

**TOWN OF LEWISBORO  
TOWN BOARD WORK SESSION  
AGENDA  
JUNE 2, 2014  
TOWN HOUSE  
7:30 P.M.**

**PUBLIC COMMENT**

**CONSENT AGENDA**

- **Approval of Minutes for May 19, 2014**

**NEW BUSINESS**

- **Annual Financial Update Document – Comptroller Leo Masterson**
- **CDBG**
- **Discussion of Dog Leash Law**
- **Composting Toilet Bid – Parks & Recreation Superintendent Dana Mayclim**
- **Maple Syrup Tapping at Brownell - Parks & Recreation Superintendent Dana Mayclim**
- **Resolution to Borrow Funds for Roads, Cornwall Court Culvert, and Basketball Courts - Parks & Recreation Superintendent Dana Mayclim**

**OLD BUSINESS**

- **Wild Oaks Sewer Insurance – Comptroller Leo Masterson**
- **Middle Income Housing**
- **License Agreement for Black Mansion**

**APPROVAL OF CLAIMS**

**POLLING OF THE BOARD**

**ANNOUNCEMENTS**

- **Town Board Meeting June 16 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. Cyrus Russell Community House, Onatru Farmhouse, and the Town Offices at Orchard Square 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.**

Westchester  
gov.com

Greenburgh Town Hall  
5/28 10:00 AM

Robert P. Astorino  
County Executive

Kevin J. Plunkett  
Deputy County Executive

May 9, 2014

VIA Email

Hon. Peter Parsons, Supervisor  
Town of Lewisboro  
11 Main Street  
South Salem, New York 10590

Re: *Westchester Urban County Consortium Participation*

Dear Supervisor Parsons,

Paragraph 12 of the Westchester Urban County Consortium Cooperation Agreements that were executed in 2005 and were renewed in 2008 and 2011 states:

This Agreement will be automatically renewed for participation in successive three year qualification periods, **unless the County or the Municipality provides written notice that it elects not to participate in a new qualification period.** (*emphasis added*)

Please be advised that the County Executive has determined that the County should forego participating in a new qualification period. The existing agreements will keep the Consortium in effect until April 30, 2015. After this date, your municipality will be eligible to apply to New York State for participation in the Small Cities CDBG program.

Very truly yours,



Kevin J. Plunkett  
Deputy County Executive

cc: Hon. Robert Astorino, County Executive  
George Oros, Chief of Staff  
Edward Buroughs, Commissioner of Planning



# Tapping into Your Maple Resources



## Partnering with Madava and Crown Maple

Our skilled, knowledgeable and sustainably-driven team can help guide you through any questions you may have about tapping your maples.

## Learn More About Us

Madava Farms is the home of Crown Maple. Our farm is also home to the most advanced maple syrup production facility in the country. Our 'sugarhouse' is the place where the pristine sap collected from our sustainably managed maple groves meets the latest in green, organic production techniques to produce a distinct, pure maple syrup with superior flavor and exceptional quality.

## What's Next?

Contact us to make an appointment for our Forester to visit your property and assess the potential for tapping. If the assessment is favorable we will meet with you to discuss details and next steps.

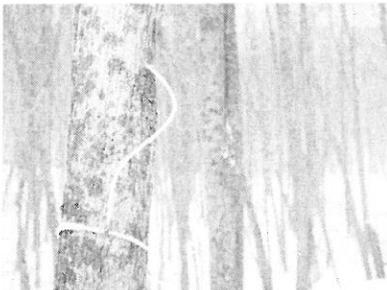


Photo taken at Madava Farms

## Frequently Asked Questions about Tapping Maple Trees

### *Will Tapping Hurt or Kill My Trees?*

Maple trees have evolved sophisticated defense mechanisms to cope with environmental impacts such as storm damage and the activities of insects and woodpeckers. The same mechanisms protect the trees when maples are tapped. The amount of sap harvested is a small percentage of the sap the tree produces, and tapping does not impact the tree's health. As long as recognized tapping guidelines are adhered to, maple trees can grow and thrive year after year producing a sustainable supply of sap while simultaneously providing other benefits derived from permanent forest cover.

### *Will tapping my trees lead to reduced property taxes?*

In New York State, if a property of seven acres or more has been tapped for at least two years, the landowner may apply for an Ag (agricultural) Assessment which may result in significantly lower property taxes. In many cases the tax savings can be even greater than the income from leasing. For more information, see: [http://www.tax.ny.gov/research/property/assess/valuation/ag\\_overview.htm](http://www.tax.ny.gov/research/property/assess/valuation/ag_overview.htm)

### *Will tapping affect the aesthetics, wildlife or access to woodlands on my property?*

While tapping is done during the winter, the collection infrastructure stays in place all year. Properly designed tubing systems can be installed in ways that keep roads and trails open. Wildlife is not affected by the tubing. In fact, corridors created by the installation and maintenance of tubing systems can be beneficial to the expansion of wildlife habitats. Modern tubing systems can be designed to blend in with the surrounding landscape and maintain or enhance aesthetic qualities of your forest.

### *Will tapping effect the commercial value of timber on my property?*

Although tapping may reduce the commercial value of the bottom 6-8 ft. of the trunk, it also presents unique opportunities to create valuable lumber that can be sold in niche markets once the trees have passed their usual life for syrup production. Taphole maple lumber is increasingly popular due to the interesting patterns brought about by previous tapping and the novel story associated with it. The ultimate value of a tapped maple log depends on the ability of the landowner to connect with these niche markets.

### *What income can I expect from leasing my property for tapping?*

Leases are generally arranged on a per tap basis. Potential income for a landowner depends on the density of maples per acre and other factors. Please contact us for a personalized assessment.

## 2014 ROAD PROJECTS

1. Kitchawan Road – Mill River Road	
a. Overlay (12.5m Super Pave)	\$102,996
b. Mill River Road – Grandview	40,000
2. Conant Valley Road	
a. Overlay (12.5 Super Pave)	77,249
3. Avery Road	
a. Micro surface + Fiber mat	32,245
b. Crack seal	2,000
4. Buternut Lane	
a. Micro surface + Fiber mat	32,248
b. Crack seal	2,000
5. Cross Pond Road	
a. Cold in place	89,497
b. Chip seal	55,000
6. Todd Road	
a. Crack seal	8,400
7. Laurel Road	
a. From Lockwood to 4 Laurel	50,000
<b>TOTAL</b>	<b><u>\$491,635</u></b>

### Source of Funds

2014 Highway Paving Budget	\$100,000
2014 CHIPs	167,225
Laurel Road Grant	50,000
Balance to be funded by borrowing	<u>174,410</u>
<b>TOTAL</b>	<b><u>\$491,635</u></b>



Selective Insurance Company of New York  
 Lockbox 2747 PO Box 8500  
 Philadelphia, PA 19178-2747

Date	Type	Tracking Number	EffectiveDate	Expiration Date	Waiting Period
05/19/2014	New	0001617637	06/18/2014	06/18/2015	Standard 30 Day Wait

PropertyAddress	Insured Name(s)	Mailing Address and Phone	Agency Name, Address, and Phone
60 NASH RD GOLDENS BRIDGE, NY 10526	TOWN OF LEWISBORO	60 NASH RD GOLDENS BRIDGE, NY 10526	SPAIN AGENCY INC 625 ROUTE 6 MAHOPAC, NY 10541-4794

Property Description	Home Phone:	Work Phone:	Cell Phone:	Email:	Phone Number: (845) 628-4500	Producer Code: 001172100000	Email:

Flood Zone and Community Information	FIRM Date: 03/09/1984
CommunityName: LEWISBORO, TOWN OF Current Flood Zone: A Community Number: 361227 Map Panel Suffix: F Map Panel: 0066	Program Status: Active and participating Current Base Flood Elevation (BFE): N/A Grandfathered Base Flood Elevation N/A County: WESTCHESTER

Occupancy Information
Occupancy Type: Non-Residential

Foundation Information
Foundation: Slab on Grade

**Risk Rating Method: Submit for Rate**

Post-FIRM: Yes  
 Pre-FIRM, Rated As Post-FIRM: Yes

Coverage/Rate Information	Coverage	Deductible	Basic Coverage	Basic Rate	Add'l Coverage	Add'l Rate
Building	\$500,000	\$1,250	\$175,000	3.18	\$325,000	0.90
Contents	\$128,600	\$1,250	\$128,600	2.33	\$0	0.96

Premium Information

**\*\* Quote Only, Not An Application \* Quote Only, Not An Application \*\***

Deductible	Premium
<b>\$1250 / 1250</b>	<b>\$12009</b>
\$1500 / 1500	\$11888
\$2000 / 2000	\$11647
\$3000 / 3000	\$11285
\$4000 / 4000	\$11044

**\*\* Quote Only, Not An Application \* Quote Only, Not An Application \*\***

## LICENSE AGREEMENT

This agreement is made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF LEWISBORO, a municipal corporation in the State of New York with its principal offices located at 11 Main Street, P.O. Box 500, South Salem, New York 10590, (hereinafter referred to as the “licensor”), and the JEROME LEVY FOUNDATION, a Not-For-Profit entity validly existing in New York State, having an address at 1 Rockefeller Plaza, New York, New York 10020-2017, (hereinafter referred to as the “licensee”).

WHEREAS, Licensor is the owner of property known as the Leon Levy Preserve (hereinafter referred to as the “Preserve”), which is a Town owned preserve property located within the Town of Lewisboro, and

WHEREAS, Licensee is a not-for-profit entity, which desires to enter into this License Agreement in order to preserve the structures within the Preserve known as the Black Mansion, and

WHEREAS, the Licensee has the funding available to finance the project to preserve the Black Mansion structures within the Preserve, and

WHEREAS, Licensor desires to provide a license to the Licensee for the purpose of the aforementioned preservation efforts of the Black Mansion structures within the Preserve.

NOW THEREFORE, based upon the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Licensor grants to licensee the right, privilege and permission to travel onto and use the property known as the Leon Levy Preserve for the purpose of the work to be performed in relation to the preservation of the structures known as Black Mansion within the Preserve, in order to make the Black Mansion structures structurally safe and to preserve the historical value

of said structures, all of which is to be conducted at the sole cost and expense of the licensee.

2. Licensee shall at all times comply with any and all instructions, orders, violations or other requests made by the Town of Lewisboro with respect to its work in the Leon Levy Preserve.

3. Licensee, as long as this License Agreement is in effect, shall be solely liable and responsible for, and shall indemnify and hold harmless the Town of Lewisboro, its officers, agents and employees from, any damage caused by any and all work being performed within the Leon Levy Preserve by the licensee, including but not limited to any and all injuries to persons or property.

4. Licensee shall name the Town of Lewisboro as an additional insured on licensee's insurance policy with respect to any damage or injury caused or suffered as a result of the work performed by the licensee on licensor's premises. Licensee shall provide a certificate of insurance naming the Town of Lewisboro as an additional insured to the Lewisboro Town Clerk, 11 Main Street, P.O. Box 500, South Salem, New York 10590 at the commencement of this Agreement, and shall provide certificates indicating any change in such insurance policy. Licensee shall further provide certificates to the Lewisboro Town Clerk evidencing continued insurance coverage as referred to herein prior to the expiration of any policy term.

5. The privilege granted herein is an accommodation to licensee and is revocable at will at any time by licensor, provided licensor gives at least 30 days written notice prior to the date that a revocation becomes effective. Such notice shall be forwarded to licensee at licensee's address as stated herein by certified mail or by personal delivery to licensee. The notice time period shall commence from the date said notice is deposited in a U.S. Postal Service depository for delivery, or upon personal delivery of same to licensee.

6. In consideration of the privilege granted herein, licensee will not claim any damages from licensor in connection with or on account of any injuries or damages arising in or on the property while being used by licensee and licensee's members, guests, or invitees, and licensee further agrees to indemnify and save harmless licensor from all claims or damages in connection with the use of the property by licensee and licensee's members, guests, or invitees.

7. Licensee agrees not to erect or to cause or permit to be erected on licensor's premises any buildings or structures, whether permanent or temporary, without the express written permission of the licensor.

8. This agreement shall run with the land and shall be binding on and inure to the benefit of the parties, their heirs, successors and assigns, unless terminated in the manner stated herein.

9. Upon the revocation of this license, licensee shall immediately remove any and all items placed in the premises by licensee, if any.

10. This Agreement shall not be enforceable until signed by all parties and approved by the Town Board of the Town of Lewisboro.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

12. This Agreement shall encompass the entire agreement between the parties with respect to the subject matter hereof, and any changes or amendments shall be in writing and signed by all parties hereto in order to be enforceable.

13. Licensee has obtained all approvals necessary to enter into this Agreement.

The parties have signed this agreement in the Town of Lewisboro, Westchester County, New York, the date and year first above written.

LICENSOR(S):

LICENSEE(S):

TOWN OF LEWISBORO:

JEROME LEVY FOUNDATION

By: \_\_\_\_\_  
Peter Parsons, Supervisor

By: \_\_\_\_\_

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

On the            day of \_\_\_\_\_ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared PETER PARSONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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

On the            day of \_\_\_\_\_ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC