



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, APRIL 25, 2022  
7:30 P.M.**

**I. PUBLIC COMMENT I**

**II. COMMUNICATIONS**

**III. CONSENT AGENDA**

- a. Approval of Minutes of April 11, 2022**
- b. Monthly Reports March 2022**
  - i. Building Department**

**IV. OLD BUSINESS**

- a. Discussion: Decision on Comprehensive Plan Steering Committee's Recommendation for Consulting Firm**
- b. Discussion: Review of New Lease Terms for Pool Concession Bid**
- c. Discussion: Community and Town Events**
- d. Discussion: Pride in the Park/Pride Dance Party**

**V. NEW BUSINESS**

- a. Resolution to Approve AMG Waste Services Application for License to Collect and Dispose of Refuse and Recyclables**
- b. Discussion: Cooperative Use Agreement with Downstate Juniors VBC, Inc. for Usage of Town Park Volleyball Courts**

**VI. PUBLIC COMMENT II**

**VII. APPROVAL OF CLAIMS**

**VIII. POLLING OF THE BOARD**

## **IX. ANNOUNCEMENTS**

**Town Board Meeting Monday, May 9, 2022, at 7:30 p.m., at the Town House, 11 Main Street, South Salem.**

## **X. 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.

Join Zoom Meeting

<https://us06web.zoom.us/j/89100636695?pwd=bU1Gb0tXYkxNMFA5MHc4UEhJRkNXZz09>

Meeting ID: 891 0063 6695

Passcode: 238836

+19292056099,,89100636695#,,,\*238836# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 891 0063 6695

Passcode: 238836

TOWN OF LEWISBORO  
Building/Zoning Department  
79 Bouton Road  
South Salem, NY 10590

M5 Fee Report  
From 02/28/2022 To 03/16/2022

Count by Type

Fee Type	Count	Total
Additional Building Permit Fee	3	\$5,030.00
Additional CC Fee	1	\$20.00
Additional CO Fee	2	\$5,010.00
BUILDING PERMIT FEE	36	\$11,730.00
CERTIFICATE OF COMPLIANCE FEE	18	\$3,470.00
CERTIFICATE OF OCCUPANCY FEE	16	\$4,710.00
CIV PEN - OCCUP. With NO CO	1	\$250.00
CIVIL PENALTY - NO PERMIT	8	\$2,500.00
DEMOLITION 600 FT AND GREATER	2	\$260.00
ENVIRONMENTAL QUESTIONNAIRE-BUILDING	5	\$250.00
RE-INSPECTION	3	\$600.00
RECORDS MANAGEMENT FEE	38	\$76.00
RENEWAL FEE	12	\$4,309.50
Wetland Administrative	3	\$450.00
ZONING BOARD APPLICATION	2	\$504.00
	150	\$39,169.50

**TOWN OF LEWISBORO**

**Building & Zoning Department**

**79 Bouton Road, South Salem, NY 10590**

**914-763-3060**

	2020		2021		2022	YEAR TO DATE INCREASE BY MONTH
	BUDGET REVENUE: \$484,900		BUDGET REVENUE: \$510,000		BUDGET REVENUE: 600,000	
MONTH	INCOME	MONTH	INCOME	MONTH	INCOME	
JAN	\$18,802.00	JAN	\$46,580.69	JAN	\$129,768.00	179%
FEB	\$30,148.50	FEB	\$46,052.00	FEB	\$295,108.75	541%
MAR	\$20,785.00	MAR	\$152,883.32	MAR	\$39,169.50	-74%
APR	\$49,473.50	APR	\$62,215.75	APR		
MAY	\$31,037.87	MAY	\$87,484.00	MAY		
JUNE	\$106,037.00	JUNE	\$172,756.00	JUNE		
JULY	\$72,945.50	JULY	\$72,809.49	JULY		
AUG	\$57,067.00	AUG	\$51,153.00	AUG		
SEPT	\$101,789.50	SEPT	\$107,715.18	SEPT		
OCT	\$83,161.00	OCT	\$111,226.00	OCT		
NOV	\$121,043.10	NOV	\$176,999.75	NOV		
DEC	\$85,554.21	DEC	\$50,350.00	DEC		
	\$777,844.18		\$1,138,225.18		\$464,046.25	

TOWN OF LEWISBORO  
TOWN HOUSE  
11 MAIN STREET  
SOUTH SALEM, NEW YORK 10590

THIS IS AN APPLICATION FOR LICENSE TO COLLECT AND DISPOSE OF REFUSE AND RECYCLABLES IN THE TOWN OF LEWISBORO.

RESIDENTIAL ✓  
COMMERCIAL \_\_\_\_\_

If applying for renewal, date the current license expires \_\_\_\_\_

The Town will ensure that confidential proprietary documents submitted as part of this license application are maintained under seal and free from Freedom of Information disclosure.

Applicant shall be responsible for designation of document to be so protected.

1. Name of Applicant AMG Waste Services  
Business Address P.O. Box 1303 White Plains NY 10602  
Business Telephone & Fax Numbers (914) 556-3550  
Home & Emergency Telephone Numbers XXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

2. VEHICLES

<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>License Number</u>
<u>Freightliner</u>	<u>Dump</u>		<u>47262N2</u>

It is understood that all equipment is and shall be maintained in good working condition.

3. FEES (Suggested: See note re Town Rate)

COMMERCIAL:

<u>Size of Container</u>	<u>Pickup Frequency</u>	<u>Suggested Rate (Per Yard)</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>

Note: The Town Rate will be set by the Town Board each December for the following year.  
Actual rate charged may not exceed Town Rate.

RESIDENTIAL:

- A. Curbside \$ 43.00 a month
- B. Driveway less than 125 feet \$ 60.00 a month
- C. Driveway more than 125 feet same

4. METHOD OF BILLING

Monthly or by contract agreement

monthly

5. AREAS TO BE SERVICED, IF NOT ENTIRE TOWN OF LEWISBORO

Town of Lewisboro

6. LOCATION OF TRANSFER SITES

Somers / Danbury Ct

7. PLACE OF DISPOSITION OF REFUSE

Danbury Ct

8. WESTCHESTER COUNTY DEPARTMENT OF HEALTH PERMIT NO. \_\_\_\_\_

9. INSURANCE INFORMATION

<u>Name of Agent</u>	<u>Insurance Company</u>	<u>Policy No.</u>	<u>Policy Period</u>
Joseph Grasso	See Attached		

(Attach copy of Insurance certificate evidencing coverage amounts and naming Town as additional insured. New Certificate to be mailed automatically to Town upon renewal of change in and of the above information. Be sure to include Workmen's Compensation and Disability insurance coverage)

10. DETAILED DESCRIPTION OF APPLICANT'S EMPLOYMENT COMPLIMENT, INCLUDING JOB CLASSIFICATIONS

11. SET FORTH ACTUAL OR BENEFICIAL OWNERS OF THE BUSINESS, OR IF CORPORATION, THE STOCKHOLDERS, DIRECTORS AND OFFICERS OF THE CORPORATION AND ALL RELATED BUSINESSES.

Mike Gentile

12. NUMBER OF CUSTOMERS

600

IF INITIAL LICENSE, NAMES AND ADDRESSES OF A MINIMUM OF FIVE COMMERCIAL ACCOUNTS.

13. CONTINGENCY PLANS (Set forth in detail plans for providing service in the event of equipment failure, labor disputes of disposal difficulties or other factors which would affect service).

I have extra trucks & Help

14. PLEASE MAKE SURE TO SEND THE TONAGE REPORT (TOTAL GARBAGE AND TOTAL RECYCLABLES) TO THE TOWN IN JANUARY OF EACH YEAR. IT CAN BE EMAILED TO [townclerk@lewisborogov.com](mailto:townclerk@lewisborogov.com).

Mike Gentile being duly sworn, does hereby depose and say that all the statements herein contained are true and correct, that I have received a copy of, have read and understand, and will comply with all of the provisions of the applicable Refuse Collection Law of the Town of Lewisboro, and that all personnel have been instructed to comply with the provisions of applicable Refuse Collection Law of the Town of Lewisboro.

April 11, 22  
Date

Mike Gentile owner  
Applicant Title

(Corporate Seal)

Sworn to before me this 11 28<sup>th</sup> day of April, 2022 March, 2022. Janet L. Donohue

Notary Public

JANET L. DONOHUE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01DO6259627  
Qualified in Westchester County  
Commission Expires April 16, 2024

Refuse License Fees:

Residential: \$35 for each truck over 10 cubic yards  
\$15 for each truck under 10 cubic yards

Commercial: \$100 for each truck over 10 cubic yards  
\$50 for each truck under 10 cubic yards

For office use:

Total fee paid: \$35

Receipt No./Date: \_\_\_\_\_



ALESSANDRA REDA  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
January 31, 2025



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2022

PRODUCER (203) 288-4995  
Grasso Associates, LLC  
3074 Whitney Ave  
Bldg. 3, 2nd Floor  
Hamden CT 06518-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
AMG Waste Services Inc  
P.O. Box 1303

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Century Surety Company

36951

INSURER B: National Continental Ins

10243

INSURER C: NY State Insurance Fund

INSURER D:

INSURER E:

White Plains NY 10602-

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	CCP1003021	07/27/2021	07/27/2022	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person) \$ 5,000
			/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
			/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	X POLICY PRO-JECT LOC		/ /	/ /	
B	AUTOMOBILE LIABILITY	CNY 000-6233-592-1	07/28/2021	07/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS		/ /	/ /	
	NON-OWNED AUTOS		/ /	/ /	
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
			/ /	/ /	AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE \$
	OCCUR CLAIMS MADE		/ /	/ /	AGGREGATE \$
	DEDUCTIBLE		/ /	/ /	\$
	RETENTION \$		/ /	/ /	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X2252330-2	12/20/2021	12/20/2022	X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 100,000
			/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER NY Disability	7673040	03/31/2022	03/31/2023	
			/ /	/ /	
			/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Town of Lewisboro is named as Additional Insured as required by written contract.

## CERTIFICATE HOLDER

( ) - ( ) -  
Town of Lewisboro  
Town House  
11 Main Street  
South Salem NY 10590-

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Joseph Grasso*

ACORD 25 (2001/08)

INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

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Page 1 of 2

**AGREEMENT WITH**  
**DOWNSTATE JUNIORS VBC, INC.**

COOPERATIVE USE AGREEMENT  
BETWEEN  
Town of Lewisboro  
AND  
DOWNSTATE JUNIORS VBC, INC.  
FOR

Usage of the Lewisboro Town Park Volleyball Courts for Beach Volleyball Practice

This Use Agreement made and entered into this \_\_\_\_\_ day, the 19th of March, 2022, by and between the Town of Lewisboro, New York, hereafter referred to as “Town” and Downstate Juniors VBC, Inc., hereafter referred to as “User” for their beach volleyball 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 Park Volleyball Courts (Property) for the sole purpose of conducting beach volleyball practices and games. 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 2022 – 2024 Mondays, Wednesdays and Fridays from early May – mid--July. Actual dates for three years are:

6:00 p.m. to 9:00 p.m. Mondays, Wednesdays and Fridays from  
May 9<sup>th</sup> – July 15<sup>th</sup>, 2022 (28 Sessions) No session on May 30<sup>th</sup> or July 4<sup>th</sup>  
May 15<sup>th</sup> – July 19<sup>nd</sup>, 2023 (28 Sessions)  
May 13<sup>th</sup> – July 17<sup>st</sup>, 2024 (28 Sessions)

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 shall be permitted to use the facility at the rate of \$100 per session

2022 Season - \$2,800

2023 Season – \$2,800

2024 Season - \$2,800

A **refundable** \$200.00 damage/cleanup deposit will be collected each year for the season.

These charges will be based on the regular rental prices of Town Park facilities.

### **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 volleyball team due to severe weather or act of God and/or pandemic. 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/health is a concern.
- b. The Town will provide the volleyball complex to the User for team practices.
- c. The Town will provide a Town Employee to install net units and maintain the area while User is renting out the facility.
- 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 composting restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls and doors. 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 park rules and regulations.
- c. The User shall be responsible for providing enough coaches and staff 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.
- 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 volleyball 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.

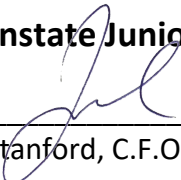
In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

**Town of Lewisboro**

By: \_\_\_\_\_  
Tony Goncalves, Town Supervisor

Date: \_\_\_\_\_

**Downstate Juniors VBC, Inc.**

By:  \_\_\_\_\_  
Joel Stanford, C.F.O. & Director

Date: March 19, 2022