

TOWN OF LEWISBORO TOWN BOARD MEETING AGENDA JUSTICE COURT 79 BOUTON ROAD TUESDAY, JANUARY 22, 2019 7:30 P.M.

- PUBLIC COMMENT
- CONSENT AGENDA Approval of Minutes of January 7, 2019
- NEW BUSINESS
 - Discussion of American Tower Letter Regarding Land Use and Construction Permit Letter of Authorization for T-Mobile and Resolution Authorizing Supervisor to Sign
 - Resolution Approving 2019 Interagency Agreement Renewal with North East Westchester Special Recreation and Authorizing Supervisor to Sign
 - Resolution Authorizing the Holding of Oliver's 5K at and Around Meadow Pond Elementary School on May 18, 2019
 - Resolution Approving the 2019 Drug Abuse Prevention Council Agreement and Authorizing Supervisor to Sign
 - Discussion Regarding the Number of Middle Income Units Which Can Be Owned by One Individual
 - Discussion to Allow Multifamily Use in the Two-Family Zoning District by Special Use Permit
 - Discussion of Closure of Public Hearing of November 26, 2018, Regarding Allowance of Accessory Wineries as Special Use
- APPROVAL OF CLAIMS
- POLLING OF THE BOARD
- ANNOUNCEMENTS
 - Town Board Meeting Monday, February 11, 2019 at 7:30 p.m. at the Lewisboro Library, 15 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.



January 8, 2019

ATC Site #: 413114

VIA Federal Express 774143562969 Return 790919789026

TOWN OF LEWISBORO NY ATTN:: Town Supervisor 11 Main St PO BOX 500 SOUTH SALEM, NY 10590

RE: Request for Land Use and Construction Permit Letter of Authorization

T-MOBILE NORTHEAST LLC dba T-MOBILE

@ ATC Site Name: Cross River NY

Site Address: 1081 HWY 35, South Salem NY

Dear TOWN OF LEWISBORO NY.

As you may know, American Tower's business includes providing tower space to wireless communication providers. Prior to installing equipment at our sites, American Tower requires that our customers comply with all local land use and construction permitting regulations. The purpose of this letter is to provide you with notice of this process and to request your signature on the enclosed Letter of Authorization. This Letter of Authorization ensures that the above referenced customer can file land use and construction permit applications for their current project, thereby complying with governmental regulations. This document does not alter your agreement with American Tower in any way.

Please acknowledge your consent and authorization on the attached page. Kindly return this original signed document in the enclosed Federal Express envelope. Additionally, please feel free to contact me at 781-428-7220 or Melissa.Metzler@americantower.com with any questions.

Melissa Metzler

Paralegal

American Tower

Enclosure/ Letter of Authorization



LETTER OF AUTHORIZATION

LICENSEE NAME: T-MOBILE NORTHEAST LLC dba T-MOBILE @ ATC Site Name: Cross River NY ATC Site #: 413114 Site Address: 1081 HWY 35, South Salem NY of the TOWN OF LEWISBORO NY. owner of the property identified above or duly authorized agent thereof, do hereby authorize T-MOBILE NORTHEAST LLC dba T-MOBILE, American Tower*, their parents, subsidiaries, affiliates, successors, assigns, contractors, and agents, to act as my nonexclusive agent for the sole purpose of filing and consummating any current or future landuse or construction permit application(s) as may be required by the applicable permitting authorities T-MOBILE NORTHEAST LLC dba T-MOBILE's proposed equipment. The Scope of work is as follows-THE PROPOSED PROJECT INCLUDES PLACING EQUIPMENT CABINETS AND GENERATOR ON A PROPOSED CONCRETE PAD INSIDE A 10' X 12' GROUND SPACE WITHIN THE EXISTING COMPOUND, AND PLACING NEW ANTENNAS ON A PROPOSED PLATFORM MOUNTED TO THE EXISTING TOWER. Signature: Print Name: NOTARY BLOCK State of ______) County of ______) On ______, before me. _____ personally appeared _, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature My Commission Expires:

*American Tower as used herein includes any affiliates or subsidiaries of American Tower Corporation



AMERICAN TOWER®

ATC SITE NAME: CROSS RIVER NY ATC SITE NUMBER: 413114 T-MOBILE SITE ID: NY09127A SITE ADDRESS: 15 HOWLAND DR SOUTH SALEM, NY 10590



LOCATION MAP

VICINITY MAP

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A.T. ENGINEERING SERVICE PLLC INCO RESERVEY PARKNING CARL NO STATE PHONE (610) 455-2112

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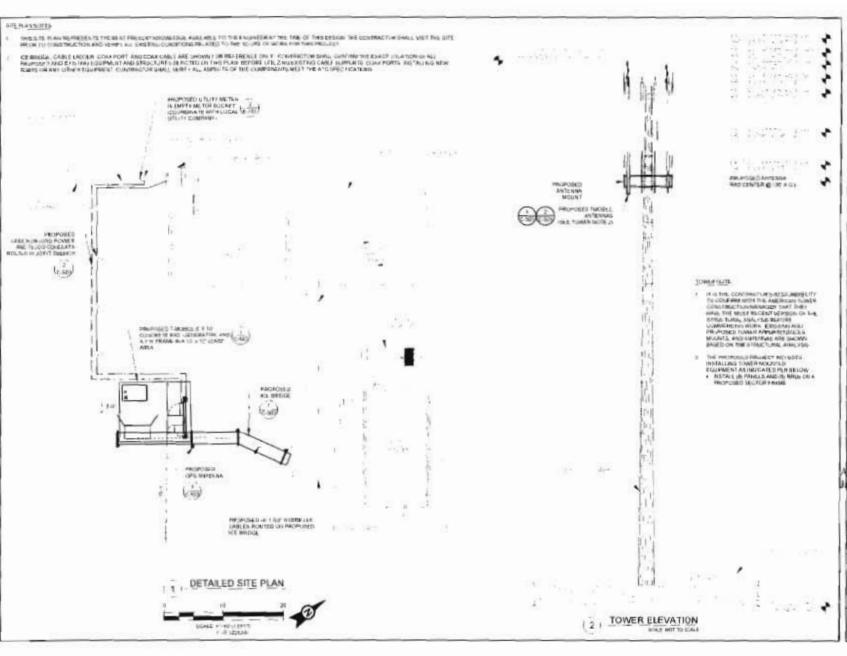
GENERAL NOTES

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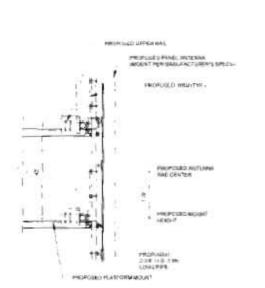
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A.T. ENGINEERING BERVICE, PLLC MAN REGENCY PARKWAY DATE NO CARY, NO 27616 PHONE: 2719 458-0112

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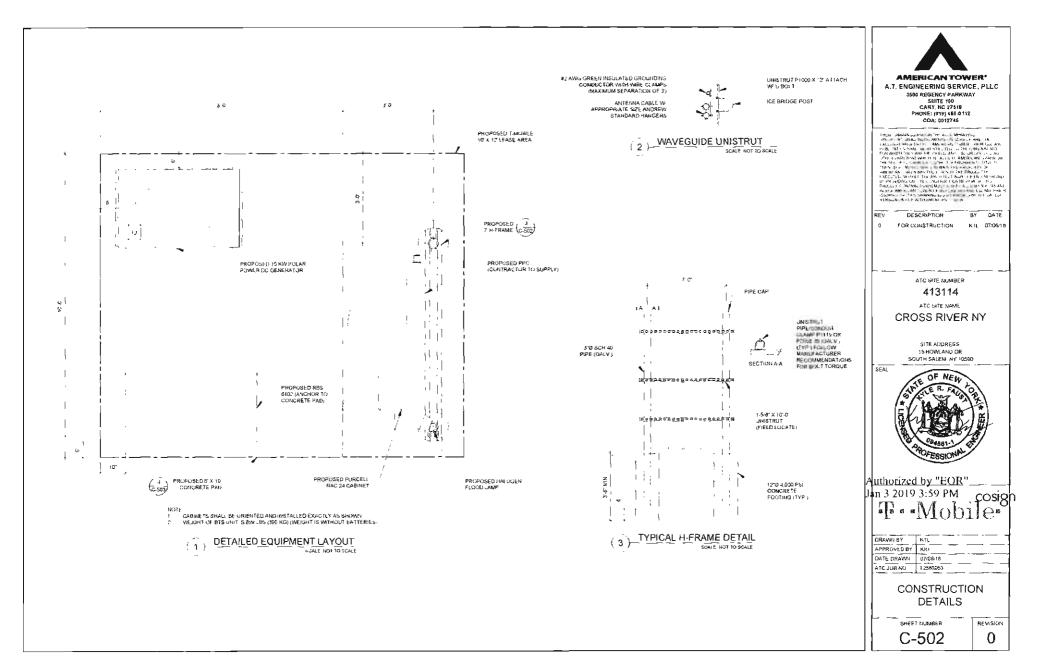
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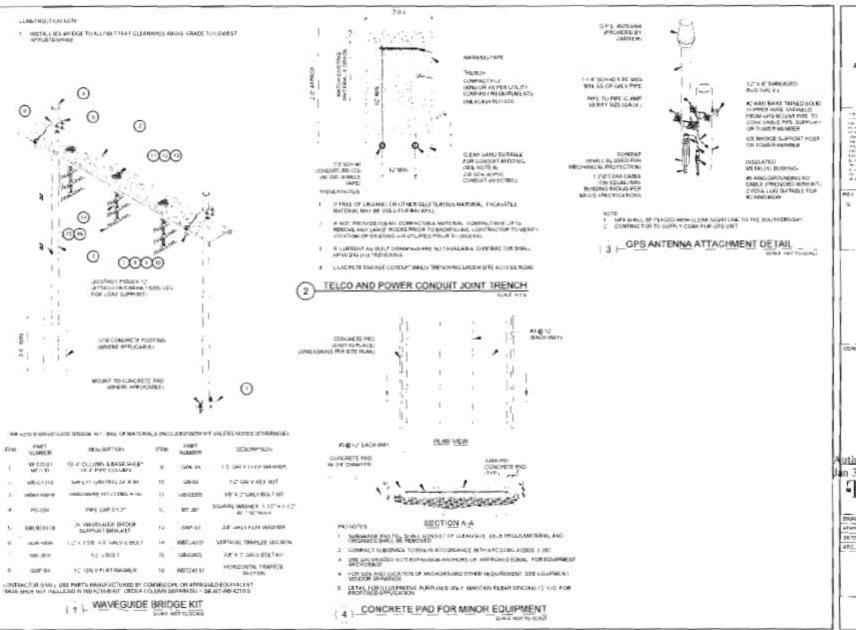
ANTENNA INFORMATION & SCHEDULE

REVERON

THEST NUMBER C-501

(3) ANTENNA SCHEDULE







AMERICAN TOWER*
A.T. ENGINEERING SERVICE, PLLC
1688 PRINCEY PARKINGY
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CANY, NO 29414
PRONC 2014 48-414

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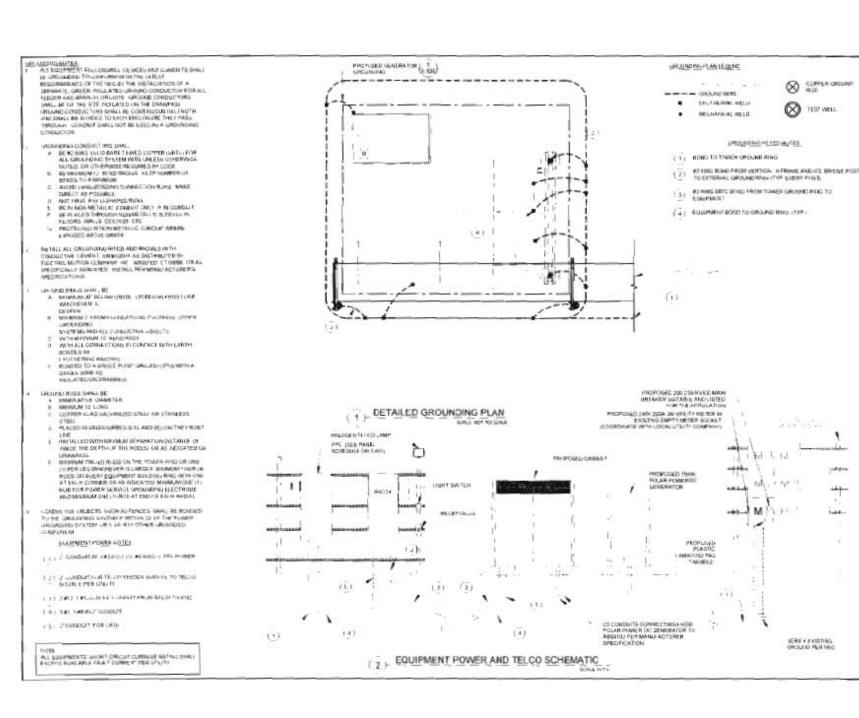
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> CONSTRUCTION DETAILS

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C-503

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CORRECTIONS

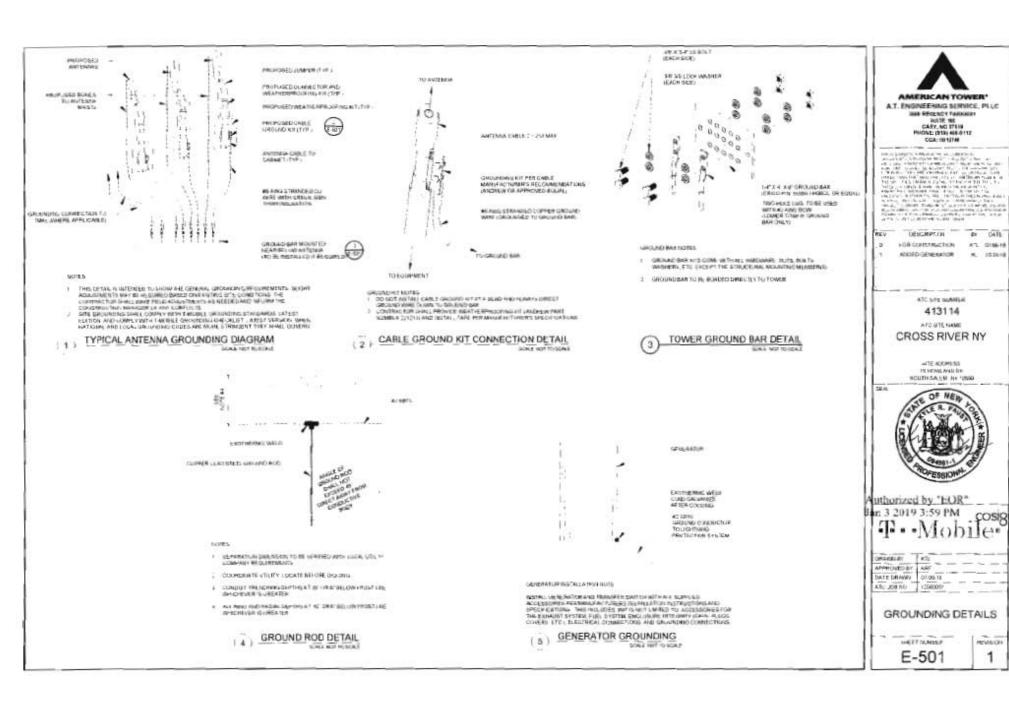
- April 14

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WHEN PRINTING

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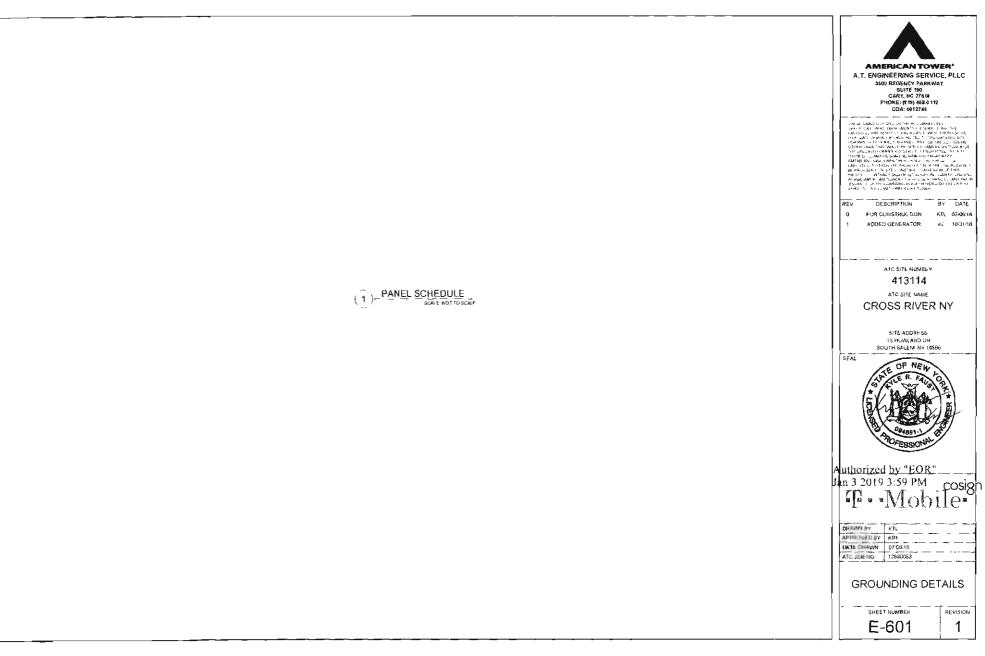
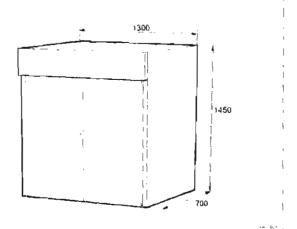


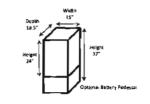
Table 1 Dimensions, Weight, and Color

Dimensions	
Height	1450 mm
Wicti	1300 mm
Depth	700 mm
Weight	
RBS (standard equipped) without backup batteries	390 kg
Calor	
Sitay	Reference number: RAL 7035, glossy



Technical Specifications

Exterior Dimensions



Interior Dimensions

- 23"H x 14"W x 17.5"D

Construction Materials

- · Akuminum (lightweight, corrosion-resistant)
- · Paint: polyester powder coat

Door/Side Panel Construction

- · Front door with alarm
- · Removable back panel for rear equipment access
- Dual-point latched and pad tockable (padiock provided by end-user)

Equipment Mounting

- 5RU of equipment space; 19" vertically mounted
- · Adjustable from front to back; 4 positions

Mounting Options

- Wall mount
- Pole mount
- Pad mount (with battery pedestal)

Power Distribution

- AC power distribution
- DC power distribution

Battery Pedestal Option

- Open air environment; will support 62Ahr battenes
- Competible with pad, pole, or wall mount

Thermal Management Options

- Blank Plate
- Louvered inlets with removable filters
- Direct Air Cooling: +24VDC, -48VDC, or 120VAC with GORE filter for environmental protection
- Thermoelectric Cooling: +24VDC or -48VDC, side mount
- Air Conditioner: 2,000 BTU/hr with integrated heater, side mount

Additional Options

- AC receptacle: Two outlet 15A standard
- Grounding: 6 position ground bar (a second 8
- position ground bar with AC power distribution)
- · Alarm block: 6 position or 12 position

Weight

- 35 lbs cabinet only
- 50 lbs cabinet with direct air cooling option
- 67 lbs with thermoelectric cooling option
- 65 lbs with 2K air conditioner option

Agency Information

- UL-508A; NEMA 3R

Warranty

- 5 years enclosure/1 year thermal system

Purceil Systems, Inc. 16125 East Euclid Avenue Spokano Washington 99216 Phone: 509.755.0341 www.purcellsystems.com

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CABINET CONFIGURATION SCALE NOT TO SCALE (2) CABINET CONFIGURATION SCALE NOT TO SCALE

SUPPLEMENTAL

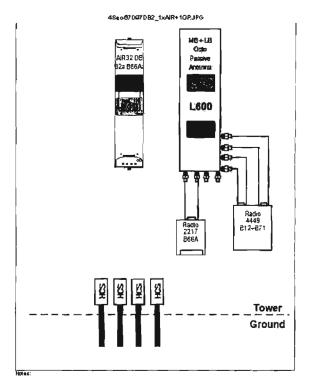
SHEET NUMBER R-601

0

REVISION

NOTE: THIS SHEET CREATED BY OTHERS AND PROVIDED BY REQUEST OF CUSTOMER WITHOUT EDIT

	s	ection 5 - RAN Equipment
		Exiating RAN Equipment
	T	nis section is intentionally blank. ——
		Proposed RAN Equipment
		Yemplete: 45ec-67097062
Enclarym	1	2
Enclosene Type	(RBS 6102 MU AC)	(Ancillery Equipment)
Sa sub and	(U730) 68 5218 (U7300) (1700) (1700) (1800)	
Hybrid Cabin System		(Ericuson 8x12 HCS 'Salect Langth & AWG' (x1)
-,		(Ericsson 8x12 HCS "Select AW3 & Langth")
Lty Mip le sor	(XMU [42))	
RAN Scepe of Wor	k:	
Install 1 BB C 4	SID2 MUAC Cabinat equipped with (1) DUW30, (1) BB5:	16 and (2) XML03, Install (1) 6x12 Fiber Hybrid cable per sector. Install Mechanical down blk brackets on all



(2) - ANTENNA CONFIGURATION SCALE NOT TO SCALE

SUPPLEMENTAL

SHEET NUMBER

R-602

REVISION



Town of Lewisboro

Parks & Recreation Department



Dana M. Mayclim Superintendent

Laura A. Stone Senior Office Assistant Pamela Veith Senior Adult Coordinator

> Reed Pullem Recreation Assistant

TO: Peter Parsons, Town Supervisor

FROM: Dana M. Mayclim, Superintendent

DATE: January 14, 2019

RE: 2019 Interagency Agreement Renewal - Northeast

Westchester Special Recreation Inc.

Attached please find the 2019 Northeast Westchester Special Recreation interagency agreement for the Town of Lewisboro for you to sign if approved by the Town Board. The municipal match share for the Town in 2019 is \$11,342.44. The payment schedule requires the first payment of \$5,527.08 to be paid by the end of January and the balance of \$5,815.36 due by the end of June. The money for this payment has been approved in the 2019 Recreation and Parks Department budget in account 7310.42 (youth).

I would like to request that the interagency agreement be placed on the Town Board agenda. I have included the agreement for the Town Board and Town Attorney to review. Once the agreement has been signed, I will process a claim to be paid.

Should you require additional information concerning this agreement renewal, please let me know. Thank you in advance for your consideration in this matter.

Respectfully, submitted,

Dana M. Mayclim Superintendent

DMM: 1s

cc Town Board





North East Westchester Special Recreation Inc. 63 Bradhurst Avenue, Hawthorne, New York 10532 914-347-4409 Fax 914-347-4050

December 18, 2018

Dana Mayclim Town of Lewisboro 99 Elmwood Rd. South Salem, NY 10590

Dear Dana,

As per our North East Westchester Special Recreation Interagency Agreement, your Per Capita match for 2019 is \$5,527.08 and is due by January 30,2019

The following is an explanation of how the Municipal Match is done:

6 decimals are used on all figures.

Per Capita – take amount of money needed for the year \$67,852.47 and divide by the population 152,362 which equals .4453372 x population 12,411 = \$5,527.08

Per Participant – The participant cost for the year is \$171.04. This number is then multiplied by the number of participant's form Lewisboro which is 34. Your per participant cost for 2019 is \$5815.36and will be due by June 30, 2019.

Sincerely,

Ellie Arnemann Executive Director

NORTH EAST WESTCHESTER SPECIAL RECREATION, INC.

INTERAGENCY AGREEMENT

This agreement made on the (1st.) day of (January), (2019), by and between North East Westchester Special Recreation Inc., a NFPC organized pursuant to laws of State of New York and the Town of Mount Pleasant, a municipal corporation of the State of New York, the Town of New Castle, a municipal corporation of the State of New York, the Town of Bedford, a municipal corporation of the State of New York, the Town of Somers, a municipal corporation of the State of New York, the Town of Lewisboro, a municipal corporation of the State of New York, the Town of North Castle, a municipal corporation of the State of New York, the Village-Town of Mount Kisco, a municipal corporation of the State of New York, the Village of Sleepy Hollow, a municipal corporation of the State of New York, the Village of Pleasantville, a municipal Corporation of the State of New York, The Town of North Salem, a municipal corporation of the State of New York, The Town of Pound Ridge, a municipal corporation of the State of New York, The Village of Briarcliff Manor, a municipal Corporation of the State of New York; shall enable said municipalities the opportunity to provide a collective program of Therapeutic Recreation services for individuals with disabilities through participation in (North East Westchester Special Recreation Inc.)

Now, therefore, the parties hereto agree as follows:

FIRST:

The parties shall jointly operate a therapeutic recreation program for individuals with disabilities residing or domiciled within the corporation limits of their respective municipalities irrespective of age or degree of the disabling condition.

SECOND:

The program shall be funded through each municipality in accordance with a schedule of fees attached hereto and made part hereof establishing respective local shares which shall be in addition to any third party sources of funding. Additionally, the parties agree to help with fund raising events in support of North East Westchester Special Recreation Inc. Said local share shall be paid to North East Westchester Special Recreation in two installments; the first before the last day of February, and the second on the last day of July in any calendar year in which this agreement shall be operative.

THIRD:

The substantive program policy shall be the joint responsibility of all the parties; but shall be carried out administratively by North East Westchester Special Recreation, Inc.; in the manner as any other programs for which said municipality would otherwise individually be responsible. Administrative services include, but are not limited to, accounting, payroll, legal, personnel, insurance, and risk management. In addition, the agency on behalf of the program may apply and receive grants and other third party sources of revenue and may further enter into agreements on behalf of the program with other governmental agencies and non-profit organizations providing full or partial support of any program or activity to be provided hereunder

FOURTH:

The Board of Directors, consisting of the Recreation Department Chief Administrator from each of the parties shall have policy making power for the program and which shall further have the power to adopt rules, regulations and procedures for the governing of the program affairs in a manner consistent herewith.

FIETH:

North East Westchester Special Recreation shall procure and maintain liability insurance at its own cost and expense relating to all activities sponsored by and performed by the program, which insurance shall protect the interest of the parties hereto as named insured. Members of the North East Board of Directors shall be indemnified should suit be brought against them. A copy of the insurance coverage is submitted herewith naming North East Westchester Special Recreation, Inc. as the insured party to the benefit of the individual municipality.

SIXTH:

The chief fiscal officer of North East Westchester Special Recreation shall be the Treasurer.

SEVENTH: Programs shall be held throughout the participating municipalities, utilizing existing community facilities.

EIGHTH:

North East Westchester Special Recreation shall provide services for residents of participating communities and will accommodate non-resident participants in accordance with agency guidelines currently enforced.

NINTH: This agreement shall be effective for the calendar year and upon further agreement of the parties, may be amended and/or extended from year to year thereafter.

TENTH:

This Agreement may be executed by the separate signatures of the parties hereto on any number of counterpart copies hereof, and each of said executed copies shall become effective when so executed by North East Westchester Special Recreation, Inc. and each particular municipality, and only after all of the municipalities to this Interagency Agreement have been signed, which would then bind all parties thereto.

Each counterpart signed copy shall be deemed an original, but all of which

together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date appearing next to their signature below.

NORTH EAST WESTCHESTER SPECIAL RECREATION INC.

<u>1/1/2019</u> Date	Ву:
	Ellie Arnemann
	Title: <u>Executive Director</u>
	Municipality/Town/Village of:
Date	Ву:
	Name Printed Title

2019 Municipal Match Contributions

	2019	2019	2019
TOTALS	Per Capita	Per Part	Total
Bedford	7,719.92	9,578.24	17,298.16
Briarcliff	3,503.47	4,276.00	7,779.47
Lewisboro	5,527.08	5,815.36	11,342.44
Mt. Kisco	4,843.93	10,946.56	15,790.49
Mt. Pleasant	11,993.38	6,841.60	18,834.98
New Castle	7,824.13	5,986.40	13,810.53
North Castle	5,273.24	1,710.40	6,983.64
Sleepy Hollow	4,395.48	2,736.64	7,132.12
North Salem	2,273.00	1,539.36	3,812.36
Pleasantville	3,125.82	4,447.04	7,572.86
Pound Ridge	2,273.00	3,762.88	6,035.88
Somers	9,100.02	9,578.24	18,678.26
Total	67,852.47	67,218.72	135,071.19

Per Capita:

.4453372 (Cost divided by Municipal Population)

Per Participant

\$171.04

RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF LEWISBORO AT A MEETING HELD ON JANUARY 22, 2019

RESOLVED, that the Town Board does authorize the holding of Oliver's 5K for stillbirth awareness and research on Saturday, May 18, 2019 starting behind Meadow Pond Elementary school on Deep Well Farms Road and across the field onto Shady Lane and heading back on the same route they came out on and be it further

RESOLVED, that proper insurance and Police Chief Approval has been obtained.

STATE OF NEW YORK COUNTY OF WESTCHESTER

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, County of Westchester, State of New York, do hereby certify that I have compared the preceding copy of a Resolution adopted by the Town Board of the Town Board of Lewisboro at a meeting held on the 22nd day of January 22, 2019, to the original thereof, and that the same is a true and exact copy of said original and of the whole thereof.

Janet L. Donohue
Town Clerk

Dated at South Salem, New York this 23rd day of January, 2019



Event General Liability Insurance

Proposal & Application

Payment Outstanding

PROPOSAL NUMBER 1238176

PREPARED ON 01/14/2019

PRICING VALID UNTIL 01/21/2019 (7 days)

Page 1 of 2

PREPARED FOR Star Legacy Foundation c/o Amy Kent 7820 Terrey Pine Ct, #80, Eden Prairie, MN 55347 Phone: 9527157731 Email: amy@starlegacyfoundation.org		LICENSED AGENT (ALL 50 STATES) East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945		
PROPOSAL CREATED BY www.TheEventHelper.com Inc, Alexis Thayer 1020 McCourtney Rd. Suite B, Grass Valley, CA 95949 Phone: (530) 477-6521 Email: alexis@theeventhelper.com		Lloyds Syndicate 2623 NAIC: AA-1128623 82% Lloyds Syndicate 623 NAIC: AA-1126623 18% Rating: A.M. BEST A(Excellent) XV		
COVERAGE LIMITS Each Occurrence (Includes Bodily Injury a Property Damage) Personal & Advertising Injury Products / Completed Operations Aggreg General Aggregate Medical Payments	\$1,000,000 gate Included \$2,000,000	POLICY COVERAGE INTENT This is just an brief overview, see policy for exact coverage. Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits.		
Liquor Liability Waiver of Subrogation Additional Insured(s) Hired & Non-Owned Auto Deductible Medical Payments 2	\$5,000 Host Included Included Included Included \$1,000	COST BREAKDOWN Premium Stamping Fees Tax Policy Fee Risk Purchasing Gr	oup Membership Cost	\$473.41 \$0.81 \$17.05 \$376.36 \$0.00
EVENT DETAILS Where is your event? Total days of coverage you need? Estimated total attendance? "Fun" Run (Run/Walk) / 5 K Run	NY Term Policy 1			\$867.63
COVERAGE TERM Policy Term: 05/18/2019 to 05/19/2019.				
PARTICIPANT CLASSIFICATIONS "Fun" Run (Run/Walk) / 5 K Run	AGES UNDER 12 AGE 80 10	S 13 TO 15 AGES 16	TO 18 AGES 19 TO OLDER 200	SPECTATORS
ADDITIONAL INSUREDS (SHOWING 3 OF 4) Meadow Pond Elementary Joyce Donnelly 60 North Salem Road Cross River, NY 10518	Katonah Lewisboro S 60 North Salem Road Cross River, NY 1051	j	Town of Lewisboro 11 Main Street, PO Box 5 Lewisboro, NY 10590	00

Phone: (530) 477-6521 Email: alexis@theeventhelper.com Office Hours: Monday-Friday, 7am - 5pm PST

© 2019 www.TheEventHelper.com Inc., 1020 McCourtney Rd. Suite B, Grass Valley, CA 95949



Event General Liability Insurance

Proposal & Application

Payment Outstanding

PROPOSAL NUMBER 1238176

PREPARED ON 01/14/2019

PRICING VALID UNTIL 01/21/2019 (7 days)

REFUND POLICY

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$376.36, the full Administration Charge on my policy. In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period.

TERMS & CONDITIONS

NOTICE TO THE APPLICANT

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, the undersigned authorized agent of the person(s) and organization(s) proposed for this insurance declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, the Applicant will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

This is a Claims-made policy with a 24 Month Extended Reporting Period. You have 2 years from the policy expiration date to submit claims in writing to the insurance company.

TERMS AND CONDITIONS

A. I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. Note: This application is signed by undersigned authorized agent of the Applicant(s) on behalf of the Applicant(s) and its owners, partners, directors, officers and employees. Name of Person Acknowledging Warranty: c/o Amy Kent, 01/14/2019

- B. I/We confirm that we understand that your Firearms, Auto Exposures, Animal Exposures and Assault & Battery are Excluded From This Policy.
- C. I/We confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics of any Kind.
- D. I understand there is no coverage for participants for event types not otherwise classified, amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion). This does not mean you cannot have them at your event, it means our policy will exclude coverage for amusement devices, inflatables, rides or animals.
- E. I/We understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

This policy only provides Participant Medical coverage of \$10,000 for the following event types: "Fun" Run (Run/Walk) / 5 K Run

EXCLUDED EVENT TYPES

Aircraft Events; Boat Shows (on the open water); Cannabis Events or Products; Concerts with Rap, Hip Hop, Heavy Metal, or Hard Rock; Go Kart Races; Hang Gliding/Sky Diving; Hot Air Balloon Rides or Events; Motorized Sporting Events; Parachuting; Firearms; Parasalling; Raves; Roller Coasters/Sky Coasters; Sky Diving; Tractor Pulls, Trampolines, Wall Climbing, War Games/Re-enactments, Water Events (unless classified as water event type), Water Slides

F. You are hereby notified that your policy will terminate effective no later than the date and time of its expiration. You have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED, PLEASE READ THIS POLICY CAREFULLY.

Licensed Agent in all 50 states: Will Maddux

randum

Town of Lewisboro Supervisor Peter Parsons Kathryn Ferrara, The Drug Abuse Prevention Council Program Coordinator January 9, 2019 DAPC Tri-Town Agreement

The 2019 agreement among Bedford, Lewisboro, and Pound Ridge to fund The Drug Abuse Prevention Council is due to be signed by all parties. Please note, each municipality's financial obligation under the agreement remains the same, with The Town of Lewisboro's annual contribution to the Council set at \$6,500.

Kindly sign the agreement and return to me via email at kathryn.dapc@gmail.com, copying Supervisor Chris Burdick at supervisor@bedfordny.gov.

Please also mail the original signature to:

Supervisor Chris Burdick 321 Bedford Road Bedford Hills, NY 10507

The Drug Abuse Prevention Council truly appreciates your continued support. If you have any questions, please feel free to contact me at 914-552-7219.

Sincerely,

Kathryn Ferrara

AGREEMENT AMONG BEDFORD, LEWISBORO AND POUND RIDGE TO FUND A DRUG ABUSE PREVENTION COUNCIL

THIS AGREEMENT, made this 1st day of January, 2019, by and among the **TOWN OF BEDFORD**, with offices at the Town House, 321 Bedford Road, Bedford Hills, NY 10507, the **TOWN OF POUND RIDGE**, with offices at the Town House, 179 Westchester Avenue, Pound Ridge, NY 10576, and the **TOWN OF LEWISBORO**, with offices at the Town House, 11 Main Street, South Salem, NY 10590, each and all of them being municipal corporations of the State of New York and being hereafter referred to collectively as "the Municipalities".

WITNESSETH

WHEREAS, each of the Municipalities has heretofore established a Drug Abuse Prevention Council pursuant to Article 12E, section 239-u of the General Municipal Law of the State of New York; and

WHEREAS, the several Drug Abuse Prevention Councils of the Municipalities have agreed among themselves that they can most efficiently and effectively perform their functions and discharge their responsibilities to the communities they serve by means of a cooperative effort, and

WHEREAS, said Drug Abuse Prevention Councils have in fact effectively been performing certain of their functions on a cooperative basis as aforesaid for a period of several years, and

WHEREAS, the governing bodies of each of the Municipalities has dully authorized the execution of this Agreement by their respective officers;

NOW, **THEREFORE**, in consideration of the foregoing and of the mutual terms and conditions and undertaking hereinafter set forth, and pursuant to the powers in them vested pursuant to Article 5-G, Section 119-0 of General Municipal Law of the State of New York, the Municipalities, for themselves and their respective Drug Abuse Prevention Councils are agreed as follows:

- Said Drug Abuse Prevention Councils may jointly engage (a) independent contractors trained persons, including but not necessarily limited to psychologists, psychiatrists, physicians, and social workers to serve as consultants and to assist the Councils in the performance of their statutory functions and to provide educational and counseling services, and (b) hire a Coordinator and Assistant Coordinator. Their hourly rates of pay for this contract shall be \$45 for the Coordinator; \$19.94 for the Assistant Coordinator.
- Said Councils may jointly purchase supplies and equipment and contract for non-professional services which are necessary to the carrying out of their statutory functions.
- Said Councils may jointly lease, use, occupy and maintain real property for offices and

for meeting and counseling facilities, including appurtenances thereto.

- Said Councils may jointly apply for, receive and accept public or private grants, gifts, bequests or similar benefits, where in specie of in kind.
- Said Councils may jointly make claim to or for any federal, state of other public aid for
 which they might individually be eligible on account of their joint functions and services,
 or which might be payable to the Municipalities, severally or collectively, on account of
 their joint functions and services, or which might be payable to the Municipalities,
 severally or collectively, on account thereof.
- In order to process the payment of claims in an efficient and timely manner, the Town of Bedford agrees to act as the Agent for the Municipalities and process the payment of claims. In order to do this, the Town of Bedford will establish a separate "fund" where the revenue will be the contribution of funds from the Municipalities and "Youth at Risk" or other grants received by us on behalf of the Drug Abuse Prevention Councils, and against which expenses will be charged. The Municipalities agree to make contributions equal to 50% of their annual monetary commitment in March and the remaining 50% of their contribution in September. Periodic reports showing full disclosure of expenditures will be made available as requested by the participating Municipalities but no less frequently than once a year. Unexpended balances will be refunded to participating municipalities after the close of each fiscal year.
- The Municipalities agree to bear the lawful costs and expenses incurred by the Councils for the joint provision of services and the joint performance of their functions on the following basis:

Bedford \$26,000

Pound Ridge \$13,000

Lewisboro \$ 6,500

- The Municipalities agree to consult with each other upon the question of budgetary allocations required for the joint operations of the Councils.
- The Councils may make, adopt and alter rules and regulations governing the conduct of their joint programs and projects which are not consistent herewith or with any provision of law.

- This agreement shall be for one year whose term shall be from January 1, 2019 to December 31, 2019 and shall be deemed to be renewed for like periods, provided always, however, that at any time after the execution hereof, any of the Municipalities may withdraw from this Agreement by giving to the others not less than 60 days advance written notice thereof.
- This agreement must be signed by the Town Supervisors of the Towns of Pound Ridge and Lewisboro prior to returning to the Town of Bedford for final execution.

IN WITNESS WHEREOF, this Agreement has been executed by the Municipalities, each on the date set forth below.

TOWN OF BEDFORD	TOWN OF POUND RIDGE
By:	By:
Chris Burdick, Supervisor	Kevin C. Hansan, Supervisor
Date:	Date:
TOWN OF LI	EWISBORO
By:	
Peter Parso	ons, Supervisor
Date:	

Town of Lewisboro

