



**TOWN OF LEWISBORO
TOWN BOARD MEETING 7:30 P.M.
AGENDA
VIA REMOTE ACCESS (SEE INSTRUCTIONS BELOW)
MONDAY, JUNE 14, 2021**

- I. PUBLIC COMMENT I**
- II. COMMUNICATIONS**
 - a. Resignation of OSPAC member Tim Farrow**
 - b. Recognition of Doris Peter as Chair of Pedestrian and Bicycle Advisory Committee**
 - c. Letter of Retirement from Highway Employee Rob Wakeman**
- III. CONSENT AGENDA**
 - a. Approval of Minutes of May 10, May 24 and June 4, 2021**
 - b. Monthly Reports May 2021**
 - i. Building Department**
 - ii. Police Department**
- IV. UNFINISHED BUSINESS**
 - a. Discussion Regarding Cannabis**
- V. NEW BUSINESS**
 - a. Resolution Approving Eagle Scout Project of Joseph Smith**
 - b. Resolution to Approve Pool Rental Agreements With**
 - i. Storm Aquatics**
 - ii. Westchester Aquatic Club**
 - iii. Westchester Diving Academy**
 - iv. Free Diving/Constantinos Michailidis**
 - c. Resolution Approving Replacement and Installation of Well Pump #2 at Oak Ridge**
 - d. Discussion of Highway Superintendent as an Appointed Position**
 - e. Discussion Regarding Amendment to Limit Gas Station Law**
 - f. Resolution Approving Renewal of Agreements with KLSO: Use of Facilities, Summer Bus Rental, School Resource Officer, Salt/Fuel Agreement, and Rental of LES**
 - g. Resolution to Authorize Advertising for Bid for Fox Valley Driveway Paving**

VI. PUBLIC COMMENT PERIOD II

VII. APPROVAL OF CLAIMS

VIII. POLLING OF THE BOARD

IX. ANNOUNCEMENTS

Town Board Meeting Monday, June 28, 2021, at 7:30 p.m., via remote access.

MOTION TO GO INTO EXECUTIVE SESSION

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

REMOTE ACCESS INSTRUCTIONS:

Join Zoom Meeting

<https://zoom.us/j/92139372377?pwd=eVlTemNES3BJSjNYck1FZ0loNG9sZz09>

Meeting ID: 921 3937 2377

Passcode: 183436

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 921 3937 2377

Passcode: 183436

TOWN OF LEWISBORO

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

	2018		2019		2020		2021	PERCENT INCREASE YEAR TO DATE
	BUDGET REVENUE: \$434,900		BUDGET REVENUE: \$484,900		BUDGET REVENUE: \$484,900		BUDGET REVENUE: \$510,000	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$24,188.00	JAN	\$98,053.50	JAN	\$18,802.00	JAN	\$46,580.69	148%
FEB	\$37,616.25	FEB	\$70,620.00	FEB	\$30,148.50	FEB	\$46,052.00	89%
MAR	\$82,498.25	MAR	\$65,705.00	MAR	\$20,785.00	MAR	\$152,883.32	252%
APR	\$39,072.00	APR	\$23,589.50	APR	\$49,473.50	APR	\$62,215.75	158%
MAY	\$28,204.00	MAY	\$39,725.50	MAY	\$31,037.87	MAY	\$87,484.00	163%
JUNE	\$54,769.00	JUNE	\$51,749.75	JUNE	\$106,037.00	JUNE		
JULY	\$31,403.00	JULY	\$30,815.25	JULY	\$72,945.50	JULY		
AUG	\$53,328.50	AUG	\$31,304.50	AUG	\$57,067.00	AUG		
SEPT	\$28,576.50	SEPT	\$55,332.00	SEPT	\$101,789.50	SEPT		
OCT	\$65,539.00	OCT	\$60,025.18	OCT	\$83,161.00	OCT		
NOV	\$27,541.12	NOV	\$26,605.00	NOV	\$121,043.10	NOV		
DEC	\$54,928.00	DEC	\$12,540.50	DEC	\$85,554.21	DEC		
	\$527,663.62		\$566,065.68		\$777,844.18		\$395,215.76	

TOWN OF LEWISBORO
Building/Zoning Department
79 Bouton Road
South Salem, NY 10590
M5 Fee Report
From 04/30/2021 To 05/27/2021

Count by Type

Fee Type	Count	Total
BUILDING PERMIT FEE	109	\$35,310.00
CERTIFICATE OF COMPLIANCE FEE	76	\$5,275.00
CERTIFICATE OF OCCUPANCY FEE	34	\$21,515.00
CIVIL PENALTY - NO PERMIT	4	\$9,930.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	24	\$1,200.00
RE-INSPECTION	7	\$1,100.00
RECORDS MANAGEMENT FEE	92	\$184.00
RENEWAL FEE	2	\$8,954.00
Stormwater ADMIN	3	\$1,055.00
Wetland Administrative	6	\$2,205.00
ZONING BOARD APPLICATION	3	\$756.00
	0	\$87,484.00

2021

INCIDENTS REPORTED	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	YTD
Auto Accidents	8	9	8	9	10	0	0	0	0	0	0	0	44
Aided Cases	31	32	38	45	56	0	0	0	0	0	0	0	202
Alarms	11	11	11	19	24	0	0	0	0	0	0	0	76
Animal	4	8	10	9	4	0	0	0	0	0	0	0	35
Assist Other Depts.	12	8	3	5	9	0	0	0	0	0	0	0	37
Burglary	0	0	3	0	0	0	0	0	0	0	0	0	3
Civil Complaints	2	3	2	5	4	0	0	0	0	0	0	0	16
Criminal Activity	1	0	0	1	2	0	0	0	0	0	0	0	4
Domestic Incidents	1	2	2	2	0	0	0	0	0	0	0	0	7
Drug Related Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Harassment	0	6	1	6	4	0	0	0	0	0	0	0	17
Larceny	2	1	1	1	2	0	0	0	0	0	0	0	7
Fingerprints	2	3	3	1	4	0	0	0	0	0	0	0	13
Fire	3	1	3	1	0	0	0	0	0	0	0	0	8
Property Lost / Found	4	0	4	3	1	0	0	0	0	0	0	0	12
Utilities	0	5	10	8	2	0	0	0	0	0	0	0	25
Miscellaneous	19	11	19	25	20	0	0	0	0	0	0	0	94
Mischief / Vandalism	6	3	1	3	3	0	0	0	0	0	0	0	16
Summons / Papers Served	4	0	8	2	2	0	0	0	0	0	0	0	16
Suspicious Activity	9	8	13	11	9	0	0	0	0	0	0	0	50
Trespass	1	1	0	0	3	0	0	0	0	0	0	0	5
Vehicles	13	14	9	14	22	0	0	0	0	0	0	0	72
MONTHLY TOTALS	133	126	149	170	181	0	0	0	0	0	0	0	759

	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	5	2	3	3	6	0	0	0	0	0	0	0	19
Appearance Tickets	0	0	0	0	1	0	0	0	0	0	0	0	1
MONTHLY TOTALS	5	2	3	3	7	0	0	0	0	0	0	0	20

VEHICLE AND TRAFFIC TICKETS	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
Speeding	10	1	5	21	19	0	0	0	0	0	0	0	56
Agg. Unlicensed	0	0	0	0	0	0	0	0	0	0	0	0	0
Stop Sign	3	0	2	7	3	0	0	0	0	0	0	0	15
Seat Belts	0	0	1	0	5	0	0	0	0	0	0	0	6
Cell / Text	0	0	2	5	2	0	0	0	0	0	0	0	9
Other	34	24	36	50	61	0	0	0	0	0	0	0	205
Parking	5	3	3	3	6	0	0	0	0	0	0	0	20
App Ticket	0	0	0	0	1	0	0	0	0	0	0	0	1
MONTHLY TOTALS	52	28	49	86	97	0	0	0	0	0	0	0	312



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

AGREEMENT WITH

Storm Aquatics

COOPERATIVE USE AGREEMENT

BETWEEN

Town of Lewisboro

AND

Storm Aquatics

FOR

Usage of the Lewisboro Town Pool for Swim Practices

This Use Agreement made and entered into this Monday, the fourteenth of June, 2021 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Storm Aquatics, hereafter referred to as "User" for their swim practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

1. Purpose

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting swim and dive team practices. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

2. Term

The term of this Use Agreement shall be for portions of Monday, June 28th through Friday, August 13th, 2021. Actual dates will be listed on a separate attachment and subject to change at discretion of the Pool Facilities Manager.

The User shall have a non-exclusive right to use the Property during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

The User will be charged \$75 per hour for usage of the pool complex, plus a \$48 flat set up fee on specified weekdays, located on the Town Property and a refundable \$500.00 damage/cleanup deposit will be collected for the days of said practices. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

3. Town Obligations

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their swim team due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for team practices.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

4. User Obligations

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.

- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.
- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town Of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

5. Signage

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

6. Structure

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

7. Indemnification

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

Town of Lewisboro

Storm Aquatics

By: _____
Peter Parsons, Town Supervisor

By: _____
Christopher Jankowski, Head Coach

Date: _____

Date: _____



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

MEMO TO: Lewisboro Town Board

MEMO FROM: Michael Portnoy, Recreation Assistant

DATE: June 9, 2021

RE: Storm Aquatics – Tentative Schedule

Saturday	6/26	8:30-10:30
Sunday	6/27	7:00-10:30
Monday	6/28	7:15-8:45
Tuesday	6/29	7:00-9:00
Wednesday	6/30	7:00-9:00
Thursday	7/1	7-9 + 7-8:30
Friday	7/2	OFF
Saturday	7/3	8:30-10:30
Sunday	7/4	7:00-10:30
Monday	7/5	7:15-8:45
Tuesday	7/6	7:00-9:00
Wednesday	7/7	7:00-9:00
Thursday	7/8	7-9 + 7-8:30

Friday	7/9	OFF
Saturday	7/10	8:30-10:30
Sunday	7/11	7:00-10:30
Monday	7/12	7:15-8:45
Tuesday	7/13	7:00-9:00
Wednesday	7/14	7:00-9:00
Thursday	7/15	7-9 + 7-8:30
Friday	7/16	OFF
Saturday	7/17	8:30-10:30
Sunday	7/18	7:00-10:30
Monday	7/19	7:15-8:45
Tuesday	7/20	7:00-9:00
Wednesday	7/21	7:00-9:00
Thursday	7/22	7-9 + 7-8:30



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

MEMO TO: Lewisboro Town Board

MEMO FROM: Michael Portnoy, Recreation Assistant

DATE: June 9, 2021

RE: Storm Aquatics – Tentative Schedule

Friday	7/23	OFF
Saturday	7/24	8:30-10:30
Sunday	7/25	7:00-10:30
Monday	7/26	7:15-8:45
Tuesday	7/27	7:00-9:00
Wednesday	7/28	7:00-9:00
Thursday	7/29	7-9 + 7-8:30
Friday	7/30	OFF
Saturday	7/31	8:30-10:30
Sunday	8/1	7:00-10:30
Monday	8/2	7:15-8:45
Tuesday	8/3	7:00-9:00
Wednesday	8/4	7:00-9:00
Thursday	8/5	7:00-9:00

Friday	8/6	7:00-9:00
Saturday	8/7	8:30-10:30
Sunday	8/8	7:00-10:30
Monday	8/9	7:15-8:45
Tuesday	8/10	7:00-9:00
Wednesday	8/11	7:00-9:00
Thursday	8/12	7:00-9:00
Friday	8/13	7:00-9:00



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

AGREEMENT WITH

Westchester Diving Academy

COOPERATIVE USE AGREEMENT
BETWEEN
Town of Lewisboro
AND
Westchester Diving Academy
FOR

Usage of the Lewisboro Town Pool for Dive Practices

This Use Agreement made and entered into this Monday, the fourteenth of June, 2021 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Westchester Diving Academy, hereafter referred to as "User" for their dive practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

1. Purpose

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting swim and dive team practices. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

2. Term

The term of this Use Agreement shall be for portions of Monday, July 5th through Thursday, August 19th, 2021. Usage will be 7:00PM-8:30PM, Monday through Thursday.

The User shall have a non-exclusive right to use the Property of the Diving Well during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

The User will be charged \$60 per hour for usage of the diving pool complex located on the Town Property and a refundable \$500.00 damage/cleanup deposit will be collected for the days of said practices. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

3. Town Obligations

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their swim team due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for team practices.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

4. User Obligations

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.

- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.
- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town Of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

5. Signage

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

6. Structure

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

7. Indemnification

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

Town of Lewisboro

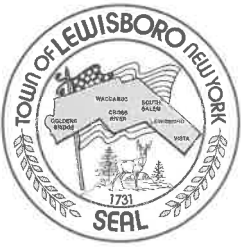
Westchester Diving Academy

By: _____
Peter Parsons, Town Supervisor

By: _____
William McGowan, Head Coach

Date: _____

Date: _____



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

MEMO TO: Lewisboro Town Board

MEMO FROM: Michael Portnoy, Recreation Assistant

DATE: June 9, 2021

RE: Westchester Diving Academy - Tentative Schedule

July 5th – August 20th

Mondays: 7:00pm-8:30pm

Tuesdays: 7:00pm-8:30pm

Wednesdays: 7:00pm-8:30pm

Thursdays: 7:00pm-8:30pm

***Note—This rental is of the diving well ONLY.**



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

AGREEMENT WITH

Westchester Diving Academy

COOPERATIVE USE AGREEMENT BETWEEN Town of Lewisboro AND Westchester Diving Academy FOR Usage of the Lewisboro Town Pool for Dive Practices

This Use Agreement made and entered into this Monday, the fourteenth of June, 2021 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Westchester Diving Academy, hereafter referred to as "User" for their dive practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

1. Purpose

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting swim and dive team practices. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

2. Term

The term of this Use Agreement shall be for portions of Monday, July 5th through Thursday, August 19th, 2021. Usage will be 7:00PM-8:30PM, Monday through Thursday.

The User shall have a non-exclusive right to use the Property of the Diving Well during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

The User will be charged \$60 per hour for usage of the diving pool complex located on the Town Property and a refundable \$500.00 damage/cleanup deposit will be collected for the days of said practices. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

3. Town Obligations

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their swim team due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for team practices.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

4. User Obligations

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.

- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.
- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town Of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

5. Signage

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

6. Structure

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

7. Indemnification

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

Town of Lewisboro

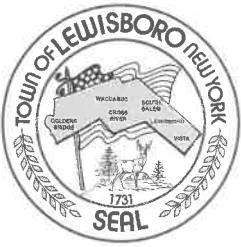
Westchester Diving Academy

By: _____
Peter Parsons, Town Supervisor

By: _____
William McGowan, Head Coach

Date: _____

Date: _____



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

MEMO TO: Lewisboro Town Board

MEMO FROM: Michael Portnoy, Recreation Assistant

DATE: June 9, 2021

RE: Westchester Diving Academy - Tentative Schedule

July 5th – August 20th

Mondays: 7:00pm-8:30pm

Tuesdays: 7:00pm-8:30pm

Wednesdays: 7:00pm-8:30pm

Thursdays: 7:00pm-8:30pm

***Note—This rental is of the diving well ONLY.**



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

AGREEMENT WITH

Constantinos Michailidis

COOPERATIVE USE AGREEMENT BETWEEN Town of Lewisboro AND Constantinos Michailidis of Freediving Instructors International FOR Usage of the Lewisboro Town Pool for a Freediving Course

This Use Agreement made and entered into this Monday, the fourteenth of June, 2021 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Constantinos Michailidis of Freediving Instructors International, hereafter referred to as "User" for their course, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

1. Purpose

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting a freediving course. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

2. Term

The term of this Use Agreement shall be for Saturday, June 19th from 4:00pm-7:00pm. The User will have a non-exclusive right to use the main pool, and an exclusive right to use the dive pool, during the term of this Use Agreement but only on the date and time

specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

The User will be charged \$165.00 for use of the pool complex located on the Town Property and a refundable \$500.00 damage/cleanup deposit will be collected for the day of the course. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

3. Town Obligations

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all portions of the course due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for an instructional course.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

4. User Obligations

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.

- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.
- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.
- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town Of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

5. Signage

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

6. Structure

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

7. Indemnification

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

Town of Lewisboro

Constantinos Michailidis

By: _____
Peter Parsons, Town Supervisor

By: _____
Constantinos Michailidis, Freediving Instructor

Date: _____

Date: _____

PROPOSED LOCAL LAW #8 OF THE YEAR 2021
A LOCAL LAW TO AMENDING CHAPTER 220 ENTITLED “ZONING”

SECTION 1: AUTHORITY

This chapter is adopted pursuant to the authority, of Article 2, §10 of the New York State Municipal Home Rule Law.

SECTION 2: LEGISLATIVE PURPOSE AND INTENT

Leaking underground petroleum storage tanks are the largest threat to groundwater quality in the United States where the U.S. Environmental Protection Agency has estimated that the cost of cleanup of oil spills could be upwards of \$32 billion. The totality of the Town of Lewisboro drains into reservoirs serving New York City, Norwalk and Stamford. The overwhelming majority of Lewisboro homes are served by a multitude of private wells while others use small local public water systems. These facts make Lewisboro exceptionally vulnerable to any petroleum tank leakages and oil spills. Historical Methyl tert-butyl ether (MTBE) leaks within the Towns of Lewisboro and Pound Ridge in the Cross River and Scotts Corners areas have adversely impacted groundwater quality as well. Furthermore, long lines and extended delays are not typically experienced at existing gas stations within the Town of Lewisboro and it is anticipated that there will be a steady but considerable decline in demand as the trend to electric vehicles accelerates and others buy more fuel efficient hybrid cars. Gasoline powered vehicles are accelerating climate change and New York State is making a determined effort to reduce their number. Finally we are seeing a steady increase in pedestrian and bicycle traffic.

SECTION 3 : AMENDMENT OF CHAPTER 220 OF LEWISBORO TOWN CODE ENTITLED “ZONING”

Chapter 220 of the current Code of the Town of Lewisboro entitled “Zoning”, specifically §220-43.7(E) is hereby amended as follows:

- E. Distance from other similar use. A gasoline service station use shall not be permitted within a distance of one (1) mile of another existing gasoline service station use. The distance shall be measured in a straight line between the property lines of the subject properties.

SECTION 4 – HOME RULE

Nothing in this Local Law is intended, or shall be construed to limit the home rule authority of the Town under State Law or 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 or 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 Board of 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.

SIXTH AMENDMENT

SIXTH AMENDMENT made this ____ day of _____, 2021 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 7, 2015, as amended.

WHEREAS, the parties entered into an Agreement dated July 7, 2015, as amended, establishing the rights and responsibilities of the School District and the Town of Lewisboro for use of their respective facilities by one another; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement and Amendment shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on August 31, 2022 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year terms subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE
SCHOOL DISTRICT

Date: _____

By: _____

TOWN OF LEWISBORO

Date: _____

By: _____

AMENDMENT

AMENDMENT made this ____ day of _____, 2021 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 9, 2020.

WHEREAS, the parties entered into an Agreement dated July 9, 2020, establishing the rights and responsibilities of the School District and the Town of Lewisboro for the Town's use of the School District's buses; and

WHEREAS, the parties are desirous of providing for amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on June 30, 2022 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year terms subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE
SCHOOL DISTRICT

Date: _____

By: _____

TOWN OF LEWISBORO

Date: _____

By: _____

SIXTH AMENDMENT

SIXTH AMENDMENT made this _____ day of _____, 2021 to the September 1, 2017 Agreement, as amended, between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "School District") and TOWN OF LEWISBORO (hereinafter referred to as the "Town").

WHEREAS, the parties entered into an Agreement dated September 1, 2017, as amended, establishing the rights and responsibilities of the Town and the School District for services to be provided by the Town to the School District; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed as follows:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

Article 1, paragraph A of the Agreement shall be modified to reflect an extension of the term through June 30, 2022.

THIRD: APPENDIX A

Appendix A, annexed to the agreement shall be modified to add the attached schedule to reflect the estimated cost of the SRO for the period September 1, 2021 through June 30, 2022 as agreed to by the parties.

FOURTH: STUDENT DISCIPLINE

The School District shall be responsible for student code of conduct violations and routine disciplinary violations. The Town shall read and understand the student code of conduct for the School District. Town shall have no responsibility for student discipline. This provision shall, however, in no way prevent the Town from enforcing New York State or United States law. All student disciplinary matters must be referred to the Building Principal or Superintendent of Schools or his/her designee.

TOWN OF LEWISBORO

Dated: _____

By: _____

KATONAH-LEWISBORO UNION FREE SCHOOL
DISTRICT

Dated: _____

By: _____

Estimated Cost of Part-Time Officer SRO from September, 2021 through June, 2022

Bill Sept - Dec 31

Bill Jan - June 30

Hourly Pay (1,040 hours maximum):

*** September, 2021 - December, 2021 (416 hours @ \$43.70 p/hr) \$18,179
*** January, 2022 - June, 2022 (624 hours @ \$43.70 p/hr) 27,269

Hourly Pay (1,040 hours maximum):

September, 2021 - December, 2021 (416 hours @ \$43.70 p/hr) \$18,179
January, 2022 - June, 2022 (624 hours @ \$43.70 p/hr) \$27,269

FICA 3,477
Worker's Comp Insurance 1,132
Disability Insurance 45
Sub-total 50,101

FICA 1,391
Worker's Comp Insurance 453
Disability Insurance 18
Sub-total 20,040

Other Possible Costs:

Training, Overtime and Replacement Officer Pay for School Duty

FICA

Uniform Purchase Allowance 1,000 Uniform Purchase Allowance 400

Uniform Cleaning 525 Uniform Cleaning 210 315

Training Materials or Classes

Safety Vest

Firearms, etc.

Membership - Youth Officer Association

Law Reference Books

Business Cards

Total Due Sept - Dec 31

20,650

Total Due Jan - June 30

30,976

Payments for Sept - Dec

\$5,163

Payments for Jan - June

\$5,163

Total

\$51,626

*** PBA contract expired 12/31/20. Estimated hourly rate.

SIXTH AMENDMENT

SIXTH AMENDMENT made this ____ day of _____, 2021 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 7, 2015, as amended.

WHEREAS, the parties entered into an Agreement dated July 7, 2015, as amended, establishing the rights and responsibilities of the School District and the Town of Lewisboro for the School District's purchase of salt from the Town and the Town's purchase of fuel from the School District; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement and Amendment shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on June 30, 2022, unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year periods subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE
SCHOOL DISTRICT

Date: _____

By: _____

TOWN OF LEWISBORO

Date: _____

By: _____

FIFTH AMENDMENT

AMENDMENT made this _____ day of _____, 2021 to the February 25, 2017 Agreement, as amended, between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Landlord") and TOWN OF LEWISBORO (hereinafter referred to as the "Tenant").

WHEREAS, the parties entered into an Agreement dated February 25, 2017, as amended, establishing the rights and responsibilities of the Landlord and Tenant; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The Term of the lease is hereby extended and shall terminate on June 30, 2022.

THIRD: TENANT'S OBLIGATIONS

Tenant's obligations under the Agreement and amendments thereto, including but not limited to providing building security and maintaining the grounds, shrubbery, grass, and parking area, and removing snow and ice from the Premises, shall remain in full force and effect.

KATONAH-LEWISBORO UNION FREE
SCHOOL DISTRICT

Date:_____ By: _____

TOWN OF LEWISBORO

Date:_____ By: _____