



**AGENDA
TOWN OF LEWISBORO
TOWN BOARD MEETING
TOWN HOUSE
AUGUST 22, 2016
7:30 P.M.**

I. PUBLIC COMMENT PERIOD

II. CONSENT AGENDA

Approval of Minutes – August 8, 2016

III. NEW BUSINESS

- 1. Resolution Authorizing Supervisor's ACARC Application for Signage at
Leon Levy Preserve**
- 2. Resolution to Approve Agreement with Westchester County Regarding
STOP-DWI Patrol/Datamaster Project**
- 3. Resolution Approving Complete DOT Program Agreement with Partners in
Safety**
- 4. Discussion Regarding the Adoption of a Local Law to Modify the Hiring Age
of Part-time Police Officers and Setting of a Public Hearing**
- 5. Resolution Promoting Police Officer David Alfano to Police Sergeant on a
Provisional Basis**
- 6. Resolution Promoting Lt. Charles Beckett to the In-house Position of Police
Chief**

IV. APPROVAL OF CLAIMS

V. POLLING OF BOARD

VI. ANNOUNCEMENTS

Town Board Meeting on Monday, September 12, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.

VII. MOTION TO GO INTO EXECUTIVE SESSION

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

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

A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on Monday, August 8, 2016, at 7:30 p.m. at the Town House, 11 Main Street, South Salem, New York

PRESENT: Supervisor - Peter H. Parsons
Councilmen - Peter DeLucia, Frank Kelly, John Pappalardo, Daniel Welsh
Town Clerk - Janet Donohue
Absent - None

Also attending was the Attorney for the Town Anthony Mole', Highway Superintendent Peter Ripperger, Highway Secretary Cheryl Blamires and Facilities Maintenance Manager Joel Smith.

And approximately 2 residents/observers.

Mr. Parsons called the meeting to order at 7:34 p.m.

PLEDGE OF ALLEGIANCE

Supervisor Parsons led the Pledge of Allegiance to the flag.

PUBLIC COMMENT PERIOD

There were no public comments.

COMMUNICATIONS

KATONAH-LEWISBORO SCHOOLS – Budget Adopted, School Tax Levy and Elected School Board Members

Mr. Parsons read a memo from the Katonah-Lewisboro School District stating that at a special district meeting held on May 17, 2016 a school budget for the 2016-2017 fiscal year was adopted that requires a tax levy of \$92,825,737. The memo also stated that voters re-elected Jeffrey Holbrook and Richard Stone and elected Julia Hadlock who will serve a term of 3 years beginning July 1, 2016.

CONSENT AGENDA

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 to approve meeting minutes and to receive and file departmental reports.

MINUTES - Approved

On the above motion and second, the minutes of the July 25, 2016 Town Board meeting were approved.

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

REPORTS – Monthly Reports

On the above motion and second, the July, 2016 reports from the Building and Police Departments were received and filed.

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

HIGHWAY – Cornell Local Roads Program Presentation by intern Benjamin Diskin (7:37 – 7:57 p.m.)

The Cornell Local Roads Program intern, Benjamin Diskin, made a presentation to the Board regarding the Lewisboro Roads (see attached). Mr. Diskin worked with the Highway and Deputy Highway Superintendents over the summer to inventory the town's paved roads, visually assess their condition, develop maintenance and rehabilitation alternatives to restore the quality of the roads, assign repair alternatives to each road in the network, prioritize repair and maintenance needs, develop an organized strategy to accomplish road quality goals, and generate a five-year report and budget to carry out repairs and maintenance.

Board members and the Highway Department thanked Mr. Diskin for his hard work.

PUBLIC HEARING ANNOUNCED – Accessory Apartment Local Law

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Lewisboro, will hold a public hearing on September 12, 2016 at 7:30 p.m. or soon thereafter as time permits, at the Lewisboro Town House, 11 Main Street, South Salem, New York, for the purpose of hearing the public with regard to amending Chapter 220, Section 220-23, entitled "Schedule of regulations for residential districts" and Section 220-40, entitled "Accessory apartments" to allow accessory apartments and accessory dwellings as a permitted accessory use in the Town of Lewisboro.

BICYCLE TOUR – Authorize Westchester Cycle Club

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted as follows:

THE VOTE:	Yes	- DeLucia, Kelly, Pappalardo, Parsons, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Board does hereby grant permission for the 34th Golden Apple Bicycle Tour which will pass through Lewisboro on Sunday, October 9, 2016, pending proper insurance.

REFUSE LICENSE – AAA Carting and Rubbish Removal, Inc.

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted as follows:

THE VOTE:	Yes	- Parsons, DeLucia, Kelly, Pappalardo, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Clerk is hereby authorized to issue a Commercial and Residential refuse license to AAA Carting and Rubbish Removal, Inc., for a period of one year ending August 25, 2017.

REFUSE LICENSE - Winters Brothers Hauling of CT, LLC

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted as follows:

THE VOTE:	Yes	- Parsons, DeLucia, Kelly, Pappalardo, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that the Town Clerk be and hereby is authorized to issue a Commercial and Residential refuse license to Winters Brothers Hauling of CT, LLC, for a period of one year ending August 4, 2017.

CLAIMS – Authorized for Payment

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 to authorize payment of the Town's bills in the amount of \$747,748.32, with the exception of claim number 43927 which is the final payment to Sport-Tech Construction Corp. in the amount of \$19,550 for the basketball courts at the Town Park. On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 to authorize the final payment to Sport-Tech Construction once the Town Engineer inspects and signs off the finished basketball courts.

POLLING OF THE BOARD

RAIL TRAIL – Goldens Bridge

Mr. Welsh stated that he met with a Jan Johannsen from Kellard Sessions in Goldens Bridge to discuss the rail trail project. Mr. Welsh also stated that NYSEG is also interested in being a community sponsor for this project.

BASKETBALL COURTS – Completed

Mr. Kelly stated that the new basketball courts at the Town Park are very nice. He stated that it is hard to get the lights on and off. Mr. DeLucia stated that he thought they were on a timer. Mr. Kelly also stated that the basketball hoops need new nets as well. Mr. DeLucia will mention this to the Parks and Recreation Superintendent, Dana Mayclim.

TOWN POOL COMPLEX – Long Term Plan

Mr. DeLucia stated that he thinks that it is time to start looking at the Town Pool Complex. He feels that just like the roads, the town needs to have a long term plan for the pool complex. The bathhouses need to be looked at along with the filter room. He feels that it is an integral part of the summer fabric of the town. Mr. DeLucia feels that we need to have a better maintenance program on the pool complex area.

VANDALISM – Planters and Cross Country Trail

Mr. Parsons stated the plants that the Garden Club maintains were stolen out of the containers that flank the Bailey's Monument at the corner of Route 35 and Route 121 across from the Fifth Division Market.

Mr. Parsons also stated that someone took the materials that are being used to build the Cross Country trail behind Michelle Estates and threw them into the stream.

MEETINGS – Date Set

There will be a Town Board meeting on Monday, August 22, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem, New York.

EXECUTIVE SESSION – To Discuss Litigation Issues

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 5-0 to go into executive session at 8:14 p.m. to discuss litigation issues.

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to come out of executive session at 9:00 p.m.

TOWN OFFICIALS AND EMPLOYEES – Step Increase for Chris Curran

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted as follows:

THE VOTE:	Yes	- Parsons, DeLucia, Kelly, Pappalardo, Welsh	(5)
	No	- None	(0)
	Absent	- None	(0)

RESOLUTION

RESOLVED, that Chris Curran be and hereby is moved to Caretaker Step D of the Maintenance Department's collective bargaining agreement at the rate of \$34.86 per hour effective October 3, 2016.

ADJOURNMENT

On motion by Mr. Parsons, seconded by Mr. DeLucia, the Board voted 5-0 to adjourn at 9:02 p.m.

Janet L. Donohue
Town Clerk

ARCHITECTURE AND COMMUNITY APPEARANCE
REVIEW COUNCIL
TOWN OF LEWISBORO
Application Form

Date: 8/18/16 Cal. #. ____ - ____ ACARC/ ____

Property Address: LEON LEUY PRESERVE

Tax ID: Sheet ____ Block 10263 Lot 10, 11, 12, 13 Zone 2AURE

Description for proposal: TWO SIGNS TO EXPLAIN INVASIVE SPECIES REMOVAL PROGRAM

APPLICANT(S):

Name: TOWN OF LEWISBORO

Address: 11 MAIN STREET, SOUTH SALEM, NY

Phone # (h): ____ (w) 914-763-3151 (c) ____

Email: superior@lewisboronyc.com please circle preferred contact: email or phone (h) (w) (c) (w)

Signature of applicant: [Signature]

OWNERS OF RECORD (if different from applicant)

Name: ____

Address: ____

Phone # (h): ____ (w) ____ (c) ____

Email: ____ please circle preferred contact: email or phone (h) (w) (c)

Signature of Owner(s) of Record: ____

Referred to ACARC by: (check one)

Bldg Inspector: ____ Town Board: ☒ Planning Board: ____ Zoning Board of Appeals: ____ Other: ____

Reason for Referral: (check one)

Special Character Overlay ____ Commercial Lot ____ Fence ____ Sign ☒ Multi Family ____ Other ____ (specify) ____

Application to be accompanied by six (6) copies of survey, plans, drawings, or any other pertinent information, including proposed colors, materials, dimensions, landscaping, etc. Failure to supply this information may result in the unnecessary delay or denial of this application.

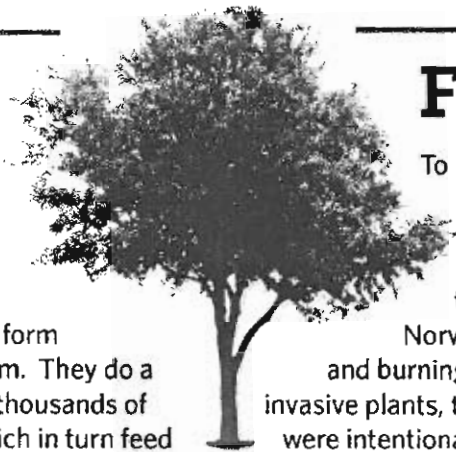
Fees: **Cosmetic Changes (incl signs) \$27** **Fence Review \$52** **Construction, Addition, Renovations \$102**

Application Fee Received: Amt: ____ Check# ____ or Cash ____ Receipt# ____

Materials Received: Digital ____ Drawings ____ Site Map ____ Mat'l Board ____ Photos ____ Other ____

Forest Stewardship

Our goal here is to restore a variety of native plants to our forest. WHY? Our native plants have coevolved together to form a complex living system. They do a superb job of feeding thousands of species of insects, which in turn feed the rest of the forest.



To restore our native plants we have removed two invasive plants from the area:

Norway maple trees and burning bush. Like many invasive plants, these species were intentionally brought to the USA for the horticultural trade

and are prized because bugs don't eat them. This is exactly why they are bad for our ecosystems. **THEY FAIL TO FEED OUR BUGS!**

We observed many native plants growing here as soon as we removed the large invasive trees and shrubs. We will protect the woody plants from deer until they are fully established.

You can help restore our forests by managing your backyards as if it were an extension of the preserve. Please plant native plants that benefit wildlife. For more info visit: bringingnaturehome.net.

This stewardship project and sign are generously underwritten by the Jerome Levy Foundation.



Westchester Land Trust

It matters what you plant in your backyard.

Research shows that native ornamental plants support 29 times more animals than non native ornamentals.



Plant Group	Number of Caterpillar Species Supported
Oak	534
Cherry	456
Willow	455
Birch	413
Poplar	368
Maple	285



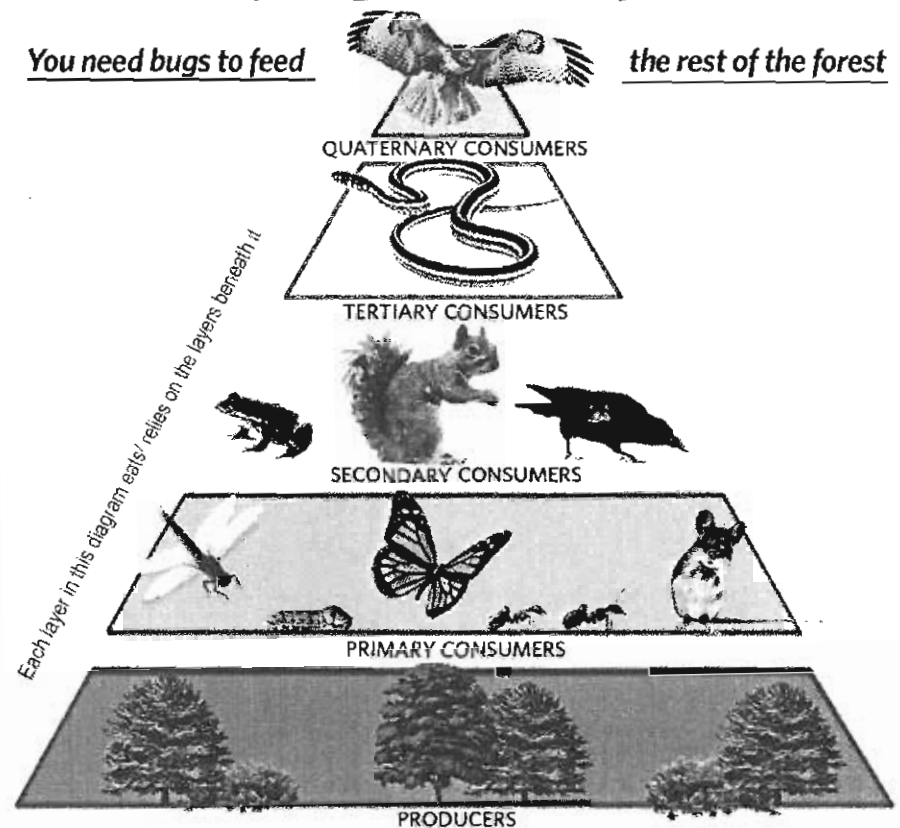
DID YOU KNOW?

Over 90% of a baby bird's diet consists of caterpillars.
Fewer caterpillars = Fewer birds.

Any 5th grader can tell you...

You need bugs to feed

the rest of the forest



Westchester Land Trust



Follow us on Facebook!
[facebook.com/WLTrust](https://www.facebook.com/WLTrust)



We're on Instagram!
[@WestchesterLandTrust](https://www.instagram.com/WLTrust)

Lewisboro: 2016-2020-23

THIS 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") Acting by and through its Department of Public Safety Services (hereinafter referred to as the "Department")

And

**Town of Lewisboro
20 North Salem Road
South Salem, NY 10590**

_____ a municipal corporation of the State of New York having an office and place of business at _____, New York _____ acting by and through the _____ Police Department, (hereinafter referred to as the "Municipality").

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A," which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A" (hereinafter the "Work").

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the

general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or his designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2016 and continue through December 31, 2020.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligent or intentional acts, errors and omissions or willful misconduct of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of the negligent or intentional acts, errors and omissions or willful misconduct of 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 arising out of the negligent or intentional acts, errors and omissions or willful

misconduct of the Municipality or third parties under the direction and control of the Municipality and to bear all other costs and expenses related thereto.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its

completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

9. 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 delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as 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. Notices shall be sent to the following:

To the County:

Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

Director, Drug Abuse Prevention & STOP-DWI
112 E. Post Road, 3rd Floor
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

10. 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.

11. 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.

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

BY: _____
GEORGE N. LONGWORTH
Commissioner – Sheriff of Public Safety

MUNICIPALITY

BY: _____
Name & Title

Approved by the Westchester County Board of Legislators on the 30th day of March, 2016 by Act No. 39-2016.

Approved by the Westchester County Board of Acquisition and Contract on the 26th day of May, 2016.

Approved as to form and manner of execution

Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 201 _____ 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 WESTCHESTER)

On the _____ day of _____ in the year 201____ 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

SCHEDULE A

STOP-DWI PATROL PROJECT

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. **It cannot be used to replace any regular, normal or routine patrol**. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required before the checkpoint is conducted.

Patrol Project Reimbursement Documentation Packet - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report **ONLY** if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS**

CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS. The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$75.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, STOP-DWI
112 E. Post Road
3rd Floor
White Plains, New York 10601**

ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.

SCHEDULE B
STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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 minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

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 of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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.

SCHEDULE "C"
Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

2016
Complete DOT Program Agreement

ID 8518

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$35.50 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab (50% of employees)
- All random alcohol tests using approved evidential breath testing device (10% of employees)
- GC/MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- Blind Specimen Submissions
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:	\$ 48.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 83.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• offices of Partners In Safety:	\$ 78.00 per test
• approved walk-in medical facility:	\$ 108.00 per test
DOT Breath Alcohol test at offices of Partners In Safety:	\$ 38.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 55.00 per test
DOT/19A physical performed at offices of Partners In Safety:	\$ 60.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 250.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 150.00 per hour (minimum of 2 hours, plus the cost of the test)

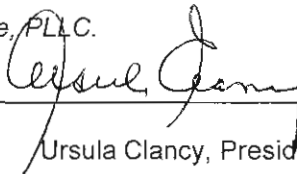
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature and Title _____

Client: Town of Lewisboro

Date: _____



Ursula Clancy, President

Partners In Safety, Inc.