



**TOWN OF LEWISBORO
TOWN BOARD MEETING AGENDA
TOWN HOUSE
MONDAY, MAY 22, 2023
7:30 P.M.**

I. PUBLIC COMMENT 1

II. COMMUNICATIONS

III. CONSENT AGENDA

- a. Approval of Minutes of May 8, 2023**

IV. NEW BUSINESS

- a. Resolution: Accepting Annual and Interim MS4 Reports and Authorizing Supervisor to Sign**
- b. Resolution: Acceptance of Pool Concession Bid**
- c. Discussion: 911 IMA**
- d. Resolution: 40 Old Pond Stormwater Agreement and Authorizing Supervisor to Sign**
- e. Resolution: Appointment of Park Groundskeeper**
- f. Resolution: Appointment of Assistant Building Inspector**
- g. Resolution: Approving Teamsters 456 Maintenance Unit MOA**

V. OLD BUSINESS

- a. Resolution: Highway Lease Agreement for Wood & Soil Processing**

VI. PUBLIC COMMENT II for New Business Only

VII. APPROVAL OF CLAIMS

VIII. POLLING OF THE BOARD

IX. ANNOUNCEMENTS

Town Board Work Session – Monday, June 12, 2023, at 7:30 p.m., at the Town House, 11 Main Street, South Salem

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



Town of Lewisboro

Parks & Recreation Department



Nicole Caviola
Recreation Supervisor

Michael Portnoy
Recreation Assistant

Laura Stone
Senior Office Assistant

Pam Veith
Senior Adult Coordinator

NON-COLLUSION BIDDING CERTIFICATE

Made pursuant to Section 103-d of the
General Municipal Law of the State of New York

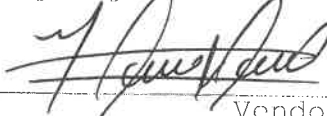
By submission of this proposal, each vendor and each person signing on behalf of the vendor certifies, and, in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

(3) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.


Vendor

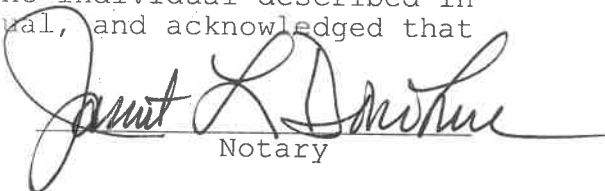
OWNER

By: Title

State of New York)
County of Westchester) ss.:

On the day of May 9, two thousand twenty three, before me personally came to me known to be the individual described in and who executed the foregoing individual, and acknowledged that Lillian Valentin executed the same.

JANET L. DONOHUE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DO6259627
Qualified in Westchester County
Commission Expires April 16, 2026


Notary



Town of Lewisboro

Parks & Recreation Department



Nicole Caviola
Recreation Supervisor

Michael Portnoy
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TOWN OF LEWISBORO

FOOD CONCESSION PROPOSAL SHEET

LEWISBORO TOWN PARK POOL

DEADLINE: Monday, April 3rd, 2023, at 4:00PM.

In accordance with the specifications set forth in the attached "Request for Proposal - Pool Food Concession" at the Lewisboro Town Park, I hereby submit my proposal as follows: Minimum bid of \$6,000 per year).

2023 Season: Five thousand dollars (in words)
\$ 5,000.00

2024 Season: Five thousand five hundred dollars (in words)
\$ 5,500.00

Total Proposed Ten thousand five hundred dollars (in words)
\$ 10,500.00

Signature:


Liliam Valentin

Print Name:

Company Name:

Lily's Delicat Market

Address:

112 Spring Street South Salem NY

Telephone #:



Email Address:



Website:



Town of Lewisboro

Parks & Recreation Department



Nicole Caviola
Recreation Supervisor

Michael Portnoy
Recreation Assistant

Laura Stone
Senior Office Assistant

Pam Veith
Senior Adult Coordinator

1. Food Service Equipment Inventory - Please complete. Please list the equipment you plan to utilize in your concession operation.

2 FREEZERS

1 COFFEE MAKER

1 TOASTER

1 LOW BOY REFRIGERATOR

1 TABLE PREP

1 MICROWAVE

2. Attach proposed menu and price list.

RETURN IN PERSON:

Lewisboro Recreation
99 Elmwood Road
South Salem, NY 10590

RETURN BY MAIL:

Lewisboro Recreation
99 Elmwood Road
South Salem, NY 10590

DEADLINE: Monday, April 3rd, 2023 at 4:00PM.

REQUEST FOR PROPOSAL SPECIFICATIONS

FOOD CONCESSION

TOWN OF LEWISBORO TOWN PARK POOL

2023

1079 Old Post Rd.

INSTRUCTIONS:

1. Time and date of proposal opening: **Monday, April 3rd, 2023 at 4:00PM** at the Lewisboro Parks and Recreation Department, 99 Elmwood Road, South Salem, NY.
2. Proposals must be sealed and labeled "Proposal for Food Concession - Lewisboro Town Park Pool."
3. Non-collusion statement must be included.
4. A contract will be awarded to the successful proposer based upon qualifications, menu, experience, and price for a specified period of time.
5. Potential and/or successful candidates may be required to appear before the Lewisboro Parks and Recreation Advisory Council and the Town Board to discuss details of operation.
6. The term of this contract shall be May 1st - October 31st for the 2023 through 2024 seasons (2 years) which the option of extending the contract after the two (2) years expire.
7. The purpose of the Request For Proposals is to provide a food concession service for the benefit of the public at the Town Park Pool in accordance with the enclosed specifications.

SPECIFICATIONS: The Lewisboro Town Park Pool

1. Pool Season: Memorial Day weekend (Saturday) to Labor Day

Weekends and holidays - 11:00AM - 7:00PM **May 27-Sept. 4**
① Weekdays - 3:30PM - 7:30PM End of May - end of June **May 30-June 16**
Weekdays - **12:00AM** - 7:30PM End of June - Early/Mid-August **June 20-**
11:00AM - 7:00PM Early/Mid-August - Labor Day **August 11**
August 14-Sept. 1

2. The Concessionaire is to have the right to sell food products in the Lewisboro Town Park pool complex during the term of the contract, with the exception of a limited number of swim meets which will be discussed with the concessionaire. The lessee will not be permitted to subcontract any services during the term of the contract without the permission of the Town.

3. The contract will be in effect from the date of execution and no later than May 1st and will terminate on October 31st.

OUT DAY

4. Contract signing - The successful proposer shall sign a contract with the Town in the form attached hereto within 10 days of award of the contract by the Town Board.

5. The contract shall provide for payment in three equal installments during the effective dates of the contract (June 15th, July 15th, and August 15th).

6. A certificate of insurance from the concessionaire must be provided to the Town evidencing the following:

A. New York Disability Benefits Insurance and Worker's Compensation Insurance.

B. Broad form Comprehensive General Liability including coverage for Product Liability, Personal Injury, and Contractual Liability. Minimum limit is \$1,000,000 per occurrence.

C. The Town of Lewisboro must be named as additionally insured.

INSURANCE
EXTENDED
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7. The Concessionaire will agree to indemnify and hold harmless the Town of Lewisboro and its employees with regard to any costs or liability incurred as a result of the actions of the concessionaires, its employees, members or their guests, resulting from negligence of the Operator, its agents, servants or employees or which may have been occasioned or sustained by reason of the use or consumption of any food or beverage served by the Operator. Such indemnification shall include costs or damages incurred as a result of claims for injury to persons or property of every kind and of every nature.

8. The Concessionaire shall properly maintain all the equipment in the concession stand premises.

MAKE REPORT MICHAEL

THE STUFF THEY HAVE

PROPANE WATER ELECTRIC

PEPSY

11 main
street
South Salem
NY

9. The Town will provide the following equipment:

- 1 - 36" counter type griddle (Hobart)
- 1 - Twin basket free standing fryer (Garland)
- 1 - Exhaust system with hood
- 1 - Ansul fire suppression system
- 1 - Hand sink
- 1 - 3 compartment scullery sink GRISS TOWN

10. All other equipment to be used for refrigeration, food preparation, storage or placing of equipment is the responsibility of the concessionaire.

11. The concessionaire is responsible for installing, removing and/or repairing all equipment not provided by the Town.

12. The concessionaire is responsible for providing their own cash register/ point of sale system.

13. The Concessionaire shall keep the concession area and the area surrounding the Stand and the picnic tables clean at all times.

14. Food menu, price lists and display boards must be professionally presented and approved by the Superintendent of Recreation. The Concessionaire shall post all prices of merchandise offered for sale prominently on the premises.

15. The concessionaire must perform a scheduled list of maintenance duties as noted in the attached.

16. The Concessionaire shall not sell chewing gum, jaw breakers, cigarettes, or other smoking materials, alcoholic beverages, or any substance in glass containers.

17. At the end of each season during which this contract is in effect, the Concessionaire is to restore the premises to the condition in which it was found. All equipment owned should be removed and the room should be left clean. This should be done by November 15th.

18. The Town is responsible for providing and paying for trash disposal and propane gas (hot water heater, griddle and fryer).

19. The Concessionaire will be required to sell food and beverages which are of good quality, clean and wholesome in

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quantities and at the prices supplied with the proposal. If the successful bidder should desire to sell commodities other than set forth in the said schedule of charges, a list of said commodities and the sale price of same must first be submitted to the Superintendent of Recreation in writing for approval.

20. The Concessionaire shall operate the concession:

A. During the pool season, hours of operation shall be between (minimum) 11:00AM and 7:00PM, seven (7) days a week.

Hours shall be clearly posted.

21. The successful proposer will be required to comply with all laws, rules and regulations including state and county health regulations and it shall be the successful proposer responsibility to obtain all licenses and permits as required. A daily inspection of the premises may be made by an authorized representative of the Superintendent of Parks and Recreation.

22. All proposers must provide the Town with their proposal, a detailed list of the items they wish to sell with prices. All prices should have sales tax included. It is the intent of the Town of Lewisboro to offer the pool patrons a quality food service at a reasonable cost. The item details for all proposed sale items and their pricing will be taken into account when reviewing all proposals.

23. Personnel required for the services supplied by concessionaire shall be the exclusive responsibility of concessionaire and will be required to dress in a neat and presentable manner and carry personal identification at all times. All personnel while on duty must wear a clean uniform shirt with the concessionaire's name and logo.

24. The Concessionaire must dispose of all garbage daily to the designated area (dumpster) at the pool complex and collapse all cardboard containers to be placed in a separate area for recycling. Disposal may occur numerous times throughout the day based on need.

25. Recycling - Every effort must be made by the Concessionaire to provide and promote recycling of beverage containers used by the Concessionaire.

26. The concessionaire shall not bring any television or video games to the pool area.

27. Each bidder shall submit with his proposal a list of past work experience(s) as a food concessionaire. Please use the attached form.

28. The Concessionaire, at the sole cost and expense of same shall maintain that portion of the building assigned to Concessionaire in full and complete repair to the satisfaction of the Superintendent of Parks and Recreation during the term of this contract, except structural repairs.

29. If any repairs, alterations, decorations, additions or improvements of the premises are desired by Concessionaire, he shall first submit plans, and specifications therefore to the Superintendent of Recreation and Parks for his approval and no repairs, alterations, decorations, additions and improvements shall be made or work commenced without first obtaining written approval and consent from the Superintendent of Parks and Recreation. Any such repairs, alterations, decorations, additions, or improvements shall be made at the sole cost and expense of Concessionaire and shall become the property of the Town immediately upon their completion.

30. The Concessionaire shall not allow loud music to be played in or around the Refreshment Stand area.

31. The employees of the Concessionaire will not be permitted to enter the swimming pool.

32. All deliveries and bills will be clearly directed to the successful concessionaire, not the Town of Lewisboro.

33. Interested bidders can request a site visitation prior to submitting their proposal. To schedule a site visit to the Lewisboro Town Park contact Nicole Caviola, Recreation Supervisor at (914) 232-6162.

34. The minimum acceptable proposal will be \$6,000 (six thousand) per year.

TOWN PARK POOL CONCESSION

MAINTENANCE SCHEDULE

1. Concrete eating area:

- Scrub with cement cleaner and hose down area near building each night (approx. 15'). Must be done at the end of the day.
- Sweep and pick up litter each night (including hedge area).

2. Picnic tables:

- During the day assign one person to clean the tables on a regularly scheduled basis. Must use clean water and clean towels.
- Scrub with cleaner and hose down each night.

3. Back area (propane tank area, doorway):

- Keep the area neat and clean.
- Keep storage door closed.

4. Side serving area:

- Keep gate closed and locked when not in use. No pool members are permitted through the gate.
- Keep the area neat and clean.
- No water discharged in this area. Use the sink for all cleaning buckets, dirty water, etc.
- Access driveway area used for deliveries only.

5. Deep Fryer Oil:

- Oil to be changed every 7 days. Oil must be removed and stored in the recycle drum. Oil to be removed by recycling company at the expense of the concessionaire.

6. Grease trap:

- Clean each Monday as part of the general clean up.

7. Serving/cooking area:

- Keep neat and clean.

8. Exhaust fan:

- Keep all exhaust fans clean and in proper working order.
- Clean all fans and filters each Monday.

9. Garbage cans:

- Keep covers on all cans (clean covers as needed).
- Empty all cans, as needed, and take down to garbage containers. Must put all trash in containers.
- Keep garbage cans neat and clean.

10. Inspection:

- Pool Director to inspect concession area daily.
- Pool Director to perform a formal inspection with concessionaire each Monday afternoon.
- Superintendent to design a check list for weekly inspection.

poolconc.rfp

**STORMWATER CONTROL FACILITY
MAINTENANCE AGREEMENT AND EASEMENT**

AGREEMENT made this ____ day of _____, 2022, by Old Pond Properties, LLC and the Town of Lewisboro:

WHEREAS, pursuant to a Resolution duly adopted on November 17, 2020 (the “Approving Resolution”), the Planning Board of the Town of Lewisboro granted Wetland Permit Approval and Stormwater Permit Approval (PB Cal. #91-19WP and #10-19SW) for the premises referred to as the “McArthur-Salazar Property,” which is owned by Old Pond Properties, LLC, located at 40 Old Pond Road, South Salem, New York and identified on the Tax Map of the Town of Lewisboro as Sheet 33C, Block 11155, Lots 16, 17 and 44 (the “Subject Property”); and

WHEREAS, the Approving Resolution (the terms of which are fully incorporated herein by reference) requires that stormwater control measures be constructed upon the Subject Property in accordance with project plans approved under its terms; and

WHEREAS, the Approving Resolution requires that, upon installation, these stormwater control measures be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure their continued, optimal performance; and

WHEREAS, pursuant to Condition #7 of the Approving Resolution, a stormwater maintenance and easement agreement is to be provided and filed with the Westchester County Clerk, committing the owner of the Subject Property to the ongoing maintenance of these stormwater control measures and allowing the Town of Lewisboro, its officers

and agents, to access the Subject Property for purposes of inspecting same;

THEREFORE, the owner of the Subject Property, Old Pond Properties, LLC (“Facility Owner”), hereby agrees as follows:

1. This Agreement binds the Facility Owner, its successors and assigns to the maintenance provisions contained in the approved project plans, which are referred to in Schedule A of this Agreement and specified in the Approving Resolution.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures specified in Schedule A and the plans referenced in the Approving Resolution, as necessary, to ensure the optimal performance of such measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following:
 - (i) a subsurface (water-tight) concrete tank (StormCapture) that will provide attenuation of the peak rate of runoff up to the 25-year storm event in accordance with Town of Lewisboro requirements, (ii) a depressed planted area to provide treatment of runoff from a portion of the roof of the new house and the area between the proposed wall on the north side of the driveway from Old Pond Road northward to the proposed coir log, and (iii) a hydrodynamic separator for treating runoff from the new driveway to the new garage attached to the lakeside cottage residence, as well as the runoff following treatment in the depressed planting area.

3. The Facility Owner, its successors and assigns, shall be responsible for all expenses related to the maintenance of the stormwater control measures.
4. The Facility Owner, its successors and assigns, shall provide for the periodic inspection of the stormwater control measures, in accordance with the scheduled intervals set forth in Schedule A, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Administrator of the Planning Board of the Town of Lewisboro, within 30 days of the inspection, a written report of findings, including recommendations for those actions necessary for the viability and continuation of the stormwater control measures.
5. The Facility Owner, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Town of Lewisboro.
6. The Facility Owner shall undertake necessary repairs and replacement of the stormwater control measures, as necessary; in accordance with the recommendations of the inspecting engineer or at the direction of the Town of Lewisboro.

7. This Agreement shall be recorded in the Office of the County Clerk, County of Westchester.
8. If the Town of Lewisboro, at any time, determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans authorized under the Approving Resolution or has failed to undertake corrective action specified by the Town of Lewisboro, its officers, agents, and/or professional consultants, the Town of Lewisboro is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof, including attorneys fees to enforce the terms of this Agreement, as a lien against the Subject Property.
9. The Facility Owner grants an easement, and permits access, to and upon the Subject Property by the Town of Lewisboro, its officers, agents and/or professional consultants, for purposes of inspection, remedial action and/or enforcement of this Agreement, as set forth in paragraph 8 above.

OLD POND PROPERTIES, LLC

TOWN OF LEWISBORO

By: _____
William McArthur, Member

By: _____
Hon. Tony Goncalves, Supervisor

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed it in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed it in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

Notary Public