



**TOWN OF LEWISBORO
TOWN BOARD MEETING AGENDA
TOWN HOUSE
MONDAY, JULY 24, 2023
7:30 P.M.**

I. PUBLIC COMMENT 1

II. COMMUNICATIONS

III. NEW BUSINESS

- a. Resolution: Authorizing Waiving of Rental Fees for KLSD SEPTO Event to be Held in Town Park**
- b. Resolution: Approving Westchester Diving Academy Agreement and Authorizing Supervisor to Sign**
- c. Resolution: Authorizing Waiver of Fees for EOHWC Stormwater Remediation Project on Long Pond Preserve**
- d. Resolution: Authorizing the Planning Board to Hold a Public Hearing and Act Upon Insite Engineering's Request for Partial Release of a Performance Security in Connection with Lewisboro Crossings**
- e. Resolution: SEQR Neg Dec Regarding Truesdale Waccabuc Wastewater Solution 1**
- f. Resolution: Designating Proposed Sources of Funding Regarding Truesdale Waccabuc Wastewater Solution 1**
- g. Resolution: Authorizing \$2.1 Million Bond Issuance for Pedestrian and Bicycle Safety Infrastructure Improvements**

IV. OLD BUSINESS

- a. Discussion: Board of Ethics – NYS Template for Code**

V. PUBLIC COMMENT II for New Business Only

VI. APPROVAL OF CLAIMS

VII. POLLING OF THE BOARD

VIII. ANNOUNCEMENTS

**Town Board Meeting - Monday, August 14, 2023, at 7:30 p.m., at the Town House,
11 Main Street, South Salem**

IX. MOTION TO GO INTO EXECUTIVE SESSION

Town Board Meetings Accessibility: The Town of Lewisboro is committed to providing equal access to all its facilities, services, and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Bouton Road Town Offices are accessible to persons with physical handicaps. If anyone who wishes to attend any meeting of the Town Board has special needs, please contact the Supervisor's Office (763-3151) at least one week before any scheduled in-person meeting, and we will try to accommodate whenever possible.

Join Zoom Meeting

<https://us06web.zoom.us/j/88040564503>

Meeting ID: 880 4056 4503

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 880 4056 4503

2023

**TOWN OF LEWISBORO
PARKS & RECREATION DEPARTMENT**

2023

Telephone: 232-6162

Fax: 232-6165

LEWISBORO TOWN PARK - GROUP USE APPLICATION

FACILITIES REQUESTED (Check all that apply):

Lions Club Picnic Pavilion ☒
 Basketball court (1) ☒
 Sand Volleyball court (1) ☒
 Ballfield ☒
 Pool (separate fee schedule) ☐
 Camp site ☐
 Pool picnic area (seasonal) ☐

New playground ✓

CIRCLE ONE: Private Service Organization Church SchoolTODAY'S DATE: 7-2-23

NAME OF ORGANIZATION:

KLSD SEPTO

MAILING ADDRESS:

PO Box 3475CITY: Goldens Bridge STATE: NY ZIP: 10526TELEPHONE: 914-274-0081 FAX: _____NAME OF INDIVIDUAL IN CHARGE: Angela GarofaloINDIVIDUAL'S ADDRESS: 2 Comanche CtCITY: Katonah STATE: NY ZIP: 10536TELEPHONE: (DAY) 914-373-4026 (NIGHT) Same (CELL) 914-274-0081E-MAIL ADDRESS: info@klsept.org FAX: or athena.garofalo@gmail.comPURPOSE OF GROUP USE: Fundraiser for KL Special Ed PTO

ESTIMATED NUMBER OF PARTICIPANTS - ADULTS:

50[@]

CHILDREN:

60-70 @

RESIDENTS (NUMBER): _____ NON-RESIDENTS (NUMBER): _____

all residentsWILL A FEE BE CHARGED FOR THIS EVENT: YES ☒ NO ☐

IF YES, WHAT WILL THE PROCEEDS BE USED FOR?

Fundraiser for enrichment activities for kids at KLSD

WILL AN ALCOHOLIC BEVERAGE PERMIT BE REQUESTED?

☒ YES ☐ NO

If yes, an alcoholic beverage permit application must be filled out and approved by the Town Clerk (application is attached).

DATE(S) REQUESTED:

Day Friday Date 9/29/23 Time from 4 to 7

Day _____ Date _____ Time from _____ to _____

NOTE: Dates for Town Park Lions Club picnic pavilion in the spring and summer are at a premium, therefore, raindates cannot be reserved.

IS MATERIAL OR EQUIPMENT REQUIRED FROM MUNICIPALITY? YES _____

NO ☒

IF NEEDED, STATE WHAT TYPES AND FOR WHAT PURPOSE: N/A

STATE THE NATURE OF ANY UNUSUAL EQUIPMENT YOU PLAN TO BRING TO THE PARK: N/A

We plan to have the Bubble Bus, Funtime Amusement Coffee Truck, Ice cream truck

AMERICANS WITH DISABILITIES ACT: The Lewisboro Parks and Recreation Department is committed to ensuring that individuals with disabilities are able to utilize and enjoy our programs and activities to the fullest extent possible. Please let us know if you or a family member have any special needs.

FACILITY USE FEE (Lion's Club Pavilion):

There will be a minimum non-refundable fee charged of \$_____ for the use of the facility. This fee must accompany the application. The fee for use is payable before use begins.

FACILITY SECURITY DEPOSIT (Lion's Club Pavilion):

There is a \$100.00 required security deposit which must also accompany the application. Any violation of "Park Rules," damage and especially if refuse and trash are not removed will result in forfeiture of the deposit.

AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of (name of organization) KLSEPTO does hereby covenant and agree to defend, indemnify and hold harmless the Town of Lewisboro Parks and Recreation from and against any and all liability, loss damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of The Town of Lewisboro Parks and Recreation's property, facilities and/or services by (name of organization) KLSEPTO

Angela Bajat
Signature of Organization's Representative
(Must be a Lewisboro Resident)

Address: 2 Cornsack Ct.
Yonkers, NY 10536
Telephone number: 914-274-0081

FOR OFFICE USE ONLY:

NAME OF INDIVIDUAL/ORGANIZATIONS: KLSEPTO

- () Application approved
() Application denied
(☒) Approval with the following conditions:

Insurances need to be provided for
above vendors, food permit for coffee truck

FOR OFFICE USE:

- () Permit fee paid - Amount \$ _____
(☒) Deposit paid - Amount \$ _____
(☒) Date recorded in reservation book
(☒) Alcoholic beverage permit obtained
() Permit sent to registrant

MoreCarola
SUPERINTENDENT, PARKS & RECREATION

DATE COPY OF APPLICATION SENT TO PARKS DEPARTMENT: _____

DATE COPY OF APPLICATION SENT TO LEWISBORO POLICE: _____

This form has to be approved by the Town Clerk

ALCOHOLIC BEVERAGE CONSUMPTION PERMIT (ABC)

For Town owned facility: Lewisboro Town Park

Permit for the serving and consumption of alcoholic
beverages in a public place within the Town of Lewisboro.

TODAY'S DATE: 7-2-23 DATE(s) REQUESTED: 9-29-23

FACILITY REQUESTED: Lewisboro Town Park

TIME: between the hours of 4 and 7 pm on the
29 day of September, 2023, in accordance with
Section 78

Alcoholic Beverages, of the Code of the Town of Lewisboro.

GROUP OR ORGANIZATION: KL SEPTO - Special Ed PTO

ADDRESS: PO Box 475 Goldens Bridge, NY
10526

PERSON IN CHARGE: Angela Gonfalo

PURPOSE OF USE: Fundraiser for KL SEPTO

I hereby certify that I have read and understand the provisions
of Section 78 Alcoholic Beverages, of the Code of the Town of
Lewisboro regarding the consumption of alcoholic beverages in
public places.

7-2-23 Angela Gonfalo
Date Signature

Permission is hereby given for the consumption of alcoholic
beverages in accordance with the above application, and Section
78 of the Town Code.

Date Town Clerk



Town of Lewisboro

Parks & Recreation Department



AGREEMENT WITH Westchester Diving Academy

COOPERATIVE USE AGREEMENT
BETWEEN
Town of Lewisboro
AND
Westchester Diving Academy
FOR

Usage of the Lewisboro Town Pool for Dive Practices

This Use Agreement made and entered into this Monday, the twenty fourth of July, 2023 by and between the Town of Lewisboro, New York, hereafter referred to as "Town" and Westchester Diving Academy, hereafter referred to as "User" for their dive practices, hereafter referred to as the "Rental."

In consideration of the mutual promise and agreements contained herein, the Town and User agree as follows:

1. Purpose

The Town agrees to allow the use of Lewisboro Town Pool (Property) for the sole purpose of conducting swim and dive team practices. User agrees to comply with the rules and regulations of the Town of Lewisboro Parks and Recreation Department (LPRD) and hereby acknowledges receipt of same and applicable city, county, state, and federal laws and regulations.

2. Term

The term of this Use Agreement shall be for portions of August 14th – August 19th
Usage will be 8:30AM-10:30AM, Monday through Saturday.

The User shall have a non-exclusive right to use the Property of the Diving Well during the term of this Use Agreement but only on the dates and times specified above and agreed upon by the Town and the User. User may not schedule an activity on the Property on any other dates or times unless with the written permission of the Town and its agents.

The User will be charged \$65 per hour for usage of the diving pool complex located on the Town Property and a refundable \$125.00 damage/cleanup deposit will be collected for the days of said practices. These charges will be based on the regular rental prices of pool facilities with supervision of a Town agent.

3. Town Obligations

- a. The Town understands that it is the responsibility of the User to make the decision to cancel any and all practices of their swim team due to severe weather or act of God. However, the Town does retain the right to cancel, in the Town's sole discretion, if the Town feels the weather is too severe and/or where safety is a concern.
- b. The Town will provide the pool complex to the User for team practices.
- c. The Town will provide a Town Employee to supervise the facility while User is renting out the facility as well as adequate lifeguard staff.
- d. The Town will provide a parking lot.
- e. The Town shall provide garbage receptacles and liners during their practices.
- f. The Town shall maintain existing restroom facilities. This includes building repairs and maintenance for the room, interior and exterior walls, doors, plumbing, and electrical systems. This includes paper products and cleanup for the restrooms during and after the practices.

4. User Obligations

- a. The User shall inspect the site prior to the practice in order to minimize the potential for accidents. The User will immediately advise the LPRD of any defective or unsafe condition on the Property, and shall not use any facility deemed unsafe until corrected.
- b. The User must follow all rules and regulations set forth by the LPRD as well as local and state laws, including all pool rules and regulations and Westchester County Health Department rules and regulations pertaining to lifeguard to swimmer ratios.
- c. The User shall be responsible for providing enough coaches to supervise all areas of the Property and to conduct the practices in a safe and enjoyable manner.

- d. User shall be responsible for maintaining facility grounds and parking area trash and litter free. User may use signage, frequent announcements, and labor by User's members or employees to maintain a clean and orderly facility and grounds.
- e. User shall provide a certificate of insurance to the Town Of Lewisboro with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate with a financially responsible company or companies that are authorized to do business in the state of New York and have an A.M. Best rating of "A-VT" or better during the term of the Use Agreement. The policy shall list the Town of Lewisboro (11 Main Street, South Salem, NY 10590) as an additional insured, such policy must have a minimum of thirty days' notice of cancellation, and such coverage afforded by this policy for the benefit of the additional insured is primary and any other coverage maintained by the additional insured (s) shall be non-contributions with the coverage provided under the policy. Coverage must include a waiver of subrogation endorsement. A certificate of insurance in, a form satisfactory to the Town, with the required information must be presented to the Department prior to use of the pool facility.
- f. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by the Town. User shall pay the Town for any and all damage to Property during the term of this Use Agreement as determined by LPRD based on pre and post-practice inspections.
- g. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disability Act.

5. Signage

No signs or advertisements shall be posted, displayed, or listed by User on Town property without the prior approval of the Town. All signs must conform to the Town's sign ordinance. Any signage must be removed at the request of the Town.

6. Structure

The User shall not alter or modify any existing building or structure nor build or locate portable or new buildings or structures on the Property without prior written approval of the LPRD and all other appropriate Town agencies.

7. Indemnification

To the fullest extent permitted by the law, User shall indemnify and hold harmless the Town, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the acts or omissions of User, its officers, employees, members, team, students, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay Town any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

1. Termination of Use Agreement

This Use Agreement may not be assigned or transferred. The Town shall have sole discretion to terminate the Use Agreement with or without cause. Termination for cause may result from the User's failure to abide by the terms of the Use Agreement. In the event of a breach of the Use Agreement, the Town may, but is not required to, give the User an opportunity to timely correct the default.

2. Amendment

This Use Agreement constitutes the entire Agreement between the Town and User. This Agreement may be modified by a subsequent or contemporaneous written amendment executed by all parties and their signatories hereto.

In witness whereof, the Town and User have executed this use Agreement on the day and date first written above.

Town of Lewisboro

By: _____
Tony Goncalves, Town Supervisor

Date: _____

Westchester Diving Academy

By: _____
Vimala Wilkinson, Coordinator

Date: _____

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER Town of Lewisboro 11 Main Street SOUTH SALEM, NY 10590		COVERAGE DATES: 08/14/2023 - 8/31/2023				
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.						
PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED Westchester Dive Academy 2413 1/2 hidden valley drive, unit c Grand junction, CO 81507	CERTIFICATE ID: 3KCOX443 CLUB CODE: W3AD3D			
INSURER(S) AFFORDING COVERAGE						
Company A United State Fire Insurance Company NAIC# 21113 Company B Everest National Insurance Company NAIC # 10120		*For box below, INSR LTR refers to Company A or B.				
COVERAGES - This is to certify that the policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182716	9/01/2022 12:01 AM.	9/01/2023 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SI8EX00142-221	9/01/2022 12:01 AM.	9/01/2023 12:01 AM.	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SI8ML00176-221	9/01/2022 12:01 AM.	9/01/2023 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS Coverage applies to Westchester Dive Academy, License # 3KCOX443 Practice, Westchester Dive Academy from 08/14/2023 through 08/19/2023, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.						
CANCELLATION – Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.						
FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE. Go to www.aasports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code						

Authorized Representative

Certificate No. 20230855

3

inscertfacility.rpt

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Designation Of Premises (Part Leased To You): All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below	
Name Of Person(s) Or Organization(s) (Additional Insured): Town of Lewisboro 11 Main Street SOUTH SALEM, NY 10590	
Event:	Practice, Westchester Dive Academy
Date:	08/14/2023 through 08/19/2023
Additional Premium: \$ N/A	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

(if no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section
IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above
because of payments we make for injury or damage arising out of your operations or
"your work" done under a written agreement that requires you to waive your rights of recovery. The written
agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or
organization shown in the Schedule above.



**THREE LAKES COUNCIL
WACCABUC–OSCALETA–RIPPOWAM
P.O. BOX 241, SOUTH SALEM, NY 10590
www.threelakescouncil.org**

July 12, 2023

Supervisor Tony Gonçalves and members of the Town Board
Town of Lewisboro
PO Box 500
South Salem, NY 10590
Sent via email to supervisor@lewisborogov.com

Re: Requesting waiver of fees for EOHWC stormwater remediation project on Long Pond Preserve

The Three Lakes Council (3LC) is a non-profit organization that promotes the stewardship of the watershed and waters of lakes Waccabuc, Oscaleta, and Rippowam. Since 1970, we have practiced environmental stewardship and educational outreach, and have sponsored research on these lakes. We took ownership of Long Pond Preserve in 2014 from The Nature Conservancy, because preservation of the watershed helps protect the lakes.

The East of Hudson Watershed Corporation (EOHWC) is a local corporation established by the municipalities in Northern Westchester, Putnam, and Dutchess Counties in the New York City Watershed to install stormwater retrofit projects to meet MS4 requirements for phosphorus reduction. EOHWC previously installed a stormwater detention basin on Long Pond Preserve to treat stormwater flowing from Town catch basins along Mead Street.

For many years, lake managers have identified stormwater runoff flowing across Long Pond Preserve from Tarry-a-Bit Drive and upland streams as a source of phosphorus pollution to Lake Waccabuc. See, for example, the 2003 Diagnostic-Feasibility Study And Lake & Watershed Management Plan for Lake Rippowam, Lake Oscaleta & Lake Waccabuc and the 2019 Lake & Watershed Management Plan for Lakes Rippowam, Oscaleta & Waccabuc, both available on the Three Lakes Council website. The 3LC board is delighted that EOHWC has identified a stormwater project that will reduce the phosphorus pollution from this area to Lake Waccabuc and to the EOH watershed. This project will assist EOHWC to address the phosphorus TMDLs that are part of the EOH MS4 requirements.

The 3LC board strongly supports this work and asks that the Town Board waive fees associated with this project. In addition, we ask for a waiver of the professional claims. Thank you very much for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "Janet E. Andersen".

Janet Andersen, President
Three Lakes Council
threelakescouncil@gmail.com

CC: Ciorsdan Conran planning@lewisborogov.com
Mary Hafter benefits@lewisborogov.com
Kevin Fitzpatrick kevin@eohwc.org

TOWN OF LEWISBORO
Westchester County, New York



Planning Board
79 Bouton Road
South Salem, New York 10590

Tel: (914) 763-5592
Fax: (914) 875-9148
Email: planning@lewisborogov.com

July 19, 2023

VIA EMAIL AND HAND DELIVERY

Honorable Tony Gonçalves, Supervisor and
Members of the Town Board
Town of Lewisboro
11 Main Street
South Salem, New York 10590

Re: Lewisboro Crossings (Wilder Balter Partners)
Route 22 and Beekman Lane, Goldens Bridge
Cal # 10-15PB, #20-17WP, #5-17SW
Authorization to Approve Release of Partial Performance Security

Dear Supervisor Gonçalves and Members of the Town Board:

I submit this letter, on behalf of the Planning Board, in connection with a request by Insite Engineering for the partial release of a performance security held by the Town guaranteeing completion of infrastructure associated with the above-referenced project. Specifically, I request that the Town Board authorize the Planning Board to conduct a public hearing and act upon this request.

The performance security is held by Fidelity and Deposit Company of Maryland for Wilder Balter Partners in the sum of \$1,081,639.00. This security was submitted to the Town in accordance with a condition of the Planning Board's Site Development Plan Approval for this project (the development of 42 multi-family dwelling units). This approval is set forth in a Resolution adopted by the Planning Board on February 26, 2019, which states, in part:

....5. In accordance with Section 220-46G of the Zoning Code, the applicant shall supply a performance bond, or other form of security, to guarantee completion of project infrastructure in a sum approved by the Town Engineer based on a cost estimate to be prepared by the applicant's design engineer. The form of the bond or performance security shall be acceptable to the Planning Board Attorney. The delivery and acceptance of this security does not relieve the applicant of the obligation to complete the project infrastructure. Said bond or

Honorable Tony Goncalves, Supervisor and
Members of the Town Board
July 19, 2022
Page 2

performance security shall provide for project infrastructure to be completed within eight (18) months of commencement of work and for the retention by the Town of 10% of the originally fixed amount for a period of one (1) year after the last Certificate of Occupancy has been issued.

A Certificate of Occupancy for the multi-family residence has been issued. Consequently, the return of 90% of this deposit (equaling \$973,475.10) is sought.

The Planning Board seeks authorization from the Town Board to hear and decide this request because of the nature and purpose of this security.

Respectfully submitted,

A handwritten signature in black ink that reads "Janet Andersen" followed by two cursive "c" characters.

Janet Andersen, Chair

cc: Gregory Folchetti, Esq.
Planning Board Members
Ms. Ciorsdan Conran
Jan Johannessen, AICP, Kellard Sessions
Judson K. Siebert, Esq.

**RESOLUTION MAKING NEGATIVE DETERMINATION UNDER
NY STATE ENVIRONMENTAL QUALITY REVIEW (“SEQR”)
IN REGARD TO THE TRUESDALE WACCABUC WASTEWATER SOLUTION 1**

WHEREAS, the Town Board of the Town of Lewisboro is conducting a coordinated SEQR Review of an unlisted Action, known as the Truesdale Waccabuc Wastewater Solution 1 Action; and

WHEREAS, the action proposes the formation of a sewer district and the construction of a new wastewater treatment plant and collection system for selected homes around Truesdale Lake and Lake Waccabuc, as phase 1; and

WHEREAS the Town Board has previously given notice of its intent to declare itself lead agency to all interested and involved agencies; and

WHEREAS no interested or involved agency challenged the Town Board's intent to act as lead agency; and

WHEREAS, the Town Board has reviewed and completed the full Environmental Assessment Form with respect to the proposed action, which is incorporated into this resolution and attached hereto, and has made its own set of specific findings relating to SEQR review of this action pursuant to the SEQR regulations and given also due consideration thereto;

NOW THEREFORE BE IT RESOLVED, that pursuant to 6 NYCRR Part 617, State Environmental Quality Review, The Town Board of the Town of Lewisboro, hereby designates itself Lead Agency for the SEQR Review of this Unlisted Action, and

BE IT FURTHER RESOLVED, that pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law, the Lead Agency has determined that the proposed action will not have a significant adverse impact on the environment for the reasons enumerated in the attached EAF and the and the findings contained therein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Andrea Rendo	—	—
Richard Sklarin	—	—
Tony Goncalves	—	—
Daniel Welsh	—	—
Mary Shah	—	—

SEQR
617.21
Appendix F
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number _____

Date July 24, 2022

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law. The Town of Lewisboro, Town Board as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action:

Truesdale Waccabuc Wastewater Solution 1

SEQR Status:

Type I ☐ Unlisted ☒

Conditioned Negative Declaration:

Yes ☐

No ☒

Description of Action:

This project is to build a new wastewater treatment plant and collection system for selected homes around Truesdale Lake and Lake Waccabuc, as phase 1 of what we hope will be a more expansive sewerage project. The homes currently have septic systems. Because of poor soils, steep slopes, and limited depth to groundwater and bedrock, together with the age of the on-site systems, they are contributing to phosphorus pollution of the East of Hudson MS4, which has a TMDL for phosphorus. The wastewater treatment plant will be constructed on property owned by the town and is designed to enable future expansion. A low-pressure collection system will connect the homes. This will require formation of the Lewisboro Sewer District which will be administered by the Town of Lewisboro. The Sewer District will administer the project will maintain the sewer system and sewer services on individual properties. The project should improve water quality in lakes Truesdale, Rippowam, Oscaleta, and Waccabuc, which have experienced toxic harmful algal blooms. It will also improve drinking water quality for the area homes, which are reliant upon wells or draw from Lake Waccabuc, and improve water quality of streams and reservoirs within EOH.

Location: Lewisboro, NY.

REASONS SUPPORTING THIS DETERMINATION:

See attached completed long form EAF

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person: Tony Goncalves, Supervisor

**RESOLUTION DESIGNATING PROPOSED SOURCES OF FUNDING
IN REGARD TO THE TRUESDALE WACCABUC WASTEWATER SOLUTION 1**

WHEREAS, the Town Board of the Town of Lewisboro is proposing the formation of a sewer district and the construction of a new wastewater treatment plant and collection system for selected properties around Truesdale Lake and Lake Waccabuc, known as "Truesdale Waccabuc Wastewater Solution 1"; and

WHEREAS, the estimated cost for the proposed project is presently \$40 million; and

WHEREAS the Town Board is intending to fund the proposed project through various grant and financing sources, including but not limited to those available through the State of New York, The New York State Department of Environmental Conservation and the New York State Environmental Facilities Corporation;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Lewisboro hereby designates and declares the proposed sources of funding and/or financing for the proposed project to be as follows:

WIIA NYS Environmental Facilities Corp. Grant	\$7,500,000
NYSDEC WQIP Grant	\$10,000,000
NYSDEC/NYCDEP Water Quality Contract	\$12,500,000
County Watershed MOA EOH WQIP	\$10,000,000

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Andrea Rendo	_____	_____
Richard Sklarin	_____	_____
Tony Goncalves	_____	_____
Daniel Welsh	_____	_____
Mary Shah	_____	_____

BOND RESOLUTION DATED JULY 24, 2023.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,100,000 BONDS OF THE TOWN OF LEWISBORO, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF PEDESTRIAN AND BICYCLE SAFETY INFRASTRUCTURE IMPROVEMENTS THROUGHOUT THE TOWN, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the adoption of a bond resolution, subject to permissive referendum, for the financing of the capital purpose hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purpose; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Lewisboro, Westchester County, New York (the "Town"), as follows:

Section 1. For the purpose of paying the cost of pedestrian and bicycle safety infrastructure improvements throughout the Town, including but no limited to construction or reconstruction of roads, sidewalks, crosswalks, installation of traffic signals and signs, replacement of pavement markings and other right-of-way improvements, in and for the Town, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued up to \$2,100,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$2,100,000, and the plan for the financing thereof shall be by the issuance of the \$2,100,000 bonds authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as said class of objects or purposes consists of objects or purposes with a period of probable usefulness of at least ten years under one or more of

subdivisions 19, 20, 21, 24, or 72 of paragraph a of Section 11.00. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the

Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary in *The Record Review*, the official newspaper of the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 35.00 of the Local Finance Law. However, it is expected that this resolution will be called for referendum on the initiative of the Town under Section 94 of the Town Law and be subject to the approval of the qualified electors of the Town at the biennial Town election to be held on November 7, 2023.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____

_____ VOTING _____

_____ VOTING _____

_____ VOTING _____

_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

Model Code of Ethics for Local Governments

WHEREAS, article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest, and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city (other than the City of New York), town, village, school district and fire district¹ to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them, and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics, and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable.

NOW, THEREFORE, be it resolved that the [insert name of governing body] of the [insert name of municipality] hereby adopts a code of ethics to read as follows:

Code of Ethics of the [insert name of municipality]

Section 1. Purpose.

Officers and employees of the [insert name of municipality] hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The [insert name of municipal governing body] recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

Section 2. Definitions.

(a) “Board” means the governing board of a municipality and any municipal administrative board (e.g. planning board, zoning or board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.

(b) “Code” means this code of ethics.

¹ This model code of ethics is for use by municipalities other than fire districts. The State Comptroller has promulgated a separate model code of ethics for fire districts.

(c) “Interest” means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization’s outstanding stock.

(d) “Municipality” means [insert name of municipality]. The word “municipal” refers to the municipality.

(e) “Municipal officer or employee” means a paid or unpaid officer or employee of the [insert name of municipality], including, but not limited to, the members of any municipal board.

(f) “Relative” means a spouse, parent, step-parent, sibling, step-sibling, sibling’s spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

Section 3. Applicability.

This code of ethics applies to the officers and employees of the [insert name of municipality], and shall supersede any prior municipal code of ethics. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the [insert name of municipality].

Section 4. Prohibition on use of municipal position for personal or private gain.

No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

Section 5. Disclosure of interest in legislation and other matters.

(a) Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.

(b) The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.

(c) In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

Section 6. Recusal and abstention.

(a) No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

(b) In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:

(1) if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or

(2) if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.

(3) if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

Section 7. Prohibition inapplicable; disclosure, recusal and abstention not required.

(a) This code's prohibition on use of a municipal position (section 4), disclosure requirements (section 5), and requirements relating to recusal and abstention (section 6), shall not apply with respect to the following matters:

(1) adoption of the municipality's annual budget;

(2) any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:

(i) all municipal officers or employees;

(ii) all residents or taxpayers of the municipality or an area of the municipality; or

(iii) the general public; or

(3) any matter that does not require the exercise of discretion.

(b) Recusal and abstention shall not be required with respect to any matter:

(1) which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section 6 of this code;

(2) which comes before a municipal officer when the officer would be prohibited from acting by section 6 of this code and the matter cannot be lawfully delegated to another person.

Section 8. Investments in conflict with official duties.

(a) No municipal officer or employee may acquire the following investments:

(1) investments that can be reasonably expected to require more than sporadic recusal and abstention under section 6 of this code; or

(2) investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.

(b) This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:

(1) real property located within the municipality and used as his or her personal residence;

(2) less than five percent of the stock of a publicly traded corporation; or

(3) bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

Section 9. Private employment in conflict with official duties.

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

(a) can be reasonably expected to require more than sporadic recusal and abstention pursuant to section 6 of this code;

(b) can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;

(c) violates section 805-a(1)(c) or (d) of the General Municipal Law; or

(d) requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

Section 10. Future employment.

(a) No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.

(b) No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.

(c) No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

Section 11. Personal representations and claims permitted.

This code shall not be construed as prohibiting a municipal officer or employee from:

(a) representing himself or herself, or his or her spouse or minor children before the municipality; or

(b) asserting a claim against the municipality on his or her own behalf, or on behalf of his or her spouse or minor children.

Section 12. Use of municipal resources

(a) Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.

(b) No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:

(1) any use of municipal resources authorized by law or municipal policy;

(2) the use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or

- (3) the occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
- (c) No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

Section 13. Interests in Contracts.

- (a) No municipal officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.
- (b) Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by section 803 of the General Municipal Law.

Section 14. Nepotism.

Except as otherwise required by law:

- (a) No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.
- (b) No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

Section 15. Political Solicitations.

- (a) No municipal officer or employee shall directly or indirectly to compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- (b) No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

Section 16. Confidential Information.

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

Section 17. Gifts.

(a) No municipal officer or employee shall solicit, accept or receive a gift in violation of section 805-a(1)(a) of the General Municipal Law as interpreted in this section.

(b) No municipal officer or employee may directly or indirectly solicit any gift.

(c) No municipal officer or employee may accept or receive any gift, or multiple gifts from the same donor, having an annual aggregate value of seventy-five dollars or more when:

(1) the gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of his or her official powers or duties;

(2) the gift could reasonably be expected to influence the officer or employee in the exercise or performance of his or her official powers or duties; or

(3) the gift is intended as a reward for any official action on the part of the officer or employee.

(d) For purposes of this section, a “gift” includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift’s fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. Determination of whether multiple gifts from a single donor exceed seventy-five dollars must be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift.

(e) (1) A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.

(2) A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.

(f) This section does not prohibit any other gift, including:

(1) gifts made to the municipality;

(2) gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;

(3) gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;

(4) unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;

(5) awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or

(6) meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

Section 18. Board of Ethics.

(a) There is hereby established a board of ethics for the municipality. The board of ethics shall consist of [insert three, five ...] members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the [insert name of municipal governing body²], serve at the pleasure of the appointing authority, and receive no salary or compensation for their services as members of the board of ethics.

(b) The board of ethics shall render advisory opinions to the officers and employees of the [insert name of municipality] with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any such officer or employee under such rules and regulations as the board of ethics may prescribe. The board of ethics shall have the advice of legal counsel employed by the board, or if none, the municipality's legal counsel. In addition, the board of ethics may make recommendations with respect to the drafting and adoption of a code of ethics, or amendments thereto, upon the request of the [insert name of municipal governing body].

Section 19. Posting and distribution.

(a) The [insert title of municipal chief executive officer] must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.

² In the case of a county operating under an optional or alternative form of county government or county charter, insert the "county executive" or "county manager," as the case may be, "subject to confirmation by the [insert name of county governing body]."

(b) The [insert title of municipal chief executive officer] must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the [insert name of municipality].

(c) Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the [insert “clerk of the municipality” or, if there is no clerk, insert “secretary”] who must maintain such acknowledgments as a public record.

(d) The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

Section 20. Enforcement.

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

Section 21. Effective date.

This code takes effect on [insert date on which code of ethics takes effect].