



**TOWN OF LEWISBORO
TOWN BOARD MEETING
AGENDA
TOWN HOUSE
MONDAY, JUNE 11, 2018
7:30 P.M.**

PUBLIC HEARING Regarding Zoning Amendment for Educational Uses

PUBLIC HEARING Regarding Retail Checkout Bags and EPS (Styrofoam)

PUBLIC COMMENT

COMMUNICATIONS

Cross River Cell Tower

Proclamations for Eagle Scouts Will Berger, Brian Daly and Brian Johnson

CONSENT AGENDA

- 1. Approval of Minutes of May 21, 2018**
- 2. Monthly Reports May 2018**
 - a. Building Department**
 - b. Police Department**

NEW BUSINESS

- 1. Presentation by Resident Ariane Brandt Regarding Dog Park Proposal**
- 2. Discussion Regarding Westchester Urban County Consortium Agreements and Authorizing Supervisor to Sign**
- 3. Resolutions Approving Tax Certification Settlements (Two) with Ralph Felice and Waldie Gullen and Authorizing Town Attorney to Sign Consent Judgment**
- 4. Resolution Approving KLSD Bus Lease Agreement and Authorizing Supervisor to Sign**

OLD BUSINESS

- 1. Discussion of Capital Plans for Parks & Recreation Department**
- 2. Highway Road Paving Plans for 2018 – Highway Superintendent Peter Ripperger**

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

- Town Board Meeting Monday, June 25, 2018 at 7:30 p.m. at the Town House, 11 Main Street, South Salem**

MOTION TO GO INTO EXECUTIVE SESSION

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

TOWN OF LEWISBORO

LOCAL LAW NUMBER __-2018 OF THE TOWN OF LEWISBORO

AMENDMENT TO CHAPTER 220, SECTIONS 220-2(B), 220-23(A)(19) and 220-43.5
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(B), entitled “Definitions and word usage”
is hereby amended to add a definition of Educational Use to read as follows:

§ 220-2. Definitions and word usage.

- B. For the purposes of this chapter only, certain words and terms used herein are
defined as follows:

EDUCATIONAL USE

A use that is intended to foster the educational advancement of individuals
through educational programs, including instruction, training and lessons,
provided by a private individual or entity or through a public institution.

Section 2. Chapter 220, Section 220-23(A), entitled “Schedule of regulations for
residential districts” is hereby amended to add subsection (19) 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:

(19) *Educational use.

Section 3. Chapter 220, Section 220-43.5 entitled “Educational use” is hereby enacted to read as follows:

§ 220-43.5. Educational use.

Educational uses as defined in this chapter shall be special uses as follows:

- A. Location. The special use listed in this section may be permitted in a residence district only in locations fronting on or having direct access to major or collector roads as determined by the Planning Board.
- B. Minimum Lot Area. The minimum lot area required for the establishment of an educational use shall be as required in the zoning district in which the lot is located.
- C. Setbacks. All new buildings shall be set back from adjoining properties in residence districts and street lines directly opposite properties in residence districts a distance equal to at least twice the normally applicable front yard setback requirement for detached one-family dwellings in the zoning district in which they are located, but in no case less than fifty (50) feet. Off-street parking areas shall not be permitted in any required front yard, nor in any required side or rear yard within twenty (20) feet of any adjoining property in a residence district. Setback requirements may be modified by the Board of Appeals in case of conversions of existing buildings.
- D. Buffer area. A landscaped buffer area, meeting at least the minimum requirements of §220-15 of this chapter, shall be required along all lot lines adjoining properties in residence districts, except where determined by the approving agency that a lesser width or no buffer will meet the purpose of this requirement.
- E. Off-street parking. A minimum of 1 off-street parking space shall be provided for every 200 square feet of gross floor area.
- E. Other requirements. Such use shall comply with any other requirements of this

chapter and any special requirements deemed appropriate by the approving agency in accordance with the requirements of §220-32 herein.

Section 4. 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 5. 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 DONOHUE, TOWN CLERK

TOWN OF LEWISBORO

LOCAL LAW NUMBER __-2018 OF THE TOWN OF LEWISBORO

ENACTMENT OF CHAPTER 181
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 181, entitled “Retail Checkout Bags and EPS (Styrofoam),” is hereby enacted to read as follows:

Chapter 181

RETAIL CHECKOUT BAGS AND EPS (STYROFOAM)

§181-1. Purpose.

§181-2. Justification.

§181-3. Definitions.

§181-4. Restriction on checkout bags.

§181-5. Effective Date.

§181-6. Penalties for offenses.

§181-1. Purpose.

The purpose of this chapter is to improve the environment in the Town of Lewisboro (the “Town”) and to protect the health, safety and general welfare of its residents by encouraging the use of reusable cloth or heavy plastic bags and banning single-use plastic bags for retail checkout of purchased goods. Retail establishments are encouraged to make cloth reusable bags available for sale and to encourage shoppers to bring their own reusable bags. In furtherance of the

aforementioned purpose, it is also the intention of this chapter to prohibit the use of styrofoam containers and styrofoam cups by delis, food stores, food establishments and restaurants.

§181-2. Justification.

Non-biodegradable plastic bags are often discarded into the environment. Only a portion of them are deposited into landfills, while the remaining portion contributes to the pollution of our waterways, clogs sewers, endangers wildlife, and becomes litter which negatively impacts the natural beauty of the Town. Further, small plastic particles which have a toxic chemical composition are consumed by fish, which are then consumed by humans, which has been shown to be harmful to human health. Studies show that styrofoam containers are a contributing factor to cancer in humans as toxic chemicals from such containers leech into the food and drink contained therein.

§181-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CHECKOUT BAG – A carryout bag that is provided to a customer at the point of sale. The term “checkout bag” does not include plastic produce bags or plastic bags measuring 28 inches by 36 inches or larger in size.

PLASTIC PRODUCE BAG – A flexible container bag made of very thin plastic material with a single opening used to transport produce, meats or other items selected by customers to carry said items to the point of sale.

RECYCLABLE PAPER BAG – A paper bag that i) contains no old growth fiber, ii) is 100% recyclable, iii) contains a minimum of 40% post-consumer recycled content, and iv) displays the words “recyclable” on the exterior of the bag.

RETAIL SALES – The transfer to a customer of goods in exchange for payment occurring in retail stores, sidewalk sales, farmer’s markets, flea markets, tag sales, sales by residents at their homes and sales by non-profit organizations.

RETAILER – Any person or entity engaged in retail sales.

REUSABLE BAG – A bag with handles made of cloth or other fabric and/or made of durable plastic that is at least 2.25 mils thick.

STYROFOAM – Any type of expanded polystyrene foam (“EPS”) material.

§181-4. Restriction on checkout bags.

Retailers shall only provide reusable bags and recyclable paper bags as checkout bags to customers. Retailers shall charge customers \$0.15 for each paper bag. Nothing in this section shall prohibit retailers from making reusable cloth bags available for sale to customers at a price determined by the retailer.

§181-5. Effective Date.

This chapter shall become effective on January 1, 2019. This provision is intended to provide retail establishments with the ability to dispose of their existing inventory of plastic checkout bags and/or styrofoam containers and cups.

§181-6. Penalties for offenses.

Any person or entity who violates the provisions of this chapter shall be guilty of a violation, punishable by a fine not exceeding \$250 for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$500 nor more than \$700; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed misdemeanors, and for such purpose only, all provisions of law relating to misdemeanors shall apply to such violations. Each

day's continued violation shall constitute a separate additional violation as may be cited.

Section 2. 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 3. 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

Supervision

MONTHLY REPORT MAY 2018

Quantity	Bld Permit	Permit	CC/CO	RM	EQ
	Res Minor Work	\$ 6,030.00	\$ 2,640.00	\$ 66.00	\$ 600.00
	Res ADD	2950.00	2650.00	6.00	100.00
	Res Acc Str	2060.00	1660.00	8.00	100.00
	Res Alt	750.00	450.00	6.00	0.00
	Res New	2100.00	2000.00	2.00	50.00
	Res Renew	0.00	0.00	0.00	0.00
	Comm Alt/Add	0.00	0.00	0.00	0.00
	Comm Minor	150.00	50.00	2.00	0.00
	ZBA	500.00	0.00	4.00	0.00
	Other Permits	20.00	10.00	0.00	0.00
	220-76C	0.00	0.00	0.00	0.00
	Wetlands/EQ	1100.00	450.00	0.00	450.00
	Civil Penalty	1240.00	0.00	0.00	0.00
	Copies	0.00	0.00	0.00	0.00
	Misc	0.00	0.00	0.00	0.00

Total	\$ 16,900.00	\$ 9,910.00	\$ 94.00	\$ 1,300.00
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Total Receipts : \$ 28,204.00

Total Deposits: \$ 28,204.00

Bldg Insp:  _____

Date: 6/1/18

Total: \$28,204.00

28204

Difference

Res. MW	BP	CC	RM	EQ	Residential Add	BP	CO	RM	EQ	
Campbell	230		130	2	0	Kerman	2400	2300	2	50
Preddice	160		60	2	0	Follett	150	50	2	0
US Bank	140		40	2	50	Chen	400	300	2	50
Zygala	290		190	2	50					
Jaffe	200		100	2	50					
Kerrigan	120		20	2	0					
Osborne	300		200	2	0					
Carter	110		20	2	0					
Rhodes	150		50	2	0					
Robbins	180		80	2	0					
Hughes	160		60	2	50					
Morse	180		80	2	0					
Thomann	150		50	2	50					
Kiesel	200		100	2	0	Column Total	2950	2650	6	100
Richman	140		40	2	0	Subtotal		5706		
Eckerson	120		20	2	0	Comm. MW	BP	CO	RM	EQ
Surks	120		20	2	0	1410 Rte 35	150	50	2	0
Schwartz	180		80	2	0					
Luelsdorf	130		30	2	50					
Leinwohl	220		120	2	0					
Horsa	170		70	2	50					
Hepworth	120		20	0	0	Column Total	150	50	2	0
Fine	180		80	2	0	Subtotal		202		
Burhance	220		120	2	0	Res. Alt	BP	CO	RM	EQ
Miller	250		150	2	50	Giaccio	270	170	2	0
Tebbe	130		30	2	0	Schulman	350	250	2	0
Lombardo	150		50	2	50	Wysmuller	130	30	2	0
Molina	150		50	2	0					
Carey	170		70	2	0					
Byrne	140		40	2	0					
US Bank	320		220	2	0					
Wuench	130		30	2	50					
Arietta	290		190	2	50					
Elghanayan	130		30	2	50					
						Column Total	750	450	6	0
						Subtotal		1206		
						Res. New	BP	CO	RM	EQ
						Nuza	2,100	2000	2	50
						Column Total	2100	2000	2	50
						Subtotal		4152		
						220-76C	BP	CO	RM	EQ

					Column Total	0	0	0	0					
					Subtotal	0								
					Res Renewal	BP	CO	RM	EQ					
					Column Total	0	0	0	0					
					Subtotal	0								
					Wetland	W/P	S/W	EQ						
					Gaine	0	0	50						
					WLT	150	0	0						
					DiStasio	150	0	50						
					Dooley	0	0	50						
					Carey	0	0	50						
					Mabardy	0	0	50						
					Skrelja	0	0	50						
					LK Waccabuc	0	0	50						
					Nuza	500	450	0						
					Surks	150	0	0						
					Faso	0	0	50						
					Alvarez	0	0	50						
					Gardner	150	0	0						
Column Total					6030	2640	66	600						
Subtotal					\$ 9,336.00									
					Column Total	1100	450	450						
Civil Penalty					CP	Subtotal					2000			
1410 Rte 35, LLC					250	Other Permits					BP	CC	RM	EQ
Eckerson					240	Groff					20	10	0	0
Luelsdorf					250									
Byrne					250									
Wysmuller					250									
Subtotal					1,240									
Comm. Add/Alt					BP	CO/CC	RM	EQ						
										Column Total	20	10	0	0
										Subtotal	30			
										ZBA	Permit Application			RM
										Dooley	250	2		
										Faso	250	2		
Column Total					0	0	0	0						
Subtotal					0									
Misc					BP	CO/CC	RM	EQ						

Column Total	0	0	0	0	Column Total	500	0	4	0	
Subtotal	0				Subtotal	504				
Cash					Res. A/S	BP	CO	RM	EQ	
					Murphy		580	480	2	0
					Eckerson		120	20	2	0
					LeSauvage		560	460	2	50
					Kirby		800	700	2	50
					Column Total		2060	1660	8	100
Subtotal	0				Subtotal	3828				

Mary Hafter

From: Charles C. Beckett <chief1pd@optonline.net>
Sent: Friday, June 01, 2018 12:25 PM
To: 'Mary Hafter'
Subject: Daily Tab Sheet 2018

May 2018

PATROL ACTIVITY	2018												
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
INCIDENTS REPORTED													
Auto Accidents	13	8	7	6	16	0	0	0	0	0	0	0	50
Aided Cases	29	38	35	27	33	0	0	0	0	0	0	0	162
Alarms	30	25	21	27	44	0	0	0	0	0	0	0	147
Animal	9	4	6	6	8	0	0	0	0	0	0	0	33
Assist Other Depts.	6	10	7	8	3	0	0	0	0	0	0	0	34
Burglary	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Complaints	0	2	1	1	3	0	0	0	0	0	0	0	7
Criminal Activity	0	1	1	0	0	0	0	0	0	0	0	0	2
Domestic Incidents	0	1	0	1	2	0	0	0	0	0	0	0	4
Drug Related Activity	1	2	1	2	1	0	0	0	0	0	0	0	7
Harassment	3	3	5	3	2	0	0	0	0	0	0	0	16
Larceny	0	1	0	0	8	0	0	0	0	0	0	0	9
Fingerprints	0	2	2	2	0	0	0	0	0	0	0	0	6
Fire	0	0	0	3	5	0	0	0	0	0	0	0	8
Property Lost / Found	1	1	1	3	7	0	0	0	0	0	0	0	13
Utilities	6	4	18	6	5	0	0	0	0	0	0	0	39
Miscellaneous	7	3	15	7	16	0	0	0	0	0	0	0	48
Mischief / Vandalism	3	0	2	0	2	0	0	0	0	0	0	0	7
Summons / Papers Served	4	3	0	2	3	0	0	0	0	0	0	0	12
Suspicious Activity	6	4	10	8	6	0	0	0	0	0	0	0	34
Trespass	3	0	1	0	2	0	0	0	0	0	0	0	6
Vehicles	9	11	7	13	9	0	0	0	0	0	0	0	49
MONTHLY TOTALS	130	123	140	125	175	0	0	0	0	0	0	0	693
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
D.W.I Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0

Parking Summons	27	14	6	5	16	0	0	0	0	0	0	0	68
Appearance Tickets	0	5	4	3	2	0	0	0	0	0	0	0	14
MONTHLY TOTALS	27	19	10	8	18	0	0	0	0	0	0	0	82

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
VEHICLE AND TRAFFIC TICKETS													
Speeding	7	18	19	26	29	0	0	0	0	0	0	0	99
Agg. Unlicensed	2	3	0	5	0	0	0	0	0	0	0	0	10
Stop Sign	3	2	5	6	9	0	0	0	0	0	0	0	25
Seat Belts	5	1	3	19	45	0	0	0	0	0	0	0	73
Cell / Text	8	2	0	0	0	0	0	0	0	0	0	0	10
Other	4	67	61	89	127	0	0	0	0	0	0	0	348
Parking	23	15	8	9	0	0	0	0	0	0	0	0	55
App Ticket	4	13	3	3	3	0	0	0	0	0	0	0	26
MONTHLY TOTALS	56	121	99	157	213	0	0	0	0	0	0	0	646

Town of Lewisboro Dog Park Proposal

presented Monday, June 11, 2018
to The Town Board, Lewisboro, New York

Outline

- Need
- Location/Design
- Sample Site
- Benefits
- Community Support
- Concerns
- Best Practices
- Supporting Documentation

Need

- Established Dog Ownership: In a township with 4,000 homes, over 1,300 (33% ratio) dog licenses are issued annually
- Accessibility: Closest Westchester dog park with full amenities (water, shade, seating, etc.) is 21 miles away the Town
- Lost Town Revenue: Lewisboro dog owners are paying visitor fees (\$100/year and up) at neighboring parks, including some in Connecticut
- Health & Safety Hazards: Dog owners are currently allowing their dogs off lead on Lewisboro Town properties and not cleaning up after them; not controlling them fully to prevent fights/bites
- Desirability: Research shows dog parks are the #2 most desired amenity for home buyers, and are especially popular with millenials





Location:

Possible Sites

Fox Valley

LES

Town Park

Leon Levy

Onatru

Ward Pound
Ridge



Possible sites



Existing sites



CT sites

Westchester County

Town of Lewisboro Proposed Dog Park sites

Location:

Possible Sites



Sample site @ Onatru Farm

Location
Sample



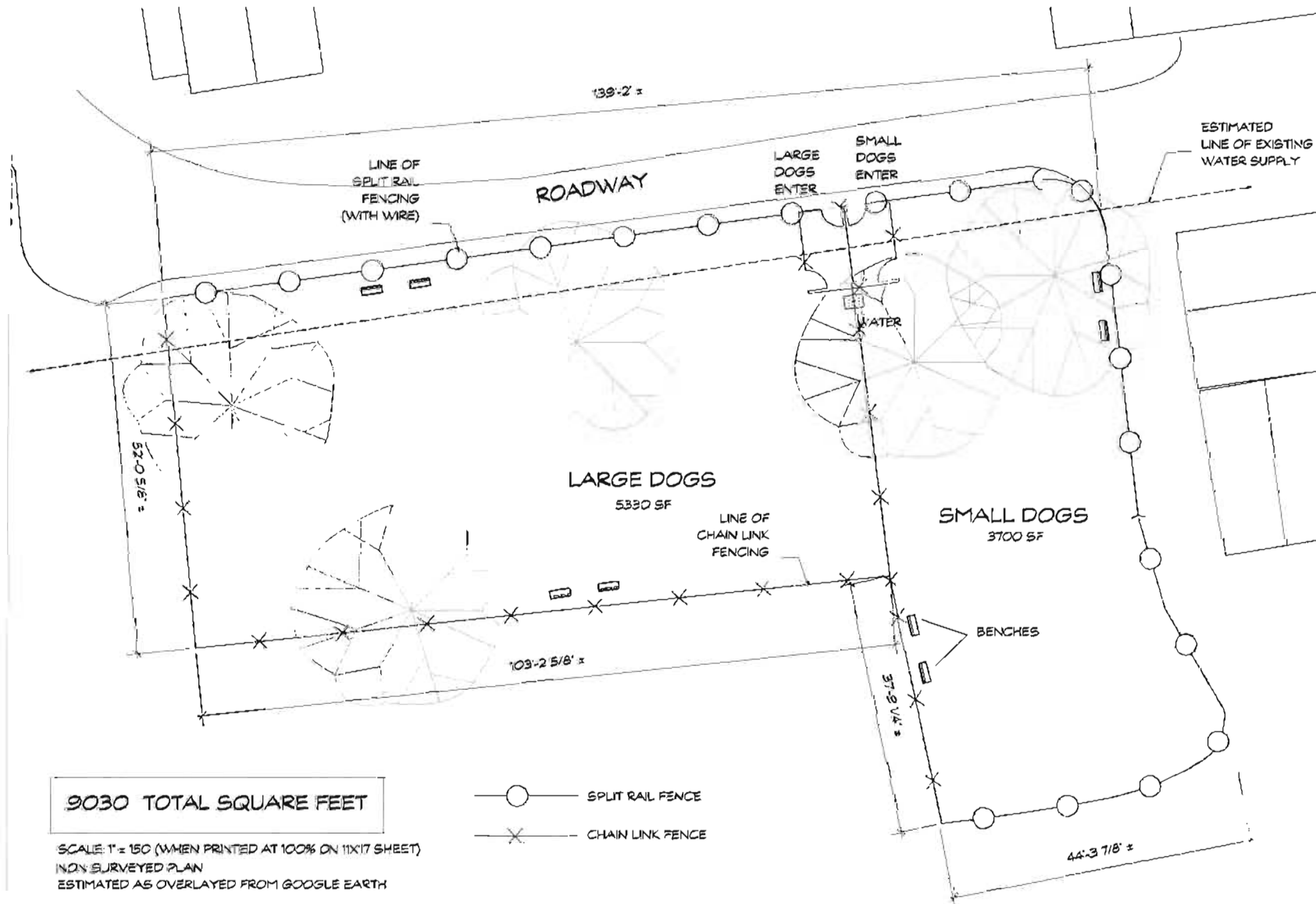
Sample site @ Onatru Farm (close-up)

Location
Sample



Based on sample site @ Onatru Farm

Design Sample



Benefits: Humans

Pet Owners & Community Members

- Offers attractive off-lead walking experience in the neighborhood
- Discourages prevalent off-lead walking in Lewisboro's public properties (Ward Pound Ridge, Onatru Farm, Leon Levy Preserve) averting potential insurance and health hazards
- Encourages cleaning up after one's dog
- Allows for community-building and bonding
- Creates a network of neighbors who share information, and may also help one another in during emergencies (storms, flooding, power outages, etc.)
- Has health benefits, especially for those who normally do not take their dogs out—both in terms of exercise and connection
- Offers a desirable feature for owners of the 1,300+ licensed dogs in the area and pet-owning home buyers interested in the area
- Offers an incentive for those pet owners without licenses to procure them, adding to the town's revenue
- With the inclusion of a bulletin board in the design, raises awareness about the Town's activities, offerings and opportunities, bringing additional community participation to the Town

Benefits: Town of Lewisboro

Town of Bedford Dog Run (<u>not</u> full amenity) - 2018	#	\$	TOTAL
Resident Passes	160*	\$50	\$8,000
Non-Resident Passes	38	\$175	\$6,650
TOTAL ACTUAL REVENUE			\$14,650

*represents 22% of licenses
issued

Town of Lewisboro Dog Park (full amenity) annual projection	#	\$	TOTAL
Resident Passes	295*	\$25	\$7,375
Non-Resident Passes	70	\$100	\$7,000
TOTAL PROJECTED REVENUE			\$14,375

*represents 22% of licenses
issued

Benefits: Town of Lewisboro

Town of Bedford Dog Run (<u>not</u> full amenity) - 2018	#	\$	TOTAL
Resident Passes	160*	\$50	\$8,000
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TOTAL ACTUAL REVENUE			\$14,650

*represents 22% of licenses
issued

Town of Lewisboro Dog Park (full amenity) annual projection	#	\$	TOTAL
Resident Passes	295*	\$50	\$14,750
Non-Resident Passes	70	\$175	\$12,250
TOTAL PROJECTED REVENUE			\$27,000

*represents 22% of licenses
issued

Annual Maintenance Budget Estimate

Item	#/type	\$	Total
Weekly Maintenance	156 hours (3 hrs/week)	\$35	\$5,460
Admin Town Clerk's Office	118 hours (2.25 hrs/week average)	\$33	\$3,894
Supplies	Garbage bags		Included in Town budget
Supplies	Doggie bags/ stickers		donated
Grounds Maintenance			Included in Town budget
Repairs	various		\$2,000
Contingency	add 10%		\$1,135
TOTAL			\$12,489
		SURPLUS	\$1,886-\$14,511

Benefits: Dogs

- Westchester dogs currently have few options for off-lead running and play
- Offers an unparalleled opportunity for socializing, which is critical to dog development and healthy dog-human interactions
- Provides an important service in helping the dogs exercise off lead; this has several benefits:
 - Reduces stress,
 - Calms aggressiveness
 - Helps eliminate destructive behaviors (especially due to boredom)
 - Aids in maintaining proper weight levels
- Provides an outlet for dogs who do not have fenced-in back yards to run free

Community Support

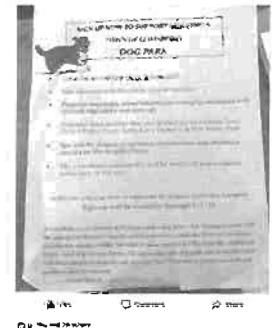
as of 6/2/18

- 135 Unique Statements of Support from Lewisboro residents/152 Total Supporters
 - 74 Signatures
 - 66 Facebook Likes
 - 12 Additional Emails of Support
- 15 Signatures of support from outside Lewisboro
 - Potential guest members?
- Recent front page Katonah-Lewisboro Times article
 - Coverage in issue of 4/5 a result of community response to dog "business" proposal coverage in issue of 3/15



JavaScript: Facebook
 1 Public Post
 Like
 Dislike Post
 Comment
 Retweet
 Share
 Print
 Email
 More

☐ Like
☒ Like/Dislike On Post
☐ Comment



The Katonah-Lewisboro Times

Superintendent tabs new middle school principal

Lewisboro community dog park proposal
Will be voted by Town Board on April 23

MAZZOLA

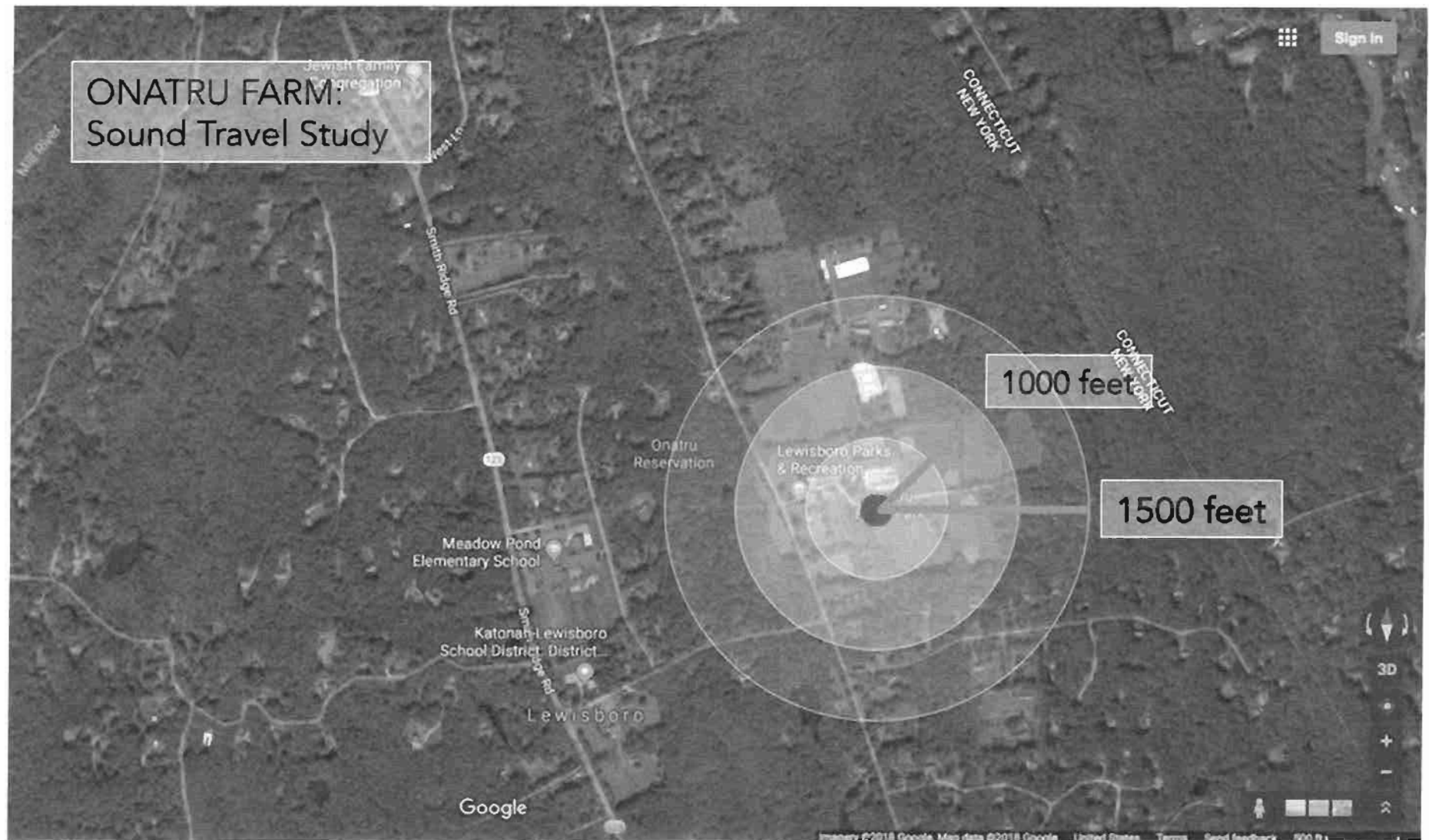
DOG

When you support the creation of a
**TOWN OF LEWISBORO
DOG PARK**

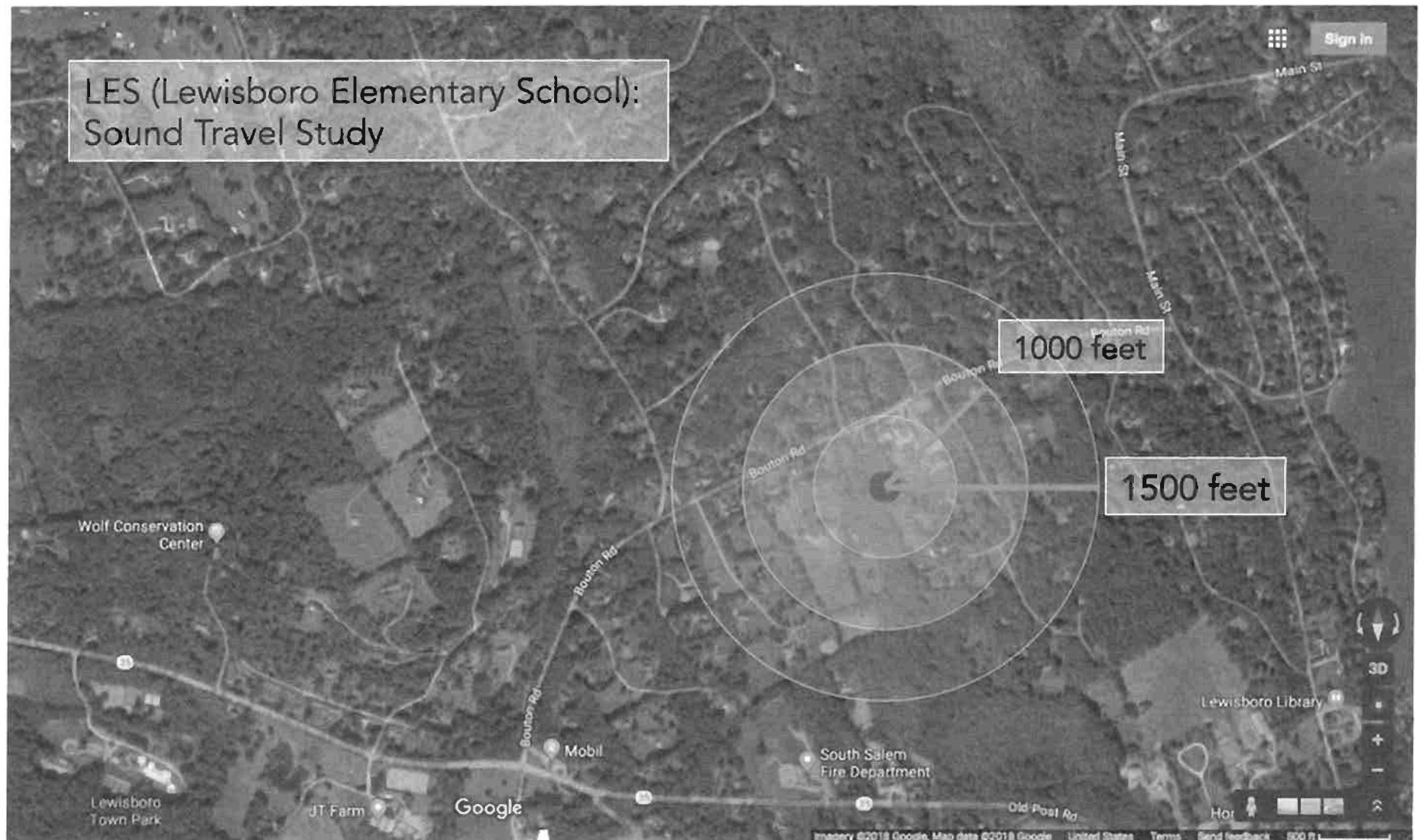
Please sign our petition to the
Town Board meeting this spring 2012!

Concerns/Responses

- Cost to build
 - Most park costs are covered through donated goods and services; typical contributors include local contractors, fencers, dog shelters, veterinarians and pet stores; could be an Eagle Scout project
- Water/Plumbing
 - Onatru and LES both have water supplies in place; other sites can be vetted for this feature, and how it might add to costs
- Cost to maintain
 - Please see budget sheet; maintenance of grass and grounds can still be provided as part of current contracts; donations from local vendors can be solicited for repairs and doggy bag supplies
- Insurance
 - None of the area's dog parks have found their municipalities' premiums significantly raised; dog parks are usually included in existing policies; a local broker from Arthur Gallagher (insurer of 25% of WC municipalities for the past 30 years) has never seen a dog park claim
- Parking
 - Many sites have ample parking within easy walking distance
- Noise levels
 - Please see accompanying illustration showing few homes would even be affected by the traveling sounds of barking
- Safety
 - Best practices and well-displayed policies will be in place to promote the safety of all participants; please see accompanying sample policies from another area dog park




A dog's bark averages 100 decibels, roughly the same level as a motorcycle; at 1000 feet, that reduces to about 37 decibels, the level of a babbling brook; at 1500 feet, to approximately 32 decibels, the level of a whisper.




A dog's bark averages 100 decibels, roughly the same level as a motorcycle; at 1000 feet, that reduces to about 37 decibels, the level of a babbling brook; at 1500 feet, to approximately 32 decibels, the level of a whisper.

Best Practices



Ossining Recreation & Parks Department
95 Broadway, Ossining, NY 10562
(914) 941-3189





OSSINING DOG PARK @ CEDAR LANE
Operating Hours: Park open from Dawn to Dusk

Dog Park Rules:

- To access the Ossining Dog Park all dogs must have a current/valid Dog Park Registration with tag provided by the Ossining Recreation & Parks Department. The Ossining Recreation & Parks Department reserves the right to restrict access to any dog that is found using the park without the proper tag/registration. Please contact the Recreation Office at 914-941-3189 with any questions regarding dog park registration.
- All dogs must wear properly fitted collars with Dog Park tag, ID tags and license(s) while in the park.
- Please watch your dog at all times. Do not leave your dog unattended.
- Dogs that are consistently violent will be banned from the park.
- You are legally responsible for all dogs and guests you bring into the park.
- In the event of injury, you are responsible for the damages your pet(s) or guest(s) cause.
- Children 12 or under must be supervised while in the park.
- All dogs must be properly licensed, inoculated and healthy.
- All male dogs over the age of 8 months and under the age of 10 years must be neutered.
- No dogs in heat are allowed in park.
- All dogs must be on-leash while in the parking lot. Please unleash your dog in the gated area before entering the park.
- Please do not use choke, prong or spike collars while in the park.
- Please carry your leash with you at all times.
- Please clean up after your dog using the bags and receptacles provided.
- Please fill in any holes your dog makes.
- No food permitted inside the park.
- No smoking inside the park.
- No littering. Please use the trash receptacles provided.

Non-compliance with these rules can result in expulsion from the Ossining Dog Park and temporary or permanent loss of park privileges. Please contact the Ossining Recreation & Parks Department to report any concerns, 914-941-3189.



- Clear rules & policies
- Good signage
- Easily accessible water & bowls
 - Prevents dehydration
 - Available to break up fights
- Two sides: for <25 lbs. and for >25 lbs.
- A double gate with separate entrances for each side
- Thoroughly fenced area, at least 5' high; reinforced bottom (e.g. plexiglass)
- Decomposed granite or other durable surface material vs. grass, if possible
- Provide group seating made from durable materials (aluminum, wood composite, etc.)
- Provide shaded areas
- Provide small waste disposal bags and lined trash cans on site

Security & Enforcement

(example)



- Provide dog tags and car stickers
- Install programmable, industrial digital lock (approx. \$1,100 one-time cost)
 - Weather-rated/Weatherproof
 - Supports up to 2,000 users with unique PIN codes
 - Easily re-programmable for new codes each year
 - Can be used with battery back-up
 - 500 Timed Schedule Capacity (can lock park dusk to dawn)
 - Audit Trail with Time/Date stamp for added security
 - Auto lock-out after 3 failed attempts
 - Can easily revoke passes for those who share their key code by deactivating only one code

PEEKSKILL DOG PARK

Peekskill

WHY YOU SHOULD GO: With separate areas for big and small pups, this wood chip-lined dog park ticks off all the boxes for pet owners. Along with many shade trees, benches, and a plastic bag dispenser, there are also hydrants in both runs so dogs can take a drink. But the best part just might be the parking—there's plenty of it.

KEEP IN MIND: Though wood chips make for softer landings when dogs race and tumble, they can also get muddy when the ground gets wet.

DETAILS: 1785 Main St., Peekskill. For more information, call 914-734-7276.

OSSINING DOG PARK

Ossining

WHY YOU SHOULD GO: Folks who live in northern Westchester will enjoy this fully enclosed dog park, located within Cedar Lane Park and open from dawn till dusk. Situated on roughly 1 acre, it has dedicated runs for large and small dogs. Benches, tables, and a few donated doggie toys make relaxing here easy, whether you have four legs or two. And as the weather turns cooler, dog owners can step out of the wind and warm up in the small shelter and information area right on the property.

KEEP IN MIND: To use this dog park you'll need a dog park pass from the Ossining Recreation and Parks Department. The fee is \$16 for residents, \$25 for non-residents. There's usually a portable bathroom in the park's parking lot as well as waste bags on site. Be sure to drive carefully—the road that approaches the run is a single car wide. And as at most dog runs, don't use a choke collar or one with prongs while inside the park.

DETAILS: 235 Cedar Ln., Ossining. For more information, call 914-941-3180.



BARK PARK

White Plains

WHY YOU SHOULD GO: Big and little dogs alike have lots of space to roam at Bark Park, a doggie recreation area spread over more than 14,000 square feet. This property has two separate areas for pups to explore, as well as water fountains for both canines and humans. And the gravel surface means less dirt may end up in your car and home.

KEEP IN MIND: There's no charge to use this park, but pets who visit it, as well as the other parks on this list, must be vaccinated and licensed. And if you happen to be single, consider this location on Friday evenings. Per the Bark Park Facebook page, there's a singles meet-up each Friday after work!

DETAILS: Brockway Pl., White Plains. For more information, call 914-422-1300.

WARD POUND RIDGE RESERVATION

Pound Ridge

WHY YOU SHOULD GO: Originally part of Cortlandt Manor, this reservation is home to a biodiversity reserve and, at more than 4,000 acres, is the county's largest park. Your dog will love dashing along the 4.6-mile rock trail, which skirts a boulder that has a bear image carved in it by Native Americans long ago.

KEEP IN MIND: You don't need a county park pass to enter, though it does help to reduce the parking fee (\$5 with a park pass, \$10 without). Pets must be leashed on this property. Dogs aren't allowed in the picnic areas.

DETAILS: On Rt. 121 S., close to the intersection of Rt. 35, Cross River. For more information, call 914-864-7377.

Why Walking Your Dog Helps Your Health

You know your dog needs enough exercise to stay healthy and entertained, but rather than letting him out the back door to run and play, why not grab your sneakers and join him?

Ari J. Paley, MD, a cardiologist with Maple Medical and White Plains Hospital, is a big fan of walking a dog for exercise and good health. "Dogs are actually nature's perfect personal trainers—loyal, hardworking, energetic, and enthusiastic," he says.



There's also solid science behind the benefits of walking your dog. Researchers at Michigan State University found that dog owners are 34 percent more likely to exercise 150 minutes a week than those without fur babies.

Here's what you need to know.

It's heartening exercise. Walking your dog every day has been proven to increase cardiovascular fitness by reducing obesity and boosting muscle power and endurance," explains Dr. Paley. Specifically, you might reduce your risk of developing coronary artery disease, high blood pressure, high cholesterol, strokes, Type 2 diabetes, osteoporosis, and even some cancers.

It helps you stay on an exercise schedule. The World Health Organization recommends 30 minutes of moderate to intense exercise five days every week—and Dr. Paley suggests the same with a dog. As for



timing your workouts, choose what's best for you. "There are different ways to go about it—you may pick a 10-minute morning walk and then a 20-minute romp at the dog park after work," he says. Or three 10-minute walks might work better. But whatever

you do, strive to create a routine. "If dog walking is scheduled, you'll feel more responsible for sticking with it and your dog will get used to it and even remind you when it's time to go out," he adds.

It's a great stress buster. Truth: Walking your dog is almost as beneficial as a day at the spa. "Dog walking can reduce the physiological indicators of stress, including high blood pressure. And the nonjudgmental companionship and unconditional love offered by pets has considerable mental health benefits for owners. Including increased self-esteem and reduced incidence of depression," says Dr. Paley.

It helps you be more social. Getting out with your dog may also widen your circle of friends. "People who walk their dogs are seen by others as friendly and approachable, and this activity allows you to meet new people in a casual setting," Dr. Paley says.

Supporting Documentation

WP HOSPITAL MAGAZINE FALL 2017 ISSUE

<http://www.doodycalls.com/blog/ten-tips-for-planning-and-building-a-dog-park-in-your-co>

<https://patch.com/new-york/scarsdale/every-dog-has-its-day-not-yet-scarsdale>

<http://realtormag.realtor.org/home-and-design/feature/article/2016/01/power-pets>

<https://www.nar.realtor/sites/default/files/reports/2017/2017-remodeling-impact-animals-ir-homes-02-13-2017.pdf>

<http://www.westondogpark.org/why-a-dog-park.html>

<https://www.realtor.com/advice/buy/neighborhood-features-ranked/>

<https://www.mediapost.com/publications/article/314814/millennials-are-obsessed-with-pe>

<http://time.com/money/4876151/millennials-homes-dogs-children-marriages>

<https://www.nbcnews.com/business/real-estate/one-big-reason-millennials-are-buying-hon-n790921>

Town of Lewisboro Dog Park Proposal

Contact info:

Ariane Brandt

ari@coachingny.com

Prepared with the help of Jean Dalton

**ACKNOWLEDGMENT
COOPERATIVE AGREEMENTS FY 2019 - 2021**

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

On this (1) _____ day of (2) _____, 20 (3) _____,
before me personally came (4) _____ to
me known, and known to me to be the (5) _____ of
(6) _____, the municipal corporation
described in and which executed the within instrument, who being by duly sworn did
depose and say that (he)(she), the said (7) _____,
resides at (8) _____,
and that (he)(she) is the (9) _____ of said
municipal corporation and knows the corporate seal of the said municipal corporation;
that the seal affixed to the within instrument is such corporate seal and that it was so
affixed by order of the said municipal corporation, and that (he)(she) signed (his)(her)
name thereto by like order.

(10) _____
(Notary Public, Westchester County)

INSTRUCTIONS:

1. Day
2. Month
3. Year
4. Name of local chief executive who signed Cooperation Agreement
5. Title of local chief executive who appears in (4)

6. Name of Municipality
7. Name of local chief executive
8. Address of local chief executive
9. Title of local chief executive
10. Signature and stamp of Notary Public

Revised 2/22/2018

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

1. Name of local official other than the local chief executive who signed the Cooperation agreement, i.e., Village Clerk, Treasurer
2. Title of person whose name appears in (1)

3. Name of Municipality
4. Name of person who signed Cooperation Agreement
5. Title of person in (4)
6. Name of Municipality
7. Signature of person in (1)
8. Seal of the Municipality

Revised 2/22/2018

S:\CDBG\Cooperation Agreements\Cooperation Agreement Certificate of Authority FY 2019-2021.doc

**NOTARIZATION
COOPERATION AGREEMENTS FY 2019- 2021**

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

On this (9) _____ day of (10) _____, 20 (11) _____,
before me came (12) _____, to me known, and known
to me to be the (13) _____ of
(14) _____, the municipal described in and which
executed the above certificate, who being by me duly sworn did depose and say that
(he)(she), the said (15) _____, resides at
(16) _____,
and that (he)(she) is (17) _____ of said
municipality and knows the seal of said municipality; that the seal affixed to the above
certificate is such municipal seal and that it was so affixed by the order of the
(18) _____ of said municipality, and
that (he) (she) sign (his)(her) name thereto by like order.

(19) _____
Notary Public, Westchester County

INSTRUCTIONS:

9. Day
10. Month
11. Year
12. Name of person in (1) (preceding page - Certificate of Authority)
13. Title of person in (1)

14. Name of Municipality
15. Title of person in (1)
16. Address of person in (1)
17. Title of person in (1)
18. Governing body, example, Village Board, Town Board of Council, City Council
19. Notarization

Revised 2/22/2018

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URBAN COUNTY COOPERATION AGREEMENT – FY 2019 - 2021

This Cooperation Agreement entered into this (1) _____ day of (2) _____, 20 (3) _____, between the County of Westchester (the "County") and (4) _____ (the "Cooperating Municipality") **WITNESSETH:**

WHEREAS, the County may qualify as an applicant under Title I of the Housing and Community Development Act of 1974, as amended, (the "Act") by entering into cooperation agreements with municipalities having a combined population of at least two hundred thousand which agree to undertake essential community development and housing assistance activities pursuant to the Act; and

WHEREAS, on (5) _____, 20 (6) _____, the governing body of the Cooperating Municipality adopted Resolution # (7) _____ authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

WHEREAS, on _____, the Board of Legislators of Westchester County adopted Resolution # _____, authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

WHEREAS, this Agreement covers the Community Development Block Grant ("CDBG") Entitlement Program, the HOME ("HOME") Investment Partnership Program, and the Emergency Solutions Grant ("ESG") Program (collectively the "Grants") authorized under Title II of the National Affordable Housing Act of 1990 as amended; and

NOW, THEREFORE, IT IS AGREED BETWEEN THE COUNTY AND THE COOPERATING MUNICIPALITY AS FOLLOWS:

1. The County and the Cooperating Municipality will cooperate in developing a Community Development Program and application for Grants which will be designed primarily for the purpose of meeting the priority needs and objectives of the participating localities based upon an inventory of housing and community development needs developed mutually by local and County officials, and the County will have the authority to carry out activities which will be funded from annual Grants for Federal Fiscal Years 2019 - 2021 appropriations and from incomes generated from the expenditure of such funds, including such additional time as may be required for the expenditure of such funds granted by the County to the Cooperating Municipality.
1. The County and Cooperating Municipality will cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
1. Nothing contained in this Agreement shall be construed as permitting either party to veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for selecting activities and annually filing the Consolidated Plan - Action Plan to the United States Department of Housing and Urban Development ("HUD").
1. If any application for housing assistance payments by private developers is referred to the County for review and comment, the County will immediately refer such application to the Chief Executive Officer of the affected participating municipality for review. If the local Chief Executive Officer finds that such proposal is not consistent with the portions of the Urban County Consolidated Plan pertinent to his locality, he shall inform the County Executive thereof.
1. Pursuant to 24 CFR 570.501(b), the Cooperating Municipality is subject to the same

requirements applicable to subrecipients, including the requirement of a written agreement set forth in CFR 570.503.

1. The County and Cooperating Municipality will take all required action to comply with the provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Americans with Disabilities Act of 1990 to assure compliance with the certification required by Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws (the "Acts"). Accordingly, the Cooperating Municipality agrees to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the Cooperating Municipality pursuant to said Grants. Further, the County is prohibited from expending Urban County funding for activities in or in support of any local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certifications. In addition, the Cooperating Municipality agrees to indemnify and hold the County harmless against all losses, damages, penalties, settlements, costs, charges, fees, and other expenses or liabilities relating to or arising out of the failure of the Cooperating Municipality to comply with the Acts, the rules and regulations thereunder, and the undertakings and assurances in said application form.
1. The County of Westchester is authorized to enter into contracts and do whatever else may be necessary to receive and expend the Grants and to employ such personnel for such purpose as may be necessary.
1. The Cooperating Municipality will inform the County of any income generated by the expenditure of CDBG funds. Any such program income must be paid to the County or may be retained by the Cooperating Municipality subject to contractual agreement, with approval of the County. Any program income retained by the Cooperating Municipality may only be used for eligible activities in accordance with all the Grants requirements, as may apply.
1. The County has the responsibility for monitoring and reporting to HUD on the use of such program income, therefore requiring appropriate recordkeeping and reporting by the Cooperating Municipality as may be needed for the purpose.
1. In the event of closeout or change in the status of the Cooperating Municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
1. With regards to the acquisition or improvement of real property acquired or improved, in whole or in part, with CDBG or HOME funds, the Cooperating Municipality will notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement needing disposition.
1. The Cooperating Municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under the Grants' regulations; and
1. Program income created from the disposition or transfer of property acquired in whole or in part with CDBG or HOME funds prior to or subsequent to the closeout, change of status, or termination of the Cooperation Agreement between the County and the Cooperating Municipality shall be paid to the County.
1. The Cooperating Municipality has adopted and is enforcing:
 - I. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
and

- I. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
1. If the Cooperating Municipality accepts any Grants through the County, the Cooperating Municipality agrees to abide by the County's Discretionary Funding Policy, as adopted in January 2012.

1. By executing this Agreement, the Cooperating Municipality may not (a) apply for grants under the small cities or State CDBG programs for appropriations for the fiscal years covered by the Agreement; or (b) participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation. This does not preclude the County or Cooperation Municipality from applying to the State for ESG funds, if the state allows.
1. The Cooperating Municipality may not sell, trade, or otherwise transfer all or any portion of the Grants to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
1. This Agreement shall remain in full force and effect during the three program years covered by each three-year application and until the Grants and income received with respect to the three year qualification period are expended and the funded activities completed, Fiscal Year 2019 - 2021, provided such application is approved by HUD and provided it is not otherwise terminated pursuant to the requirements of eligibility under federal law. If the application is not approved by HUD, this Agreement shall automatically terminate. Neither the County nor the Cooperating Municipality may terminate or withdraw from this Agreement while it remains in effect.
1. 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. With respect to automatic renewal periods, the County shall notify the Cooperating Municipality in writing by the date specified in HUD's Urban County Qualification Notice for the next qualification period of the Cooperating Municipality's right not to participate in the new qualification period. The County shall send a copy of the notice to the Cooperating Municipality to the HUD Field Office by the date specified in the urban county qualification schedule.
1. The County and the Cooperating Municipality shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice, and that failure to comply shall void the automatic renewal for such qualification period.

THE COUNTY OF WESTCHESTER

by (11) _____
County Executive

COOPERATING MUNICIPALITY

by (12) _____
Chief Executive

SEAL:

(13)

Revised 4/6/2018

INSTRUCTIONS FOR COOPERATION AGREEMENTS
FY 2012 - 2014

1. Day
2. Month
3. Year
4. Name of Municipality
5. Month/Day Governing Board Adopted Resolution
6. Year Governing Board Adopted Resolution
7. Number of the Resolution Adopted by Governing Board
8. To Be Filled In by Westchester County
9. To Be Filled In by Westchester County
10. To Be Filled In by Westchester County
11. To Be Signed by Westchester County
12. To Be Signed by Authorized Municipal Official
13. Official Seal of Municipality

ADOPTED: _____

Mr. (1) _____ offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE (2) _____
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR
THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM.**

WHEREAS, the Secretary of Housing and Urban Development of the United States is authorized, under Title I of the Housing and Community Development Act of 1974 as amended, and Title II of the National Affordable Housing Act of 1990, as amended, to make grants to states and other units of general local government to help finance Community Development Programs; and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more municipal corporations, to apply for, accept and expend funds made available by the federal government, either directly or through the State, pursuant to the provisions of any Federal law which is not inconsistent with the statutes or constitution of this State, in order to administer, conduct or participate with the Federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

WHEREAS, the Community Development Act of 1974 as amended, Title II of the National Affordable Housing Act of 1990, as amended, and any "Eligible Activities" thereunder are not inconsistent with the statutes or Constitution of the State; and

WHEREAS, a number of municipalities have requested Westchester's participation, and the County of Westchester has determined that it is desirable and in the public interest that it make application for Community Development Block Grant funds and HOME funds as an Urban County; and

WHEREAS, participation by the County of Westchester as an Urban County in the Community Development Program requires that the (3) _____ and the County of Westchester cooperate in undertaking, or assisting in undertaking, essential community development and housing activities, specifically those activities authorized by statutes enacted pursuant to Article 18 of the New York State Constitution.

WHEREAS, this Board deems it to be in the public interest for the (4) _____ to enter into a Cooperation Agreement with the County of Westchester for the aforesaid purposes.

NOW, THEREFORE, BE IT

RESOLVED, that (5) _____ be and hereby is authorized to execute a Cooperation Agreement between the (6) _____ and the County of Westchester for the purposes of undertaking a Community Development Program pursuant to the Housing and

Community development Act of 1974 as amended and Title II of the National Affordable Housing Act of 1990, as amended.

The foregoing resolution was adopted upon roll call as follows:

AYES: (7) _____

NOES: (8) _____

Certified by: (9) _____

**INSTRUCTIONS FOR RESOLUTION
COOPERATION AGREEMENTS FY 2019-2021**

1. Name of Governing Board Member Offering Resolution.
2. Name of Municipality
3. Name of Municipality
4. Name of Municipality.
5. Name of Person/Title of Person Authorized to Sign Cooperation Agreement
6. Name of Municipality
7. Name of Governing Board Members Voting Aye
8. Name of Governing Board Members Voting No
9. Certification by Clerk

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At an IAS Term of the Supreme Court of the
State of New York held in and for the
County of Westchester, at 111 Martin
Luther King, Jr. Blvd., White Plains, New
York on the day of 2018.

PRESENT:

HON. BRUCE E. TOLBERT,

Justice.

-----X
In the Matter of the Application of

RALPH FELICE & WALDIE GULLEN

Petitioner,

-against-

**CONSENT
JUDGMENT**

Index Nos.
66083/12, 66753/13
67424/14, 68223/15
64201/16, 67309/17

**THE ASSESSOR AND BOARD OF ASSESSMENT
REVIEW OF THE TOWN OF LEWISBORO AND THE
TOWN OF LEWISBORO**

Respondents,

**For a Review of Tax Assessments under
Article 7 of the Real Property Tax Law.**
-----X

The above petitioner having heretofore served and filed the Petition and Notice to review the tax assessment fixed by the Town of Lewisboro for the assessment years 2012, 2013, 2014, 2015, 2016 and 2017 upon certain real property located at 788 Route 35 and designated as Parcel 10533-028-0018 on the Official Assessment Map of the Town of Lewisboro, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by William Yurus, Esq., and the respondents having appeared by Counsel to the Town of Lewisboro, and the Parties having made their settlement, it is

ORDERED, ADJUDGED AND DECREED, that the assessment Parcel 10533-028-0018 be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment Year	Tax Year	Reduced From	Reduced To	Reduction
2012	2013	67,500	47,900	19,600
2013	2014	67,500	52,574	14,926
2014	2015	67,500	52,428	15,072
2015	2016	67,500	59,400	8,100
2016	2017	67,500	59,400	8,100
2017	2018	67,500	59,400	8,100

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petitioner by the **Town of Lewisboro** the amount of Town taxes paid by the petitioner as taxes against the said erroneous assessments made in the aforesaid years in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petitioner by the **Katonah-Lewisboro Union Free School District** the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments made in the aforesaid years in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the County Legislators of the **County of Westchester**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York, provided, however, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further

ORDERED, ADJUDGED AND DECREED, that the Commissioner of Finance of **Westchester County** be served with a copy of this judgment, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds hereinabove directed to be made by respondent, the Town of Lewisboro and/or any of the various taxing authorities, be made by check or draft payable to the order of William Yurus, Esq., as attorney for the petitioner, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law Section 475 and it is further

ORDERED, ADJUDGED AND DECREED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above -entitled proceedings be and the same are settled and discontinued.

ORDERED, ADJUDGED AND DECREED, that subject to Real Property Tax Law § 727, the Petitioner on behalf of itself and its successors or assigns agrees to waive and forego the right to challenge the property assessment on the **TOWN OF LEWISBORO** Assessment Rolls for three years succeeding the above-stated reductions; provided that said assessment does not increase above the amount to which it was reduced in the above-stated reductions.

ENTER,


HON. BRUCE E. TOLBERT, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

Respondent for Town of Lewisboro

Respondent for Lewisboro-Katonah
School District

Respondent for County of Westchester



William Yures, Esq.
Attorney for Petitioner
25 Broadway, Suite 102
Pleasantville NY 10570
(914) 449-6744

At an IAS Term of the Supreme Court of the
State of New York held in and for the
County of Westchester, at 111 Martin
Luther King, Jr. Blvd., White Plains, New
York on the day of 2018.

PRESENT:

HON. BRUCE E. TOLBERT,

Justice.

-----X
In the Matter of the Application of

RALPH FELICE & WALDIE GULLEN

Petitioner,

-against-

**CONSENT
JUDGMENT**

Index Nos.
66082/12, 66752/13,
67423/14, 68221/15,
64200/16, 67308/17

**THE ASSESSOR AND BOARD OF ASSESSMENT
REVIEW OF THE TOWN OF LEWISBORO AND THE
TOWN OF LEWISBORO**

Respondents,

**For a Review of Tax Assessments under
Article 7 of the Real Property Tax Law.**
-----X

The above petitioner having heretofore served and filed the Petition and Notice to review the tax assessment fixed by the Town of Lewisboro for the assessment years 2012, 2013, 2014, 2015, 2016 and 2017 upon certain real property located at 759 Route 35 and designated as Parcel 10530-004-0017 on the Official Assessment Map of the Town of Lewisboro, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by William Yurus, Esq., and the respondents having appeared by Counsel to the Town of Lewisboro, and the Parties having made their settlement, it is

ORDERED, ADJUDGED AND DECREED, that the assessment Parcel 10530-004-0017 be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment Year	City Tax Year	Reduced From	Reduced To	Reduction
2012	2013	44,800	28,143	16,657
2013	2014	44,800	29,810	14,990
2014	2015	44,800	30,840	13,960
2015	2016	44,800	44,500	300
2016	2017	44,800	44,500	300
2017	2018	44,800	44,500	300

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petitioner by the **Town of Lewisboro** the amount of town taxes paid by the petitioner as taxes against the said erroneous assessments made in the aforesaid years in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petitioner by the **Katonah-Lewisboro Union Free School District** the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments made in the aforesaid years in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the County Legislators of the **County of Westchester**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York, provided, however, interest shall be waived in the event that payment is made

within sixty (60) days from the date of service of this Order with notice of entry, and it is further

ORDERED, ADJUDGED AND DECREED, that the Commissioner of Finance of **Westchester County** be served with a copy of this judgment, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds hereinabove directed to be made by respondent, the Town of Lewisboro and/or any of the various taxing authorities, be made by check or draft payable to the order of William Yurus, Esq., as attorney for the petitioner, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law Section 475 and it is further

ORDERED, ADJUDGED AND DECREED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above -entitled proceedings be and the same are settled and discontinued.

ORDERED, ADJUDGED AND DECREED, that subject to Real Property Tax Law § 727, the Petitioner on behalf of itself and its successors or assigns agrees to waive and forego the right to challenge the property assessment on the **TOWN OF LEWISBORO** Assessment Rolls for three years succeeding the above-stated reductions; provided that said assessment does not increase above amount to which it was reduced in the above-stated reductions.

ORDERED, ADJUDGED AND DECREED, that subject to Real Property Tax Law § 727, the Petitioner on behalf of itself and its successors or assigns agrees to waive and forego the right to challenge the property assessment on the **TOWN OF LEWISBORO** Assessment Rolls for three years succeeding the above-stated reductions; provided that said assessment does not increase above the amount to which it was reduced in the above-stated reductions.

ENTER,

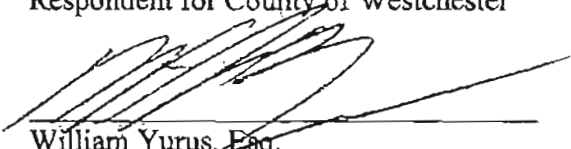
HON. BRUCE E. TOLBERT, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

Respondent for Town of Lewisboro

Respondent for Lewisboro-Katonah
School District

Respondent for County of Westchester



William Yurus, Esq.
Attorney for Petitioner
25 Broadway, Suite 102
Pleasantville NY 10570
(914) 449-6744



BUS LEASE AGREEMENT-SCHOOL YEAR 2018-2019

The Katonah-Lewisboro School District agrees to lease to the Town of Lewisboro Park and Recreation

Department, school buses as required for the Park and Recreation Program for 2018-2019.

Following are conditions and lease stipulations covering the lease:

- Buses are solely for transportation requirements necessary to conduct the above Park and Recreation Program.
- The length of this agreement shall be from July 1, 2018 through June 30, 2019.
- The Town of Lewisboro Park and Recreation Department will provide and pay certified bus drivers who must also be approved by the Katonah-Lewisboro School District.
- Conduct on buses shall be maintained to meet rules currently in effect on school buses used for regular school transportation. Loading of school buses shall not exceed the maximum seating capacity by law or regulation. Drivers and Counselors shall be responsible for maintaining order on buses at all times.
- All damages incurred as a result of vandalism, mischief, or any other action other than normal wear and tear shall be paid for by the Town of Lewisboro Park and Recreation Department. Wear and tear shall be defined as those types of wear which results from the use of a vehicle in normal operation associated with transporting children. It shall not include damage as a result of improper use, vandalism or malicious mischief.
- The Town of Lewisboro Park and Recreation Department agrees to keep in force during the period of this agreement a Certificate of Insurance showing General Liability, Excess Liability, Worker's compensation and Employers' Liability in amounts agreeable to the Katonah-Lewisboro School District. In no event shall the Liability Insurance is less than \$1,000,000.00.
- The Town of Lewisboro Park and Recreation Department agrees to furnish all gasoline and diesel fuel.
- The Katonah-Lewisboro School District agrees to provide all the necessary maintenance service to be responsible for providing needed road service in the event of a breakdown. For purposes of this agreement, the maintenance service to be

provided shall be the normal and usual service that the vehicles require.

- Charges for use of school buses shall be as follows:
 - There is a charge of \$700.00 per vehicle used by the Summer Camp Program during the months of July and August for the Town of Lewisboro Park and Recreation Department. These Buses are used on a daily basis while Camp is in session.
 - Additional buses needed for activities that are not included in the daily running of the Camp Program will be charged at \$75.00 per day for the duration of the agreement.

It is the intent of this lease to provide a basic guide to cover rules of use and charges that may be incurred in the operation of a transportation system, for the Park and Recreation Program. It is expected that both parties shall not preclude the right of either party to cancel such contract if in the opinion a continuation of such Contract might prove detrimental to the safety and welfare of children involved in the program.

KATONAH-LEWISBORO SCHOOL
DISTRICT

BY:

TOWN OF LEWISBORO PARK AND
RECREATION DEPARTMENT

BY:

Date: _____