



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY, JANUARY 23, 2023  
7:30 P.M.**

- I. PUBLIC HEARING Proposed Amendment to Chapter 199 Article II “Exemption for Disabled Persons with Limited Income”**
- II. PUBLIC HEARING Proposed Amendment to Chapter 199 Adding Article VI Regarding Senior Citizens Tax Exemption**
- III. PUBLIC HEARING Proposed Amendment to Chapter 199 Article IV Entitled “Volunteer Fire Fighters and Ambulance Workers Exemption”**
- IV. COMMUNICATIONS**
- V. CONSENT AGENDA**
  - a. Approval of Minutes of January 9, 2023**
- VI. NEW BUSINESS**
  - a. Discussion: Food Scrap 2023 Budget Proposal**
  - b. Discussion: Parks & Recreation – Pickleball Courts**
  - c. Resolution: Approving Partners In Safety 2023 Complete DOT Program Agreement and Authorizing Supervisor to Sign**
  - d. Resolution: Approving 2023 North East Westchester Special Recreation Interagency Agreement and Authorizing Supervisor to Sign**
- VII. PUBLIC COMMENT for New Business Only**
- VIII. APPROVAL OF CLAIMS**
- IX. POLLING OF THE BOARD**
- X. ANNOUNCEMENTS**

**Town Board Meeting – Monday, February 13, 2023, at 7:30 p.m., at the Town House, 11 Main Street, South Salem**

## **XI. 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/88040564503>**

**Meeting ID: 880 4056 4503**

**Dial by your location**

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

**Meeting ID: 880 4056 4503**

## **PROPOSED LOCAL LAW # 1 OF THE YEAR 2023**

**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 199**

Chapter 199 of the current Code of the Town of Lewisboro entitled "Taxation", specifically Article II "Exemption for Disabled Persons with Limited Income" and §199-7 thereof, is hereby amended to read as follows:

#### **§ 199-7 Exemption granted.**

The Town of Lewisboro hereby grants to persons with disabilities and limited income, as defined by § 459-c of the Real Property Tax Law, the tax exemption up to a maximum of 50% of the assessed value of the real property owned by the person with disabilities and limited income in the manner described in § 459-c of the Real Property Tax Law.

### **SECTION 3 : AMENDMENT OF CHAPTER 199**

Chapter 199 of the current Code of the Town of Lewisboro entitled "Taxation", specifically Article II "Exemption for Disabled Persons with Limited Income" and §199-8 thereof, is hereby amended to read as follows:

#### **§ 199-8 Income Eligibility Level**

The income eligibility level for a person with a disability to qualify for exemption under this chapter and the corresponding exemption entitlement shall be as follows:

<b><u>Annual Income</u></b>	<b><u>Percentage of Assessed Value Exempt From Taxation</u></b>
<b>Under \$50,000</b>	<b>50%</b>
<b>\$50,000 to \$50,999.99</b>	<b>45%</b>
<b>\$51,000 to \$51,999.99</b>	<b>40%</b>
<b>\$52,000 to \$52,999.99</b>	<b>35%</b>
<b>\$53,000 to \$53,899.99</b>	<b>30%</b>
<b>\$53,900 to \$54,799.99</b>	<b>25%</b>
<b>\$54,800 to \$55,699.99</b>	<b>20%</b>
<b>\$55,700 to \$56,599.99</b>	<b>15%</b>
<b>\$56,600 to \$57,499.99</b>	<b>10%</b>
<b>\$57,500 to \$58,399.99</b>	<b>5%</b>

### **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.

## **PROPOSED LOCAL LAW # 2 OF THE YEAR 2023**

**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 199**

Chapter 199 of the current Code of the Town of Lewisboro entitled "Taxation" is hereby amended to add Article VI to read as follows:

## **ARTICLE VI SENIOR CITIZENS TAX EXEMPTION**

### **§ 199-21 Purpose**

The purpose of this article is to grant a partial exemption from taxation up to a maximum of 50% of the assessed valuation of real property which is owned by certain persons with limited income who are 65 years of age or over, meeting the requirements set forth in § 467 of the Real Property Tax Law.

### **§ 199-22 Grant of Exemption; Conditions**

- A. Real property owned by one or more persons, each of whom is 65 years of age or over, or real property owned by husband and wife or by siblings, one of whom is 65 years of age or over, or real property owned by one or more persons, some of whom qualify under § 467 of the Real Property Tax Law and § 459-c of the Real Property Tax Law, shall be exempt from taxation by the Town of Lewisboro in regard to property located in the Town of Lewisboro up to a maximum of 50% of the assessed valuation in accordance with the schedule listed below and subject to the conditions and exceptions set forth in this Chapter

<b><u>Annual Income</u></b>	<b><u>Percentage of Assessed Value Exempt From Taxation</u></b>
<b>Under \$50,000</b>	<b>50%</b>
<b>\$50,000 to \$50,999.99</b>	<b>45%</b>
<b>\$51,000 to \$51,999.99</b>	<b>40%</b>
<b>\$52,000 to \$52,999.99</b>	<b>35%</b>
<b>\$53,000 to \$53,899.99</b>	<b>30%</b>
<b>\$53,900 to \$54,799.99</b>	<b>25%</b>
<b>\$54,800 to \$55,699.99</b>	<b>20%</b>
<b>\$55,700 to \$56,599.99</b>	<b>15%</b>
<b>\$56,600 to \$57,499.99</b>	<b>10%</b>
<b>\$57,500 to \$58,399.99</b>	<b>5%</b>

- B. For purposes of this section, "sibling" shall mean a brother or sister, whether related through half blood, whole blood or adoption.
- C. Application for such exemption must be made by the owner or all of the owners of the property, on forms prescribed by the State Board to be furnished by the Town Assessor. Said owners shall furnish the information requested on the forms and shall execute them in the manner required or prescribed in such forms. Applications shall

be filed in the Assessor's office on or before March 1 of each year. Owners who become 65 years of age after March 1 and before December 31 of the year of application shall still qualify for the exemption.

D. Any exemption provided under this article shall be computed after all other partial exemptions allowed by law have been subtracted from the total amount assessed.

E. No exemption shall be granted:

(1) If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of \$58,400.00 "Income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings and net income from self-employment, but shall not include a return of capital, gifts or inheritances. In computing net rental income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income.

(2) Unless the title of the property shall have been vested in the owner or one of the owners of the property for at least 24 consecutive months prior to the date of making application for exemption; provided, however, that in the event of the death of either a husband or wife in whose name title of the property shall have been vested at the time of death and then becomes vested solely in the survivor by virtue of devise by or descent from the deceased husband or wife, the time of ownership of property by the deceased husband or wife shall be deemed also a time of ownership by the survivor and such ownership shall be deemed continuous for the purposes of computing such period of 24 consecutive months. In the event of a transfer by either a husband or wife to the other spouse of all or part of the title to the property, the time of ownership of the property by the transferor spouse be deemed also a time of ownership by the transferee spouse, and such ownership shall be deemed continuous for the purposes of computing such period of 24 consecutive months. Where property of the owner or owners has been acquired to replace property formerly owned by such owner or owners and taken by eminent domain or other involuntary proceeding, except a tax sale, the period of ownership of the former property shall be combined with the period of ownership of the property for which application is made for exemption, and such periods of ownership shall be deemed to be consecutive for purposes of this section. Where a residence is sold and replaced with another within one year and both residences are within the state, the period of ownership of both properties shall be deemed consecutive for purposes of the exemption from taxation by a municipality within the state granting such exemption. Where the owner or owners transfer title to property which, as of the date of transfer, was exempt from taxation under the provisions of this section, the reacquisition of title by such owner or owners within nine months of the date of transfer shall be deemed to satisfy the requirement of this subsection that the title of the property shall have been vested in the owner or one of the owners for such

period of 24 consecutive months. Where, upon or subsequent to the death of an owner or owners, title to property which as of the date of such death was exempt from taxation under such provisions, becomes vested, by virtue of devise or descent from the deceased owner or owners, or by transfer by any other means, within nine months after such death, solely in a person or persons who, at the time of such death, maintained such property as a primary residence, the requirement of this subsection that the title of the property shall have been vested in the owner or one of the owners of such period of 24 consecutive months shall be deemed satisfied.

(3) Unless the property is used exclusively for residential purposes; provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section.

(4) Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all of the owners of the property, provided that an owner who is absent while receiving health-related care as an inpatient of a residential health care facility, as defined in § 2801 of the Public Health Law, shall be deemed to remain a legal resident and an occupant of the property while so confined, and income accruing to that person shall be income only to the extent that it exceeds the amount paid by such owner, spouse, or co-owner for care in the facility; and provided further that during such confinement, such property is not occupied by other than the spouse or co-owner of such owner.

### **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 # 3 OF THE YEAR 2023**

**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 199**

Article IV of Chapter 199 of the Town of Lewisboro Town Code entitled “Volunteer Fire Fighters and Ambulance Workers Exemption” is hereby repealed in its entirety and replaced with the following:

#### **§199-11 Purpose**

The purpose of this article is for the Town of Lewisboro to opt-in to the provisions of New York State Real Property Tax Law §466-a, as amended December 9, 2022 (Chapter 670 Section 1 Laws of 2022) and to provide a real property tax exemption on the assessed valuation of certain real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, or to such enrolled member and spouse, as permitted by the Real Property Tax Law.

#### **§ 199-12 Exemption granted.**

An exemption from taxation of a maximum of 10% of the assessed value of property owned by an eligible person as set forth below is hereby granted with respect to the Town, part-Town and special district charges exclusive of special assessment..

#### **§199-13 Eligibility**

Such exemption shall be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in the Town of Lewisboro, provided that:

- A. The applicant resides in the Town of Lewisboro and the Town of Lewisboro is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;
- B. The property is the primary residence of the applicant;
- C. The property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and
- D. The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service for a period of at least two years. The Town of Lewisboro to determine the procedure for certification. The applicant must submit proof of such certification, together with the application for an exemption.



#### **§199-14 Grant of Lifetime Exemption**

Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as the property for which exemption is sought under this Chapter is the primary residence of the enrolled member.

#### **§199-15 Un-Remarried Spouses**

##### **A. Line of Duty Death of Member**

Any exemption under this Chapter shall be continued to the un-remarried spouse of an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service who is killed in the line of duty upon the following conditions:

- (1) Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
- (2) Such deceased volunteer had been an enrolled member for at least five years; and
- (3) Such deceased volunteer had been receiving the exemption prior to his or her death.

##### **B. Death of Member**

Any exemption under this Chapter shall be continued to the un-remarried spouse of an deceased member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service upon the following conditions:

- (1) Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
- (2) Such deceased volunteer had been an enrolled member for at least twenty five years; and
- (3) Such deceased volunteer had been receiving the exemption prior to his or her death.

#### **§199-16 Miscellaneous Provisions**

A. Application for such exemption shall be filed with the Assessor on or before the taxable status date, on a form as described by the Commissioner.

B. No applicant who is a volunteer fire fighter or volunteer ambulance worker who, by reason of such status, is receiving any benefit under the provisions of Real Property Tax Law, Article 4, Exemptions, on the effective date of this article shall

suffer any diminution of such benefit because of the provisions of this article.

### **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.

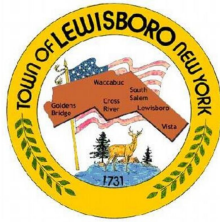
### **SECTION 5– EFFECTIVE DATE**

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.



# 2023 Food Scrap Recycling Program Proposal

## January 23, 2023



### Town of Lewisboro Sustainability Advisory Committee

#### **Introduction**

In April of 2022 the Town of Lewisboro Sustainability Advisory Committee, under authorization from the Town Board started a free and voluntary community food scrap recycling program that allows town residents to drop off their food scraps in secured collection bins which are regularly collected and used to produce high-quality compost. Food scraps are one of the largest proportions of household trash sent to landfills and incinerators. But they're not trash! They are a resource that can be turned into useful compost. In a landfill, food scraps break down and create methane, a potent greenhouse gas, that traps heat and contributes to global warming.

#### **2022 Successes**

- Over 25,000 pounds of food scraps in only 9 months were recycled last year rather than incinerated or landfilled
- The program is a free, voluntary opportunity for residents to recycle their food scraps 24 hours a day, 7 days a week
- No animal nuisance issues were reported
- Composting starter kits sold out which demonstrates the community's strong interest!

#### **2023 Proposal**

Based on feedback from the community requesting additional drop off locations, composting kits, and an opportunity to purchase compost from the food scrap recycler we proposed expanding the program for 2023. The Sustainability Advisory Committee recommends the Town Board to approve item 1 under each of the following categories to maximize the value and functionality of the food scrap recycling program for town residents.

#### **Drop off locations**

1. Expand the food scrap recycling program to include Onatru Farm Park, and Fox Valley Park as drop off locations and keep the current town hall drop off location. This proposal includes the contract for the hauler, bins, and signage - \$9,610
2. Renew the existing contract with the current hauler and keep the only town drop off location at its current location - \$4,000

#### **Composting Kits**

1. Purchase 100 composting kits for a fee of \$3,205.58 and sell those kits to residents at a price of \$25, resulting in a net cost to the town of \$705.58 when fully sold. This \$25 per-unit price is consistent with the price of kits sold previously but would result in a net cost of \$7 per kit to the town.
2. Purchase 100 composting kits for a fee of \$3,205.58 and sell those kits to residents at a price of \$32, resulting in a net cost to the town of \$5.58 when fully sold.

#### **Compost Give Back**

1. The town shall pay the upfront cost of \$625 for 15 yards of compost that is supplied by the food scrap hauler. The town will make this compost free to town residents for a total cost to the town of \$625.
2. The town shall pay the upfront cost of \$625 for 15 yards of compost that is supplied by the food scrap hauler. The town will sell the compost to residents at a price of \$1 per 5 gallon bucket for a total cost to the town of \$20.



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 – Fax (914) 232-1802 - [www.sporttechconstruction.com](http://www.sporttechconstruction.com)

1/9/2023


Nicole Caviola  
Recreation Supervisor  
Town of Lewisboro Parks & Recreation  
99 Elmwood Road  
South Salem, NY 10590  
914-232-6162  
Fax - (914) 232-6165  
[www.LewisboroRecreation.com](http://www.LewisboroRecreation.com)

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

**RECLAIM EXISTING ASPHALT SURFACE. CONSTRUCTION OF SIXTEEN (16) POST TENSION PICKLEBALL COURT SURFACE. 204' X 120'**

*The following information is to be viewed as guidelines for the owner to use while creating their own set of specifications for the intended project. The estimates and quantities found in the attached document have been put together by Sport-Tech Construction for budgetary purposes only. Sport - Tech construction assumes no responsibility for the actual cost of the Project.*

1. The exact location of the court area will remain the same. An access road to the court area will be established removed at the end of the project. The existing net post and footings will be removed.
2. Demo old existing fence system and remove off site. Furnish and Install New Fence system comprised of: 2 ½ Sch. 40 Line Posts, 3" Terminal Posts, 10' H 1 ¼" x 9-gauge fence fabric, 1 5/8 top rail and corner braces, 6-gauge coil wire, two new gates. ALL COMPONENTS TO BE BLACK
3. The existing asphalt surface will be Re-Claimed in place. The sub-grade will not be more than 1 to 2 inches above or below the sub-grade elevation of one (1) inch in each ten (10) feet toward the direction of maximum drainage and compacted to 95% density.
4. Using a laser grader, grade material such that finished surface shall not vary more than 1/8" above or below the true base elevation. Laser grade the new base to .83% slope
5. The new net posts are positioned according to U.S.T.A. specifications. The foundation will be 3'X3'X3' and filled with concrete one (1") inch from surface course.
6. Center strap anchors will be positioned and set in concrete footings 1'X1'X1'.
7. Form work to be installed around the entire perimeter of court. One layer of 6 mil poly will be placed over the entire court area. Post Tension cables will be laid out and installed to PTI designed specifications. A minimum of 4.5" thick – 3000 psi concrete slab will be poured in inside the forms and finished as required according to CSP specs. (Concrete Surface Profile –Broom finish, then acid etch) P/T Cables will be stressed according to PTI Specs & Procedures. The first stress will take approximately 24 hours after the pour and 2<sup>nd</sup> will take place 7-10days after.
8. Furnish and Install New Fence system comprised of: 2 ½ Sch. 40 Line Posts, 3" Terminal Posts, 10' H 1 ¼" x 9 gauge fence fabric, 1 5/8 top rail and corner braces, 9 gauge coil wire, six new gates. ALL COMPONENTS TO BE BLACK

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9. Prior to application of color surface, the court surface will be flooded with water and allowed to drain. Any depressions will be filled and leveled with Patch binder. If the standing water does not cover a five-cent piece, it is within tolerance and will evaporate within a reasonable time.

Laykold Acrylic Paint: <http://sportsbyapt.com/brand/laykold/> - Color Selector

10. One (1) coat of Laykold Poly Primer is used to prime the concrete slab.
11. Two (2) coat of Laykold Nu-Surf to be applied over the entire area.
12. Two (2) coat of Laykold Colorflex will be applied over the entire area. Colors TBD.
13. White Line Paint will be used to paint 2" playing lines. The lines will be masked out, and then One (1) coat of clear will be applied to assure a sharp line. Atop of clear, Two (2) coats of white line paint will be applied by brush.
- 
14. White Line Paint will be used to paint 2" playing lines. The lines will be masked out, and then One (1) coat of clear will be applied to assure a sharp line. Atop of clear, Two (2) coats of white line paint will be applied by brush.

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\*\*\* NOTE: ALL WORK AND MATERIALS ARE GUARANTEED FOR ONE YEAR. THIS PROPOSAL DOES NOT INCLUDE PRICING FOR PERMITS, DRAINAGE, WATER RETENTION AREAS, BLUE PRINTS, ARCHITECTURAL DRAWINGS, SURVEYOR COSTS, LANDSCAPING, ADDITIONAL FILL, ROCK REMOVAL, UNSUITABLE SOIL AND RETAINING WALLS, IF REQUIRED\*\*\*

\*\*\*\*Should rock be encountered, it will be removed at an extra cost of \$400.00 per cubic yard\*\*\*

**TOTAL ESTIMATE:**

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

**Total - \$525,000.00**



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**Additional Options:**

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**ACCEPTANCE OF ESTIMATE**

A finance charge of 1.65% will be added each month to any balance outstanding at completion of job.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the amount set forth above. We will not be responsible for delays caused by strikes, accidents, or other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 120 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 – Fax (914) 232-1802 - [www.sporttechconstruction.com](http://www.sporttechconstruction.com)

1/9/23

Nicole Caviola  
Recreation Supervisor  
Town of Lewisboro Parks & Recreation  
99 Elmwood Road  
South Salem, NY 10590  
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**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

**RECLAIM EXISTING ASPHALT SURFACE, CONSTRUCTION OF SIXTEEN ALL-WEATHER PICKLEBALL COURTS (204' x 120') - Same footprint**

*The following information is to be viewed as guidelines for the owner to use while creating their own set of specifications for the intended project. The estimates and quantities found in the attached document have been put together by Sport-Tech Construction for budgetary purposes only. Sport - Tech construction assumes no responsibility for the actual cost of the Project.*

1. The exact location of the court area will remain the same. A suitable access roadway will be established by Sport -Tech Construction to the court area for heavy trucks and heavy equipment. The roadway must be built structurally sound to establish a safe road to handle all of the heavy equipment and material need to complete the project. The road will be removed at the end of the project and any disturbed areas will be restored
2. Demo old existing fence system and remove off site. Furnish and Install New Fence system comprised of: 2 ½ Sch. 40 Line Posts, 3" Terminal Posts, 10' H 1 ¾" x 9-gauge fence fabric, 1 5/8 top rail and corner braces, 6-gauge coil wire, two new gates. ALL COMPONENTS TO BE BLACK -3 Gates
3. The existing asphalt surface will be Re-Claimed in place. A minimum of 8" of additional Item # 4 (processed stone) will be installed as needed over compacted asphalt millings. The area will then be graded using a laser controlled automated grader box to ensure proper pitch and compacted with a roller of a minimum weight of five (5) tons. (Processed Stone is Item#4).
4. Approx. 396.LF of 6" perforated drainage pipe (in a grass swale) will be installed around the perimeter of the court in a trench measuring 18" wide x 24" deep. The trench will be lined with filter fabric and filled with gravel. The drainage will be day lighted at a designated location on the property approx. no more than 20ft or tied into the nearest drain structure.
5. The new tennis net posts Tennis are positioned according to U.S.T.A. specifications. The foundation will be 3'X3'X3' and filled with concrete one (1") inch from surface course.
6. Center strap anchors will be positioned and set in concrete footings 1'X1'X1'.
7. A 1 1/2" leveling course of hot plant asphalt binder will be constructed over the base with a Laser Controlled Automated paver and compacted by a roller weighing not less than two tons.
8. A 1-1/2" surface course of hot plant 7F asphalt will be constructed over the leveling course with a Laser Controlled Automated paver and compacted by a roller.



- 9. Prior to application of color surface, the court surface will be flooded with water and allowed to drain. Any depressions will be filled and leveled with Patch binder. If the standing water does not cover a five-cent piece, it is within tolerance and will evaporate within a reasonable time.

**Acrylic Paint**

- 1. ARMOR YELLOW MESH- Furnish and install the ARMOR YELLOW FIBERGLASS MESH overlay system directly over the ENTIRE asphalt tennis courts as per manufacturer's specifications.
- 2. LAYKOLD ACRYLIC RESURFACER – Furnish and apply (2) coat(s) of LAYKOLD ACRYLIC RESURFACER to entire court area.
- 3. LAYKOLD COLOR ACRYLIC FILLER – Furnish and apply (2) coat(s) of fully pigmented LAYKOLD COLOR FLEX ACRYLIC FILLER. Colors to be (Dark Blue) inbound and (Medium Green) outbound.
- 4. LINE STRIPING- Layout and hand paint (2) set(s) of regulation Pickleball playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXTURED WHITE LINE PAINT.
- 5. CLEAN UP – Clean up general work area.

\*\*\* NOTE: ALL WORK AND MATERIALS ARE GUARANTEED FOR ONE YEAR. THIS PROPOSAL DOES NOT INCLUDE PRICING FOR PERMITS, DRAINAGE, WATER RETENTION AREAS, BLUE PRINTS, ARCHITECTURAL DRAWINGS, SURVEYOR COSTS, LANDSCAPING, ADDITIONAL FILL, ROCK REMOVAL, UNSUITABLE SOIL AND RETAINING WALLS, IF REQUIRED\*\*\*

\*\*\*\*Should rock be encountered, it will be removed at an extra cost of \$400.00 per cubic yard\*\*\*

**TOTAL ESTIMATE:**

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

Total – ..... **\$460,000.00**





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**Additional Options:**

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**ACCEPTANCE OF ESTIMATE**

A finance charge of 1.65% will be added each month to any balance outstanding at completion of job.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the amount set forth above. We will not be responsible for delays caused by strikes, accidents, or other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



November 22, 2022

Mr. Peter Parsons  
Town of Lewisboro  
11 Main Street  
South Salem, NY 10590

Dear Mr. Parsons,

Thank you for your continued business throughout 2022. We are thankful for each and every one of our clients and look forward to working with you in 2023.

Enclosed is a copy of your 2023 Service Agreement and an updated employee list for your review. To continue services going into next year, please sign and date the bottom section of the Service Agreement and return it with your payment to our corporate address: 800 Route 17M, Middletown, New York, 10940, no later than February 15, 2023. You may also e-mail your signed agreement to [Renewal@partnersinsafety.com](mailto:Renewal@partnersinsafety.com) and mail your payment separately. Due to rising costs that we have incurred, we are raising our pricing for 2023.

Should you have any questions or concerns, please call or e-mail Kathy Brownlee at 845-341-0515 ext. 102, [kbrownlee@partnersinsafety.com](mailto:kbrownlee@partnersinsafety.com), or myself at 914-772-4372.

Have a wonderful Holiday Season.

We appreciate your business!

A handwritten signature in dark ink, appearing to read "Ursula Clancy", is written over a light blue horizontal line.

Ursula Clancy  
President

**Rockland County**  
55 Old Nyack Turnpike, Suite 401  
Nanuet, NY 10954  
845-624-3882

**Corporate Office**  
800 Route 17M  
Middletown, NY 10940  
845-341-0515

**Westchester County**  
15 North Broadway, Suite D  
White Plains, NY 10601  
914-285-0434

**New York City**  
408 West 45th Street  
New York, NY 10036  
212-727-8637

Partners In Safety, Inc.

800 Route 17M  
Middletown, NY 10940  
845-341-0515

Invoice

Date	Invoice #
1/1/2023	8518.2023

Bill To
Town of Lewisboro Peter Parsons 11 Main Street PO Box 500 South Salem, NY 10590

P.O. No.	Terms
	Net 30 days

Quantity	Description	Rate	Amount
14	Fee for Administration of Drug & Alcohol Testing Program 2023 Full Program Fee	56.00	784.00
CREDIT CARD PAYMENTS ACCEPTED AT AN ADDITIONAL 3.25%		<b>Total</b>	\$784.00

## Complete DOT Program Agreement

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

### Complete DOT Program:

\$56.00 per Employee per year

#### Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

### Additional Charges:

**(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.**

DOT drug test at lab or offices of Partners In Safety:	\$ 49.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 92.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• offices of Partners In Safety:	\$ 79.00 per test
• approved walk-in medical facility:	\$ 112.00 per test
DOT Breath Alcohol test at offices of Partners In Safety:	\$ 40.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 62.00 per test
DOT/19A physical performed at offices of Partners In Safety:	\$ 72.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 275.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 185.00 per hour (minimum of 2 hours, plus the cost of the test)

On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC*.

Signature and Title \_\_\_\_\_

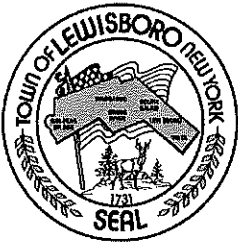
Client: Town of Lewisboro

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



Ursula Clancy, President

Partners In Safety, Inc.



# Town of Lewisboro

## Parks & Recreation Department



**Nicole Caviola**  
Recreation Supervisor

**Michael Portnoy**  
Recreation Assistant

**Laura Stone**  
Senior Office Assistant

**Pam Veith**  
Senior Adult Coordinator

TO: Tony Goncalves, Town Supervisor

FROM: Nicole Caviola, Recreation Supervisor

DATE: January 11, 2023

RE: **2023 Interagency Agreement Renewal - Northeast  
Westchester Special Recreation Inc.**

Attached please find the 2023 Northeast Westchester Special Recreation interagency agreement for the Town of Lewisboro for you to sign if approved by the Town Board. The municipal match share for the Town in 2023 is \$11,036.03. The payment schedule requires the first payment of \$5,364.83 to be paid by the end of January and the balance of \$5,671.20 due by the end of June. The money for this payment has been approved in the 2023 Recreation and Parks Department budget in account 7310.42 (youth).

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

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

Respectfully submitted,

Nicole Caviola  
Recreation Supervisor

NC:ls

28546



# **North East Westchester Special Recreation, Inc.**

63 Bradhurst Avenue  
Hawthorne, NY 10532  
Phone: 914-347-4409 | Fax: 914-347-5054  
[www.northeastsspecialrec.org](http://www.northeastsspecialrec.org)

**December 2022**

**Nicole Caviola**  
Town of Lewisboro  
99 Elmwood Rd.  
South Salem, NY 10590

Dear Nicole,

As per our North East Westchester Special Recreation Interagency Agreement, your Per Capita match for 2023 is **\$5,364.83**. Please remit payment for this amount by January 31<sup>st</sup>, 2023.

The following is an explanation of how the Municipal Match is done, 6 decimals are used on all figures:

<b>2023 Municipality Match</b>					
<b>Per Capita \$0.437410</b>			<b>Per Participant \$166.800000</b>		
<i>(amount needed for the year divided by total population, this number is then multiplied by specific municipality's population based on most recent Census)</i>			<i>(amount needed for the year divided by total participants, this number is then multiplied by specific municipality's 3-year average of participants)</i>		
<i>\$67,852.47/155,123*(2020 Census)</i>			<i>\$67,220.40/403*(3-year average)</i>		
<b>Municipality</b>	<b>2020 Census</b>	<b>2023 3-Yr Average</b>	<b>Per Capita (Due January 31<sup>st</sup> 2023)</b>	<b>Per Participant (Due June 30<sup>th</sup> 2023)</b>	<b>Total Due</b>
Town of Lewisboro	12,265	33	\$5,364.83	\$5,671.20	\$11,036.03

Please sign and return a copy of the enclosed Interagency Agreement for 2023, if you have any questions, please let us know.

Stay well,

Ellie Arnemann  
Executive Director



**North East Westchester Special Recreation, Inc.**

63 Bradhurst Avenue  
Hawthorne, NY 10532  
Phone: 914-347-4409 | Fax: 914-347-5054  
[www.northeastsspecialrec.org](http://www.northeastsspecialrec.org)

## **NORTH EAST WESTCHESTER SPECIAL RECREATION, INC. INTERAGENCY AGREEMENT**

This agreement made on the (1st.) day of (January), (2023), by and between North East Westchester Special Recreation Inc., a NFPC organized pursuant to laws of State of New York and the Town of Mount Pleasant, a municipal corporation of the State of New York, the Town of New Castle, a municipal corporation of the State of New York, the Town of Bedford, a municipal corporation of the State of New York, the Town of Somers, a municipal corporation of the State of New York, the Town of Lewisboro, a municipal corporation of the State of New York, the Town of North Castle, a municipal corporation of the State of New York, the Village-Town of Mount Kisco, a municipal corporation of the State of New York, the Village of Sleepy Hollow, a municipal corporation of the State of New York, the Village of Pleasantville, a municipal Corporation of the State of New York, The Town of North Salem, a municipal corporation of the State of New York, The Town of Pound Ridge, a municipal corporation of the State of New York, The Village of Briarcliff Manor, a municipal Corporation of the State of New York; shall enable said municipalities the opportunity to provide a collective program of Therapeutic Recreation services for individuals with disabilities through participation in (North East Westchester Special Recreation Inc.)

Now, therefore, the parties hereto agree as follows:

- FIRST:** The parties shall jointly operate a therapeutic recreation program for individuals with disabilities residing or domiciled within the corporation limits of their respective municipalities irrespective of age or degree of the disabling condition.
- SECOND:** The program shall be funded through each municipality in accordance with a schedule of fees attached hereto and made part hereof establishing respective local shares which shall be in addition to any third-party sources of funding. Additionally, the parties agree to help with fund raising events in support of North East Westchester Special Recreation Inc. Said local share shall be paid to North East Westchester Special Recreation in two installments; the first before the last day of February, and the second on the last day of July in any calendar year in which this agreement shall be operative.
- THIRD:** The substantive program policy shall be the joint responsibility of all the parties; but shall be carried out administratively by North East Westchester Special Recreation, Inc.; in the manner as any other programs for which said municipality



**North East Westchester Special Recreation, Inc.**

63 Bradhurst Avenue

Hawthorne, NY 10532

Phone: 914-347-4409 | Fax: 914-347-5054

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would otherwise individually be responsible. Administrative services include, but are not limited to, accounting, payroll, legal, personnel, insurance, and risk management. In addition, the agency on behalf of the program may apply and receive grants and other third-party sources of revenue and may further enter into agreements on behalf of the program with other governmental agencies and non-profit organizations providing full or partial support of any program or activity to be provided hereunder.

- FOURTH:** The Board of Directors, consisting of the Recreation Department Chief Administrator from each of the parties shall have policy making power for the program and which shall further have the power to adopt rules, regulations and procedures for the governing of the program affairs in a manner consistent herewith.
- FIFTH:** North East Westchester Special Recreation shall procure and maintain liability insurance at its own cost and expense relating to all activities sponsored by and performed by the program, which insurance shall protect the interest of the parties hereto as named insured. Members of the North East Board of Directors shall be indemnified should suit be brought against them. A copy of the insurance coverage is submitted herewith naming North East Westchester Special Recreation, Inc. as the insured party to the benefit of the individual municipality.
- SIXTH:** The chief fiscal officer of North East Westchester Special Recreation shall be the Treasurer.
- SEVENTH:** Programs shall be held throughout the participating municipalities, utilizing existing community facilities.
- EIGHTH:** North East Westchester Special Recreation shall provide services for residents of participating communities and will accommodate non-resident participants in accordance with agency guidelines currently enforced.
- NINTH:** This agreement shall be effective for the calendar year and upon further agreement of the parties, may be amended and/or extended from year to year thereafter.





**North East Westchester Special Recreation, Inc.**

63 Bradhurst Avenue

Hawthorne, NY 10532

Phone: 914-347-4409 | Fax: 914-347-5054

[www.northeastsspecialrec.org](http://www.northeastsspecialrec.org)

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

Each counterpart signed copy shall be deemed an original, but all of which together shall constitute one instrument.

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

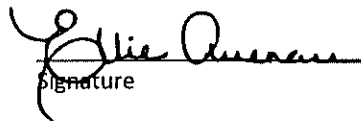
**NORTH EAST WESTCHESTER SPECIAL RECREATION, INC.**

12/13/2023

Date

Ellie Arnemann

Printed Name



Signature

Executive Director

Title

**MUNICIPALITY/TOWN/VILLAGE OF:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title