



**AGENDA  
TOWN OF LEWISBORO  
TOWN BOARD MEETING  
TOWN HOUSE  
SEPTEMBER 12, 2016  
7:30 P.M.**

**I. PUBLIC COMMENT PERIOD**

**II. COMMUNICATIONS – Scheduled for 8:30 p.m.**

- 1. Recognition of Advancement of Police Officer David Alfano to the Position of Sergeant**
- 2. Recognition of Advancement of Police Officer Charles Beckett to the Position of In-house Chief of Police**

**III. PUBLIC HEARING Regarding Hiring Age of Part-Time Police Officers**

**IV. PUBLIC HEARING Regarding Accessory Apartments**

**V. CONSENT AGENDA**

- 1. Approval of Minutes – August 22, 2016**
- 2. Monthly Reports August 2016**
  - i. Building Department**
  - ii. Police Department**

**VI. NEW BUSINESS**

- 1. Resolution Authorizing Supervisor to Sign the 2015 Senior Citizens Nutrition Program Memorandum of Agreement with Somers and North Salem**

2. Resolution to Approve Change Order for Drainage at the Town Park  
Basketball Court
3. Resolution Approving Proposal of the Lewisboro Land Trust to Add a  
Reflection Garden at Old Field Preserve
4. Discussion Regarding the Addition of a Stop Sign on Old Bedford Road at  
Meadow Street and Setting a Public Hearing Regarding
5. Resolution Authorizing Supervisor to Sign the School Resource Officer  
(SRO) Agreement with the Katonah-Lewisboro School District
6. 2017 Budget Discussion - Highway Department

#### **VII. APPROVAL OF CLAIMS**

#### **VIII. POLLING OF BOARD**

#### **IX. ANNOUNCEMENTS**

**Town Board Meeting on Monday, September 26, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem.**

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

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

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

LOCAL LAW NUMBER \_\_-2016 OF THE TOWN OF LEWISBORO

SECTION 1 -- TITLE

This Local Law shall be known as 2016 Amendments to Chapter 50, entitled Officers and Employees: in order to enact Article IV of Chapter 50 entitled "Age Restrictions for Part-Time Patrolmen."

SECTION 2 -- ADOPTION

Now therefore be it enacted by the Town Board of the Town of Lewisboro Local Law \_\_-2016 that this law shall take effect immediately upon its passage:

SECTION 3 – OFFICERS AND EMPLOYEES

ARTICLE IV of Chapter 50, Officers and Employees, is hereby enacted to read as follows:

**ARTICLE IV**  
**Age Restrictions for Part-Time Patrolmen**

**§50-16. Purpose.**

It is the purpose of this article to modify the requirements of Section 18 of the Session Laws of New York (1936), Chapter 104 entitled An Act Providing for the Establishment, Organization and Operation of Police Departments in the Towns of Westchester County, Section 18 entitled Part-Time Patrolmen which provides in part that such part-time patrolmen at the time of appointment must be at least twenty-one (21) years of age and not more than forty-five (45) years of age.

**§50-17. Authority.**

This article is enacted pursuant to the provisions of Section 10 of the Municipal Home Rule Law.

**§50-18. Age Restrictions for Part-Time Patrolmen.**

In the Town of Lewisboro, Westchester County, part-time patrolmen at the time of appointment must be at least twenty-one (21) years of age and not more than sixty (60) years of age.

#### SECTION 4 – HOME RULE

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

#### SECTION 5 -- SEVERABILITY

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

#### SECTION 6 – EFFECTIVE DATE

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

Dated: September , 2016

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

JANET DONOHUE, TOWN CLERK

TOWN OF LEWISBORO

LOCAL LAW NUMBER \_\_-2016 OF THE TOWN OF LEWISBORO

AMENDMENT TO CHAPTER 220, SECTIONS 220-23 AND 220-40 OF THE LEWISBORO  
TOWN CODE

BE IT ENACTED by the Town Board of the Town of Lewisboro, Westchester  
County, New York, as follows:

**Section 1.** Chapter 220, Subsection D(12) and D(13) of Section 220-23, entitled  
“Schedule of regulations for residential districts,” is hereby amended to read as follows:

**§ 220-23. Schedule of regulations for residential districts.**

D. Permitted accessory uses. Uses or structures customarily incidental to any permitted  
principal use are permitted, provided that such accessory use shall not include any  
activity commonly conducted for gain, except as hereinafter excepted, or any private way  
or walk giving access to such activity. Permitted accessory uses are as follows:

- (12) Accessory apartments.
- (13) Accessory residence dwelling.

**Section 2.** Chapter 220, Section 220-40, entitled “Accessory apartments,” is  
hereby amended to read as follows:

**§ 220-40. Accessory apartments.**

It is the specific purpose and intent of this section to allow accessory apartments on one-family  
parcels of minimum size of ½ acre to provide the opportunity for the development of affordable  
housing AFFH units ~~to meet the needs of the elderly, the young, persons of middle income, and  
the relatives or domestic employees of the owners of the principal residence.~~ It is also the  
purpose of this ~~limited, special use~~ provision to allow more efficient use of the Town’s existing  
~~stock of dwellings and the Town’s existing stock of accessory buildings, and to afford existing~~

residents the opportunity to remain in large, underutilized houses by virtue of the added income ~~for them from an~~ produced by accessory apartments, and to protect and preserve property values in the Town of Lewisboro. To help achieve these goals to promote the other objectives of this chapter and of the Town Development Plan, the following specific standards and limitations are set forth for such accessory apartment use.

- G. **Assessment.** The property which contains any accessory apartment shall be assessed in the manner authorized by the State of New York. If the owner of an accessory apartment has agreed to register the apartment as a middle-income apartment and to limit the monthly rent to the amount set forth in §220-26(F)(4) of this chapter, or if the accessory apartment is an affordable housing unit, the assessor shall take the limitation on rental income into account in determining the amount, if any, the accessory apartment will add to the assessed value of the property.

**Section 3.** If any provision of this Local Law is declared illegal, unconstitutional or unenforceable by a court of competent jurisdiction, the remainder of this Local Law shall be declared to have been separately adopted and shall remain in full force and effect.

**Section 4.** This local law shall take effect immediately upon filing in the Office of the Secretary of State of the State of New York.

Dated: \_\_\_\_\_, 2016

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

JANET L. DONOHUE, TOWN CLERK

A meeting of the Town Board of the Town of Lewisboro, Westchester County, New York, was held on Monday, August 22, 2016, at 7:30 p.m. at the Town House, 11 Main Street, South Salem, New York

PRESENT: Supervisor - Peter H. Parsons  
Councilmen - Frank Kelly, John Pappalardo, Daniel Welsh  
Town Clerk - Janet Donohue  
Absent - Peter DeLucia

Also attending was the Attorney for the Town Jennifer Herodes, Facilities Maintenance Manager Joel Smith and Confidential Secretary/Benefits Coordinator Mary Hafter.

And approximately 4 residents/observers.

Mr. Parsons called the meeting to order at 7:33 p.m.

PLEDGE OF ALLEGIANCE

Supervisor Parsons led the Pledge of Allegiance to the flag.

PUBLIC COMMENT PERIOD

There were no public comments.

COMMUNICATIONS

TOWN OFFICES – Closing Early on September 1, 2016

Supervisor Parsons announced that all town offices would be closing at 1 p.m. on Friday, September 2, 2016.

DEPARTMENT OF TRANSPORTATION (DOT) – Repairs

Mr. Parsons stated that the DOT will be doing repairs on Route 684. Mr. Parsons asked for noise barriers however, that request was denied. The DOT is going to repair the existing noise barriers. Mr. Parsons has written to the legislators to get their help for the replacement of noise barriers.

CONSENT AGENDA

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 4-0 to approve minutes.

MINUTES - Approved

On the above motion and second, the minutes of the August 8, 2016 Town Board meeting were approved.

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

ACARC APPLICATION - Leon Levy

On motion by Mr. Welsh, seconded by Mr. Pappalardo, the Board voted as follows:

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

RESOLUTION

RESOLVED, that the Town Board does hereby authorize the submission of the Supervisor's ACARC application for signage at the Leon Levy Preserve which explains the invasive species removal program.

WESTCHESTER COUNTY AGREEMENT – STOP-DWI Patrol/Datamaster Project

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

THE VOTE:	Yes	- Parsons, , Kelly, Pappalardo, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

RESOLUTION

RESOLVED, that the Town Board does hereby approve the agreement with Westchester County regarding STOP-DWI Patrol/Datamaster project and be it also

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign said agreement.

COMPLETE DOT PROGRAM – Agreement

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

THE VOTE:	Yes	- Parsons, , Kelly, Pappalardo, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

RESOLUTION

RESOLVED, that the Town Board does hereby approve the Complete DOT program agreement and be it also

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign said agreement.



CEMETERIES – Authorize Transfer of Ownership

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

THE VOTE:	Yes	- Parsons, , Kelly, Pappalardo, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

RESOLUTION

RESOLVED, that the Town Board does hereby approve the transfer of Graves #1 and #2 in Plot 130 in the South Salem Cemetery Section B from Joseph Tavalocci to Louisa Tine'.

ROAD CLOSURE – Block Party

Lake Waccabuc Association sent a letter requesting permission to close Lakeview Road on Sunday, September 4, 2016 at 4 p.m. for a community block party.

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

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

RESOLUTION

RESOLVED, that the Town Board does hereby grant permission for the Lake Waccabuc Association to close Lakeview Road on Sunday, September 4, 2016 at 4 p.m. for a community block party.

TOWN OFFICIALS AND EMPLOYEES - Police Chief

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

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

RESOLUTION

RESOLVED, that Lt. Charles Beckett is promoted to the in-house position of Police Chief as of September 1, 2016.

TOWN OFFICIALS AND EMPLOYEES - Police Sergeant

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

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

### RESOLUTION

RESOLVED, that Police Officer David Alfano is promoted to Police Sergeant on a provisional basis as of September 1, 2016.

### GOLDENS BRIDGE – Old Bedford Road Traffic

Mr. Welsh stated that he has been going back and forth with the Old Bedford Road neighborhood regarding changing the traffic pattern at the southernmost triangle to help with the volume of cars and speed at which the cars are traveling. Mr. Welsh described it as a type of a roundabout. Mr. Welsh and the Highway Superintendent, Peter Ripperger, did go out to look at the road along with the neighborhood representative Kate Barker. They were looking at measures that wouldn't be huge capital investments. They feel that this would help to calm the traffic especially around the time when school is getting out and when people are trying to get to classes at the art center.

Mr. Welsh would also like to see the wider portion of the road, which is closer to the train station, narrowed to send the signal that you are coming in to a neighborhood.

Mr. Welsh would ultimately like to see the speed lowered to 25 MPH.

Mr. Parsons stated that there will be another on site meeting on September 1st regarding this situation.

### PUBLIC HEARING ANNOUNCED – Modifying the Hiring Age of Part-time Police Officers Local Law

Mr. Parsons stated that he is suggesting we adopt a local law modifying the hiring age of part-time police officers from 45 to 55 years of age. Mr. Parsons stated in 2008 other towns around us passed this law however our Town did not.

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

THE VOTE:	Yes	- Kelly, Pappalardo, Parsons, Welsh	(4)
	No	- None	(0)
	Absent	- DeLucia	(1)

### 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 50 entitled "Officers and Employees" stating that at

the time of appointment police officers in the Town of Lewisboro must be at least twenty-one (21) years of age and not more than fifty-five (55) years of age.

PUBLIC COMMENT PERIOD (Re-opened) - Sewage (7:52 – 8 pm)

Diane Reiter, who lives on Stone Meadow in Oakridge, stated that there has been an ongoing issue with the sewage in Oakridge and on June 30, 2016, the sewage company had to come out to handle a huge backup on Fox Hill Road.

Mr. Parsons has been told by the company that handles the sewage, VRI that a public relations campaign needs to take place in Oakridge explaining that wipes should not be discarded down the toilets. The Oakridge sewer plant is designed to accept sewage and toilet paper, not wipes. When there have been problems, the reason is usually the wipes. Mr. Parsons is prepared to come to the association to discuss this problem. Mr. Parsons stated that the problem will continue to exist until the wipe situation is handled.

Mr. Reiter will try to spread the word. The Board suggested including an educational mailing in the next water bill.

Joel Smith stated that they should also look at grease traps from the businesses and make sure that the capacities are suitable. Mr. Smith will speak with our consultants. He will get them out there within a week to take a look at the grease traps.

The Board asked Mr. Smith to report back to them as to the feedback from the engineer.

CLAIMS – Authorized for Payment

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 4-0 to authorize payment of the Town's bills in the amount of \$209,851.91.

POLLING OF THE BOARD

RAIL TRAIL – Goldens Bridge

Mr. Welsh stated that he received a notice from the DEP and they had approved it, but he is waiting on clarity as to what they actually approved. However he felt that this was a good sign.

STATE TAX CAP – Need to Discuss

Mr. Kelly stated that the Board should discuss the state tax cap very shortly.

CAPITAL WORK – Performance Bond

Moving forward, Mr. Kelly suggested having a clause in all Request for Proposals (RFPs) that requires a performance bond or insurance. One of the companies that we used went bankrupt and left the town with no recovery. Mr. Pappalardo agreed. This will be discussed at a future meeting.

SOLAR POWER ASSESSMENT – Onatru Farm

Mr. Kelly would like to have a solar power assessment conducted at Onatru Farm. What would the cost and return be for the town? Mr. Welsh does have some contacts and will start working on this.

PARKS & RECREATION – Shared Services with North Salem

Mr. Kelly stated that a while back the Board talked about sharing Parks and Recreation programs with North Salem, NY. Mr. Parsons stated that they have been working more and more closely with them. They are just about ready to begin sharing the senior bus service with North Salem, at a price. Mr. Kelly would like to see it go further and talk about an Inter Municipal Agreement (IMA) and merging the two Parks and Recreation departments.

CREDIT CARD ACCEPTANCE – Town Wide

Mr. Kelly asked where we were on the acceptance of credit cards. Currently, the Town Clerk's office and the Court are the only departments that accept credit card payments. He would like to get our bank vendor in to discuss credit card acceptance throughout the town. Mr. Kelly questioned why residents are not able to sign up for programs via online and pay for these programs via online. Mr. Parsons will discuss with the Parks and Recreation Superintendent.

MEETINGS – Date Set

There will be a Town Board meeting on Monday, September 12, 2016 at 7:30 p.m. at the Town House, 11 Main Street, South Salem, New York.

EXECUTIVE SESSION – To Discuss Legal and Land Issues

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 4-0 to go into executive session at 8:10 p.m. to discuss legal and land issues.

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 4-0 to come out of executive session at 9:49 p.m.

ADJOURNMENT

On motion by Mr. Parsons, seconded by Mr. Kelly, the Board voted 4-0 to adjourn at 9:50 p.m.

Janet L. Donohue  
Town Clerk

## MONTHLY REPORT AUGUST 2016

Quantity	Bld Permit	Permit	CC/CO	RM	EQ
14	Res Minor Work	\$ 1,950.00	\$ 580.00	\$ 26.00	\$ 200.00
1	Res ADD	25100.00	25000.00	2.00	0.00
1	Res Acc Str	200.00	200.00	0.00	0.00
6	Res Alt	5670.00	5270.00	12.00	100.00
1	Res New	6860.00	6760.00	2.00	0.00
	Res Renew	0.00	0.00	0.00	0.00
	Comm Alt/Add	0.00	0.00	0.00	0.00
1	Comm Minor	300.00	200.00	2.00	0.00
1	ZBA	500.00	0.00	2.00	0.00
	Other Permits	0.00	0.00	0.00	0.00
	220-76C	0.00	0.00	0.00	0.00
8	Wetlands/EQ	1500.00	750.00	0.00	50.00
2	Civil Penalty	500.00	0.00	0.00	0.00
20	Copies	5.00	0.00	0.00	0.00
	Misc	0.00	0.00	0.00	0.00

<b>Total</b>	<b>\$ 42,585.00</b>	<b>\$ 38,760.00</b>	<b>\$ 46.00</b>	<b>\$ 350.00</b>
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<b>Total Receipts :</b>	<b>\$ 81,741.00</b>
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<b>Total Deposits:</b>	<b>\$ 81,741.00</b>
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Bldg Insp: Pamela Smith

Date: 8/25/16

Total: \$ 81,741.00

81741

Difference

Res. MW	BP	CC	RM	EQ	Residential Add	BP	CO	RM	EQ	
Feigenbaum	110		20	2	50	WPL, Inc.	25,100	25000	2	0
McInerney	140		40	2	0					
Russo	240		140	2	0					
Dardani	120		20	2	0					
O'Connor	120		20	2	0					
Bienenstock	170		70	2	0					
Rudy	110		20	2	0					
Sotherden	110		20	2	0					
Ferrara/Reitman	130		30	0	50					
Westbrook	150		50	2	0					
Donahue	170		70	2	0					
Hayes	130		30	2	50					
McDermott	120		20	2	0					
Handler	130		30	2	50					
Column Total							25100	25000	2	0
Subtotal							50102			
Comm. MW		BP				CO	RM		EQ	
New Cingular							300	200	2	0
Column Total							300	200	2	0
Subtotal							502			
Res. Alt		BP				CO	RM		EQ	
Sandford							300	200	2	0
McHugh							110	20	2	50
Baugnon							990	890	2	0
Ferrara/Reitman							1500	1400	2	50
Doernberg							400	300	2	0
Housing Action							2370	2460	2	
Column Total							5670	5270	12	100
Subtotal							11052			
Res. New		BP				CO	RM		EQ	
Rosenberg							6,860	6760	2	0
Column Total							6860	6760	2	0
Subtotal							13622			
220-76C		BP				CO	RM		EQ	

Column Total	0	0	0	0
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Subtotal	0
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Res Renewal	BP	CO	RM	EQ
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Column Total	0	0	0	0
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Subtotal	0
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Wetland	W/P	S/W	EQ
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Domoto	0	0	50
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Cruz	150	0	0
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Wassner	150	0	0
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Lasota	150	0	0
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Fiorilli	150	0	0
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WPL, Inc.	0	450	0
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Ferrara/Reitman	150	300	0
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Bridwell	750	0	0
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Column Total	1950	580	26	200
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Subtotal	\$ 2,756.00
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Column Total	1500	750	50
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Civil Penalty	CP
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Subtotal	2300
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Doernberg	250
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Westbrook	250
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Other Permits	BP	CC	RM	EQ
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Subtotal	500
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Comm. Add/Alt	BP	CO/CC	RM	EQ
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Column Total	0	0	0	0
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Subtotal	0
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ZBA	Permit Application	RM
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Carelli	500	2
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Column Total	0	0	0	0
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Subtotal	0
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Misc	BP	CO/CC	RM	EQ
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Column Total	0	0	0	0	Columnn Total	500	0	2	0
Subtotal	0				Subtotal	502			
<b>Cash</b>					<b>Res. A/S</b>	<b>BP</b>	<b>CO</b>	<b>RM</b>	<b>EQ</b>
Copies	5				Bridwell	200	200	0	0
					Column Total	200	200	0	0
Subtotal	5				Subtotal	400			



**PATROL ACTIVITY 2016**

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
<b>INCIDENTS REPORTED</b>													
Auto Accidents	15	20	12	15	16	21	10	23	0	0	0	0	132
Aided Cases	28	31	16	20	33	26	47	33	0	0	0	0	234
Alarms	35	47	27	31	34	34	44	37	0	0	0	0	289
Animal	8	3	4	9	11	9	6	4	0	0	0	0	54
Assist Other Depts.	14	9	10	5	5	11	11	9	0	0	0	0	74
Burglary	0	0	0	0	1	0	1	0	0	0	0	0	2
Civil Complaints	0	2	1	0	1	1	1	1	0	0	0	0	7
Criminal Activity	1	0	0	1	1	1	0	1	0	0	0	0	5
Domestic Incidents	4	1	3	4	3	2	1	1	0	0	0	0	19
Drug Related Activity	3	2	3	1	0	0	1	0	0	0	0	0	10
Harassment	0	0	0	2	2	2	2	4	0	0	0	0	12
Larceny	2	1	3	1	2	2	3	2	0	0	0	0	16
Fingerprints	3	3	6	2	4	4	3	0	0	0	0	0	25
Fire	8	1	3	3	3	3	2	2	0	0	0	0	25
Property Lost / Found	2	6	1	3	3	4	2	2	0	0	0	0	23
Utilities	2	6	3	3	6	3	2	0	0	0	0	0	25
Miscellaneous	11	14	22	15	19	22	20	12	0	0	0	0	135
Mischief / Vandalism	2	5	2	3	4	3	1	5	0	0	0	0	25
Summons / Papers Served	6	2	4	2	2	4	2	4	0	0	0	0	26
Suspicious Activity	0	3	11	11	7	6	5	16	0	0	0	0	59
Trespass	0	0	2	0	0	2	1	0	0	0	0	0	5
Vehicles	10	17	12	11	13	17	6	9	0	0	0	0	95
<b>MONTHLY TOTALS</b>	<b>154</b>	<b>173</b>	<b>145</b>	<b>142</b>	<b>170</b>	<b>177</b>	<b>171</b>	<b>165</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1297</b>
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
D.W.I Arrests	0	1	1	0	0	0	0	1	0	0	0	0	3
Parking Summons	24	4	2	14	20	37	48	52	0	0	0	0	201
Appearance Tickets	5	4	14	3	4	2	2	0	0	0	0	0	34
<b>MONTHLY TOTALS</b>	<b>29</b>	<b>9</b>	<b>17</b>	<b>17</b>	<b>24</b>	<b>39</b>	<b>50</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>238</b>
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
<b>VEHICLE AND TRAFFIC TICKETS</b>													
Speeding	17	17	26	13	17	12	14	7	0	0	0	0	123
Agg. Unlicensed	1	3	8	2	3	2	2	1	0	0	0	0	22
Stop Sign	10	0	7	2	11	1	8	0	0	0	0	0	39
Seat Belts	11	12	12	11	10	13	19	8	0	0	0	0	96
Cell / Text	2	5	3	2	1	0	0	1	0	0	0	0	14
Other	4	94	117	92	68	103	100	92	0	0	0	0	670
Parking	23	4	7	18	19	21	44	52	0	0	0	0	188
App Ticket	4	3	8	3	4	0	4	1	0	0	0	0	27
<b>MONTHLY TOTALS</b>	<b>72</b>	<b>138</b>	<b>188</b>	<b>143</b>	<b>133</b>	<b>152</b>	<b>191</b>	<b>162</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1179</b>

2015  
**MEMORANDUM OF AGREEMENT AMONG THE**  
**TOWNS OF SOMERS, LEWISBORO, AND NORTH SALEM,**  
**with regard to**  
**THE SENIOR CITIZEN NUTRITION PROGRAM**

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

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

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

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

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

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

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

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

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

The Town of Lewisboro agrees to pay the Town of Somers the sum of \$13,345 and the Town of North Salem agrees to pay the Town of Somers the sum of \$21,434 as indicated in the schedule below:

	<i>III-C-1</i>	<i>S.N.A.P</i>	<u><i>Total</i></u>
<i>Lewisboro</i>	<i>\$ 0</i>	<i>\$13,345</i>	<i>\$13,345</i>
<i>North Salem</i>	<i>\$4,450</i>	<i>\$16,984</i>	<i>\$21,434</i>
<i>Somers</i>	<i>\$69,716</i>	<i>\$90,987</i>	<i>\$160,703</i>

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

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

The period of time covered by this agreement is from January 1, 2015 to December 31, 2015.

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Rick Morrissey, Town Supervisor  
Town of Somers

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Peter Parsons, Town Supervisor  
Town of Lewisboro

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Warren Lucas, Town Supervisor  
Town of North Salem

## Proposal for Reflection Garden at Old Field Preserve – from Lewisboro Land Trust

In 2003 the 100-acre "Houlihan Property" on Mead Street in Waccabuc became Old Field Preserve. The parcel was set to be developed into 17 homes when the Waccabuc community came together to raise the funds to purchase it. Community money was leveraged with town, county, and state money, and the parcel was successfully purchased and donated to the Town and County.

Since 2003, trails have been expanded, new trails have been added, the trails have been maintained by the town, and a kiosk and parking area have been added and expanded. In recent months, it has been suggested to the Lewisboro Land Trust (LLT) that the unique ecosystems of Old Field could be highlighted by a carefully curated introduction of education and inspirational signage\*\* (more below) and in addition, a small "garden" for reflection. **This proposal asks your permission to create the garden.** This natural garden would be used by the community for listening, learning, resting, reading, reflecting, strolling, and meditating. (The garden is described more fully below\*) LLT has, in recent years, been involved in the promotion of nature as a defense against stress, depression, anxiety and ADD/ADHD in children. LLT has sponsored lectures by experts in this field and presented research that bears out the benefits of being in nature. The LLT believes, therefore, that it was a perfect match to have a place in our town where reflection/meditation can be integrated with nature.

We have selected a spot at Old Field Preserve. We hope this spot will be a place where visitors can stroll as well as sit. We want it to be a spot that can be used as an outdoor classroom and one that will be handicapped-accessible and stroller-accessible for young families.

Mrs. Al DelBello has agreed to underwrite the full cost of the garden in memory of her husband who was instrumental in Old Field Preserve's preservation and who was a major advocate of open space in Lewisboro. A simple sign would indicate this donation. There would be no cost whatsoever to taxpayers for the creation or maintenance of the garden.

### \*Description of the Garden (Phase A):

The garden is a short easy walk from the parking area (1/10th mile). It is a flat area under a large tree, just off the main path, and measures 40' x 25'. A handicapped-accessible path would lead into the garden and circle it. The field around the tree is a beautiful meadow with lots of wildflowers; the tree has a wide canopy, and a short path leads from the tree area back to the trail on the other side. The garden would be beneath the shade of the tree, with only a 4' path around it, with native ferns in the middle (the middle measures approximately 30' x 15'). The material for the path would meet ADA guidelines, and likely will be fine mulch. Weed-barrier cloth would be laid down underneath. Two small natural benches would be placed under the tree. One caveat is that the garden will be maintenance-free and entirely natural/organic in design. Our landscape designer, Pam Pooley, has done a preliminary design, and estimates that the project will cost about \$4500.

The installation of the garden has the enthusiastic support of the preserve's stewards, Joe Tansey and Jim Nordgren, as well as Dean Travalino who is on the town's ADA committee. LLT is seeking permission from The Lewisboro Town Board, Parks Department, OSPAC and ACARC Committees and the County of Westchester.

### \*\*More on the Nature Trail Signage (Phase B):

For 2017, the LLT is also in the preliminary stages of a project that would add signage to an existing Old Field trail, highlighting its unique biodiversity as well as inspiring the hiker to reflect on the beauty of nature and the serenity it inspires. The number, content and placement of signs is still in the early development stages. The appearance of the signs will be coordinated with the town of Lewisboro. This project would be funded by private sources and will be designed to require minimal maintenance. The kiosk, which is in disrepair would also be replaced, highlighting the history of the property and how it came to be preserved, through the cooperative effort of the town, county, land trust and individuals.



LEWISBORO  
land trust

*Linking people  
to the land*

# Old Field Preserve Trail Map

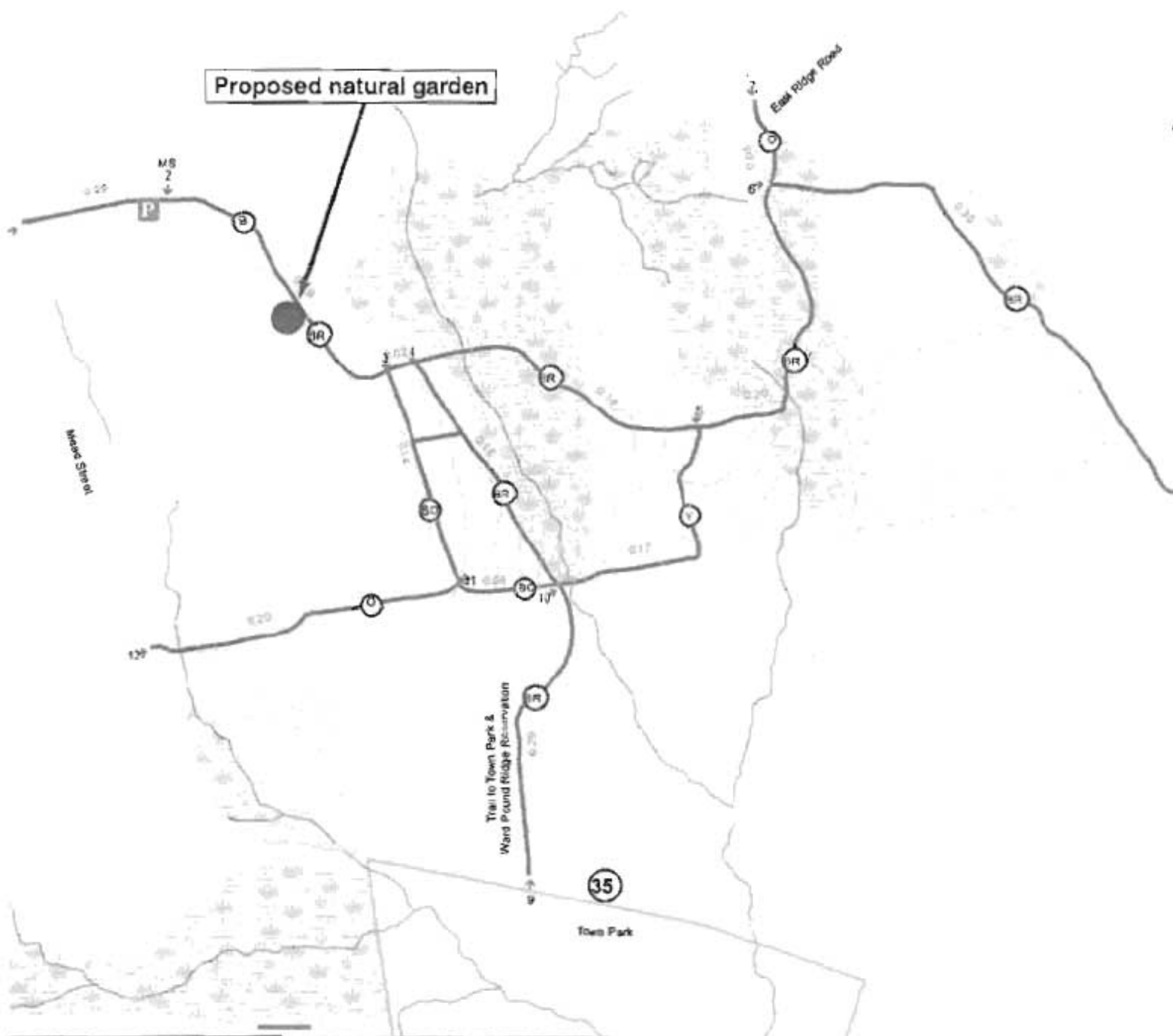
Owner: Town of Lewisboro

Author: Jim Nordgren

Date: January 24, 2016



0 0.05 0.1 0.2 Miles 1 inch = 0.09 miles



Legend	
	Parking
	Roads
	Streams & Rivers
	Elevations - 10 Feet Intervals
	Fence
	Wetlands
	Footbridge

Trail Legend	
	Trails
	Blue Trail 1.21 mi.
	Blue-Orange Trail 0.20 mi.
	Orange Trail 0.25 mi.
	Yellow Trail 0.17 mi.
	Trail to Town Park 0.20 mi.
	Mileage Between Trail Junctions

LOCAL LAW NUMBER \_\_-2016 OF THE TOWN OF LEWISBORO

SECTION 1 -- TITLE

This Local Law shall be known as 2016 Amendments to Section 212-25 Schedule IV: Stop Intersections, of Chapter 212: Vehicles & Traffic.

SECTION 2 -- ADOPTION

Now therefore be it enacted by the Town Board of the Town of Lewisboro Local Law \_\_-2016 that this law shall take effect immediately upon filing with the Secretary of State:

SECTION 3 – VEHICLES & TRAFFIC

Section 212-25 of Chapter 212, Vehicles & Traffic, is hereby amended to add the following street locations to the list of stop intersections:

**Amend §212-25 – Schedule IV: Stop Intersections.**

<b>Stop Sign on</b>	<b>Direction of Travel</b>	<b>At Intersection of</b>
Old Bedford Road	West	Meadow Street

SECTION 4 – HOME RULE

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

SECTION 5 -- SEVERABILITY

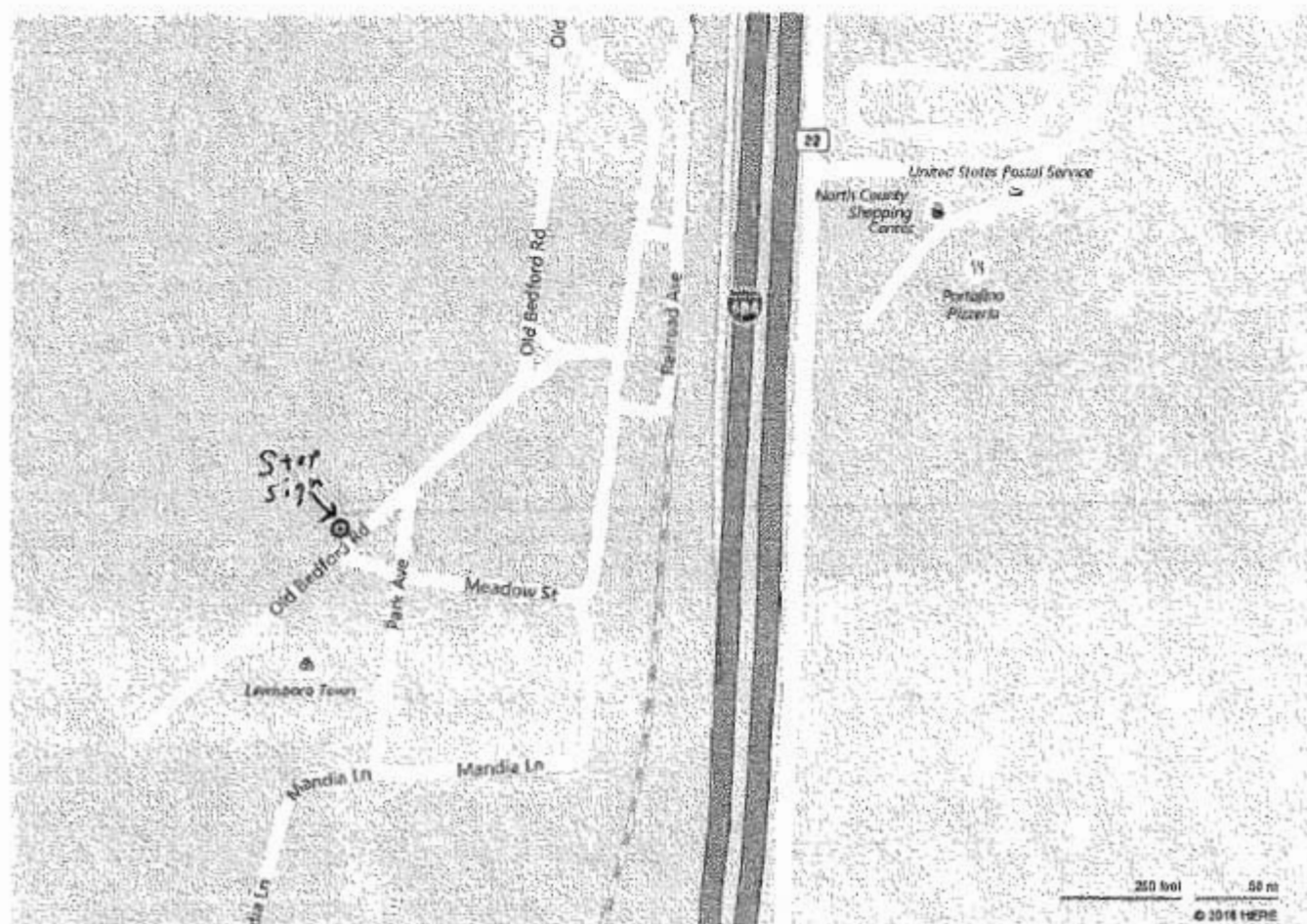
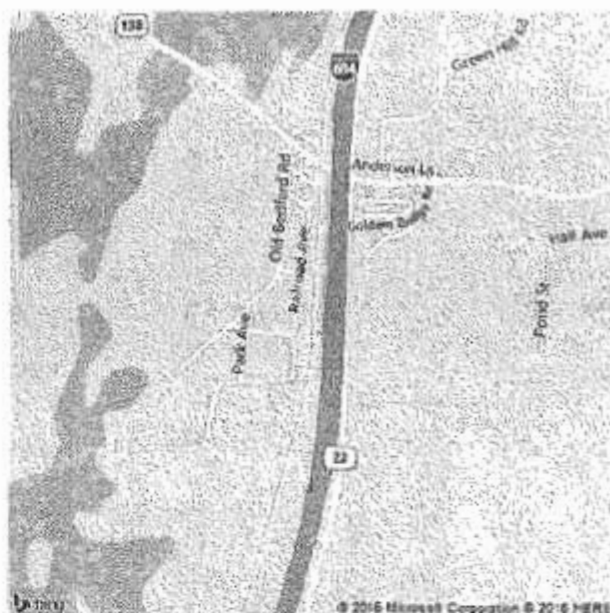
If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of provision or application directly involved in the controversy in which judgment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

SECTION 6 – EFFECTIVE DATE

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

bing maps

Notes





**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION OF THE KATONAH-LEWISBORO SCHOOL**  
**DISTRICT**  
**and**  
**THE TOWN OF LEWISBORO**  
**for**  
**THE SCHOOL RESOURCE OFFICER PROGRAM**

This agreement is made and entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between THE BOARD OF EDUCATION OF THE KATONAH-LEWISBORO SCHOOL DISTRICT, CROSS RIVER, NEW YORK (hereinafter referred to as the "School Board"), and THE TOWN OF LEWISBORO (hereinafter referred to as the "Town");

**WHEREAS**, the School Board and the Town have a long history of successfully working together with the common goal of providing for the safety and well being of the children; and

**WHEREAS**, the School Board and the Town's Police Department have worked together to provide crime prevention programs addressing the entire community's needs; i.e., Personal Safety (including fingerprinting of children), Bicycle Safety, Substance Abuse, projects in violence preparedness and Juvenile Law Education and the designation of School District and Police Department liaisons for the purposes of exchanging appropriate information;

**WHEREAS**, a School Resource Officer Program has been proposed for the Katonah-Lewisboro School District as hereinafter described; and

**WHEREAS**, the School Board and Town recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of the Town of Lewisboro and particularly to the students of the Katonah-Lewisboro School District; and

**WHEREAS**, it is in the best interests of the School Board and the citizens of the Town of Lewisboro to establish this program.

**IT IS THEREFORE AGREED** that the Town's Police Department shall supply one (1) police officer to the School District to be assigned to the schools based on the following terms and conditions:

**ARTICLE I**  
**Term of Agreement**

A School Resource Officer Program is hereby established in the public school system of the Katonah-Lewisboro School System from July 1, 2016 to June 30, 2017. The Agreement may be renewed upon mutual consent of the parties for additional one (1) year periods upon the same terms and conditions set forth herein unless otherwise modified in writing by the parties. The School Board's administrators will conduct a one-day orientation before the School Resource

Officer assumes duties at the assigned school. The terms and conditions of any future agreements, including but not limited to the provisions contained herein, shall be negotiated between the parties and memorialized in writing.

## **ARTICLE II**

### **Rights and Duties of the Chief of Police**

The Chief of Police shall provide a School Resource Officer (hereinafter referred to as "SRO") as follows:

**A. Number of School Resource Officers**

The Chief shall assign one (1) regularly employed Lewisboro Police Officer to John Jay High School, five (5) days a week. Although the primary assignment of the SRO shall be at the High School, the SRO may be required to visit other schools in the District.

**B. Regular Duty Hours of School Resource Officers**

1. The SRO shall be assigned to the school on those days and during those hours that school is in regular session, to be specified by the School Board, and which shall be consistent with the contract between the Town and the Police Benevolent Association (PBA). Before the start of each marking period, the regular hours and schedule of the SRO shall be set by the District. In the event of an emergency or urgent need by the District, the SRO's schedule may be subject to temporary change with advanced notice, as long as it is consistent with the contract between the Town and the PBA. The SRO may be temporarily reassigned by the Police Department during school holidays and vacations, or during the period of a police emergency consistent with the contract between the Town and PBA.
2. In the event the assigned officer is absent or on leave for more than five (5) consecutive school days, the parties shall meet to discuss the possibility of a replacement. Consistent with Article X below, the School Board shall only pay for actual time worked by the SRO or his/her replacement working in the capacity of the SRO.

**C. Duties of School Resource Officers**

The following duties to be performed at the school by the SRO shall be assigned through the Town Police Department chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee, and shall be performed consistent with law and regulations, and the policies of the Police Department and the Board of Education:

1. The SRO shall provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions, accidents, fires, and other acts or circumstances, requiring police or other action, which affect the health and

welfare of students and school personnel.

2. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law. When possible the SRO shall advise the principal before requesting additional police assistance to the campus.
3. The SRO shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
4. The SRO may be assigned to investigate offenses occurring off school property, provided such investigations relate to students attending the school to which the officer is assigned.
5. The SRO shall testify in court, and at school related hearings or proceedings, as needed.
6. The SRO shall complete monthly activity reports in a timely and accurate manner and submit the reports to both the Police Department and the School District.
7. The SRO shall complete any and all reports required by the Police Department in a timely and accurate manner.
8. The SRO shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials with traffic control as necessary.
9. The SRO shall recommend measures to protect school and personal property from damage and theft.
10. The SRO shall assist school personnel with emergencies and in an emergency may be directed to assist at another building.
11. The SRO shall assist with the supervision of security at school activities and public meetings as directed and approved by the principal.
12. The SRO shall assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
13. The SRO shall assist the principal on matters dealing with the proper handling and security of money, personal possessions and valuable property.
14. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc.

The SRO shall make referrals to such agencies when necessary thereby acting as a resource to the students, faculty and staff of the school.

15. The SRO shall make himself/herself available for conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
16. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
17. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
18. The SRO may act as an instructor for specialized, classes involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice systems, and related topics.
19. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
20. The SRO shall assist with Megan's Law notifications received by the school, as mandated by the New York State Sexual Offenders Registration Law.
21. The SRO shall give assistance to other police officers in matters regarding his/her school assignment, whenever necessary. The SRO shall, whenever requested, participate in or attend school functions.
22. The SRO shall adhere to School Board policy, police policy and legal requirements, should it become necessary to conduct formal police interviews with the students.
23. The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
24. The SRO shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
25. The SRO shall not be requested to participate in student searches conducted by school officials. School officials may search a student based upon reasonable suspicion. A law enforcement officer must meet a more stringent requirement of probable cause in order to justify a search, and is usually also required to first obtain a search warrant. Requiring the assigned officer to conduct or participate in student

searches would invalidate searches conducted by school officials, based on their lesser standard of reasonable suspicion. However, officers may conduct searches under circumstances where a search by law enforcement is permitted by law.

### **ARTICLE III**

#### **Uniforms**

Unless engaged in activities for which a uniform would be inappropriate, the officers shall wear uniforms in order to maintain a visible presence in the school and deter trespassers from entering the school.

### **ARTICLE IV**

#### **Weapons**

Officers may carry weapons when authorized by the Chief of Police. The weapon shall be carried either:

- A. Openly, in those circumstances where an armed presence may provide a useful deterrent, or
- B. Concealed, in circumstances where the officer may wish to act informally with students, parents or faculty.

### **ARTICLE V**

#### **Rights and Duties of the School Board**

The School Board shall provide to the full time SRO of John Jay High School the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted and ventilated private office, which office shall contain a telephone to be used for general business purposes.
- B. A location for files and records, which can be properly locked and secured.
- C. A desk with drawers, two (2) chairs, worktable and office supplies.
- D. Access to a computer terminal or secretarial assistance.

### **ARTICLE VI**

#### **Transporting Students**

It is agreed that the SRO shall not transport students in his/her vehicle except:

- A. When the students are victims of a crime, under arrest, or some other emergency circumstances exist.
- B. When students are suspended and sent home from school pursuant to school

disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.

- C. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee, of the same gender as the student to be transported, to accompany the officer in the vehicles.
- D. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.
- E. Students shall not be transported to any location, unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their own personal vehicle.
- F. The SRO shall notify the school principal before removing a student from campus. Removal shall not occur over the objection of the principal, unless the SRO believes that the student has committed a criminal act.

## **ARTICLE VII**

### **Controlled Substances**

- A. School officials shall notify the SRO in all cases involving possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substance or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant at the discretion of the SRO.

## **ARTICLE VIII**

### **Access to Educational Records**

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records, except in emergency situations.
- B. If some information in a student's cumulative record is needed in an emergency situation to protect the health or safety of the student or other individuals, school

officials may disclose to the SRO that information, which is needed to respond to the emergency situation, based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.

- C. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

#### **ARTICLE IX**

##### **Employment Status of the School Resource Officer**

The School Resource Officer shall remain an employee of the Town's Police Department, and shall not be an employee of the Katonah-Lewisboro School Board. Any such officer shall remain responsive to the chain of command of the Police Department and shall continue to remain subject to all rules and regulations of that agency.

#### **ARTICLE X**

##### **Financing of the School Resource Officer Program**

###### **A. Reimbursement for the SRO**

1. The School Board agrees to pay for the following costs of the School Resource Officer: hourly wages, FICA/MEDFICA, Workers' Compensation and Disability Insurance, uniform and uniform cleaning, safety vest (if needed) with training or any other agreed upon cost required to perform the SRO duties. The Town shall be responsible for the payment of all other costs and/or benefits, including overtime as set forth in paragraph B(1).
2. The School District's reimbursement to the Town for the services of the SRO shall be made in twelve (12) equal installments which will occur on or the 1<sup>st</sup> day of each month, at the start of the school's fiscal year, i.e. July 1st. The reimbursements shall reflect the actual cost of salary and benefits for which the School District is responsible. This adjustment shall also reflect changes in the total cost resulting from the terms and conditions of the collective bargaining agreement between the Town and the PBA. Adjustments will be applied to the monthly reimbursement payments beginning in January of each year based upon the actual cost for the year immediately preceding the first day of January (i.e. the period of January 1 through December 31 of the preceding year.)

###### **B. Overtime**

1. The School Board agrees to pay any overtime costs incurred as a result of the SRO's (or his/her replacement) participation, at the discretion of the Superintendent or his designee, in any extra curricular activities such as athletic events, concerts, hearings, proms, and homecoming dances or after school or evening meetings. The School

District shall not be required to pay overtime for overtime incurred by the SRO in connection with the Town's use of the SRO for non-school district related purposes. Overtime, which is defined as hours worked in excess of forty (40) hours in a workweek, or eight (8) hours in day when not scheduled to work, or as otherwise defined in the agreement between the Town and the PBA. Overtime shall be paid at one and a half times the SRO's applicable hourly rate, or as otherwise defined in the agreement between the Town and the PBA. The School Board shall not pay the overtime rate in circumstances where there is a schedule change for the SRO, consistent with Article II (B), or the SRO works for less than forty (40) hours in a week. Any overtime worked by the SRO will be deemed as overtime worked by the SRO in the overtime rotation in the contract between the Town and PBA.

2. The principal will notify the SRO and get approval for any overtime details, at least four (4) working days, prior to the commencement of said event. If it is deemed by the principal and the SRO, that the occasion will require additional SRO presence that presence should be requested and approved within that four (4) day time frame. To facilitate logistics and planning, a minimum of four (4) days notice of the need of overtime shall be given if possible. There is no guarantee that a SRO will be provided if less than four (4) days is given.
3. This overtime policy shall be consistent with New York Labor Law §220 and determined according to the present labor agreement between the Town of Lewisboro and the Lewisboro Police Department PBA (a copy of which shall be supplied to the School Board as well as a written statement specifying the overtime rates of the SRO's). The payment for such overtime shall be billed and verified on a monthly basis, by the Principal and the Chief of Police.

#### **ARTICLE XI**

##### **Appointment of School Resource Officers**

- A. The Superintendent of the School District and the Police Department shall each appoint two members to the School Resource Officer Interview Panel, which shall have as its sole function recruitment, interviewing and evaluation of School Resource Officers. This panel shall meet as necessary to conduct oral examinations of SRO applicants.
- B. SRO applicants must meet the following requirements:
  1. The applicant must be a volunteer for the position of School Resource Officer.
  2. The applicant must be a Police Officer with the Lewisboro Police Department.
  3. The applicant should also possess good job knowledge, experience, training, appearance, attitude, communication skills and bearing.
  4. The names of all applicants, receiving a favorable recommendation from the Panel (which recommendation shall following a majority vote of the Panel), shall be



forwarded to the Chief of Police, who shall appoint from the list of those recommended.

**ARTICLE XII**  
**School Resource Officer Replacement**

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program at his school and state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief or his/her designee of the principal's request. If the Chief so desires, the Superintendent and the Chief and his/her designees, shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after the commencement of such mediation, the problem cannot be resolved or mediated, or in the event that mediation is not sought by the Chief, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Chief may dismiss or reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of the Town of Lewisboro.
- C. In the event of the resignation, dismissal or reassignment of an SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal or reassignment. As soon as practicable, the Panel shall recommend a permanent replacement for the SRO position. The School District shall only be responsible for payment to the Town for actual hours worked by the SRO.

**ARTICLE XIII**  
**Insurance and Indemnification**

- A. The Town and/or the Town's Police Department shall purchase and maintain a full force and effect during the term of this agreement a general comprehensive liability insurance policy, with law enforcement liability coverage, in an amount of not less than Three Million Dollars (\$3,000,000) for any acts or omissions that occur or claims that are made during the term of this agreement.
- B. The Town and/or the Town's Police Department agree to hold the Katonah-Lewisboro School District, its Board of Education, officers, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action, arising solely from the negligent performance of the duties by the SRO in connection with their participation in the SRO program, no matter when such claim is brought.
- C. The School Board shall purchase and maintain in full force and effect during the term of

this agreement a general comprehensive liability insurance policy, with liability coverage in the amount of not less than three million dollars (\$3,000,000) for any acts or omissions that occur or claims that are made during the term of this agreement. A rider shall be obtained listing the Town of Lewisboro, the Police Department, its officers, employees and agents as additional insured on the policy.

- D. The School Board agrees to hold the Town of Lewisboro, the Police Department, its officers, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action, arising solely from the negligent performance of duties by the School Board in connection with their participation in the SRO program, no matter when such claim is brought.

#### **ARTICLE XIV** **Communication**

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. The school shall also designate an administrator in each school to act as a liaison with the SRO assigned to that school.

#### **ARTICLE XV** **Termination of Agreement**

This agreement may be terminated by either party upon ninety (90) days' written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days' written notice. Termination of this Agreement may be only accomplished as provided herein. In the event this Agreement is terminated, Compensation will be made to the Town for all overtime services performed to the date of termination.

#### **ARTICLE XVI** **Good Faith**

The School Board, the Town, and the Chief of the Police Department, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

#### **ARTICLE XVII** **Modification**

No understandings or agreements purporting to modify or vary the terms of this document shall be binding, unless hereinafter made in writing and signed by the party to be charged.

**ARTICLE XVIII**  
**Non-Assignment**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the written consent of the School Board and the Town is obtained.

**ARTICLE XIX**  
**Merger**

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers on the date written above.

BOARD OF EDUCATION, KATONAH-  
LEWISBORO UNION FREE SCHOOL  
DISTRICT

\_\_\_\_\_  
*President of the Board of Education*

\_\_\_\_\_  
Andrew Selesnick  
*Superintendent of Schools*

TOWN OF LEWISBORO

\_\_\_\_\_  
PETER PARSONS  
*Supervisor*

LEWISBORO POLICE DEPARTMENT

\_\_\_\_\_  
Frank Secret  
*Chief of Police*