



**TOWN OF LEWISBORO
TOWN BOARD MEETING AGENDA
TOWN HOUSE
MONDAY, JUNE 27, 2022
7:30 P.M.**

- I. PUBLIC HEARING Proposed Amendment to Chapter 212 (Vehicles and Traffic) for One Stop Sign**
- II. PUBLIC HEARING Proposed Amendment to Chapter 212 (Vehicles and Traffic) for Three-Way Stop**
- III. PUBLIC HEARING Proposed Amendment to Chapter 18 (Ethics)**
- IV. PUBLIC COMMENT I**
- V. COMMUNICATIONS**
- VI. CONSENT AGENDA**

Approval of Minutes of June 13, 2022

- VII. OLD BUSINESS**
 - a. Resolution: Bid Authorization for Town Park Playground**
- VIII. NEW BUSINESS**
 - a. Resolution: Approving Vista Cub Scouts Pack 101 Request for Exception to Town Code 167(7)(E) to Launch Model Rockets at Onatru Farm**
 - b. Resolution: Approval of Lewisboro Library's Request to Hold Library Fair at Onatru Farm on September 17 and for Earlier Set Up/Donation Dates**
 - c. Resolution: Approval of Annual Renewal of KLSD Agreements and Authorizing Supervisor to Sign:**
 - i. Facilities Use**
 - ii. Salt/Fuel**
 - iii. Bus Rental**
 - d. Discussion: Use of Town Park for Overflow Wedding Parking**
- IX. PUBLIC COMMENT II**

X. APPROVAL OF CLAIMS

XI. POLLING OF THE BOARD

XII. ANNOUNCEMENTS

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

XIII. 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/86971044385?pwd=VUtqcDRoWE1fTU81Sy9GN3pgei9hdz09>

Meeting ID: 869 7104 4385

Passcode: 606295

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 869 7104 4385

Passcode: 606295

PROPOSED LOCAL LAW # OF THE YEAR 2022

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF LEWISBORO, COUNTY OF WESTCHESTER, STATE OF NEW YORK AS FOLLOWS:

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 : AMENDMENT OF CHAPTER 212

Chapter 212 of the current Code of the Town of Lewisboro entitled "Vehicles & Traffic", specifically Subsection 212-25 entitled "Schedule IV: Stop Intersections" is hereby amended to add the following as stop intersection(s):

<u>STOP SIGN ON</u>	<u>AT INTERSECTION OF</u>	<u>DIRECTION OF TRAVEL</u>
HALL AVENUE	POND STREET	WEST

SECTION 3 – 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 4 – 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 5 – 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.

PROPOSED LOCAL LAW # OF THE YEAR 2022

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF LEWISBORO, COUNTY OF WESTCHESTER, STATE OF NEW YORK AS FOLLOWS:

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 : AMENDMENT OF CHAPTER 212

Chapter 212 of the current Code of the Town of Lewisboro entitled "Vehicles & Traffic", specifically Subsection 212-25 entitled "Schedule IV: Stop Intersections" is hereby amended to add the following as stop intersection(s):

STOP SIGN ON	AT INTERSECTION OF	DIRECTION OF TRAVEL
HALL AVENUE	POND STREET	WEST
POND STREET	HALL AVENUE	NORTH
POND STREET	HALL AVENUE	SOUTH

SECTION 3 – 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 4 – 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 5– 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.

PROPOSED LOCAL LAW # OF THE YEAR
2022

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF LEWISBORO, COUNTY OF WESTCHESTER, STATE OF NEW YORK AS FOLLOWS:

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 : AMENDMENT OF CHAPTER 18

Chapter 18 of the current Code of the Town of Lewisboro entitled “Ethics, Code of”, specifically Subsection 18-7(A) entitled “Board of Ethics” is hereby amended to read as follows:

§ 18-7 Board of Ethics.

A. There is hereby established a Board of Ethics consisting of at least three members, to be appointed by the Town Board, all of whom reside in the Town of Lewisboro, and who shall serve without compensation and at the pleasure of the Town Board of the Town of Lewisboro.

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.

**SPECIFICATIONS
FOR
LEWISBORO TOWN PARK
PLAYGROUND REPLACEMENT**

JUNE, 2022

PREPARED FOR:

TOWN OF LEWISBORO
WESTCHESTER COUNTY, NEW YORK

PREPARED BY:

KELLARD SESSIONS CONSULTING
500 MAIN STREET
ARMONK, NEW YORK 10504
(914) 273-2323
WWW.KELSES.COM

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**SECTION A
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Town of Lewisboro will receive sealed bids for the Lewisboro Town Park Playground Replacement within the Town of Lewisboro, Westchester County, New York. Bids will be received at the Town of Lewisboro Office of the Town Clerk, 11 Main Street, South Salem, New York 10590, until **10:00 A.M.**, _____ **2022** and immediately thereafter the bids will be publicly opened and read aloud.

The project proposes the demolition, removal and offsite disposal of all existing playground equipment and associated mulch and sand play surfaces, asphalt walkways, stormwater infrastructure and trees as shown on the Contract Drawings. The project requires the coordination of delivery and installation of new playground equipment, as purchased by the owner, furnishing and installing various footings and foundations, grading and drainage systems, play surfaces including pour-in-place surfacing and engineered wood fiber, ADA compliant asphalt walkways, ramps and trails, split rail fencing, landscaping, park benches, tables, paver stones and associated improvements all as illustrated on the Contract Drawings.

Contract Documents may be obtained on or after _____, 2022 at the following link:
<https://www.lewisborogov.com/home/pages/bids-and-rfps-0>.

Potential bidders who have downloaded the Bid Documents shall provide their contact information to jcermele@kelses.com in the event any addendums to the Bid Documents are issued.

Bids shall be made on the Proposal Forms furnished with the Specifications and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company. Checks shall be made payable to the Town of Lewisboro, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of Lewisboro as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Town Clerk, Town of Lewisboro, 11 Main Street, South Salem, New York, 10590 and endorsed "**Lewisboro Town Park Playground Replacement**", Town of Lewisboro, New York.

The Town of Lewisboro reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Town to do so.

Dated: (month) (date) 2022

By Order of The Town Board

BY _____
Janet Donohue, Town Clerk

SECTION B

INSTRUCTIONS TO BIDDERS

DOCUMENTS

Complete sets of bidding documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. A bound copy of the Specifications
- B. A separate set of Bid Sheets
- C. Addenda (if any)
- D. Contract Drawings and Details

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the Specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in the itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to the Town Board, Town of Lewisboro, 11 Main Street, South Salem, New York 10590 and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphic or faxed bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the Contract Documents are the same as if these pages were bound herein.

QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and/or able to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

CONDITIONS OF WORK

Each Bidder must familiarize themselves fully of conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in the bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that it has examined the site. Bid shall include the complete costs of furnishing all materials, labor, equipment and transportation necessary to complete the work in accordance with the Contract Plans and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to Joseph M. Cermele, P.E., CFM, Engineer, 11 Main Street, South Salem, New York 10590, via email at jcermele@kelses.com to be given any consideration and must be received by [REDACTED], 2022. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form".

BID SECURITY

Each Bidder is required to deposit at the time of submission of their bid, a Bid Bond or certified check in an amount representing five (5) percent of the bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contract and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest Bidders within ten (10) working days after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed a Contract. In the event no Contract has been so executed within ninety (90) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as the Bidder has not been notified of the acceptance of the bid, the Bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

INSURANCE REQUIRED

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in SECTION I:

- A. Workmen's Compensation & N.Y.S. Disability
- B. Commercial General Liability Policy
- C. Owner's & Contractor's Protective Liability Policy
- D. Comprehensive Automobile Policy (Each Vehicle)
- E. Unemployment Insurance

SECURITY FOR FAITHFUL PERFORMANCE

The Contractor shall, prior to execution of the Contract, submit two separate executed bonds, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the Contract.

The Bonds shall be prepared as specified in SECTION E, Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York.

GUARANTEE

The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in these Specifications. The guarantee shall be provided in the form of a Bond in the amount equal to one hundred (100) percent of the Contract. The bond shall be prepared as specified in Section E and shall be posted prior to final payment.

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

FORM OF AGREEMENT

The form of the agreement is included in these documents in SECTION D.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all bids.

OWNER

The Town of Lewisboro, Westchester County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of Lewisboro, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS

Prior to award, the successful Bidder will be required to meet the following requirements:

- A. If the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)
- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.

-----Original Message-----

From: Brian Pouliot

Sent: Thursday, June 9, 2022 8:29 AM

To: supervisor@lewisborogov.com; arendo@lewisborogov.com; mshah@lewisborogov.com;
rsklarin@lewisborogov.com; dwelsh@lewisborogov.com; benefits@lewisborogov.com

Cc: Parks@lewisborogov.com

Subject: Cub Scouts - Request for Exception

Good morning,

Vista-Lewisboro Cub Scout Pack 101 would like to request an exception pursuant to the Lewisboro Town Code Section 167-7(E), allowing them to fly model rockets as part of a Scout meeting at Onatru on August 6.

Please let us know if any additional materials are required in support of the application. Thank you for your time and consideration.

Sincerely,

Brian Pouliot

Assistant Cubmaster

Vista-Lewisboro Pack 101



LEWISBORO LIBRARY

The Heart of the Community

May 24, 2022

Tony Goncalves, Supervisor
Town of Lewisboro
11 Main Street
South Salem, NY 10590

Dear Supervisor Goncalves,

The Lewisboro Library is requesting that the Town authorize the use of the Onatru Farm buildings and grounds for the annual Lewisboro Library Fair to be held on September 17, 2022 and at any other time needed in preparation for and clean up after the Fair. The donation days will take place on the following Saturdays: August 6, 13, 20, 2022 and will necessitate some set up before those dates.

The Library Fair will again include a Beer Tent for which the Library is applying for a NYS Liquor Authority Temporary Beer/Wine/Cider One Day permit for the day of the Fair.

The Library also requests that Elmwood Road be declared one-way on the day of the Fair.

Sincerely,

Jay Luzzi
President
Board of Trustees

SEVENTH AMENDMENT

SIXTH AMENDMENT made this ____ day of _____, 2022 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, 2023 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: _____

SEVENTH AMENDMENT

SIXTH AMENDMENT made this ____ day of _____, 2022 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, 2023, 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: _____

AMENDMENT

AMENDMENT made this ____ day of _____, 2022 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, as amended.

WHEREAS, the parties entered into an Agreement dated July 9, 2020, as amended, 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 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, 2023 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: _____

From: Peter Beardsley
Sent: Tuesday, June 7, 2022 1:02 PM
To: Peter Parsons <supervisor@lewisborogov.com>
Subject: Beardsley Overflow Parking at the Town Park

Tony,

As I indicated in our conversation, our son Jeff is getting married on Saturday, July 9. The ceremony is at our house and the reception is at Waccabuc Country Club. Some guests will park at the club and some will arrive in vans from their hotels, but we anticipate a need for some overflow parking from about 2:30 in the afternoon until about 10:00 at night. I am not sure of the number at this point but we will check with Jeff and Koeen in the next few days.

Can you confirm receipt as my computer still shows Peter Parsons.

Thanks.

Peter