

TOWN OF LEWISBORO TOWN BOARD WORK SESSION AGENDA TOWN HOUSE MONDAY, JULY 9, 2018 7:30 P.M.

PUBLIC COMMENT

COMMUNICATIONS

Senator Terrence Murphy's Letter regarding Eco Award and Proclamation

Celebrating 20th Anniversary of Fireworks Spectacular

CONSENT AGENDA

- Approval of Minutes of June 25, 2018
- Monthly Reports June 2018
 - o Building Department
 - o Police Department

NEW BUSINESS

• Resolution Thanking Shelby White for Work to Secure the Black Mansion

OLD BUSINESS

- Discussion Regarding Emergency Notification System NYAlerts and Authorizing Supervisor to Sign Use Agreement
- Discussion Regarding Section 220-26(F)(5) of the Zoning Code
- Discussion Regarding Zoning Amendment for Dog Exercise Area
- Discussion Regarding Dog Park Proposal

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

• Town Board Meeting Monday, August 13, 2018 at 7:30 p.m. at the Town House, 11 Main Street, South Salem

MOTION TO GO INTO EXECUTIVE SESSION

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

TERRENCE P. MURPHY SENATOR, 40TH DISTRICT

ROOM 817 LEGISLATIVE OFFICE BLDG. ALBANY, NY 12247 (518) 455-3111

691 EAST MAIN STREET, 1⁵⁷ FLOOR SHRUB OAK, NY 10588 (914) 962-2624

E-MAIL ADDRESS: MURPHY@NYSENATE GOV



CHAIR

INVESTIGATIONS AND COVERNMENT OPERATIONS

COMMITTEES BANKS

HEALTH INSURANCE

LABOR LOCAL GOVERNMENT

MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

MEMBER

HEROIN TASK FORCE

June 27, 2018

The Honorable Peter Parsons Supervisor, Town of Lewisboro 11 Main Street PO Box 500 South Salem, New York 10590

Dear Peter:

I am delighted to congratulate you and the entire Town of Lewisboro upon receiving a Westchester County Eco Award.

This prestigious award is evidence of the Town's valuable contributions to the environment and sustainability. The Town of Lewisboro was selected in recognition of its municipal curbside recycling rate of 33% in 2017. I applaud the Town's efforts in this endeavor, and the commitment of its residents to recycling.

Once again, my sincere congratulations.

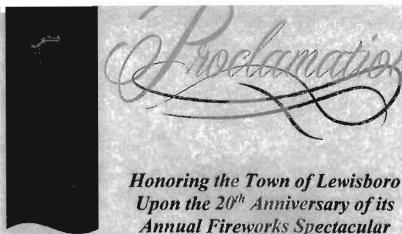
Sincerely,
Dr Terrence

Dr. Terrence P. Murphy

NYS Senator

40th Senate District

TPM/In



WHEREAS, the State of New York is proud to acknowledge significant milestones of local favorite traditions; and

WHEREAS, the Town of Lewisboro will celebrate the 20th Anniversary of its Annual Fireworks Spectacular on June 30, 2018; and

WHEREAS, the Town of Lewisboro is pleased to sponsor this enjoyable evening of family entertainment and fireworks to kick off the 4th of July holiday; and

WHEREAS, the 20th Annual Fireworks Spectacular will include live entertainment from the Lost River Boys, Detour, and Someone and the Others; and

WHEREAS, food trucks will also be available; and

WHEREAS, the highlight of the evening will be a fabulous fireworks display that begins at dusk; and

WHEREAS, residents of Lewisboro and surrounding communities eagerly took forward to the Annual Fireworks Spectacular; NOW, THEREFORE, BE IT

RESOLVED, that I, as a duly elected member of the Senate of the State of New York, on behalf of the citizens thereof, do hereby congratulate the Town of Lewisboro upon the 20th Anniversary of its Annual Fireworks Spectacular.

Suprevisor

MONTHLY REPORT JUNE 2018

Quantity	Bld Permit			Permit	CC/CO	RM	EQ
	Res Minor Work		5	\$ 4,520.00	\$ 2,040.00	\$ 52.00	\$ 600.00
	Res ADD			3110.00	2710.00	8.00	150.00
	Res Acc Str			15320.00	14920.00	8.00	100.00
	Res Alt			3350.00	2950.00	8.00	50.00
	Res New			0.00	0.00	0.00	0.00
	Res Renew			0.00	0.00	0.00	0.00
	Comm Alt/Add			500.00	320.00	4.00	0.00
	Comm Minor			0.00	0.00	0.00	0.00
	ZBA			500.00	0.00	4.00	0.00
	Other Permits			930.00	680.00	2.00	50.00
	220-76C			0.00	0.00	0.00	0.00
	Wetlands/EQ			1200.00	0.00	0.00	350.00
	Civil Penalty			340.00	0.00	0.00	0.00
	Copies			20.00	0.00	0.00	0.00
	Misc			0.00	0.00	0.00	0.00
	Total			\$ 29,790.00	\$ 23,620.00	\$ 86.00	\$ 1,300.00
	Total Receipts:			\$ 54,796.00			
	Total Deposits:	I A MM		\$ 54,796.00			

Bldg Insp:__ Date:

Difference

i otal:	<u>\$54,796.00</u>					54796		rence
Res. MW	вр со	RI RI	M EQ	Residential Add	ВР	со	RM EQ	
Rodgriguez	110		2 50	Mellilo		220 12	0 2	0
Wald	140	40	2	Federov		2350 225	0 2	50
Hume	200	100	2 5	Fuhrman		140 4		50
Thirlwall	180	80	2 5	Wein		400 30	0 2	50
Glasser	190	90	2 5	0				
Motta	180	80		0				
Robbins	150	50		ס				
Storch	130	30		ס				
McGuire	250	150	0 5					
Wal∤s	120	20	2 5					
Buesman	200	100	2 5					
Rosenberg	160	60		0				
Turi	220	120	2 5					
Ferrigno	120	20	2	O Column Total		3110 271		150
Hepworth	130	130		0 Subtotal		597		
Zabrocki	250	150	2	Comm. MW	BP	СО	RM EQ	
Bobletz	220	120	2 5	0				
Wald	140	40	2 5	0				
Campagna	120	120	2 5	0				
Stern	150	50	2 5	0				
Lawson	110	20	2	0				
Leibig	150	50	2	0 Column Total		0	0 0	0
Lennox	190	90	2	0 Subtotal			0	
Reuschenberg	120	20	2	Res. Alt	BP	ÇO	RM EQ	
Angelilli	120	20		0 Pízzurro		1800 170	00 2	50
Mehta	170	70	2	0 Ackilli		150 5	50 2	0
Stepancic	300	200	2	0 KGCJ Dev.		300 20	0 2	0
				Angelilli		1100 100	00 2	0
				Column Total		3350 295	1000	50
				Subtotal		635		
				Res. New	BP		RM EQ	
				Column Total		0	0 0	C
				Subtotal			0	
				220-76C	BP	CO	RM EQ	

i I											
						Column Total		0	0	0	Ö
						Subtotal			0		
						Res Renewal	ВР	CO	F	RM EQ	\neg
						Column Total		0	0	0	0
						Subtotal			0		
						Wetland	W/P	S/W		EQ	
						Kamatsu		0	0		50
						Lombardo		150	0		0
						Federov		0	0		50
						Rosenbaum		0	0		50
						Zabrocki		150	0		0
						Ferrigno		150	0		0
						Zaia		0	0		50
						Luelsdorf Mellilo		150	0		0
								0	0		50
						Barry Pascullo		0	0		50 50
						Casey		150	0		0
						Walls		150	0		ő
						DeFaber/Alvarez		150	0		ő
						Brunner		150	0		ő
Column Total		4520	2040	52	600						
Subtotal		\$ 7	,212.00			Column Total		1200	0		350
Civil Penalty	СР					Subtotal			1550		
Mellilo		240				Other Permits	ВР	CC		RM EQ	
Ackilli		100				Brunner		780	680	2	50
						wcc		150	0	0	0
Subtotal			340								
Comm. Add/Alt	BP			RM_E		Column Total		930	680	2	50
Mercedes GB		100	20			Subtotal			1662		
Apex/EKCR		400	300	2	0	ZBA	Permit App			RM	
						Tambor		250		2	
Caluma Total		680	print	0	- 24	Mazella		250		2	
Column Total Subtotal		500	32n 824		0						
Sabidial			024								
Misc	BP	CO/	CC	RM I	-Q	ı					

Column Total	0	0	0	0 Column Total	500	0		0
Subtotal		0		Subtotal		504		
Cash				Res. A/S BP		CO	RM EC	1
Copies	20			Eckerson	200	100	2	0
				Hidden Point Farm	13,100.00	13,000.00	2	50
				Boublik	1890	1790	2	50
				DeFaber/Alvarez	130	30	2	0
				Column Total	15320	14920	8	100
Subtotal	20			Subtotal		30348		

PATROL ACTIVITY 2018

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
INCIDENTS REPORTED	JAN	FEB	MIAK	AFRIL	IVIAT	JUNE	JULT	AUG	SEPI	001	NOV	DEC	טוז
Auto Accidents	13	8	7	6	16	18	0	0	D	0	0	0	68
Aided Cases	29	38	35	27	33	28	0	0	0	0	0	0	190
Alarms	30	25	21	27	44	31	0	0	0	0	0	0	178
Animal	9	4	6	6	8	7	0	0	0	0	0	0	40
Assist Other Depts.	6	10	7	8	3	5	0	0	0	0	0	0	39
Burglary	0	0	Ô	0	0	0	0	0	0	0	0	0	0
Civil Complaints	0	2	1	1	3	1	0	0	0	0	0	0	8
Criminal Activity	0	1	1	0	0	3	0	0	0	0	0	0	5
Domestic Incidents	0	1	0	1	2	1	0	0	0	0	0	0	5
Drug Related Activity	1	2	1	2	1	9	0	0	0	0	0	0	16
Harassment	3	3	5	3	2	2	0	0	0	0	0	0	18
Larceny	0	1	0	0	8	1	ŏ	Ö	0	0	0	0	10
Fingerprints	0	2	2	2	0	1	0	0	0	0	0	0	7
Fire	0	0	0	3	5	0	0	0	0	0	n	0	8
Property Lost / Found	1	1	1	3	7	0	0	0	0	0	0	0	13
Utilities	6	4	18	6	5	1	0	0	0	0	0	0	40
Miscellaneous	7	3	15	7	16	26	0	$\frac{0}{0}$	0	0	0	0	74
Mischief / Vandalism	3	0	2	0	2	0	0	0	0	ŏ	0	Ö	7
Summons / Papers Served	4	3	0	2	3	3	0	0	0	0	0	Ö	15
Suspicious Activity	6	4	10	8	6	6	0	0	n	n	0	0	40
Trespass	3	0	1	0	2	Ŏ	0	0	0	0	0	0	6
Vehicles	9	11	7	13	9	9	0	0	0	0	0	0	58
MONTHLY TOTALS	130	123	140	125	175	152	Ō	0	0	Ö	Ö	Ö	845
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
D.W.I Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Summons	27	14	6	5	16	8	0	0	0	0	0	0	76
Appearance Tickets	0	5	4	3	2	12	0	0	0	0	0	0	26
MONTHLY TOTALS	27	19	10	Ř	18	20	Ö	0	n	n	O	0	102
-			,-	ADDU	MAY			ALIC	OFDT	007	NOV	550	
VEHICLE AND TRAFFIC TICKETS	JAN	FEB	MAR	APRIL	WAY	JUNE	JULY	AUG	SEPT	ОСТ	NOV	DEC	YTD
	7	4.0	40	200	20	40	•		_	0			400
Speeding Agg. Unlicensed	7	18 3	19 0	26 5	29 0	10	0	0	0	0	0	0	109
	3	2	5	6	9	3		0	0	0	0	0	11 28
Stop Sign			_	19	45		0					•	
Seat Belts Cell / Text	5 8	2	3	0	45 0	9	0	0	0	0	0	0	82 10
Other	4	67	61	89	127	65	0	0				0	
Parking	23	15				11	0		0	0	0	0	413
	4	13	8 3	9	3	10		0	0	•	0	0	66 36
App Ticket MONTHLY TOTALS		121	99	157	213	109	0	0	0	0	0	0	755
MICHITET TOTALS	90	141	77	151	213	109	Ų	U		U	V	U	/ 55

PATROL ACTIVITY 2017

TAIRGEAGINIT	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
INCIDENTS REPORTED	07111	,	1717 (1)	71. 11.		-	1	1					
Auto Accidents	14	20	11	16	15	20	10	11	10	18	15	16	176
Aided Cases	30	30	34	26	22	29	36	38	34	41	39	27	386
Alarms	35	33	26	29	27	41	33	26	36	29	24	33	372
Animal	5	5	7	5	17	14	8	12	8	5	2	7	95
Assist Other Depts.	2	6	5	2	5	16	9	9	2	7	7	3	73
Burglary	1	0	0	1	0	0.1	0	0	0	0	0	0	2
Civil Complaints	0	2	1	0	2	3	4	2	1	2	3	3	23
Criminal Activity	1	2	3	0	2	1	1	0	1	1	1	1	14
Domestic Incidents	2	1	5	2	0	1	1	0	2_	_ 1	3	2	20
Drug Related Activity	0	0	0	1	1	2	0	0	0	1	4	1	10
Harassment	4	0	4	0	5 _	2	0	1	3	3 _	1	0	23
Larceny	2	3	3	7	8	7	3	0	3	3	9	5	53
Fingerprints	2	3	0	0	2	2	2	0	0	2	1	2	16
Fire	0	0	1	2	4	2	2	0	0	2	0	1	14
Property Lost / Found	2	3	4	0	2	1	2	4	2	6	0	5	31
Utilities	2	7	7	4	7	9	13	9	6	7	1	2	74
Miscellaneous	2	12	14	11	13	13	10	10	12	10	11	16	134
Mischief / Vandalism	3	0	1	5	2	2	2	3	1	0	1	1	21
Summons / Papers Served	0	3	2	2	1	4	1	0	0	2	2	0	17
Suspicious Activity	7	4	6	10	6	8	10	7	9	9	5	9	90
Trespass	0	0	0	1	0	2	1	1	1	0	0	1	7
Vehicles	8	9	12	9	9	7	9	6	7	9	5	9	99
MONTHLY TOTALS	122	143	146	133	150	186	157	13 9	138	158	134	144	1750
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
D.W.∣ Arrests	0	1	0	0	0	1	1	0	0	0	1	1	5
Parking Summons	30	26	19	15	15	34	51	18	11	8	5	7	239
Appearance Tickets	1	5	2	4	1	2	7	1	2	2	8	1	36
MONTHLY TOTALS	31	32	21	19	16	37	59	19	13	10	14	9_	280
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	ОСТ	NOV	DEC	QTY
VEHICLE AND TRAFFIC TICKETS													
Speeding	16	22	17	16	20	32	31	30	13	20	31	12	260
Agg. Unlicensed	0	2	2	1	3	2	3	1	1	1	3	0	19
Stop Sign	7	4	8	11	4	11	20	22	10	11	10	6	124
Seat Belts	4	4	3	3	10	7	8	10	1	1	2	3	56
Cell / Text	1	1	1	5	4	2	4	2	5	5	3	1	34
Other	2	83	74	54	78	64	75	53	39	57	5	33	617
Parking	27	26	23	13	16	40	48	22	13	7	7	_ 10	252
App Ticket	2	6	3	9	1	3	4	0	2	2	1	2	35
MONTHLY TOTALS	59	148	131	112	136	161	193	140	84	104	62	67	1397

PAHOOJ

BROWSE SEARCH



DCIM\1doMEDIA\DJI _0036 JPG





BUN

\$ drone | 2018



DCIM\100MEDIA\DJI # # + 6





drone ! 2018

PAHOOJ

HOME BROWSE SEARCH



Black | Mansion | Long | wall | 2018



DCIM\160MEDIA\DJI 🔁 🗃 ± 0 _oci8JPG

drone | 2018 | crop

PAHOOJ HOME BROWSE SEARCH



% drone | 2018 | crop



wall land | column | 2018

NY-ALERT USE AGREEMENT

	В	etween		
		And		

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into between the State	of New York (hereinafter "the State" or
"NYS"), acting by and through the New York State Off	fice of Information Technologies Services
("ITS"), having its principal place of business at: Empi	re State Plaza, Swan Street Building, Core
4, 1st Floor, Albany, NY 12223 and	("Entity" or
"Authorized Entity") located at:	, collectively
referred to as the "Parties."	

I. Purpose

The purpose of this Agreement is to set forth the conditions, terms and respective responsibilities of the Parties with respect to the utilization of the New York State Mass Alert Notification System ("NY-Alert"). NY-Alert provides an Authorized Entity the ability to send emergency and safety related messaging to targeted recipients.

Entities that partner with ITS for use of NY-Alert may develop specific policies and procedures that meet the identified needs of their Entity, so long as the procedures do not deviate from, dilute or contradict the terms and conditions contained within this Agreement.

II. Procedures for Obtaining Authorization to Access NY-Alert

Attachment 1, PROCESS FOR NY-ALERT INTEGRATION and APPROVAL, outlines the procedures that an Entity must follow in order to get authorization to access NY-Alert.

III. Definitions:

- a. Authorized Entity: An entity that has been granted approval to access and use NY-Alert by ITS.
- b. Notifier: A person who has been designated by an Authorized Entity to create Notifications within NY-Alert on behalf of that Authorized Entity.
- c. Notification: A message, press release or alert.
- d. Notification Group: A collection of Subscribers or enrollees to NY-Alert designated to receive Notifications disseminated by an Authorized Entity (e.g., parents of a student enrolled in a school district).
- e. Private Notification: A Notification provided by an Authorized Entity to a targeted audience within their organization (e.g., a Notification by a school or college campus alerting their students of a closing due to inclement weather).
- f. Private Organization: An Authorized Entity who has not been approved to provide Public Safety Alerting.
- g. Public Safety Alert: An alert issued by a Public Safety Organization before, during and after an emergency, critical incident or event (whether natural or technological) (e.g., Notifications for evacuations, sheltering in place, Haz-Mat release, etc.).
- h. Public Safety Organization: A State and/or local government organization responsible for public safety (e.g., Emergency Management Offices, Police Departments, Fire

Departments) and approved by the New York State Division of Homeland Security to send Public Safety Alerts.

i. Subscriber: An individual who or entity that registers through the NY-Alert public portal to receive Notifications.

IV. Obligations and Responsibilities:

- NY-Alert shall not be used in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- Use of NY-Alert shall comply with all applicable security policies and procedures of ITS, including the ITS Policy on Acceptable Use of Information Technology (IT) Resources.
 ITS security policies and procedures can be found at: https://www.its.nv.gov/eiso/policies/security.
- NY-Alert shall only be used in the performance of Entity's official duties and for the purposes indicated in this Agreement.
- NY-Alert shall not be used for any political purpose or for financial or personal gain.
- NY-Alert shall not be used to transmit, or procure the sending of, any advertising or
 promotional material, including any "junk mail," "chain letter," "spam" or any other
 similar solicitation.
- NY-Alert shall not be used to impersonate or attempt to impersonate another person or
 entity, including by utilizing another person's identification, password, account name or
 persona without authorization from that person.
- NY-Alert shall not be used in any manner that could disrupt, disable, overburden, damage, or impair the service, including the ability to send timely Notifications through the service, using various means including overloading, "flooding," or denial of service attacks.
- NY-Alert shall not be used for any unauthorized activities. Such use could result in a verbal or written warning, loss of access rights, and/or criminal or civil prosecution. This list of possible penalties is not exhaustive.

The Authorized Entity shall be responsible for:

- Designating a Point-of-Contact ("POC"): The Authorized Entity shall designate a lead POC and secondary alternate POC who will be approved to provide all authorizing signatures and permissions for the internal structuring and use of NY-Alert by that Authorized Entity (see Attachment 2);
- Establishing policies that provide a person with Notifier status while restricting his or her ability to independently determine the need for and/or the ability to create and transmit an Alert or Notification absent Notifier supervisory direction (e.g., dispatcher, office support personnel);
- Being responsible for insuring that those individuals identified as having Notifier status understand and agree to the terms of this Agreement; and
- Being responsible for the use of NY-Alert by their designated Notifiers and hold the State harmless for any misuse of NY-Alert by those designees.

The Authorized Entity POC shall be responsible for:

- Identifying the persons who should be granted Notifier status, including their names, email addresses and telephone numbers, and submitting that list of requested designees to NY-Alert for credentials and password issuance;
- Approving the establishment of all Notification Groups within their organization;

- Maintaining accurate Notification Groups including, but not limited to, adding personnel
 and relevant contact information, deleting personnel, creating additional Notification
 Groups, assigning personnel to newly created Notification Groups, and importing/updating
 this information into the NY-Alert database; and
- Reapplying for authorization when a Notifier is replaced. Authorization is not provided Ex Officio.

The Notifier shall be responsible for:

- Receiving training in connection with his or her use of NY-Alert by the Authorized Entity's POC and/or ITS NY-Alert personnel (NY-Alert credentials and passwords will be issued after successful completion of the training);
- Applying remote access security as it relates to his or her use of NY-Alert;
- Not transferring or sharing his or her account or password information;
- The use of NY-Alert by anyone accessing NY-Alert through his or her credentials;
- The proper use of NY-Alert and the accuracy of the content of all Notifications transmitted;
 and
- Notifying ITS NY-Alert personnel immediately, if the they become aware of any unauthorized use of his or her account or password.

V. Operations

- Authorized Entities are encouraged to test their Notification Groups on a monthly basis.
 Testing should be limited to email and/or SMS text messaging Notification Channels (see
 Attachment 3). While there is no prohibition on using the Voice Notification channels
 (Mass Dialers and Reverse 911), use of these channels should be reserved for actual
 life/safety purposes.
- 2. Limited to County Authorized Entities Reverse 911 Notification Channels are only available to Public Safety Organizations which are granted Public Safety Alerting permission by the New York State Division of Homeland Security and Emergency Services ("DHSES"). This is NOT an "opt-in" service. County Emergency Management Offices may receive periodic directory updates from the Local Exchange Companies (i.e., telephone companies) for emergency contacting purposes. Counties participating in NY-Alert are encouraged to import this data into NY-Alert on an annual basis (minimally) to maintain an accurate profile of their resident's telephone numbers. NY-Alert will accept up to a maximum of four imports per calendar year from participating counties. Residents may "opt-out" by contacting NY-Alerts and requesting their telephone number be removed.
- Organizations requiring Public Safety Alerting capability must submit Attachment 3, Request for NY-Alert Public Safety Alerting Authority, to DHSES for approval and authorization. Upon approval, DHSES will notify ITS NY-Alert to grant Public Safety Alerting permissions.
- 4. ITS personnel will NOT disseminate any Public Safety Alerts or Notifications.
- 5. Municipal Governance: NYS recognizes the County as the lead agency for public safety within its jurisdiction. As such, ITS will defer to the County POC for municipalities requesting NY-Alert capability. Counties may elect to create the municipality as an Authorized Entity within their structure or direct ITS to set-up the municipality as an independent Authorized Entity. In situations where the County does not participate in NY-

Revision date: 4.3.18

Alert, ITS will create the municipality as an independent Authorized Entity!

VI. Consideration:

This is not a funds obligating Agreement. Neither Party is bound to take any action or fund any initiative. This Agreement does not authorize financial expenditures by ITS.

There is no charge to the Entity for the use of NY-Alert. The Entity is responsible for all costs related to providing their users with access to NY-Alert via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related costs.

VII. New York State Appendix A - Standard Terms for State Contracts:

New York State Appendix A-Standard Clauses for All New York State Contracts ("Appendix A") is incorporated by reference (http://ogs.ny.gov/About/appendixa.asp) hereto and made part hereof. Notwithstanding the foregoing, the Parties expressly acknowledge that due to the legal nature of the Entity not all Appendix A terms may be applicable.

VIII. Term:

This Agreement shall commence on the date executed by the Entity and shall remain in effect until such time as this Agreement is terminated in accordance with the following provisions:

- a. Voluntary termination shall take effect upon ninety (90) days prior written notice to the other party.
- b. Termination for cause shall take effect immediately, at the discretion of ITS, if it is determined that the Entity has failed to abide by the terms of this Agreement.

Upon termination, all system access privileges will be immediately revoked.

IX. Records Retention

The Entity shall continue to own all of its information, data, and records. NY-Alert is not to be used as an archival service. ITS is not responsible for meeting the Entity's records retention responsibilities under the New York State Arts and Cultural Affairs Law or any other applicable statute. ITS will ensure all generated Notifications will be available online for a minimum of thirty (30) days. It is the responsibility of the Entity to determine whether a generated Notification is an agency record for purposes of compliance with the law and make the appropriate arrangements to preserve such record off of the NY-Alert system.

X. Public Information

Disclosure of items related to this Agreement shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law ("FOIL") which is contained in Section 87 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this Agreement that are otherwise exempt from disclosure under that statute.

¹ The Sewage Pollution Right to Know (SPRTK) Law of 2013 requires operators of Municipal Waste Water Treatment Facilities (i.e. Publicly-Owned Treatment Works [POTWs] and Publicly-Owned Sewer Systems [POSSs]) to report certain instances of untreated or partially-treated sewage discharges to NYS DEC and health authorities. Public notifications are disseminated via NY-Alert. This process is governed by NYS Department of Environmental Conservation.

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XI. Intellectual Property Rights

All text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description included in the services, including any communications, (collectively, the "Content"), and all copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the services and the Content (collectively, the "Intellectual Property") are owned by NYS or by our licensors, and are protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States of America ("U.S."). The services and the Content are also protected as a collective work or compilation under U.S. copyright and other laws and treaties. No Content or Intellectual Property may be copied, modified, published, broadcast, or otherwise distributed without ITS's prior written consent. ITS may withhold consent for any reason it deems appropriate.

The Entity may only use NY-Alert, the Content, and the Intellectual Property as expressly permitted by this Agreement and for no other purposes.

The Entity may not use any of ITS trademarks, trade names or service marks in any manner that creates the impression that such names and marks belong to, or are associated with, the Entity or are used with ITS consent, and the Entity acknowledges that it has no ownership rights in and to any of these names and marks. All present and future rights in, and title to, NY-Alert (including database rights and the right to exploit the services and any portions of the services over any present or future technology) are reserved to ITS for our exclusive use.

XII. Authorized Third Parties

Some of the websites used by NYS are hosted externally, on behalf of NYS, by contractors using webpages that are designed to look and feel like they are part of the NY.GOV domain. NYS utilizes a third party's capabilities to provide the NY-Alert service. ITS reserves the right to allow third parties to provide any necessary services to us and/or to the Entity to enable ITS to provide the services.

XIII. Release

The Entity hereby irrevocably and unconditionally releases NYS (and its officers, employees, agents, successors and assigns) from any and all claims for damages (actual or consequential), costs or expenses of any kind or nature whatsoever that Entity may have against NYS (and its officers, employees, agents, successors and assigns) arising out of or in any way related to or in connection with the use of NY-Alert.

XIV. Disclaimers

ITS is providing NY-Alert "as is" ITS does not provide any warranty whatsoever, whether express, implied, or statutory, including, but not limited to, any warranty of merchantability or fitness for a particular purpose or any warranty that NY-Alert will be error-free. In no respect shall ITS incur any liability for any damages, including direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to Entity's use of NY-Alert.

XV. Indemnity

The Entity agrees to indemnify, defend and hold NYS harmless from any and all claims or suits

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(including, without limitation, reasonable legal fees and expenses) that arise out of Entity's breach of this Agreement, use of NY-Alert, or violation of any law or the rights of a third party.

XVI. Nonperformance

If for any reason, ITS or any contractors and/or subcontractors engaged in the provision of services to this Agreement fail to perform in their agreements with ITS which results in ITS' inability and/or degraded ability to deliver the NY-Alert, then ITS' liability to the Entity shall be limited solely to the return of any consideration paid.

XVII. Cancellation of Previous Agreement

This Agreement cancels and supersedes any previously signed agreement between the Entity and NYS regarding the use of NY-Alert.

XVIII. Modification of Agreement

This Agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

XIX. Transferability and Assignment

This Agreement cannot be transferred or assigned by the Entity except with the written consent of the ITS.

XX. Entire Agreement

It is expressly understood and agreed that this Agreement embodies the entire agreement between the Parties regarding the Agreement's subject matter.

XXI. Acknowledgement and Agreement

The Entity understands that the terms of this Agreement are a condition of the initial and continued access and use of the NY-Alert service and agrees to all the terms and conditions in this Agreement.

ENTITY NAME:	
AUTHORIZED SIGNATORY:	
NAME (print):	
TITLE:	
DATE:	

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ATTACHMENT 1

PROCESS FOR NY-ALERT INTEGRATION and APPROVAL

- Parties will discuss the NY-Alert functionality and potential use.
- ITS NY-Alert will provide to the Entity the Agreement for Use of NY-Alert.
- Entity's authorized signatory executes the Agreement, before a notary public, and returns the executed Agreement to ITS NY-Alerts Unit at <u>Support@NYAlert.gov</u>. In the email subject line please include the name of your entity (e.g., NY-Alert Agreement NYS DOT, NY-Alert Agreement Niagara County, etc.).
- Entity completes the POC Assignment form (Attachment 2), executed by the Entity's authorized signatory, and returns the completed form to ITS NY-Alert at Support@NYAlert.gov.
- If applicable, Entity Executive completes the Request for Public Safety Alerting Authority (Attachment 3) and submits the completed form to DHSES Office of Emergency Management ("OEM") for approval.
- POC provides ITS NY-Alert with a list of requested Notifiers which includes his or her:
 - o Name
 - o Position/Rank/Title
 - o Office Address
 - o Mobile#
 - o Email Address
- ITS NY-Alert provides Alert/Notification Training to the initial designated Notifiers.
- An Authorized Entity's POC develops Notification Group(s) (utilizing .csv format) and
 provides the recipient list(s) to ITS NY-Alert (including the name of the group(s) and all
 needed data) or ITS NY-Alert will provide the Authorized Entity with the ability to import
 their Notification Group directly into NY-Alert.
- ITS NY-Alert generates an initial Notification Group(s) and notifies POC when completed.
- ITS NY-Alert provides access credentials to Notifiers.

ATTACHMENT 2

NY-ALERT ENTITY POINT-OF-CONTACT ASSIGNMENT

Please complete the following form and return it to ITS NY-Alert at <u>Support@NYAlert.gov</u>. Upon receipt, ITS NY-Alert will contact the identified POC to complete the process of granting access to NY-Alert to your Entity.

ENTITY:
1) PRIMARY POINT OF CONTACT:
POSITION/RANK/TITLE:
TELEPHONE:
MOBILE #:
OFFICE ADDRESS:
-
EMAIL ADDRESS:
2) ALTERNATE POINT OF CONTACT:
POSITION/RANK/TITLE:
TELEPHONE:
MOBILE #:
OFFICE ADDRESS:
EMAIL ADDRESS:
ENTITY's AUTHORIZED SIGNATORY
SIGNATURE:
NAME (print):
NAME (print):
TITLE:
DATE:

ATTACHMENT 3

REQUEST FOR NY-ALERT PUBLIC SAFETY ALERTING AUTHORITY

NOTE: ONLY FOR ENTITIES REQUIRING PUBLIC SAFETY ALERTING AUTHORITY

Please complete the following form and return the form to NYS DHSES OEM at dhses.ny.gov. Upon approval, DHSES will forward a copy of the approved form to ITS NY-Alert at Support@NYAlert.gov.

REQUESTING ENTITY:
JURISDICTION REQUESTED:
NOTIFICATION CHANNELS REQUESTED: EMAIL SMS TEXT VOICE: MASS DIALERS REVERSE 911 FACSIMILE TWITTER FACEBOOK RSS FEEDS* _ X WEBSITE POSTING* _ X SMARTPHONE APP (iOS and ANDROID) * _ X
(* These channels are automatically enabled)
Note: IPAWS/CMAS/WEA channel is available but requires FEMA pre-approval, credentials and specific training before activation. ENTITY EXECUTIVE
NAME: POSITION/RANK/TITLE: TELEPHONE: MOBILE #: OFFICE ADDRESS:
EMAIL ADDRESS: SIGNATURE: DATE:
APPROVED BY NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, OFFICE OF EMERGENCY MANAGEMENT:
NAME: POSITION/RANK TITLE: DATE: SIGNATURE: