



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, AUGUST 22, 2022  
7:30 P.M.**

**I. PUBLIC COMMENT I**

**II. COMMUNICATIONS**

**Resignation of Grants Committee Chairperson Dotty Podolak**

**III. CONSENT AGENDA**

**a. Approval of Minutes of August 8, 2022**

**IV. NEW BUSINESS**

- a. Resolution: Authorize the Supervisor to Sign Memorandum of Agreement with UPSEU**
- b. Resolution: Recognition of Local 456 Teamsters Union as Bargaining Representative for Maintenance Staff**
- c. Resolution: Approval of Agreement with FBI for Usage of the Town Pool for Aquatic Search and Rescue Course**
- d. Discussion: Review Playground Replacement Bids**
- e. Resolution: Proceed to RFP for Salt Dome Wood Processing Lease Agreement**
- f. Resolution: Authorizing Closure of Kingswood Way Cul-de-sac for a Neighborhood Block Party on September 10**

**V. PUBLIC COMMENT II**

**VI. APPROVAL OF CLAIMS**

**VII. POLLING OF THE BOARD**

**VIII. ANNOUNCEMENTS**

**Town Board Meeting – September 12, 2022, at 7:30 p.m., at the Town House, 11 Main Street, South Salem**

## **IX. 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/85798650926?pwd=YmNaNjBobDBDVFZWZUdGeTRqckROUT09>**

**Meeting ID: 857 9865 0926**

**Passcode: 660406**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Meeting ID: 857 9865 0926**

**Passcode: 660406**

**MEMORANDUM OF AGREEMENT**  
by and between  
**THE TOWN OF LEWISBORO (TOWN)**  
and  
**UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)**  
**(MAINTENANCE & PARKS UNIT)**

**WHEREAS**, the Town recognized UPSEU as the collective bargaining representative for all Maintenance and Parks Department employees on October 12, 2021; and

**WHEREAS**, the Unit members desire to return to their own Association (Town of Lewisboro Municipal Workers Association, Inc.) for the purposes of collective bargaining; and

**WHEREAS**, the parties together wish to accomplish same for the benefit of continuous harmonious labor relations between the parties;

**NOW, THEREFORE**, the parties hereby agree:

1. The recitations of the facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a part of the terms of this Memorandum of Agreement.
2. Effective July 15, 2022, the UPSEU shall disclaim all interest whatsoever in the representation of the bargaining Unit referenced above.
3. Effective July 15, 2022, the Town shall recognize the Association as the exclusive bargaining representative for all Town of Lewisboro Maintenance and Parks Department employees.
4. All provisions of the current collective bargaining agreement shall remain in full force and effect until a successor agreement is reached.
5. The parties have had the opportunity to consult with their respective legal counsel prior to signing this Memorandum.
6. The parties are voluntarily executing this Memorandum and acknowledging that there has been no coercion, threats or intimidation by any other party hereto.
7. This Memorandum shall constitute the complete agreement of the parties and may not be modified except in writing, signed by all affected parties.

FOR THE TOWN:

DATE: \_\_\_\_\_

FOR THE UPSEU:

DATE: 7-15-22

FOR THE ASSOCIATION:

DATE: 7/15/22

# TEAMSTERS & CHAUFFEURS UNION LOCAL No. 456

*Affiliated with*  
**International Brotherhood of Teamsters**

LOUIS A. PICANI  
President



JOSEPH SANSONE  
Secretary-Treasurer

*Affiliated With*  
*New York State Building and*  
*Construction Trades Council*  
*Westchester-Putnam Building Trades Council*

Phone: (914) 592-9500  
Fax: (914) 592-4266

160 So. Central Avenue • Elmsford, New York 10523

July 13, 2022

Tony Goncalves  
Town Supervisor  
Town of Lewisboro  
P.O. Box 500  
11 Main Street  
South Salem, NY 10590

**Re: Voluntary Recognition of Local 456, IBT**

Dear Town Supervisor Goncalves:

Local 456, International Brotherhood of Teamsters requests that the Town of Lewisboro voluntarily recognize Local 456, International Brotherhood of Teamsters as the bargaining representative for employees of the Town of Lewisboro for the following titles:

- Lead Maintenance Mechanic
- Automotive Mechanic
- Maintenance Worker
- Caretaker
- Park Foreman
- Park Groundskeeper
- Maintenance Laborer

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads 'Louis A. Picani'.  
Louis A. Picani  
President, Local 456, IBT

*Serving*  
*Westchester, Putnam and Dutchess Counties*  
*New York*

# **AGREEMENT WITH**

## **Federal Bureau of Investigation**

COOPERATIVE USE AGREEMENT  
BETWEEN  
Town of Lewisboro  
AND  
Federal Bureau of Investigation  
FOR  
Usage of the Lewisboro Town Pool for an Aquatic Search and Rescue Course

This Use Agreement made and entered into this Monday, the twenty second of August, 2022 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Federal Bureau of Investigation, 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 August 29<sup>th</sup> and August 30<sup>th</sup> between the hours of 8am-11am.

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 \$300.00 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**

**Federal Bureau of Investigation**

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

By: \_\_\_\_\_  
Karen Altieri, FBI

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

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

August 17, 2022

Town Board  
Town of Lewisboro  
11 Main Street  
South Salem, New York 10590

Attn: Mr. Tony Goncalves, Supervisor

RE: Recommendation of Award  
Town Park Playground Replacement Project  
Town of Lewisboro

Dear Supervisor Goncalves:

On August 15, 2022 bids were received for the Town Park Playground Replacement Project for the Town. A total of two (2) bids were received, with the bids differing in total cost by  $\pm 30\%$ . We have tabulated the results of the bids on the enclosed Bid Comparison Summary Sheet.

The low responsible bidder for the project was Yonkers Excavating Corporation, with offices located at 553 Croton Falls Road, Carmel, New York 10512.

A review of the Statement of Bidder's Qualifications, submitted by the low bidder, indicates the firm's ability to adequately complete the specified work. We, therefore, recommend that the contract be awarded to the low bidder, Yonkers Excavating Corporation, conditioned upon the Town Attorney's review of the bid and posting of all required bonds and insurances.

This office would be amenable to the Town Board awarding the project to the low bidder, Yonkers Excavating Corporation, in the amount of \$721,943.38.

Very truly yours,



Joseph M. Cermele, P.E., CFM  
Kellard Sessions Consulting  
Consulting Town Engineers

JMC/dc

[https://kellardsessionsconsulti.sharepoint.com/sites/Kellard/Municipal/Lewisboro/Correspondence/2022-08-17\\_LWTB\\_Goncalves\\_Town Park Playground Replacement\\_Bid Award Reco\\_Ltr.docx](https://kellardsessionsconsulti.sharepoint.com/sites/Kellard/Municipal/Lewisboro/Correspondence/2022-08-17_LWTB_Goncalves_Town Park Playground Replacement_Bid Award Reco_Ltr.docx)

---

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | SITE & ENVIRONMENTAL PLANNING

500 MAIN STREET, ARMONK, NY 10504 | T: 914.273.2323 | F: 914.273.2329

WWW.KELSES.COM

BID COMPARISON SUMMARY SHEET							
Lewisboro Town Park Playground Replacement  Bid Opening: August 15, 2022		BIDDERS NAME:		Yonkers Excavating Corporation		LandVscape, Inc. DBA Nicky Diggs Excavation	
		ADDRESS:		553 Croton Falls Road		113 Old Route 6	
		CITY, STATE ZIP:		Carmel, New York 10512		Carmel, New York 10512	
		PHONE:		914-755-0700		914-232-1878	
		FEDERAL ID NUMBER:		13-2629339		20-0645458	
		FINAL BID:		\$721,943.38		\$1,026,180.00	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	LS	1	\$88,200.00	\$88,200.00	\$80,000.00	\$80,000.00
2	Tree Removal/Clearing and Grubbing	LS	1	\$18,000.00	\$18,000.00	\$70,000.00	\$70,000.00
3	Remove Existing Asphalt Walks and Drive	SF	4,375	\$2.03	\$8,881.25	\$38.00	\$166,250.00
4	Storm Drainage						
	A. Removal of Existing Catch Basin and Storm Pipe	EA	1	\$8,979.50	\$8,979.50	\$15,800.00	\$15,800.00
	B. 12 Inch Diameter HDPE Pipe & Fittings	LF	27	\$174.51	\$4,711.77	\$85.00	\$2,295.00
	C. 15 Inch Diameter Perforated HDPE Pipe, Fittings & End Section	LF	235	\$117.78	\$27,678.30	\$19.00	\$4,465.00
	D. Precast Concrete Catch Basin, Frame and Grate	EA	1	\$8,776.12	\$8,776.12	\$5,400.00	\$5,400.00
	E. Precast Concrete Drain Inlet, Frame and Grate	EA	1	\$7,756.58	\$7,756.58	\$2,800.00	\$2,800.00
	F. Curtain Drain	LF	40	\$214.15	\$8,566.00	\$317.00	\$12,680.00
	G. Underdrain Pipe and Connections	LF	460	\$80.89	\$37,209.40	\$23.00	\$10,580.00
	H. Crushed Stone Drainage Layer and Filter Fabric	SF	12,100	\$1.79	\$21,659.00	\$6.20	\$75,020.00
	I. Underdrain Cleanouts	EA	7	\$938.73	\$6,571.11	\$750.00	\$5,250.00
	J. Level Spreader	EA	1	\$8,995.98	\$8,995.98	\$7,500.00	\$7,500.00
5	Pour-In-Place Surfacing	SF	1,350	\$31.48	\$42,498.00	\$30.00	\$40,500.00
6	Engineered Wood Fiber Surfacing	SF	10,750	\$7.80	\$83,850.00	\$7.00	\$75,250.00
7	Playground Equipment Installation	LS	1	\$137,985.00	\$137,985.00	\$150,000.00	\$150,000.00
8	Asphalt Walks and Drives	SF	4,550	\$12.76	\$58,058.00	\$15.00	\$68,250.00
9	Stone Dust Trail	SF	500	\$24.05	\$12,025.00	\$35.00	\$17,500.00
10	Brick Paver Walks	SF	200	\$103.38	\$20,676.00	\$64.00	\$12,800.00
11	Concrete Play Area Slab	SF	240	\$64.19	\$15,405.60	\$32.00	\$7,680.00
12	Tree Well	LS	1	\$14,000.00	\$14,000.00	\$45,000.00	\$45,000.00
13	Benches						
	A. Single Sided Bench	EA	6	\$1,363.46	\$8,180.76	\$1,000.00	\$6,000.00
	B. Double Sided Bench	EA	1	\$3,028.07	\$3,028.07	\$1,500.00	\$1,500.00
14	Chess Tables	EA	2	\$1,494.77	\$2,989.54	\$1,500.00	\$3,000.00
15	Timber Ramp	LS	1	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00
16	Split Rail Fence and Gates	LF	240	\$105.26	\$25,262.40	\$71.50	\$17,160.00
17	Landscaping	LS	1	\$22,000.00	\$22,000.00	\$106,500.00	\$106,500.00
	Total				\$721,943.38		\$1,026,180.00
	Receipt Addendum				Not Applicable		Not Applicable
	Non-Collusive Bidding Certification				Yes		Yes
	Bid Bond/Certified Check				Yes		Yes

----- Original message -----

From: Benoit Adamo <

Date: 8/16/22 5:18 PM (GMT-05:00)

To: [supervisor@lewisborogov.com](mailto:supervisor@lewisborogov.com)

Subject: request for consideration

Dear Mr. Gonçalves,

Per your conversation with Vincent Mirizio today (8/16), I am writing you this letter to notify you of our request for consideration of approval for a small block party that we are interested in having on Kingswood Way. My name is Ben Adamo, and I am a friend of Vincent's and a resident of Kingswood Way.

The event would occur on September 10 and start at 4 pm at the cul-de-sac at the end of Kingswood Way. The invite list would be limited to those living on Kingswood Way to cap attendance. We will comply with the town's noise ordinance and will not block any driveways or road access.

Please let me know if you have any questions. I can be reached at this email or the number listed below. Thank you for your time.

Kind regards,

Ben Adamo

Kingswood Way