



**TOWN OF LEWISBORO  
TOWN BOARD WORK SESSION  
AGENDA  
LEWISBORO LIBRARY  
MONDAY, FEBRUARY 11, 2019  
7:30 P.M.**

**PUBLIC COMMENT**

**CONSENT AGENDA**

- **Approval of Minutes of January 21, 2019**
- **Monthly Reports January 2019**
  - **Building Department**
  - **Police Department**

**OLD BUSINESS**

- **Discussion of (a) Homeland Towers Letter Responding to Kellard Session Memo of November 9, 2018; and (b) Remaining Items on the Proposed Cell Tower at 779 Route 35, Cross River**
- **Close Public hearing on Allowing Accessory Wineries as a Special Use and Considering Legislation to Implement this Addition to the Zoning Code**
- **Resolution Approving Employee Assistance Program Renewal Agreement and Authorizing Supervisor to Sign**
- **Discussion of Limitation on Number of Units of Middle Income Housing that Can Be Owned By One Individual**
- **Resolution Approving Town Participation in National Alliance on Mental Illness (NAMI) Annual Ribbon Campaign in May**

**NEW BUSINESS**

- **Discussion of Potential Locales for a “South Salem Theater” – Joseph Niola**
- **Resolution to Extend Deadline for Real Property Tax Payment for Furloughed or Designated Non-Pay Federal Employees**
- **Resolution Approving Bid for Asbestos Removal at Town House**
- **Discussion of Appointment of Up to Two Alternate Members of the ZBA**
- **Updated on Town’s 2019 Finances – Comptroller Leo Masterson**

**APPROVAL OF CLAIMS**

## **POLLING OF THE BOARD**

## **ANNOUNCEMENTS**

- **Town Board Meeting Monday, February 25, 2019 at 7:30 p.m. at the Lewisboro Library, 15 Main Street, South Salem**

## **MOTION TO GO INTO EXECUTIVE SESSION**

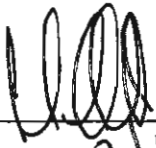
**Town Board Meetings Accessibility:** The Town of Lewisboro is committed to providing equal access to all its facilities, services and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Bouton Road Town Offices are accessible to persons 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 meeting, and we will try to accommodate whenever possible.

# JANUARY MONTHLY REPORT

	Permit	CC/CO	RM	EQ
Bld Permit				
Res Minor Work	\$ 5,370.00	\$ 2,270.00	\$ 62.00	\$ 600.00
Res ADD	4100.00	3900.00	4.00	50.00
Res Acc Str	1610.00	1420.00	4.00	0.00
Res Alt	2790.00	2190.00	12.00	50.00
Res New	29100.00	29000.00	2.00	50.00
Res Renew	5891.50	0.00	0.00	0.00
Comm Alt/Add	2100.00	2000.00	2.00	0.00
Comm Minor	120.00	0.00	2.00	0.00
ZBA	950.00	0.00	6.00	0.00
Other Permits	100.00	0.00	0.00	0.00
220-76C	0.00	0.00	0.00	0.00
Wetlands/EQ	2900.00	900.00	0.00	200.00
Civil Penalty	250.00	0.00	0.00	0.00
Copies	48.00	0.00	0.00	0.00
Misc	0.00	0.00	0.00	0.00
<b>Total</b>	<b>\$ 55,329.50</b>	<b>\$ 41,680.00</b>	<b>\$ 94.00</b>	<b>\$ 950.00</b>

Total Receipts : \$ 98,053.50

Total Deposits:

Bldg Insp:  \_\_\_\_\_  
 Date: 2/1/19

**Total: \$98,053.50**

[illegible]

## JANUARY

[illegible]

\_\_\_\_\_

**From:** Jan Johannessen <jjohannessen@kelses.com>  
**Sent:** Thursday, February 07, 2019 12:15 PM  
**To:** Ray Vergati; Supervisor@lewisborogov.com; Mary Hafter; Janet Donohue (Townclerk@lewisborogov.com)  
**Cc:** 'Robert Gaudio'; am@herodesmole.com; Manny Vicente; Christine Vergati; Danielle Cinguina  
**Subject:** RE: NY143 Cross River- Homeland response letter to Kellard Session memo & 2/11/19 TB appearance re Cell Tower Project 17024

All,

We find the responses provided by Homeland Towers to be acceptable. As a number of our prior comments are technical in nature and will be addressed at time of Building Permit, we will review the final construction plans at that time to ensure compliance.

Please feel free to contact me with any questions.

Regards,

jan

**JAN K. JOHANNESSEN, AICP**  
Principal

## SESSIONS

**From:** Ray Vergati [mailto:rv@homelandtowers.us]  
**Sent:** Wednesday, February 6, 2019 1:40 PM  
**To:** Supervisor@lewisborogov.com; Mary Hafter <Benefits@lewisborogov.com>; Janet Donohue (Townclerk@lewisborogov.com) <Townclerk@lewisborogov.com>  
**Cc:** Jan Johannessen <jjohannessen@kelses.com>; 'Robert Gaudioso' <RGaudioso@snyderlaw.net>; am@herodesmole.com; Manny Vicente <mv@homelandtowers.us>; Christine Vergati <cv@homelandtowers.us>  
**Subject:** NY143 Cross River- Homeland response letter to Kellard Session memo & 2/11/19 TB appearance re Cell Tower Project 17024

Please find attached a letter from Homeland Towers in response to the Kellard Sessions comment memorandum dated November 9, 2018.

We respectfully ask for this matter to be placed on the February 11, 2019 Town Board agenda as Homeland would like to take that opportunity to provide an update to the Town Board and address any remaining items on the proposed cell tower at 779 Route 35, Cross River.

Best,

Ray

**Raymond Vergati**

Regional Manager



Homeland Towers, LLC  
9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury, CT 06810

Cell: (203) 605-9646  
Office: (203) 297-6345  
Email: [rv@homelandtowers.us](mailto:rv@homelandtowers.us)

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February 1, 2019

Supervisor Peter Parsons  
And Members of the Town Board  
Town of Lewisboro  
11 Main Street  
P.O. Box 500  
South Salem, NY 10590

Re: Homeland Towers Project 17024 (NY143 Cross River)  
779 Route 35, Cross River, NY

Dear Supervisor Parsons and Members of the Town Board:

This letter is in response to the Kellard Sessions comment memorandum dated November 9, 2018 for the above referenced site. You will note that Homeland Towers (HT) agrees with all of the planner's comments with the exception of the specific parking in Comment No. 1 as requested by the Lewisboro Ambulance Corp (LVAC). Please find the original comment from Kellard Sessions and Homeland's italicized response below for ease of review.

Comment No.1

As previously discussed, we recommend providing a buffer between the edge of proposed curb and the proposed chain link fence to protect the fence from damage (vehicles, snow plowing, snow storage, etc.). At a minimum, we recommend providing three (3) feet separation between the edge of curb and the proposed fence (north side of compound only).

*HT's Response No. 1:*

*LVAC does not want a (3) foot curb extending out from the compound fence into the parking area to serve as a buffer. Instead, LVAC prefers a few steel pipe protection bollards where the compound faces the existing parking area to mitigate vehicle movements and protect the fence from damage. HT will show these bollards on the final Construction Drawings.*

Comment No.2

As previously requested, a landscaping plan should be provided and should include screening of the fenced compound from NYS Route 35. A few strategically placed large evergreen trees located on the west side of the Cyruss Russell Community House would provide adequate screening of the compound.





**HT's Response No. 2:**

*HT proposes (3) 8'-10' Norwegian Spruces to be planted on the west side of Cyrus Russell Community House which will offer screening of the fenced compound from NYS Route 35.*

**Comment No.3:**

As previously requested, the site plan shall illustrate the existing and proposed parking space configuration. The plan shall illustrate proper dimensions of parking spaces, drive aisles and turnaround areas. Is there any reduction in the number of parking spaces to serve the LVAC? It is assumed that the Town Board will coordinate with the LVAC regarding temporary and permanent reconfigurations of the parking lot.

**HT's Response No. 3:**

*HT and its tenants will use the existing LVAC parking lot on a limited basis, approximately once every 3-4 months. After correspondence with the Town Supervisor and LVAC, the Town does not wish to illustrate parking for this project as no new parking configuration is being proposed. LVAC plans on parking their vehicles in the existing parking area to the north while the site is under construction, this area has ample room for parked vehicles.*

**Comment No.4:**

The color of the tower shall be discussed with and approved by the Town Board; the approved color shall be noted on the construction drawings approved as part of the Building Permit.

**HT's Response No. 4:**

*HT had shown a two-tone colored monopole in the visual analysis report completed by Saratoga Associates and previously submitted to the Town Board and SHPO. HT recommends the same two colors that were used on the existing monopole that HT had constructed behind the Vista Fire House on Smith Ridge Road. HT is proposing at less than (<) 90' AGL to be painted Shadow Beige (Pratt & Lambert #2257) and greater than (>) 90' AGL to be painted White Smoke (Pratt & Lambert #1201). These 2 color swathes will be presented to the Town Board for consideration/approval.*

**Comment No. 5:**

The proposed generator shall be called out on Sheet ZD-4.

**HT's Response No. 5:**

*HT will call out the generator manufacturer, make and model number on the Construction Drawings.*



Comment No. 6:

Prior to the issuance of a Building Permit, the proposed antenna array detail (for Verizon) shall be included. The detail shall specify the location, configuration, type, model, and size of all panel antennas, Remote Radio Heads, mounting brackets, and any other related equipment. This detail shall correspond to any technical specification (already provided) on Sheet ZD-9.

*HT's Response No. 6:*

*HT shall include detailed specs on Verizon's antennas, mounting brackets and other related equipment with the filing a building permit.*

Comment No. 7:

Prior to the issuance of a Building Permit, the generator detail shall specify the generator manufacturer, model and model number of the unit.

*HT's Response No. 7:*

*HT will call out the generator manufacturer, make and model number on Construction Drawings.*

Comment No. 8:

The final determination from the NYS Historic Preservation Office shall be provided.

*HT's Response No. 8:*

*NYS Historic Preservation Office (SHPO) had provided a final determination on this project and has agreed to the Memorandum of Agreement (MOA). The MOA has been signed by SHPO, the Town, Homeland Towers and is currently before the FCC for signature and final approval.*

Comment No. 9:

We defer to the Town Board and the Town Attorney as to whether a performance bond will be required for work being conducted on Town property.

*HT's Response No. 9:*

*If required by the Town Board, HT shall provide a performance bond.*

Comment No. 10:

As previously requested, the applicant shall submit the required Notice of Intent (NOI) and MS4 SWPPP Acceptance Form to this office for review. NYCDEP SWPPP approval and the approved NYCDEP Land Use Permit shall be submitted upon receipt.



*HT's Response No. 10:*

*HT will submit the Notice of Intent (NOI) and MS4 SWPPP Acceptance Form to Kellard Sessions for review. The NYCDEP SWPPP approval and NYCDEP Land Use Permit will be submitted upon receipt.*

*Comment No. 11:*

The plan shall illustrate the locations of the vent and inspection port shown on the infiltration chamber detail. Provisions for emergency overflow should be illustrated and detailed on the plan.

*HT's Response No. 11:*

*The DEP is currently reviewing the site plans and they are expected to respond with any technical comments by February 21, 2019. In conjunction with DEP comments, Construction Drawings will show the location of the vent, inspection port and the infiltration chamber detail along with provisions for emergency overflow.*

*Comment No. 12:*

The depth of the 30' x 30' footing (for the tower) shall be identified on the plans. As the footing is proximate to the property line ( $\pm 5$  feet) the excavation may require sheeting and shoring and may impact the root systems of the adjacent off-site trees (30" and 3611 maples).

*HT's Response No. 12:*

*A set of signed and sealed tower foundation drawings will be submitted to the building department for review prior to issuance of a building permit. HT shall take appropriate measures during construction activities to minimize any impacts to the adjacent off-site trees.*

*Comment No. 13:*

*Sheet ZD-3 illustrates an alternative 12-foot wide driveway; however, the driveway is not included within the limits of disturbance and no erosion and sediment controls are specified. As such, a note shall be provided in proximity to this feature identifying that it is not part of the proposed action and is shown for future use only, if required and approved by the Town of Lewisboro.*

*HT's Response No. 13:*

*A note will be added to Construction Drawings that the alternate 12-foot driveway is shown for future use only and will only be installed in the event access across the existing driveway is not available.*



If you have any questions or require further information, please give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raymond Vergati'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Raymond Vergati  
Homeland Towers

## Mary Hafter

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**From:** Ray Vergati <rv@homelandtowers.us>  
**Sent:** Monday, January 28, 2019 4:50 PM  
**To:** Supervisor@lewisborogov.com; Mary Hafter  
**Cc:** Manny Vicente; 'Robert Gaudioso'; Christine Vergati  
**Subject:** Homeland request to be on 2/11 Town Board agenda  
**Attachments:** Signatures Requested MOA for Homeland Towers NY 143 - Cross River, Lewisb... (242 KB)

Hello Peter.

We respectfully ask that Homeland be placed on the February 11<sup>th</sup> Town Board agenda. We are working on a response letter to the Kellard Sessions memo dated 11/9/18 and would like to use the meeting on the 11<sup>th</sup> to more or less address some final house cleaning items such as color of the pole, landscaping, etc.

Here is an update on some remaining items:

- I spoke last Friday with Cathy Durso with DEP, she plans on getting the driveway permit out to you in the next 2 weeks so be on the lookout for that.
- We conducted a utility consultation walk with NYSEG this morning as we are working on finalizing the design of the utility route.
- We plan on filing for a building permit this week, would like to be in a position to start construction
- Manny already executed Homeland's MOA page- please print off and sign your page as well and send back to Laura Mancuso as soon as possible so she can forward to FCC for final signature. I've attached Laura's email/document for reference.

Best,

Ray

**Raymond Vergati**

Regional Manager



HOMELAND TOWERS

Homeland Towers, LLC  
9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury, CT 06810

Cell: (203) 605-9646  
Office: (203) 297-6345  
Email: [rv@homelandtowers.us](mailto:rv@homelandtowers.us)

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**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL COMMUNICATIONS COMMISSION (FCC),  
THE NEW YORK STATE HISTORIC PRESERVATION OFFICE (SHPO),  
HOMELAND TOWERS, LLC, and THE TOWN OF LEWISBORO, NEW YORK (the  
“Town”) REGARDING  
NY 143 – CROSS RIVER at 779 ROUTE 35, LEWISBORO, WESTCHESTER COUNTY,  
NEW YORK**

**WHEREAS**, Homeland Towers, LLC proposes to construct a 170-foot monopole with a five-foot emergency services antenna on top, making the overall tower height 175 feet above ground level, and associated equipment located within a 2,965-square-foot fenced compound located on property owned by the Town at 779 Route 35, Lewisboro, Westchester County, New York 10518 (41.2615252° N, 73.6123930° W) (“project”) to support communications facilities for FCC licensees for the provision of their licensed service; and

**WHEREAS**, Homeland Towers, LLC is building the tower for licensees of the FCC that intend to use antennas on the tower in connection with the provision of their licensed services; and

**WHEREAS**, the FCC has determined that the project is a federal undertaking subject to review under the National Historic Preservation Act (NHPA), as amended by Pub. L. No. 96-515 (54 U.S.C. § 306108); and

**WHEREAS**, Homeland Towers, LLC, pursuant to delegation from the FCC, initiated review for the project pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), as required by the FCC rules at 47 CFR §§ 1.1307(a)(4), 1.1320; and

**WHEREAS**, Homeland Towers, LLC has consulted with the SHPO pursuant to 36 CFR Part 800, as well as pursuant to the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission* (NPA), 47 CFR Part 1, App. C, and is a signatory to this MOA; and

**WHEREAS**, the Town has participated in the consultation and is a signatory to this agreement; and

**WHEREAS**, the FCC, in consultation with the SHPO, established the Area of Potential Effects (“APE”), consistent with Stipulation VI of the NPA, to include the area of potential ground disturbance and any property that will be physically altered or destroyed by the project, as well as the geographic area in which the project introduces new visual elements; and

**WHEREAS**, the FCC and the SHPO have determined that the proposed project will have an adverse effect on the Cross River Hamlet Historic District, which is eligible for listing on the National Register of Historic Places; and

**WHEREAS**, Homeland Towers, LLC and the Town, consistent with the FCC's requirements for environmental review, have considered and evaluated a number of alternatives for the project and concluded that these options are either unavailable to Homeland Towers, LLC or do not meet the technical requirements necessary to satisfy the coverage needs of the telecommunications systems to be supported by the antennas; and

**WHEREAS**, members of the public were afforded a 30-day period to participate in and comment on this proceeding pursuant to a notice published in *The Record Review* on May 11, 2018, and no objections pertaining to effects on historic properties were received; and

**WHEREAS**, local government officials were notified and afforded an opportunity to participate in and provide comments on this proceeding pursuant to Section V of the NPA; and

**WHEREAS**, Homeland Towers, LLC has made a reasonable and good faith effort to identify and notify Federally-recognized Tribal Nations that might attach religious and cultural significance to historic properties within the APE, including the Delaware Nation, the Cayuga Nation, the Narragansett Indian Tribe, the Tuscarora Nation, the Keweenaw Bay Indian Community, the Bad River Band of Lake Superior Tribe of Chippewa Indians, the Sokaogon Chippewa Community, the Stockbridge-Munsee Band of Mohican Indians, the Eastern Shawnee Tribe of Oklahoma, the Wyandotte Nation, the Shawnee Tribe, the Lac du Flambeau Band of Lake Superior Chippewa Indians, and the Delaware Tribe of Indians of Oklahoma, and none of the notified Tribal Nations have objected to this project; and

**WHEREAS**, in accordance with Stipulation VII.D.2 of the NPA, Homeland Towers, LLC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with the specified and required documentation, and the ACHP has declined to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**NOW, THEREFORE**, the FCC, the SHPO, Homeland Towers, LLC, and the Town agree that the project shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties; and agree that the following measures shall constitute full, complete and adequate mitigation under the NHPA, as amended, the implementing regulations of the ACHP, and the FCC's rules.

## **STIPULATIONS**

The FCC, through coordination with the Town and Homeland Towers, LLC and its assignees, will ensure that the following measures are carried out following the effective date of this MOA pursuant to Stipulation IX.

## **I. MITIGATION OF ADVERSE EFFECT**

### **A. Maintenance and Restoration Fund**

1. Homeland Towers, LLC shall contribute a one-time fee of \$10,000 to the Town.
2. The Town shall use these monies to establish a fund for the continued maintenance and/or ongoing restoration of the Cross River Cemetery and the Cyrus Russell Community Center.
3. The Town shall provide \$6,000 annually for the life of the tower to the fund from the proceeds of the annual rent from the project.

## **II. REPORTING**

Following the execution of this MOA and until it expires or is terminated, Homeland Towers, LLC and the Town shall provide all parties to this MOA an annual summary report. Because the Town will continue to fund the restoration of the Cross River Cemetery and the Cyrus Russell Community Center beyond the duration of this MOA, while Homeland Towers, LLC shall provide all parties with a final report detailing work undertaken pursuant to the MOA's terms at the point of expiration, the SHPO may request that the Town file annual reports beyond such time. Reports may include any scheduling changes proposed, any problems encountered, and any disputes and/or objections received in carrying out the terms of this MOA.

## **III. DISPUTE RESOLUTION**

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA is implemented, the FCC shall consult with such party to resolve the objection. If the FCC determines that such objection cannot be resolved, the FCC will:

- A. Forward all documentation relevant to the dispute, including the FCC's proposed resolution, to the ACHP. The ACHP's policy is to provide the FCC with its advice on the resolution of any objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FCC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The FCC will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the FCC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FCC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. The FCC's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.



## **IX. TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the project, the FCC must either (a) execute an MOA pursuant to 36 CFR Section 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Section 800.7. The FCC shall notify the signatories as to the course of action it will pursue.

Execution of this MOA and implementation of its terms evidence that the FCC has taken into account the effects of this project on historic properties and afforded the ACHP an opportunity to comment. The applicability of this MOA is contingent upon the filing of an EA by Homeland Towers, LLC and, following review of the EA, a Finding of No Significant Impact (FONSI) by the FCC. If the FCC issues a FONSI, this MOA will be effective on the date it is issued by the FCC, and the parties to this agreement will be notified within 15 days of its release.

#### **IV. REMOVAL**

In the event that Homeland Towers, LLC abandons the facilities at this site, Homeland Towers, LLC or its assignees will remove all of its antennas and equipment and restore the project area to the same condition as existed prior to commencement of the project.

#### **V. DURATION**

This MOA will be null and void if the Stipulations are not initiated within a period of three years from the date of its execution, and shall expire five years from its effective date as established in Stipulation IX. Prior to termination of the MOA, the FCC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

#### **VI. POST-REVIEW DISCOVERIES**

In the event that Homeland Towers, LLC or the Town discovers a previously unidentified site within the APE that may be a Historic Property that would be affected by the project, Homeland Towers, LLC shall promptly stop work and notify the FCC, the SHPO/THPO and any potentially affected Indian tribe.

If Homeland Towers, LLC and SHPO/THPO concur that the discovered resource is eligible for listing in the National Register, Homeland Towers, LLC will consult with the SHPO/THPO, and Indian tribes as appropriate, to evaluate measures that will avoid, minimize, or mitigate adverse effects. Upon agreement regarding such measures, Homeland Towers, LLC shall implement them and notify the FCC of its action.

If Homeland Towers, LLC and SHPO/THPO cannot reach agreement regarding the eligibility of a post-review discovery, the matter will be referred to the FCC for review. Homeland Towers, LLC and the SHPO/THPO cannot reach agreement on measures to avoid, minimize, or mitigate adverse effects, the matter shall be referred to the FCC for appropriate action.

If Homeland Towers, LLC discovers any human or burial remains during implementation of the project, Homeland Towers, LLC shall cease work immediately, notify the SHPO/THPO and FCC, and adhere to applicable State and Federal laws regarding the treatment of human or burial remains.

#### **VII. AMENDMENTS**

This MOA may be amended prior to its expiration when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

#### **VIII. OTHER REQUIREMENTS**

Homeland Towers, LLC will file with the FCC an application and Environmental Assessment (EA) within thirty (30) days of the date this MOA is executed.

SIGNATORIES:

**Federal Communications Commission**

---

Paul D'Ari,	Date
Senior Legal Counsel, Competition and Infrastructure Policy Division	
Wireless Telecommunications Bureau	

**New York State Historic Preservation Office**

---

Daniel Mackay, Deputy Commissioner

Date

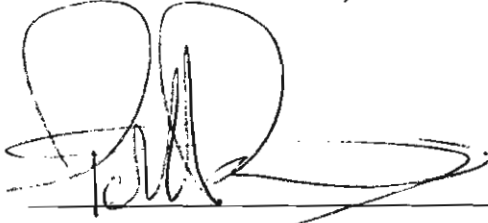
**Homeland Towers, LLC**

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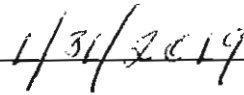
Manuel Vicente, President

Date

**The Town of Lewisboro, New York**

A handwritten signature in black ink, appearing to be 'P. Parsons', written over a horizontal line.

Peter Parsons, Town Supervisor

A handwritten date '1/31/2019' in black ink, written over a horizontal line.

Date

TOWN OF LEWISBORO

LOCAL LAW NUMBER 13-2018 OF THE TOWN OF LEWISBORO

AMENDMENT TO CHAPTER 220, SECTIONS 220-2, 220-23, 220-32 and 220-43.6 OF THE  
LEWISBORO TOWN CODE

BE IT ENACTED by the Town Board of the Town of Lewisboro, Westchester  
County, New York, as follows:

**Section 1.** Chapter 220, Section 220-2, entitled “Definitions and word usage” is  
hereby amended to add the definition of “Accessory Winery,” to read as follows:

ACCESSORY CRAFT DISTILLERY - A manufacturing facility or establishment engaged in  
the manufacturing of specialty or craft spirits in limited quantities, with an emphasis on quality,  
flavor and technique and which may include an area for tasting and for the sale of spirits and  
related items and accessories.

ACCESSORY MICROBREWERY - A manufacturing facility or establishment engaged in the  
manufacturing of specialty or craft beer in limited quantities, with an emphasis on quality, flavor  
and brewing technique and which may include an area for beer tasting and for the sale of beer,  
and beer related items and accessories.

ACCESSORY WINERY – A manufacturing facility or establishment engaged in the processing  
of grapes to produce wine and cider and which may include an area for wine tasting and for the  
sale of wine and cider, and wine and cider related items and accessories.

**Section 2.** Chapter 220, Section 220-23(A)(20), entitled “Schedule of regulations  
for residential districts,” is hereby enacted to read as follows:

**§ 220-23. Schedule of regulations for residential districts.**

A. Permitted principal uses in R-4A, R-2A, R-1A, R-1/2A and R-1/4A Districts are as follows:

(20) \*Accessory winery, accessory microbrewery and accessory craft distillery.

**Section 3.** Chapter 220, Section 220-32(B)(2)(h), entitled “Special permit uses,” is hereby amended to read as follows:

**§ 220-32. Special permit uses.**

B. Approving agency. Application for special permit uses shall be reviewed and acted upon by the Planning Board with the following exceptions:

(2) The Board of Appeals is hereby designated and authorized to review and take action on applications for the following special uses:

(h) Accessory winery, accessory microbrewery and accessory craft distillery.

**Section 4.** Chapter 220, Section 220-43.6, entitled “Accessory winery, accessory microbrewery and accessory craft distillery” is hereby enacted to read as follows:

**§ 220-43.6. Accessory winery, accessory microbrewery and accessory craft distillery.**

A. Purpose. The purpose and intent of this section is to permit and encourage the expansion of local agribusiness so as to enhance opportunities for local farming operations, stimulate interest in the Town and thereby foster tourism, invite further creative investment by existing agribusinesses, and assist and enable the entrepreneurial development of farming and agricultural endeavors. In furtherance of these purposes, specific conditions are set forth herein for accessory wineries.

B. Accessory wineries, as defined in this chapter, shall be special uses as follows:

(1) An accessory winery, accessory microbrewery and accessory craft distillery shall



be located on the premises of and accessory to an existing farm operation as defined in Section 301(11) of the New York State Agriculture and Markets Law and shall be located in an existing Westchester County adopted, New York State certified agricultural district pursuant to Section 304 of the New York State Agriculture and Markets Law.

- (2) An accessory use shall be and remain licensed as a “Farm Winery,” “Farm Cidery,” “Farm Brewery” or “Farm Distillery” by the New York State Liquor Authority.
- (3) All wine, cider, beer or spirits offered for sale must be produced and processed at the accessory winery, accessory microbrewery or accessory craft distillery from grapes, other fruit, grains and hops, as applicable, of which at least 80% are grown in New York State.
- (4) The accessory use may have a retail gift shop on the premises which may sell items accessory to wine, cider, beer or spirits, as applicable to the use, such as corkscrews, wine glasses, decanters, glasses, items for the storage and display of wine, cider, beer or spirits, books on winemaking, brewing or distillation and the region and non-specific items bearing the logo or insignia of the winery, brewery or distillery.
- (5) The accessory use may prepare and serve snacks and food for consumption on the premises, primarily intended to accompany tastings, but shall not serve full meals. Any food preparation or service shall be in compliance with all applicable regulations, including as required by the Westchester County Department of Health.
- (6) The accessory use shall be located on a state road only.
- (7) There shall be no fewer than ten (10) off-street parking spaces in addition to those required by this chapter for the farm or business to which the accessory use is attached.

- (8) The special use permit shall be granted for a period of five (5) years and may be renewed for additional five (5) year periods. An application for, and a renewal of, the special use permit shall be made to the Building Department on a form provided by the Building Department for such purpose, and by payment of a fee in an amount set forth in a fee schedule as adopted and amended from time to time by resolution of the Town Board. The application shall be accompanied by evidence in form and substance reasonably satisfactory to the Building Department of the accessory use's New York State Liquor Authority license and its designation as a Farm Operation pursuant to the New York Agriculture and Markets Law. The Building Inspector shall thereafter inspect the premises and refer the application or renewal to the Board of Appeals if the premises are in compliance with the provisions of this chapter, the New York State Building Code and the provisions of the original special use permit.
- (9) If and to the extent that site plan approval is required to increase parking areas, to enlarge or materially modify subsurface sewage disposal areas pursuant to a specific directive by the Westchester County Department of Health issued to the applicant, if any, or otherwise materially alter the physical site conditions to comply with a specific directive of a competent agency having authority, the Planning Board shall require the submission of an abbreviated site plan, which shall be processed concurrently with the application for a special use permit. In all other situations, site plan approval by the Planning Board shall not be required.
- (10) In addition to the special standards described above, such accessory use shall comply with all other requirements of this chapter.

**Section 5.** If any provision of this Local Law is declared illegal, unconstitutional or unenforceable by a court of competent jurisdiction, the remainder of this Local Law shall be declared to have been separately adopted and shall remain in full force and effect.

**Section 6.** This local law shall take effect immediately upon filing in the Office of the Secretary of State of the State of New York.

Dated:

BY THE ORDER OF THE TOWN BOARD OF  
THE TOWN OF LEWISBORO

JANET L. DONOHUE, TOWN CLERK



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | RENEWAL AGREEMENT

Town of Lewisboro, NY agrees to contract with ESI Employee Assistance Group for the period of January 1, 2019 through December 31, 2019.

### I. Productivity Solutions

*With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs.*

- ✓ **Unlimited Telephonic Counseling:** Members/Employees speak directly with our professional staff counselors 24-hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- ✓ **Face-to-face Counseling Sessions per Issue: Up to 3**  
All employees and their immediate family members are eligible for telephonic counseling and short-term, in-person counseling.
- ✓ **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- ✓ **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and geography.
- ✓ **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

**More Benefits, Better Results than any other EAP. | 800.535.4841**



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## II. Engagement Solutions - Peak Performance Benefits

*ESI is the only EAP to offer Peak Performance Benefits -- an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.*

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses - Over 50 Personal Development courses to help employees balance their work and personal life - The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

## III. EAP Administration - Orientation and Engagement

*An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.*

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app

***More Benefits, Better Results than any other EAP. | 800.535.4841***



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos and onsite group meetings.

#### **IV. Manager, Supervisor and Human Resources Services**

*ESI offers an entire menu of management focused employee assistance services to help deal with important compliance and liability issues.*

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

## VI. Optional Services

- **Peak Performance Plus - Knowledge Center and Consultant: No**  
Peak Performance Plus is an *optional benefit* designed to meet the needs of organizations focused on improving employee learning, professional development and engagement. It is an online personal and management development knowledge center *powered by Skillsoft*, the world's leading provider of online personal and professional training in the U.S. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored curriculum to meet your organization's needs.
- **Wellness Coaching: No**  
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## VII. Fees and Payment

- A. The total number of employees covered under this Agreement is 60.
- B. Employer agrees to pay ESI the sum of **\$2,500.00** for **1/1/19-12/31/19**.
- C. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of 1 to 60. Contract rate will be modified if census moves outside of this range.
- F. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

\*No other services are expressed or implied under the terms and conditions of this agreement.

ESI Group

Diane Dunbar, President &  
Chief Operating Officer

Date

1/4/19

Town of Lewisboro, NY

Authorized Signature

Date



# Invoice



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

Invoice No.: 35627

Invoice Date: Jan 4, 2019

Contract Period: 1/1/19-12/31/19

Phone: 585-593-9870

Fax: 585-593-5719

Due Date: Feb 3, 2019

Customer ID#: 2952

## Sold To:

Town of Lewisboro, NY  
PO Box 500  
11 Main Street  
South Salem, NY 10590  
Attention: Mary Hafter

## Employee Assistance Program

Description	Total Price
EAP Services from 1/1/19-12/31/19	2,500.00

Late Fee: 1.5% (18% annually) on unpaid invoices after 30 days.

Make checks payable and send to:  
ESI  
55 Chamberlain St.  
Wellsville, NY 14895

**TOTAL INVOICE**

**2,500.00**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Employee Services, Inc.**

2 Business name/disregarded entity name, if different from above  
**dba ESI Group**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**55 Chamberlain Street**

6 City, state, and ZIP code  
**Wellsville, NY 14895**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

2	2	-	2	7	6	2	6	8	6
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*James M. Easley*

Date ►

*8-30-2018*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## Mary Hafter

---

**From:** Deborah Scogna <deborahs@namiwestchester.org>  
**Sent:** Tuesday, February 05, 2019 11:07 AM  
**To:** benefits@lewisborogov.com  
**Cc:** Patrice Wiley  
**Subject:** Annual Ribbon Campaign

Last year the Town of Lewisboro participated in our Ribbon Campaign for the month of May, which is Mental Health Awareness Month and we hope you will do the same this year.

The ribbons will be placed in designated areas as indicated by the Town. We ask that you provide us with written approval that indicates exactly where the ribbons can be placed. The ribbons go up on May 1<sup>st</sup> and are removed by May 31<sup>st</sup>.

I look forward to hearing from you.

Thank you.

Deborah A. Scogna  
Program Administrative Assistant  
NAMI Westchester, Inc.  
100 Clearbrook Road  
Elmsford, New York 10523  
Phone #: 914-592-5458  
Fax #: 212-849-0990  
[www.namiwestchester.org](http://www.namiwestchester.org)

**NAMI Westchester**  
not just a word, it's a way of life

## Members of the Lewisboro Town Board:

In December 2014, with a rudimentary stage, lighting, and sound system in place in the basement of St. Johns Church, South Salem, The Spring Street Arts Center launched its inaugural show, "It's a Wonderful Life: The Radio Play," in collaboration with Putnam Valley's Apple Tree Productions. This single matinee performance introduced us to the South Salem community and to Westchester and Putnam counties.

In May 2015, Spring Street mounted its first major production, "7 Up," a selection of seven comedies, which sold out the performance space for four fun-filled nights. In September 2015, in collaboration with the Saugerties, NY's Blue Horse Repertory Company, "Tennessee Williams Straight Up With A Twist of Durang," further increased our presence by bringing a professional production to the venue.

With donations of lumber from Ridgefield Supply and Ring's End Lumber of Lewisboro, the performance space was enhanced with stage sections and risers, improving audience comfort and visibility. Much of this material is currently being stored in the rear barn of Onatru Farm in South Salem, thanks to the generosity of Lewisboro's Parks and Recreation Department.

In 2016, our offerings became more ambitious and more professional. In April, in collaboration with Bedford's Infinity Repertory Company, we produced "Godspell," our first musical. "Short Plays, Big Punch" followed in May, and in October came "Little Creek," an original play written by Gayle Hudson (formerly of South Salem) and again with Infinity, "Peter and The Star Catcher" in November.

Ongoing collaborations with Infinity Rep in 2017 produced "The 25th Annual Putnam County Spelling Bee," enhancing our artistic reputation and generating further interest in our efforts to bring performing arts to the area. April brought a series of one-act plays entitled "Love Struck!" and in May, two family shows, "Little Red and the Wolf" and "Jungle Book."

In August, SSAC, in conjunction with Alex McFarlane of the Silvermine Arts Center, produced its first visual arts presentation, an art show, titled "Artists and Writers", which was well attended and financially successful.

November, SSAC presented its first cabaret evening, entitled "A Little Light Music" featuring Susan King and Steven Wright. Later that month in what many agreed was the "highlight event of the year," SSAC presented "The Last Flapper" directed by Robert D'Amato, with Tina D'Amato in the title role.

In December 2017, SSAC participated in the Lewisboro Department of Recreation's "First Day" celebrations, presenting an hour of outstanding musical entertainment from guest performers Dan Gunnip of "Sister Sun" and the fabulous Julie (a/k/a "Nelson") Maimon.

In 2018, Spring Street Arts changed its name to South Salem Theater as it continued to build its reputation for quality theater productions in the town of Lewisboro and greater Westchester County.

In May 2018, South Salem Theater produced a critically acclaimed production of the Pulitzer Prize-winning drama "Disgraced" by Ayad Akhtar. The show sold out every night and included two lively post-show audience-participation discussion sessions on religion, race, prejudice, identity, and political issues that continue to stimulate discussion today.

The future goals of South Salem Theater in the town of Lewisboro can be detailed as follows:

1. To develop a town-wide presence by developing relationships with a variety of cultural and artistically related community organizations.
2. To continue building our audience not only from South Salem, but countywide, enhancing Lewisboro's reputation as a culturally diverse and artistically vibrant community.
3. To contribute financially toward the renovation of a theater space allocated through fund raising efforts, theater productions, and potentially, other financial incentives to the town of Lewisboro.

In order to facilitate our goals, South Salem Theater is requesting town board approval for the following:

1. The use of a town space that could seat up to 50 people in order to create an intimate venue, suitable for theater productions and other cultural events, and facilitated by a lease negotiated with the town in exchange for improvements to be made by South Salem Theater.
2. Continued free access to the small area in the rear barn at Onatru Farm (where stage materials are currently stored) to facilitate modifications needed to renovate a theater space and to allow South Salem Theater to plan a theater program for 2019.

We ask that the board give serious consideration to our requests. We look forward to bringing the excitement and enjoyment of live theater and the diversity of other cultural events to our town of Lewisboro.

Joseph Niola, President  
Patricia A. Halbert, Vice President  
for South Salem Theater

TOWN OF LEWISBORO

County of Westchester, State of New York

RESOLUTION \_\_\_\_\_

RESOLUTION TO EXTEND DEADLINE FOR REAL PROPERTY TAX PAYMENT FOR  
FURLOUGHED OR DESIGNATED NON-PAY FEDERAL EMPLOYEES

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

DATE OF CONSIDERATION/ADOPTION: \_\_\_\_\_

WHEREAS, the New York State Legislature has passed and the Governor has signed into law Section 925-e of the New York State Real Property Tax Law, as added by a chapter of the laws of 2019, amending the real property tax law relating to providing a temporary extension for payment of real property taxes owned by a person who has been either a furloughed or designated non-pay federal employee due to a period of a lapse in discretionary appropriations by the federal government, or by the spouse or domestic partner of such person; and

WHEREAS, the aforementioned law provides that any deadline with respect to the payment of such real property tax shall be extended for a period of ninety days after the end of such lapse in discretionary appropriations by the federal government if the municipal corporation that employees the collecting officer has passed a local resolution authorizing such extensions, and

WHEREAS, the Lewisboro Town Board has reviewed the aforementioned law enacted by New York State, and finds that it would be in the best interest of the tax payers of the Town of Lewisboro to authorize the extension of the payment of the real property tax for either a

furloughed or designated non-pay federal employee due to a period of a lapse in discretionary appropriations by the federal government, or by the spouse or domestic partner of such person; and

WHEREAS, in accordance with Article 8 of the Environmental Conservation Law (the State Environmental Quality Review Act) and 6 NYCRR Part 617 of the implementing regulations the action under consideration constitutes a TYPE II action and therefore requires no further review under 6 NYCRR Part 617, and

WHEREAS, the Town Board finds that the proposed resolution will promote the general welfare of the public of the Town of Lewisboro;

NOW THEREFORE BE IT RESOLVED that, in accordance with Section 925-e of the New York State Real Property Tax Law, with respect to the payment of real property tax for properties owned by a person who has been either a furloughed or designated non-pay federal employee due to a period of a lapse in discretionary appropriations by the federal government, or by the spouse or domestic partner of such person, the Lewisboro Town Board hereby authorizes that the deadline with respect to the payment of such real property tax shall be extended for a period of ninety days after the end of such lapse in discretionary appropriations by the federal government; and

BE IT FURTHER RESOLVED, that documentation shall be required by a person requesting an extension demonstrating that they have been furloughed or designated non-pay as a result of a period of lapse in discretionary appropriations by the federal government, and such documentation shall be submitted to the collecting officer no later than the thirtieth day following the last day for paying such taxes without incurring interest or penalty; and

BE IT FURTHER RESOLVED, that in accordance with Section 925-e(1)(c) of

the New York State Real Property Tax Law, the extension of the deadline to pay the taxes as set forth herein shall apply to all taxes that are payable to the collecting officer without interest or penalty from the date on which such lapse in discretionary appropriations by the federal government began until the date on which such lapse shall end, including installment payments that are due during that period; and

BE IT FURTHER RESOLVED, that the Receiver of Taxes of the Town of Lewisboro, as the collecting officer, is hereby authorized to act in accordance with this resolution.

VOTE: RESOLUTION CARRIED BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_

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

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Lewisboro at a meeting of said Board on \_\_\_\_\_, 2019.

DATED: \_\_\_\_\_, 2019

\_\_\_\_\_  
JANET L. DONOHUE, Town Clerk



## Mary Hafter

---

**From:** Janet Donahue <Townclerk@lewisborogov.com>  
**Sent:** Monday, January 28, 2019 3:13 PM  
**To:** 'Leo Masterson'; 'Joel Smith'; 'Anthony Mole'; 'Jennifer Herodes'; 'Dan Welsh'; Dan Welsh; Jane Crimmins; 'John Pappalardo'; Peter Parsons; 'Peter Parsons'; Tony Goncalves  
**Cc:** 'Mary Hafter'; Jennifer Caviola  
**Subject:** HVAC and Asbestos Abatement Bids  
**Attachments:** Asbestos HVAC Spreadsheet 1 25 19.pdf; Asbestos Abatement Bids Received (7) 1 25 19.pdf; HVAC at TH Bids received (2) 1 25 19.pdf

Hi all,

Joel asked me to send the attached information out to you re the bids that were received for the HVAC for the Townhouse (a total of 2 bids were received) and asbestos abatement for the Townhouse basement (a total of 7 bids were received).

Joel would like to go with the lowest bids providing everything seems complete and in order. His recommendations would be as follows:

Asbestos Abatement – Suburban Restoration @ \$31,880.00

HVAC – A. Borelli @ \$48,250.00

Please add this to the February 11 meeting agenda so that a formal decision can be made.

Thank you,  
Janet

*Janet L. Donohue, RMC  
Town Clerk – Town of Lewisboro  
P.O. Box 500/11 Main Street  
79 Bouton Road from 11/20 – 5/30/19  
South Salem, New York 10590  
Phone 914-763-3511  
Fax 914-763-3678  
[www.lewisborogov.com](http://www.lewisborogov.com)  
[townclerk@lewisborogov.com](mailto:townclerk@lewisborogov.com)*

HVAC Bid Opening 1/25/19 @ 11:01

A. Borrelli	\$48,250.00
Vanco Sheet Metal	65,000.00

Asbestos

A-Tech	\$47,400.00
Ny Env Systems Inc.	60,000.00
NISC Abatement Svs Inc.	48,087.00
Ictonic	57,450.00
GTM Contracting	49,800.00
United Safety LLC	42,575.00
Suburban Restoration	31,880.00



General Contractor

## PROPOSAL

Date: 1/23/2019

TO: TOWN OF LEWISBORO

Phone # 914-763-3511

THE TOWN BOARD TOWN OF LEWISBORO

11 Main Street,

Job Location Town House

South Salem, NY 10590

11 Main Street, South Salem, NY

A-Tech Group will furnish all materials and perform all labor necessary to complete the following:

Asbestos Abatement for the basement of the Town House,

a) Lagging (TSI) On Heating Pipes Above Basement Ceiling	132 LF
b) Mud Type Material On Heating Pipe Fittings & Joints	Part of Lagging Quantity
c) Plaster Type Ceiling Materials Over Wire Lath Basement	1,500 SF
d) Debris Found On Top Of The Plaster Type Ceiling	Unknown

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of Forty Seven Thousand Four Hundred Dollars Dollars (\$47,400.00 )

Progress payments to be made: abatement work completion

The A-Tech Group will finish and provide all labor, equipment, materials, tools and supervision to perform the following as identified in the Summary.

All work will be done accordingly with - OSHA Safety standards, Safety Labor Law and contractor will assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations and codes pertaining to work practices, worker protection, and control of the site and adjacent areas.

Respectfully Submitted

Goran Lazarevic, President

**A Borrelli**  
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 A+ RATINGS WITH THE BETTER BUSINESS BUREAU  
 147 Wheeler Avenue • Pleasantville, NY 10570

147 Wheeler Ave  
 Pleasantville, NY 10570  
 phone: 914-495-3030 fax 914-495-3025  
 www.aborrelli.com

Estimate 14289575  
 Job 11202818  
 Estimate Date 1/23/2019  
 Completed Date  
 Technicians AB  
 ROBERT  
 Customer PO  
 Job Address  
 TOWN OF LEWISBORO  
 11 Main Street  
 South Salem, NY 10590 USA

**Billing Address**  
 TOWN OF LEWISBORO  
 PO BOX 500  
 SOUTH SALEM, NY 10590 USA

#### Estimate Details

#### TOWN OF LEWISBORO TOWN HOUSE

Task #	Description	Quantity	Your Price	Your Total
1	<p>INSTALLATION OF TWO NEW HEATING AND COOLING SYSTEMS BOTH WITH FRESH AIR INTAKES</p> <p>INCLUDES</p> <p>TWO NEW INDOOR ADP HYDRO AIR HANDLERS</p> <p>TWO NEW INDOOR APRIL AIRE ENERGY RECOVERY VENTILATORS ONE FOR EACH SYSTEM</p> <p>TWO NEW LENNOX 13 SEER CONDENSING UNITS</p> <p>ALL DUCT WORK NEEDED, PLENUMS AND MAIN TRUNK LINES WILL BE HARD DUCT. BRANCHES WILL BE FLEX TYPE OR HARD DUCT. ALL DUCT WORK WILL BE INSULATED</p> <p>RUN NEW INSULATED LINE SETS</p> <p>BOTH INDOOR AIR HANDLERS WILL HAVE SAFETY PANS WITH AUTO SHUT OFF SWITCHES</p> <p>HOT WATER HEATING LINES SUPPLY AND RETURNS TO BE RUN BY OWNERS</p> <p>EXCLUSIONS: Clearing of Work Area, Wiring, Roofing, Boxing, Patching, Painting, Sheet Rock, Carpentry &amp; Landscaping, Plans or Sketches, Filing, Filing Fees, Permits &amp; Inspections if any</p> <p>ALL PARTS AND LABOR HAS A 1 YEAR WARRANTY FROM A. BORRELLI MECHANICAL</p> <p>Thank you for giving A. Borrelli Mechanical the opportunity to quote this work. If you have any questions regarding this proposal, please do not hesitate to contact our office. We look forward to the possibility of working together on this project.</p>	1.00	\$48,250.00	\$48,250.00

**1/2 Due at Signing      Balance Due Upon Substantial Completion**

**Sub-Total** \$48,250.00  
**Tax** \$0.00  
**Total** \$48,250.00

#### CONTRACT TERMS & GUARANTEE

All material is guaranteed to be as specified. All work to be completed in a professional manner. If designed by A. Borrelli, the heating/cooling plant or system will meet the design temperature at your thermostat for your county, state, or city. ANY ALTERNATION OR DEVIATION FROM ABOVE SPECIFICATIONS & PARTS INVOLVING EXTRA COSTS FOUND DURING OR AFTER INSTALLATION OF ANY PLUMBING OR HVAC WORK MAY BECOME AN EXTRA CHARGE OVER THE ABOVE THE ESTIMATE. These may include extra Con Edison code requirements (not included above), asbestos abatement, fresh air ducts, fire rated sheet-rock & doors, chimney cleaning/inspection or lining, insulation on piping (not included above) etc. A. Borrelli is not responsible for PRE-EXISTING faulty piping, air, or steam valves, steam traps, water or steam leaks, incorrectly sized or dirty ducts, bad or plugged oil lines, drain lines or dirty oil tanks, poor chimney draft, or electrical wiring, etc. Which may hinder the proper performance of the equipment being installed. ALSO NOT COVERED are service calls caused by clogged or dirty oil nozzles, filters, or lines, surging of steam boilers caused by dirty steam system. All workmen will have workmans compensation and public liability insurance. A. BORRELLI is not responsible for damages on any roof or any damage cause by damaged roof due to normal working activity or when piping, wiring or hvac units are integrated with roof. A. BORRELLI is not responsible for any electrical or water damage to any type of electrical equipment and or any type of computer equipment. That may or may not be in an area where water spillage may occur or that may or may not be connected to an electrical source in that area, re: water pipes, waste pipes, hvac units, boilers, circuit breakers, outlets, etc.  
 DOES NOT INCLUDE ANY PERMIT COSTS, FILING FEES, DRAWINGS if needed. (unless stated above)

ANY ADDITIONAL WORK TO THE ABOVE PROPOSAL DUE TO LOCAL MUNICIPAL CODES, NOT COVERED ABOVE, MAY BE AN ADDITIONAL CHARGE.

THIS PROPOSAL MAY BE WITHDRAWN BY A. BORRELLI IF NOT ACCEPTED WITHIN 15 DAYS AND UPON MANAGERS APPROVAL. Purchaser agrees to pay all costs of collection, including attorney's fees.

THIS CONTRACT AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ANY ORAL REPRESENTATION BY A. BORRELLI MECHANICAL OR ITS AGENTS SHALL NOT BE BINDING UNLESS REDUCED TO WRITING AND EXECUTED BY BOTH PARTIES TO THIS AGREEMENT. I HAVE READ THE ABOVE AND I AM IN FULL AGREEMENT WITH THE TERMS AS OUTLINED.

ALL BALANCES ARE TO BE PAID AT TIME OF COMPLETION UNLESS STATED ABOVE. ABOVE TOTAL PRICE IS BASED ON (PAYMENT AT COMPLETION OR TIME STARTED AND INCLUDES A 10% DISCOUNT). IF NOT PAID AT COMPLETION A 10% MARKUP AND LATE FEES MAY APPLY.

REMAINING BALANCES MUST BE PAID AT TIME OF START UP, OR OPERATION ON ALL INSTALLATIONS AND REPAIRS UNLESS STATED ABOVE.

THERE WILL BE NO WARRANTY OR SERVICE ON WORK WITH OPEN BALANCES.

A. Borrelli does not guarantee any tax credits or rebates from any government, utility company or manufacturer.

I authorize & accept above Contract Terms and Conditions:

Signature: \_\_\_\_\_

\$48,250.00