schedule "A" shall be updated to reflect the information in the receipt, as well as the vehicle identification number for each police vehicle the Municipality installs a mobile radio. The County shall provide a copy of the updated Schedule "A" to the Municipality, and, upon the Municipality's receipt of the updated Schedule "A", it shall be deemed a part of this Agreement.

**Section 1.3.** The Municipality acknowledges that the distribution of Subscriber Equipment is subject to the availability of funding. It shall be within the County's sole and complete discretion as to how much and what type of Subscriber Equipment to distribute to the Municipality.

**Section 1.4.** The Municipality shall be responsible for installing the Subscriber Equipment into the municipal police vehicles as set forth in Schedule "A" at its sole cost and expense. The Municipality shall complete the installation within 180 days of receiving the allocated Subscriber Equipment, which time period may be extended by written consent of the Commissioner. Upon installation of the Subscriber Equipment, the Municipality shall notify the County of the vehicle identification number for the police vehicle the Subscriber Equipment was installed into. If the Municipality fails to install the Subscriber Equipment within such time period, it shall immediately return the Subscriber Equipment to the County upon the County's request and/or the County shall have the right to repossess the Subscriber Equipment with no fine, penalty or prosecution for such repossession.

**Section 1.5.** The County will provide the Subscriber Equipment, as well as the initial radio programming services, at no charge to the Municipality. The initial radio programming of the Subscriber Equipment shall be in the sole discretion of the County (the "Original Programming Template"). The Original Programming Template may include (a) the County designated channels on the County Radio Systems to enable access to countywide law enforcement interoperability channels, local fire and EMS channels, and national interoperability channels, for mutual aid purposes, and (b) the local radio communication systems of the municipalities who participate in the Plan, for the police and the County to communicate with each other, as well as with fire, EMS and other first responders for mutual aid purposes. The Original Programming Template, as well as the channels and systems included therein, shall be in the sole discretion of the County.

## **ARTICLE II**

### **TERMS OF USE OF THE SUBSCRIBER EQUIPMENT AND THE COUNTY RADIO SYSTEM**



**Section 2.1.** The Municipality agrees that the Subscriber Equipment, as well as all of the radio communication systems programmed into the Subscriber Equipment, shall be used only for mutual aid events and public safety communication.

The Municipality acknowledges that the Subscriber Equipment is not intended to replace the existing local law enforcement radios used for day-to-day operations, and the Municipality is encouraged to keep its existing local law enforcement radios for its municipal police vehicles.

**Section 2.2.** The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Radio Systems in accordance with the terms of this Agreement. The County shall retain control and responsibility for the County Radio Systems.

**Section 2.3.** The Municipality hereby grants to the County and the municipalities who who participate in the Plan, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication system in for purposes of mutual aid. The Municipality shall retain control and responsibility for its radio communication system.

**Section 2.4.** The Parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

**Section 2.5.** Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

**Section 2.6.** The Municipality shall be responsible for the installation, operation, maintenance, repair, reprogramming, and use of the Subscriber Equipment, including all costs and expense associated thereto.

**Section 2.7.** The Municipality shall, at its sole cost and expense, maintain the Subscriber Equipment in good working order and condition, and shall be responsible for the repair or replacement of the Subscriber Equipment if damaged following the Subscriber Equipment warranty period, if any.

**Section 2.8.** The Municipality may reprogram the Subscriber Equipment for public safety purposes at its sole cost and expense, subject to receiving the prior written approval of the County, which approval shall be in the County's sole discretion. The Original Programming Template shall not be altered. If the Municipality wishes to add additional frequencies, they can be added as an additional zone with the prior written approval of the County, which approval shall be in the County's sole discretion. The Municipality acknowledges and agrees that the reprogramming of the Subscriber Equipment for any reason may only be performed by using a vendor who is authorized in writing by the County as an Authorized Vendor and at the sole cost and expense of the Municipality. Upon request, the County will provide the Municipality with a list of Authorized Vendors.

**Section 2.9.** The County has established mandatory user guidelines and operating procedures for all users of the County Radio Systems, which the County may change and update from time to time ("User Guidelines"). The Municipality agrees to abide by the User Guidelines. If the Municipality fails to abide by the User Guidelines, the Municipality acknowledges and agrees that the County may immediately disconnect, suspend or terminate the Municipality's use of the County Radio Systems. A copy of the User Guidelines will be supplied to the Municipality upon its request.

**Section 2.10.** The County will assign alias for the Subscriber Equipment for the Municipality to use when utilizing the Subscriber Equipment on the County Radio Systems.

**Section 2.11.** The Municipality shall be responsible for its use of the County Radio Systems and local radio communication systems, including all costs and expense associated thereto.

**Section 2.12.** The Municipality shall not add any new subscriber equipment to the County Radio Systems, modify the Subscriber Equipment or the County Radios Systems, or reassign the location or unit assignment of the Subscriber Equipment, without the prior written consent of the County. Once approved, all of the terms of this Agreement shall apply to such new subscriber equipment, modification or reassignment.

**Section 2.13.** The Municipality shall ensure that only qualified persons with appropriate training utilize the Subscriber Equipment. The Municipality shall ensure that all qualified persons comply with all applicable laws, rules and regulations, including, those promulgated by the FCC, when utilizing the Subscriber Equipment. The Municipality shall participate in any testing and training on the Subscriber Equipment that may be required by the County.

**Section 2.14.** The Municipality shall maintain custody and control of the Subscriber Equipment and shall not transfer custody and control of the Subscriber Equipment.

**Section 2.15.** The County Radio Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Radio Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Radio Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Radio Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Radio Systems are made available to users, each user will have access to the County Radio Systems, in their then-current form. The County in its sole discretion may change the County Radio Systems as it deems necessary and proper.

**Section 2.16.** (i) The Parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. ("Agreement IT- 1559") through which the County purchased the Subscriber Equipment. The Municipality acknowledges and understands that through this Agreement it is an Authorized User (as the term Authorized User is

defined in Agreement IT-1559) of the Subscriber Equipment. The Municipality agrees to use the Subscriber Equipment in a manner that does not violate the terms of Agreement IT-1559.

(ii) The Municipality may use the Software (as defined in Agreement IT-1559) for Subscriber Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(iii) The Municipality will take reasonable efforts to ensure it and any third party under the Municipality's direction or control will not (a) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (b) modify, adapt, create derivative works of, or merge the Software; (c) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (d) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (e) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (f) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

(iv) Unless authorized by the County in writing, the Municipality will take reasonable effort to ensure it, and any third party under its direction or control will not (i) install licensed copies of the Software installed in one unit of a Designated Product (as defined in Agreement IT-1559) into a device for which the Software was not authorized for use.

**Section 2.17.** 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 Section 2.16 (A) above 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 2.18.** The Municipality understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Subscriber Equipment upon notice to the Municipality. In the event the County notifies the Municipality of such a reissuance, the Municipality will promptly return possession of the Subscriber Equipment to the County as directed by the Commissioner. The Municipality agrees to relinquish any claim in law or equity it may have concerning the Subscriber Equipment in the event of Subscriber Equipment redeployment or reissuance.

**Section 2.19.** The Municipality will allow the County to conduct periodic visits for the purposes of inspection of the Subscriber Equipment.

**Section 2.20.** Notwithstanding anything herein to the contrary, the provisions of this ARTICLE II shall survive termination or expiration of this Agreement.

### **ARTICLE III**

#### **TERM AND TERMINATION**

**Section 3.1.** The term of this Agreement shall commence on January 1, 2024 and expire five (5) years thereafter, unless sooner terminated.

**Section 3.2.** In the event the Municipality defaults in the performance of any term, condition or covenant herein contained and does not cure such default to the County's satisfaction within forty-eight (48) hours of written notice thereof from the County, the County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the Municipality. Repeated breaches by the Municipality of its duties or obligations under this Agreement shall be deemed a default justifying termination for cause hereunder without the right to further opportunity to cure.

**Section 3.3.** The County on thirty (30) days notice to the Municipality may terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 3.4.** The Municipality on thirty (30) days' notice to the County terminate this Agreement in whole or in part when it deems it to be in its best interest.

**Section 3.5.** Upon termination, all right of the Municipality to use the County Radio Systems shall cease and terminate, and the Municipality shall take all steps to disconnect the Subscriber Equipment from the County Radio Systems and promptly return the Subscriber Equipment to the County.

### **ARTICLE IV**

#### **MISCELLANEOUS**

**Section 4.1.** The Municipality shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the County is void.

**Section 4.2.** The Municipality shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, orders, codes, requirements and Executive Orders and obtain, at its own expense, all approvals, applicable to its performance under this Agreement.

**Section 4.3.** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

**Section 4.4.** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 4.5.** Nothing contained herein shall create a special relationship between the Parties. In addition, nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees or any other arrangement that would impose liability upon one Party for the act or failure to act on the other Party. The Municipality shall not use any logo of the County.

**Section 4.6.** Failure by either Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

**Section 4.7.** 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 4.8.** 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:

Commissioner/Sheriff  
Department of Public Safety  
1 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:

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**Section 4.9.** 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.

**Section 4.10.** 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 any cause of action arising out of this Agreement shall be brought in the County of Westchester.

**Section 4.11.** 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.

**Section 4.12.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.  
Signature Pages to Follow.]

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Terrence Raynor  
Acting Commissioner/Sheriff  
Department of Public Safety

**MUNICIPALITY**

By: \_\_\_\_\_  
(Name and Title)

Authorized by the Municipality on \_\_\_\_\_.

Authorized by Act No. 2023-210 adopted by the Board of Legislators of the County of Westchester on the 2nd day of October, 2023.

Approved:

\_\_\_\_\_  
Associate County Attorney  
The County of Westchester  
k: noe/dps/IMA re Mobile Radios for Local Police Vehicles

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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

**CERTIFICATE OF AUTHORITY**  
**(Municipality)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ 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 \_\_\_\_\_  
(Person executing agreement)  
who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),  
that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)  
thereunto duly authorized, 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 \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)  
the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

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

**SCHEDULE "A"**

## SUBSCRIBER EQUIPMENT LIST

[illegible]

**THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT** (the "First Amendment"), made the                      day of                      , 2023, by and between:

**THE COUNTY OF WESTCHESTER**, by and through its Department of Emergency Services or Department of Public Safety, 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

Town of Lewisboro, a municipal corporation of the State of New York, having an office and place of business at 79 Bouton Rd. South Salem, NY 10590

---

(hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the parties entered into a license agreement, dated July 20, 2020 (the "License Agreement") wherein the County agreed to furnish and install Equipment to enhance the ability of first responders to safely and reliably communicate with the County and each other through the County Systems for public safety radio communication and mutual aid purposes; and

**WHEREAS**, the County has obtained additional funding through a Statewide Interoperable Communications Grant with the New York State Division of Homeland Security and Emergency Services ("NYSDHSES"), being Contract No. 197794, as may be renewed, amended or extended from time to time, a copy of which is on file with the Commissioner of the County Department of Emergency Services and available upon request (the "State Grant Agreement"); and

**WHEREAS**, the County wishes to use the State Grant Agreement to purchase is a tri-band (VHF-UHF-700 MHz) antenna to deliver it to the Municipality for the Municipality to install to replace the current single band VHF antenna ("Additional Equipment") at the Municipality's police headquarters located at 79 Bouton Rd., South Salem, NY 10590 (the "Site"), and

**WHEREAS**, the Additional Equipment will enable the police Mutual Aid Radio System (MARS) control station radio at the Site (the "Control Station Radio") to operate on the County's P25 Trunked Radio System, which is one of the newly installed County Systems that operates on UHF frequencies; and

**WHEREAS**, the Municipality is amenable to the County delivering the Additional Equipment according to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

1. The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference.
2. The Municipality agrees (a) to the inclusion of the Additional Equipment as "Equipment" under the License Agreement, (b) to the delivery, installation and use of the Additional Equipment in accordance with the terms of the License Agreement, as amended by this herein, and (c) to comply with the terms and conditions of State Grant Agreement to the extent they pertain to the Additional Equipment.
3. The Additional Equipment will be delivered by the County to the Municipality at no charge to the Municipality.
4. The Municipality agrees to install, at its sole cost and expense, the Tri-Band Antenna at the Site so that the Control Station Radio is connected to and capable of operating on the County's P25 Trunked Radio System. The Municipality agrees to install the Tri-Band Antenna in accordance with industry and manufacturer standards. The Municipality shall submit proof to the County that the Tri-Band Antenna has been installed and is operational within 120 days of the receiving the Tri-Band Antenna, which time period may be extended by written consent of the Commissioner. If the Municipality fails to install the Tri-Band Antenna within such time period, it shall promptly return the Tri-Band Antenna to the County upon the County's request and/or the County shall have the right to repossess the Tri-Band Antenna with no fine, penalty or prosecution for such repossession.
5. The Municipality acknowledges and agrees that, as part of the installation of the Additional Equipment, the County will be programming the Control Station Radio with County Trunk Radio Communication channels, as well as with local public safety radio communication channels, for mutual aid purposes.
6. The Municipality agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.
7. The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Systems in accordance with the terms of the License Agreement, as amended. The County shall retain control and responsibility for the County Systems.
8. The Municipality consents to the County programming the Municipality's radio communication channel(s) into the control station radios located at the police headquarters of the other municipalities that participate in the Mutual Aid Rapid Response Plan for Police.

Departments of Westchester County and the Westchester County Fire Mutual Aid Plan (the "Mutual Aid Plans") for mutual aid purposes.

9. The Municipality grants to the County and the municipalities who participate in the Mutual Aid Plans, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication channel(s) for mutual aid purposes. The Municipality shall retain control and responsibility for the Municipality's radio communication system.

10. The parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

11. Each party's radio communication system shall remain its property. It is expressly understood that the License Agreement, as amended, does not constitute a lease and that no ownership or property rights whatsoever are being transferred under the License Agreement, as amended.

12. The County Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Systems are made available to users, each user will have access to the County Systems, in their then-current form. The County in its sole discretion may change the County Systems as it deems necessary and proper.

13. The Municipality understands and agrees that use of the Equipment and the County Systems are being provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE".

14. The County disclaims all warranties of any kind, express or implied, concerning the Equipment and the County Systems, including, without limitation, their quality, accuracy, completeness, usefulness, timeliness, reliability, functionality, merchantability, or fitness for a particular purpose.

15. The County shall not be responsible for any issue(s) with regard to the Equipment or County Systems, including, without limitation, any interruption, defect, delay, failure, or malfunction involving equipment, hardware, software, or communications impacting; or any lack of availability of; or any other issue, whether or not technical in nature, whether or not caused by human error, and whether or not caused by, or not remedied by, the County and/or the Municipality or any other user.

16. The County shall have no liability to the Municipality, for any damages, losses, or other costs of any nature (including, without limitation, attorney's fees) related to any claim,



whether in contract, tort, or otherwise, that is directly or indirectly related to or arises out of the Equipment or use of the County Systems.

17. The Municipality agrees that, once the Additional Equipment is installed, the County will update the Equipment List set forth in Schedule "A" to the License Agreement to include all of the Equipment furnished to the Municipality under the License Agreement, as amended. Once the updated Schedule "A" is provided to the Municipality, it shall be deemed a part of the License Agreement, as amended.

18. The installation of the Additional Equipment is subject to the County receiving the grant funds under the Grant Agreement and procuring a contract to purchase and install the Additional Equipment. In addition, it may be necessary for the County to perform a Site visit with prospective contractors to verify existing Site conditions. The Municipality consents to the County may performing such Site visit. If a Site visit is necessary, a County representative will be in contact with the Municipality's police department to schedule the visit.

19. The Municipality agrees to make the Site available during regular business hours for the County or its vendor to install the Additional Equipment.

20. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.

21. Except as amended hereby, all other terms, covenants and conditions of the License Agreement shall remain in full force and effect.

22. This First Amendment shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[INTENTIONALLY LEFT BLANK.  
SIGNATURES TO FOLLOW.]

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment.

**THE COUNTY OF WESTCHESTER**

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

\_\_\_\_\_:

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

Name:

Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_  
day of \_\_\_\_\_, 2023.

Approved:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

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

**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of execution \_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation  
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full  
force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose and  
say that he/she resides at \_\_\_\_\_, and  
he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on  
behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

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

Date

## PROPOSAL TO PROVIDE REFUSE AND RECYCLABLES COLLECTION SERVICE

Name of vendor: City Carting & Recycling, LLC

1. To provide collection once per week for 12 months for one 8-yard container located at the Town Highway Department \$218.00 per month for 12 months = \$2,616.00
2. To provide collection once a week for two 10-yard container of paper located at the Town Recycling Center \$357.00 per month for 12 months = \$4,284.00
3. To provide collection once a week for one 10-yard container of comingled recyclables located at the Town Recycling Center \$206.00 per month for 12 months = \$2,472.00
4. To provide collection three times per week for 12 months for one 8-yard container at Onatru Farm, \$652.00 per month for 12 months = \$7,824.00
5. To provide collection of two 8-yard containers located at the Town Park as follows: Twice a week for the months of April, May, June, July and August; once per week for the remaining months of the year.

\$798.00 per month for April May, June, July & August x 5 mos. \$3,990.00

\$399.00 per month rest of year x 7 mos. = \$2,793.00

Total contract price for 12 months: \$23,979.00

6. To provide collection one time per week for 12 months for one 2-yard container for Oakridge Water & Sewer facility \$129.00 per month for 12 months = \$1,548.00
7. To provide collection (on-call basis) – approximately one time per 2 months for 12 months for one 2-yard container for Wild Oaks Sewer Treatment facility  
\$30.00 per month for 12 months = \$360.00  
(6 pickups = \$60.00 per pickup)

Total price for 12 months \$1,908.00

## PROPOSAL FOR ROLL-OFF SERVICE

Per container for up to ten (10) 20- and 30-yard containers for construction and demolition debris.

Per container on an as-needed basis for 30-yard containers  
\$685.00 (includes 4 tons, \$110.00 per ton over 4) per container

Per container on an as-needed basis for 20-yard containers  
\$685.00 (includes 4 tons, \$110.00 per ton over 4) per container

### NON-COLLUSION CERTIFICATE

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies under penalty of perjury that to the best of his knowledge and belief:

I. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

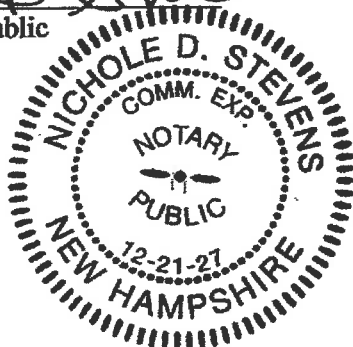
Dated: 10/23/2023

Name of Vendor: City Carting & Recycling, LLC

By: [Signature] Senior Vice President & Secretary  
Name Title

Sworn to before me this  
23<sup>rd</sup> day of October, 2023

Nichole D. Stevens  
Notary Public



**BE IT RESOLVED**, that the Town of Lewisboro, hereby establishes the following as standard work days for elected officials and will report the following days worked to the New York State and Local Employees' Retirement System based on record of activities maintained and submitted by these officials to the Clerk of this body.

Title	Name	Social Security #  (last 4 digits)	Registration Number	Standard Work Day  (hrs/day)	Term begins/ends	Participants in Employer's Time Keeping System (Y/N)	Days/Months  (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted  (Check box if no record of activities completed or timekeeping system)
<i><b>Elected Officials</b></i>									
Supervisor	Tony Gonçalves			7	1/1/22-12/31/2023	N	21.55		
Town Clerk	Janet Donohue			7	1/1/2020-12/31/2023	N	26.24		
Town Board	Dan Welsh			7	1/1/20 - 12/31/2023	N	3.62		
Town Board	Andrea Rendo			7	1/1/22-12/31/2025	N	3.70		
Town Board	Richard Sklarin			7	1/1/20-12/31/2023	N	4.19		
Highway Superintendent	Peter Ripperger			8	1/1/20-12/31/2023	N	20.10		
Tax Receiver	Deirdre Casper			7	1/1/22-12/31/2025	N	33.62		
Judge	John Pappalardo			7	1/1/21-12/31/2024	N	3.50		
Judge	Sue Simon			7	1/1/20-12/31/2023	N	7.72	X	

On this 13th day of November, 2023

Signature: \_\_\_\_\_ Date enacted: November 13, 2023

I, Janet L. Donohue, clerk of the governing board of the Town of Lewisboro, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 13 day of November, 2023 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consisting of 5 members, and 5 of such members were present at such meeting and that 5 of such member voted in favor of the above of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Lewisboro on this \_\_\_\_ day of \_\_\_\_\_, 2023 and I certify that the posting of the resolution began on November 14, 2023 and continued for at least 30 days and that the Resolution was available to the public on the Town's website at [www.lewisborogov.com](http://www.lewisborogov.com) and on our official sign board at the Town Clerk's office.

Signature: \_\_\_\_\_ Date enacted: November 13, 2023



# LEWISBORO POLICE DEPARTMENT

David A. Alfano  
Chief of Police



79 Bouton Road  
South Salem, NY 10590

November 6<sup>th</sup>, 2023

Dear Supervisor Goncalves,

The Lewisboro Police Department is respectfully requesting a resolution from the Town Board to surplus the below three vehicles:

1. 1965 M105A2 1-1/2 ton, two wheel cargo trailer, VIN # 1881
2. 2014 Ford Explorer, VIN # 1FM5K8AR6EGB54573
3. 1997 M200A1 Generator chassis trailer equipped with MEP-805A S/N# FZ69672

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Alfano".

David A. Alfano  
Chief of Police

RESOLUTION ADOPTED BY THE TOWN BOARD  
OF THE TOWN OF LEWISBORO  
AT A MEETING HELD ON NOVEMBER 13, 2023

RESOLUTION

RESOLVED, that the Town Board does hereby authorize renewal of a cabaret license for LeChateau for a period of one year, subject to the Building Reports being received.

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 Board of Lewisboro at a meeting held on the 13th day of November, 2023, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.

---

Janet L. Donohue  
Town Clerk

Dated at South Salem, New York  
this 14th day of November 2023