TOWN OF LEWISBORO
TOWN BOARD MEETING
AGENDA
TOWN HOUSE
MONDAY, JUNE 25, 2018
7:30 P.M.

PUBLIC HEARING Regarding Dog Training and Exercising

PUBLIC COMMENT

COMMUNICATIONS

Proclamation for Eagle Scout Lucas Fink

Westchester County Eco Award

Cross River Cell Tower

CONSENT AGENDA

Approval of Minutes of June 11, 2018

NEW BUSINESS

1. **Resolution Approving JJHS Football Team Raffle at Annual Fireworks Spectacular**
2. **Discussion Regarding Food Trucks**
3. **Discussion Regarding Auction Terms for Foreclosed Properties**
4. **Resolution Approving Risk Reduced Enhanced Response (RRER) Agreement and Authorizing Supervisor to Sign**
5. **Resolution Approving KLSD Salt/Fuel and Facilities Agreement Amendments and Authorizing Supervisor to Sign**
6. **Discussion Regarding Section 220-26(F)(5) of Town Zoning Code**
7. **Resolution Approving Communities Go Green Textile Program and Authorizing Supervisor to Sign Agreement**

OLD BUSINESS

1. **Highway Road Paving Plans for 2018 – Highway Superintendent Peter Ripperger**
2. **Resolution Approving Cell Tower Monroe Balancing Test**
3. **Discussion Regarding Reusable Bag Law**
4. **Discussion of Capital Plans for Parks & Recreation Department**
5. **Discussion of SALT**

APPROVAL OF CLAIMS

POLLING OF THE BOARD

ANNOUNCEMENTS

- **Town Board Meeting Monday, July 9, 2018 at 7:30 p.m. at the Town House, 11 Main Street, South Salem**
- **Amended July and August Town Board Meeting Schedules**

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.

KEANE & BEANE P.C.
ATTORNEYS AT LAW

Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868

Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

JUDSON K. SIEBERT
Principal Member
jsiebert@kblaw.com

June 20, 2018

VIA EMAIL AND FIRST-CLASS MAIL

Honorable Peter Parsons
and Members of the Town Board
Town of Lewisboro
Town House
11 Main Street
South Salem, New York 10590

Re: Monroe Balancing Test -
Proposed Wireless Telecommunications Facility
779 Route 35, Cross River, New York

Dear Supervisor Parsons and Members of the Town Board:

I write on behalf of the Planning Board of the Town of Lewisboro (the "Planning Board") concerning the above-referenced project and the "Monroe" analysis being undertaken by the Town Board. The Planning Board discussed this matter at its June 19, 2018 meeting, and submits the following comments for the Town Board's consideration.

The Planning Board stands ready to assist the Town Board, and lend the benefits of its past experience reviewing wireless telecommunication facilities, should this project be deemed exempt from local zoning regulations.

The Planning Board further asks the Town Board to consider the following points with regard to the proposed facility:

- Has the Katonah Lewisboro School District ("KLSD") definitively advised the Town of Lewisboro and/or the project proponent that wireless facilities cannot be placed on KLSD grounds in Cross River?

- Will the proposed facility on the LVAC premises in Cross River provide wireless coverage at or in the environs of the intersection of Routes 138 and 121?

KEANE & BEANE P.C.
ATTORNEYS AT LAW

- Proper consideration must be given to the impact of the proposed facility upon the historic and "Town gateway" attributes of the Cross River location.

Again, the Planning Board is prepared to provide further input and assistance in the event the Town Board, upon an application of the "Monroe" test, determines this project is immune from zoning requirements.

On behalf of the Planning Board, I thank the Town Board for consideration of these points.

Respectfully submitted,

Judson K. Siebert

JKS/lt

cc: Planning Board Members
Ms. Ciorsdan Conran

1217/03/636557v1 6/20/18

TOWN OF LEWISBORO

LOCAL LAW NUMBER __-2018 OF THE TOWN OF LEWISBORO

AMENDMENT TO CHAPTER 220, SECTIONS 220-23(A)(20) and 220-43.6
OF THE LEWISBORO TOWN CODE

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

Section 1. Chapter 220, Section 220-23(A), entitled "Schedule of regulations for residential districts" is hereby amended to add subsection (20) to read as follows:

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

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

(20) *Dog training and exercising.

Section 2. Chapter 220, Section 220-43.6 entitled "Dog training and exercising" is hereby enacted to read as follows:

§ 220-43.6. Dog training and exercising.

Dog training and exercising 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 shall be not less than fifty (50) acres.

C. Setbacks. Such use shall be set back at least fifty (50) feet from the property lines, or at such increased distance as determined by the Planning Board.

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 that a if in residence districts, except where determined by the approving agency lesser width or no buffer will meet the purpose of this requirement, such as natural buffers already exist.

E. Fencing. Fencing shall be erected in a manner that contains the dogs within the lot.

F. Number of dogs. Not more than one (1) dog per acre of land shall be trained or exercised on the property at any one time. Not more than eight (8) dogs shall be trained or exercised by a single handler at any one time.

G. Limitation. Dogs shall not be caged, boarded, kenneled, tethered or kept overnight on the property.

H. Waste. Dog waste shall be picked up daily and removed from the property for proper disposal.

I. Leash. Any dog not capable of being controlled and restrained by the handler's voice commands shall remain on a leash at all times.

J. Barking. Habitually barking dogs shall not be allowed to be trained or exercised on the property.

K. 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 3. 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 4. 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

Mary Hafter

From: Lori Ensinger <lori@westchesterlandtrust.org>
Sent: Friday, June 08, 2018 12:06 PM
To: supervisor@somersny.com; 'Mary Hafter' (benefits@lewisborogov.com); finance@lewisborogov.com
Cc: Lori Ensinger; Tate Bushell
Subject: Active Dog--additional concerns reported by Westchester Land Trust
Attachments: letter_re_Active_Dog.pdf

Importance: High

To: Supervisor Parsons and Members of the Lewisboro Town Board

- I am following up on the December 2017 letter (attached) that we sent to the Lewisboro Zoning Board in regard to the application for Active Dog to take ownership of a property on Smith Ridge Road, to be managed as a private dog run/training facility. Westchester Land Trust owns an adjacent property, known as the Schuberthan Preserve, which we manage as a nature preserve. This preserve does not currently have a trail, but it may in the future, and WLT regularly sends staff to all of our preserves to monitor and maintain them. We are sending this follow-up because the situation with Active Dog has worsened since we wrote the 2017 letter, and we felt you should be aware of it.
- Active Dog had been sending and continues to send their employees (dog walkers) to, among other locations, the Westchester Wilderness Walk/Zofnass Family Preserve, which is located on Upper Shad Road in Pound Ridge. This 125 acre preserve, with 7 miles of trails, is owned and managed by Westchester Land Trust, for the enjoyment of the public. The preserve regulations (including dogs needing to be leashed at all times) are clearly posted at the entrance to the preserve. Nevertheless, Active Dog employees routinely walk multiple dogs off-leash on the preserve trails (5 dogs in a group appear to be common) . Their business model is made clear on their website—specifically that "packs" (their word choice) of dogs will be allowed to run off leash by Active Dog employees on preserves and parks in the area. They post videos of these outings daily on their website so the owners can see how much "fun" the dogs are having. The dogs do not stay on the trails, they routinely urinate and defecate throughout the preserves, and they trample vegetation, which in many cases, is being purposefully managed by the organizations that care for these properties.

  It is unfortunate that Active Dog seems to give no consideration to the fact that they are on private property, with leash regulations, and that all visitors deserve the ability to walk peacefully on a trail without the fear of being rushed, jumped on, or worse, by strange dogs. We have been notified of several cases where dogs or people have been accosted, and in some cases bitten, by off-leash dogs under the supervision of Active Dog. In the cases where our staff was on-site, we have spoken to them to remind them of WLT's posted leash policy. Their employees have routinely refused to obey our preserve regulations, and responded disrespectfully to WLT staff. In some instances WLT staff has been accosted by off-leash dogs from Active Dog running up the trail. WLT staff has fortunately not been injured to date, but other dogs and visitors have been. The Active Dog organization has shown complete disregard for our rules while on our private property, and disrespect to other visitors to our preserves.

- Since the 2017 letter, the situation with Active Dog has worsened, and we were notified yesterday of another instance (which happened in March 2018) where an off-leash dog under Active Dog's care, got into a fight with another visitor's dog, that was also off leash. When the owner of the other dog tried to intervene, she was bitten by the Active Dog animal. This owner reported the incident to the Pound Ridge police.

- Active Dog is apparently well known to the Pound Ridge Police and the Pound Ridge Animal Control Officer. I suggest that you may wish to speak with them for additional information about their experience with the organization, and the complaints against them.

- We are aware that Pound Ridge Land Conservancy is facing similar issues with Active Dog on some of their preserves.
- We acknowledge that other visitors to WWW/ZFP (unaffiliated with Active Dog) also run their dogs off leash, and off trail, in violation of our policy. When we witness this, we give them the same warning.
- WLT will be sending notice to Active Dog that they will now be completely banned from the WWW/ZFP preserve, as well as any of the other 28 WLT preserves that we own throughout Westchester and Putnam Counties, including the Schuberthan Preserve in Lewisboro. If their employees are found to be on any of our properties, we intend to follow through with a trespass complaint against them.
- Given the experiences we and others have had with the Active Dog company and its employees, Westchester Land Trust now must unfortunately take a stronger stance about the proposal for the Smith Ridge Road property being used for a dog run/training facility by Active Dog. We were already concerned about a great number of dogs trampling the sensitive wetlands and interfering with the natural flora and fauna of the Smith Ridge open space corridor (which buffers the Norwalk water supply lands to the southeast of the property). We now have an even greater concern relating to public safety.
    - At the very least, Active Dog should be required to install and maintain a secure fence around the entire perimeter of the property to protect all neighboring property owners from the potential danger that their off-leash dogs present.
    - The dogs should be permanently fenced out of the wetlands portion of the property.
    - Any proposed creation of a trail system on the property to be used by the public is, in our view, ill-advised, given the public safety issues that we, and others have already encountered on our own properties that Active Dog has used.

Lori Ensinger, *President*
Westchester Land Trust
403 Harris Road, Bedford Hills, NY 10507
PH 914.234.6992 ext. 20/ FAX 914.234.6673
Facebook & Instagram:
@WestchesterLandTrust | Twitter: @WLT_NY

Westchester Land Trust

It's Our Nature

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Lori J. Ensinger

Decemer 7, 2017

Robin Price, Jr. Chairman
Zoning Board of Appeals
Town of Lewisboro
79 Bouton Road
South Salem, NY 10590

Dear Chairman Price,

I am writing in regards to the application submitted to the Zoning Board of Appeals on behalf Active Dog LLC. (Cal. No. 32-17-SP) that is currently under your review.

Westchester Land Trust (WLT) owns parcel 50.A-9848-11 which directly abuts the property proposed for a dog walking, hiking and training facility. WLT manages this property – The Schuberthan Preserve - as a nature preserve and we are concerned that if the training facility is permitted, unleashed dogs may routinely enter The Schuberthan Preserve and cause degradation to its forest and sensitive wetlands.

Active Dog Company is known to hike their dogs off leash on nature preserves. The Active Dog website features dozens of photographs and videos of dogs off leash and off trail in the woods. Many local preserves, including ours, have posted leash policies. Once off leash, dogs roam wherever they choose, which can cause disturbance to wildlife and wetlands. Worse, unleashed dogs can interfere with the visitor experience at a preserve. Worse still, unleashed dogs are more likely than leashed dogs to harass and/or attack people and other pets.

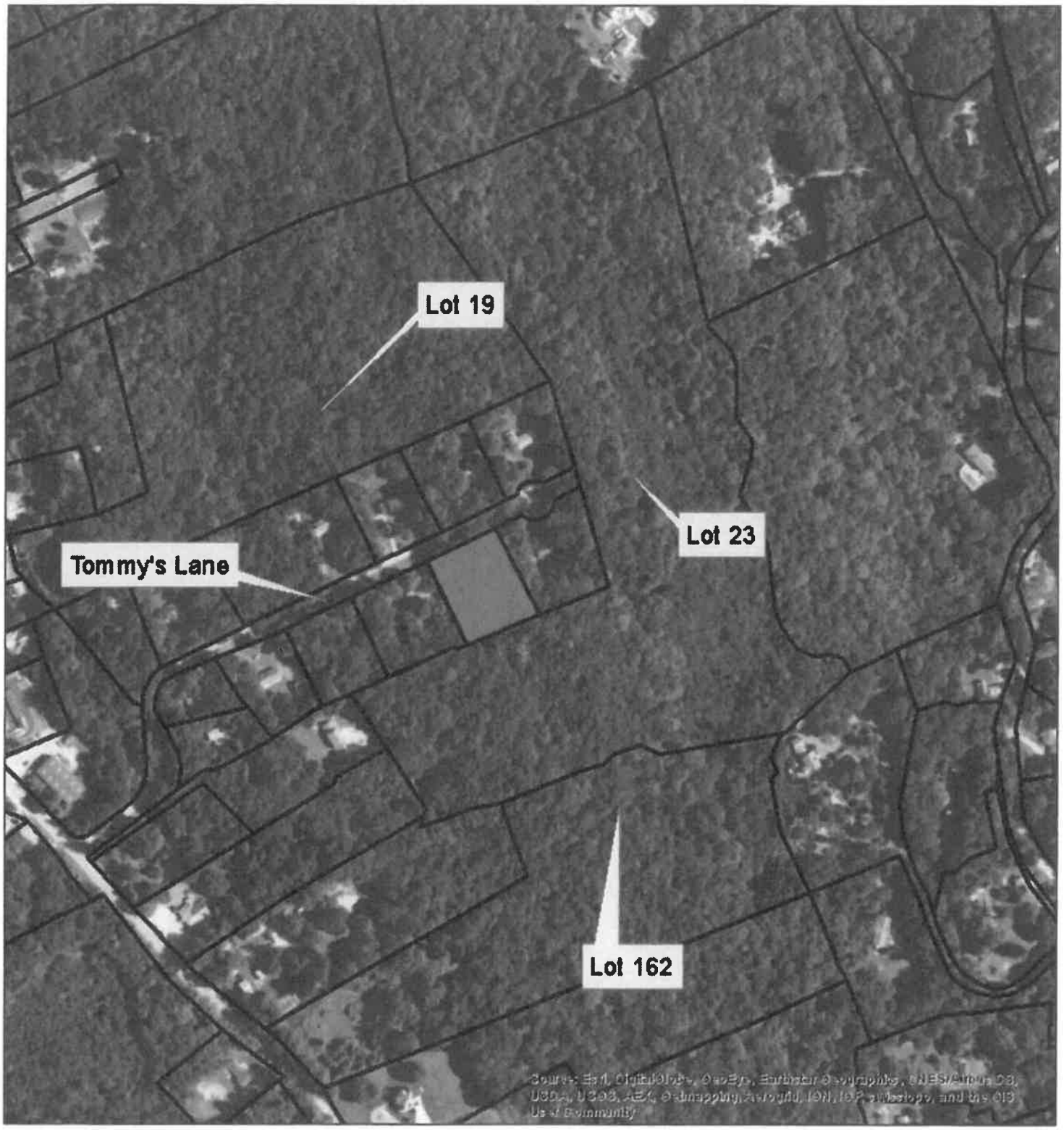
Westchester Land Trust asks that the Zoning Board of Appeals consider how unleashed dogs may impact neighboring properties and take steps to buffer neighbors from these possible disturbances. Perhaps the Board can establish setback requirements along the parcel boundaries where dog activities will be prohibited.

Sincerely,

Tate Bushell
Director of Stewardship
tate@westchesterlandtrust.org
(914) 234-6992 X 10.

Enclosed: Map of the Schuberthan Preserve in the context of Cal No. 32-17-SP

Westchester Land Trust's Schuberthan Preserve in the context of Cal No. 32-17-SP



Legend

Schuberthan Preserve

Lewisboro Parcels

N

0 250 500 Feet

From: Susan Bergeron [mailto:sgce@optonline.net]
Sent: Thursday, June 07, 2018 12:00 PM
To: supervisor@lewisborogov.com
Subject: Active Dog Public Hearing

Dear Mr. Parsons,

I am writing in support of Active's Dogs petition to obtain a special usage permit for property located in South Salem, NY. As a client of Active Dog, I can attest to the company and owner, Eric Bleile's professionalism, work ethic and passion for his company. All of their employees take measures to assure that the dogs in their care are well behaved and picked up after. They take pride in their work and leaving the environment free of any garbage or waste.

As a resident of New Canaan, I would welcome property to be used in this manner. The land can be put to good use while maintaining the natural environment and preserving the beauty of open land. Dog hikes are minimally evasive when it pertains to noise and parking, especially since the hikes take place during appropriate daylight hours.

While most land usage hearings deal with negative environmental impacts such as construction, destruction of wetlands and loss of green space, this petition for usage is just the opposite. It supports small business and land usage in a positive manner and I hope you will agree with me and vote to approve the permit.

If you have any questions or would like to discuss the matter further, please feel free to contact me.

Sincerely,

Susan Bergeron
sgce@optonline.net

Peter Parsons

From: Ricki Ainbinder <mothernurturestamford@gmail.com>
Sent: Monday, June 11, 2018 2:40 PM
To: supervisor@lewisborogov.com
Cc: ActiveDog LLC
Subject: Active Dog Land Usage

To whom it may concern,

This letter is written on behalf of Active Dog LLC. Eric the owner, is an extremely responsible business owner and dog lover. His staff are all well trained canine experts and very capable of keeping the dogs that they supervise under control at all times. We are sure that an alternative land use agreement between the town of Lewisboro and Active dog LLC, for the purpose of walking dogs, would stay within the boundaries of compliance at all times. We hope that Active Dog LLC will we be granted the permission to use this land for the purposes stated. We know that the services offered by Active Dog LLC will be an asset to any community.

Sincerely,

Ricki Ainbinder
Mother Nurture Massage and
Bodywork of Fairfield County
999 Summer Street
(203)653-5131
mothernurture@massagetherapy.com
mothernurture-ct.massagetherapy.com

Peter Parsons

From: jennifer Barnard <barnardjennifer@me.com>
Sent: Sunday, June 10, 2018 6:51 PM
To: supervisor@lewisborogov.com
Subject: active dog land purchase/June 25th hearing

Dear Peter Parsons,

I have been a long time client of Active Dog and I am writing in support of Eric Biele's purchase of land in South Salem.

Eric is a total professional not only with the dogs - but with the people he hires and the way in which he manages his business. He and the people he hires are, without exception, completely trustworthy, honest, reliable and hard working. I have no doubt that they will upkeep the land and follow any and all local regulations. Eric is a completely upstanding man of his word.

My dogs go crazy when any of the Active Dog walkers show up at our house. They are always well cared for when with them; the way my dogs react to them is proof of that.

Should you have any questions at all, please feel free to contact me.

Thank you for your time and consideration.

Sincerely,
Jennifer Barnard

Peter Parsons

From: Amy Muslim <almuslim@fastmail.fm>
Sent: Friday, June 08, 2018 5:38 AM
To: supervisor@lewisborogov.com
Subject: Support of Active Dog, LLC

To Whom it May Concern:

I am writing to support the purchase of land in South Salem, NY for Active Dog. I have used their services for over 3 years and they are the most upstanding people I know. My dogs go for hikes with them 3 times a week. I know they have been working for some time to find land for their business and this is one upstanding company that I fully support and any community should welcome them.

Sincerely,
Amy Muslim

Peter Parsons

From: Ryan Junius <ryan.junius@gmail.com>
Sent: Thursday, June 07, 2018 7:25 PM
To: supervisor@lewisborogov.com
Subject: Active Dog Land

Dear Mr. Parsons,

There aren't a lot of things I can point at and say I've been completely thrilled with purchasing but one that stands out is choosing to hire Active Dog LLC.

My dog, Calvin, is what most people would consider... active. I recall one say I saw Eric and asked him how Calvin was doing with the crew. He sighed and said, "that dog, DOES. NOT. TIRE." He is about 60lbs. of pure energy and loves nothing more than running free chasing squirrels and chipmunks. After a day out with Active Dog he comes home exhausted and most importantly, happy.

He has been running with Eric, his team, and the pack since 2015 and we have been extremely happy with his service. His staff is courteous, prompt, and most importantly, professional.

I honestly cannot say enough about Eric and his service. As evidence, I highly recommend Active Dog to anyone I know. Anyone who has taken me up on that recommendation has been a loyal customer since.

Please do not hesitate to reach out if you have any questions or concerns, I am happy to help Active Dog.

Regards,

--
Ryan Junius

Peter Parsons

From: Rachel Rand <rachelbausch@hotmail.com>
Sent: Thursday, June 07, 2018 7:06 PM
To: supervisor@lewisborogov.com
Subject: Active dog support

Dear Mr. Parsons,

I'm writing on behalf of Active Dog LLC and their proposition to purchase land in South Salem, NY. I understand it is zoned for residential purposes but I know Eric would be entirely respectful of the land used for hikes. He is an avid outdoorsman and his employees are top notch and fully vetted and screened. He also individually meets with all of us dog owners and our dogs. We take great pride in our dog ownership and take great effort to raise well behaved dogs. I know that if he's granted approval to purchase this land, he would not disrupt any of the neighbors or infringe upon their daily activities.

I hope you will give him every consideration.

Kind regards,
Rachel

Sent from my iPhone

Peter Parsons

From: KellyReiter <kellyreiter@optonline.net>
Sent: Thursday, June 07, 2018 5:59 PM
To: supervisor@lewisborogov.com
Subject: Active Dog LLC land permit

Hello Mr. Parsons,
Please vote yes to allow Active dog LLC to use the land they want to purchase to give dogs daily hikes. This is an amazing group and would respect the opportunity to use this land for these hikes and also respect that it is in a zoned residential area. Eric is amazing and runs a very responsible group of dog walkers, I've met several of them and this is truly their passion to provide safe hikes for the dogs. Thank you for your consideration.
Kelly Reiter

Peter Parsons

From: Lindsay Johnson <lindsayjohnson8430@gmail.com>
Sent: Thursday, June 07, 2018 10:51 AM
To: supervisor@lewisborogov.com
Subject: Active Dog

I understand there is a hearing coming up on their land purchase. Just want to say they are reliable and caring people and this is a great service. Thank you!

AGREEMENT made this _____ day of _____, 201_ by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its offices and principal place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter the "County")

and

THE TOWN OF LEWISBORO, a municipal corporation of the State of New York, having its offices and principal place of business at P.O. Box 500, 11 Main Street, South Salem, New York 10590 (hereinafter referred to collectively as the "Town"), acting by and through its Police Department (the "Town Police Department")

W I T N E S S E T H:

WHEREAS, on or about November 1, 2017 the County entered into an agreement with the New York State Office for the Prevention of Domestic Violence to accept a grant in the amount of $200,000.00 (the "Grant Agreement") to conduct a Risk Reduction Enhanced Response Pilot Program to prevent intimate partner related homicide in the northeast corner of Westchester County (the "Program"); and

WHEREAS, the goals of the Program are to reduce the risk of intimate partner violence and homicides, increase safety of victims while holding abusers more accountable, reduce recidivism, provide enhanced training and identify gaps in current practices; and

WHEREAS, the Program seeks to utilize a team approach by bringing together local multi-disciplinary Program partners who will share case information and implement case-specific intervention plans to mitigate danger; and

WHEREAS, the team, known as the Northern Westchester Risk Reduction Team ("NWRRT"), includes the following partners: Hope's Door, Inc.; Pace University; Urban Resource Institute; Biofeedback Resources International Corporation; as well as local law enforcement agencies from towns located in the northeast corner of Westchester County; and

WHEREAS, the Town, through the Town Police Department, desires to participate in the Program as a member of the NWRRT.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

FIRST: The above recitals are hereby incorporated into and made a part of this Agreement.

SECOND: The Town, through the Town Police Department, shall participate in the Program as a member of the NWRRT and shall provide the services described in Schedule "A", attached hereto and made a part hereof (the "Work").

THIRD: As a material element of this Agreement, the Town shall abide by all terms and conditions set forth in this Agreement and the Grant Agreement. The Town acknowledges that it has received an exact copy of the Grant Agreement, has read it and is familiar with all its terms and conditions.

FOURTH: The Town shall contribute an in-kind match of $10,000 for the use of dedicated space at a facility to conduct the Program.

FIFTH: This Agreement shall commence retroactive to October 1, 2017 and shall continue through September 30, 2019, except as may be sooner terminated as hereinafter set forth.

SIXTH: The Town agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Town agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out

of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

The provisions of this paragraph shall survive the termination of this Agreement.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the other party is void.

EIGHTH: (a) The County, upon ten (10) days' notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Town shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Town shall direct any approved subcontractors to do the same.

(b) In the event the County determines that there has been a material breach by the Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Town. Without limiting the foregoing, upon written notice to the Town, repeated breaches by the Town of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

NINTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by

registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Robin Schlaff, Director
Westchester County Office for Women
112 East Post Road, Room 110B
White Plains, New York 10601

with a copy to:

Westchester County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Town:

Town of Lewisboro
P.O. Box 500
11 Main Street
South Salem, New York 10590

TENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and any dispute will be heard in a court of competent jurisdiction of the State of New York located in Westchester County.

ELEVENTH: This Agreement shall not be enforceable until signed by the parties and approved by the Office of the Westchester County Attorney

TWELFTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

THE COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE TOWN OF LEWISBORO

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No. 46-2018 on the 23rd day of April, 2018.

Approved by the Town Board by Act No. ___ on the __ day of _____, 201_

Approved as to form and
manner of execution:

_____
Assistant Westchester Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____ _____

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) *(Name of Municipality)*

(the "Municipality") a corporation duly organized in good standing under the

_____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality, that said agreement was duly signed
(Title of such person),

for on behalf of said Municipality by authority of its _____
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 201_, before me personally came _____whose signature appears above, to me known, and know to be the _____ of _____, the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____ resides at _____, and that he/she is the _____ of said municipal corporation.

_____
Notary Public

SCHEDULE "A"
SCOPE OF WORK

The Town Police Department, as a member of the Northern Westchester Risk Reduction Team ("NWRRT"), shall provide the following services:

- Train its police officers on intimate partner related violence
- Attend cross trainings with other law enforcement agencies
- Serve as the initial connection with victims
- Conduct lethality assessments
- Provide an enhanced response to the team by referring high risk cases
- Conduct home visits when needed
- Ensure offender accountability through making arrests when appropriate

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Town)

1. Prior to commencing work, the Town shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester (the "County"), as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Town and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Town shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Town to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Town to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Town from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Town concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Town until such time as the Town shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Town shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers'

Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of $100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage or a combined single limit of $1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

(i) Premises - Operations.
(ii) Broad Form Contractual.
(iii) Independent Town and Sub-Town.
(iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

3. All policies of the Town shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Town.

THIRD AMENDMENT

THIRD AMENDMENT made this 14th day of June, 2018 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 7, 2015, as amended.

WHEREAS, the parties entered into an Agreement dated July 7, 2015, as amended, establishing the rights and responsibilities of the School District and the Town of Lewisboro for the School District's purchase of salt from the Town and the Town's purchase of fuel from the School District; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: **EFFECT OF THE AMENDMENT**

All the terms and provisions set forth at length in the aforementioned Agreement and Amendment shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: **TERM**

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on June 30, 2019 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year periods subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT

Date: 6.14.18 By: Marjorie A Schuh

TOWN OF LEWISBORO

Date: _____ By: _____

THIRD AMENDMENT

THIRD AMENDMENT made this 14th day of June, 2018 to the Agreement between the KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT and TOWN OF LEWISBORO, dated July 7, 2015, as amended.

WHEREAS, the parties entered into an Agreement dated July 7, 2015, as amended, establishing the rights and responsibilities of the School District and the Town of Lewisboro for use of their respective facilities by one another; and

WHEREAS, the parties are desirous of providing for further amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: **EFFECT OF THE AMENDMENT**

All the terms and provisions set forth at length in the aforementioned Agreement and Amendment shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: **TERM**

The term of this agreement shall be modified to add the following language: The term of this Agreement shall commence on the date set forth above and shall terminate on August 31, 2019 unless terminated earlier in accordance with the terms set forth herein. Notwithstanding the foregoing, the parties may renew this Agreement for additional one (1) year terms subject to approval of each party's governing board.

KATONAH-LEWISBORO UNION FREE SCHOOL DISTRICT

Date: 6.14.18

By: Marjorie A Schutt

TOWN OF LEWISBORO

Date: _____

By: _____

From: Margaret Chadwick [mailto:M.Chadwick@usagain.com]
Sent: Thursday, February 08, 2018 10:49 AM
Subject: Communities Go Green program

Good morning,

I'd like to share an exciting opportunity to introduce your town to our Total Textile Recycling program. Your residents are familiar with recycling paper, plastics, aluminum etc. however most are not educated on textile recycling/reuse. We partner with towns that want to advocate the importance of keeping textiles away from the landfills. For many families they aren't aware that clothes they normally would discard due to "imperfections" can be reused in many ways. We support the environmental impact you strive to reach without any added work. We currently work with several towns in Westchester and Fairfield Counties and they are very happy with the program.

Below is a quick breakdown of how our program works:

- Together we select an area where to place a 4x4 size bin to collect the textiles. Usually athletic fields/recreation areas and community centers are best.
- We service the bin on a weekly basis to prevent overflow (keeping the area clean at all times and answering calls within the hour even on weekends)
- We maintain a million dollars in liability insurance
- We pay cents by the pound collected and give it back to your town to either help reduce taxes or you can designate a charity in town to receive the check. We collect year round – it really adds up! And we plant a tree in a needed area of the world for every bin that's full.
- You may view how many pounds are collected at your sites and see how many pounds you are keeping away from our landfills
- You may cancel at any time – this is a free program and there are never any fee's involved

I'd love to meet with you – five minutes of your time is all I need. I look forward to hearing from you!

Sincerely,

Margaret Chadwick
Territory Manager | USAgain | Office 718 810 2527 | Cell 917 202 0540 | www.usagain.com

usagain
use it again

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 standard 12"x17"x7" paper grocery bag, with or without handles, 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 a fee of not less than $0.15 for each paper bag. All fees collected by a retailer under this chapter shall be retained by the retailer. Nothing in this section shall prohibit retailers from making reusable cloth bags available for sale to customers at a price determined by the retailer. Plastic produce bags, newspaper plastic bags and dry cleaner plastic bags shall not be considered checkout bags for the purposes of this chapter and shall be exempt from the provisions of this chapter.

§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, but the charge itself shall be a violation level offense as a violation of the Town Code. Each day's continued violation shall constitute a separate additional violation as may be cited.

§181-7. Certain styrofoam items exempt.

Notwithstanding anything to the contrary in this chapter, the following containers, cups and articles shall be exempt from the prohibition provided in this chapter:

A. Styrofoam containers used for prepackaged food filled and sealed prior to receipt by the store.

B. Single service articles consisting of styrofoam sold in food stores off the shelf that do not contain any food or beverages in them.

C. Styrofoam containers used to store raw meat, pork, fish, seafood or poultry sold from a butcher case or similar retail appliance.

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

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information		
Name of Action or Project: Adoption of Local Law restricting the use of plastic bags and certain styrofoam containers by retailers in the Town of Lewisboro		
Project Location (describe, and attach a location map): Town of Lewisboro, Westchester County, New York State		
Brief Description of Proposed Action: The adoption of a Local Law restricting the use of plastic bags and certain styrofoam containers by retailers in the Town of Lewisboro.		
Name of Applicant or Sponsor: Town of Lewisboro	Telephone: 914-763-3511 E-Mail:	
Address: 11 Main Street, P.O. Box 500		
City/PO: South Salem	State: NY	Zip Code: 10590

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3.a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☐	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☐	☐
b. Is the proposed action located in an archeological sensitive area?	☐	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☐	☐

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100 year flood plain?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☐	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☐	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☐	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: _____ Date: _____

Signature: _____

PRINT FORM

Agency Use Only [If applicable]	
Project:	
Date:	

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Lewisboro Town Board	
Name of Lead Agency	Date
Peter Parsons	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

TOWN OF LEWISBORO

County of Putnam, State of New York

RESOLUTION _____

RESOLUTION OF ADOPTION
LOCAL LAW NO. __5 OF 2018

INTRODUCED BY:_____

SECONDED BY:_____

DATE OF CONSIDERATION/ADOPTION: June 25, 2018

WHEREAS, the enactment of Chapter 181, entitled "Retail Checkout Bags and EPS (Styrofoam)," which will regulate and set forth requirements regarding the use of plastic bags and certain styrofoam containers by retailers in the Town of Lewisboro, has been introduced before the Town Board of the Town of Lewisboro in the County of Westchester; and

WHEREAS, a public hearing was held on June 11, 2018, upon notice duly published and posted; and

WHEREAS, public discussion was heard at such hearing concerning the merits of said local law; and

WHEREAS, the Town Board wishes to enact Chapter 181, entitled "Retail Checkout Bags and EPS (Styrofoam)," which will regulate and set forth requirements regarding the use of plastic bags and certain styrofoam containers by retailers in the Town of Lewisboro; and

WHEREAS, in accordance with Article 8 of the Environmental Conservation Law (the State Environmental Quality Review Act) and 6 NYCRR Part 617 of the implementing regulations, the proposed action has been determined to be an UNLISTED Action; and

WHEREAS, the Town Board of the Town of Lewisboro has reviewed the Environmental Assessment Form submitted for the project, and has completed review of the project; and

WHEREAS, the Town Board of the Town of Lewisboro hereby issues a negative declaration of significance pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law, in that is has determined that the proposed action will not have a significant environmental impact and that a Draft Environmental Impact Statement will not be prepared; and

WHEREAS, the Town Board finds that the proposed amendments will promote the health, safety and general welfare of the public of the Town of Lewisboro; and

THEREFORE BE IT RESOLVED that the Town Board hereby enacts Chapter 181, entitled "Retail Checkout Bags and EPS (Styrofoam)," which will regulate and set forth requirements regarding the use of plastic bags and certain styrofoam containers by retailers in the Town of Lewisboro; and

BE IT FURTHER RESOLVED, that Local Law __ of 2018 of the Town of Lewisboro is hereby enacted by the Town Board; and

BE IT FURTHER RESOLVED, that a true copy of the law is attached hereto and made a part hereof.

VOTE: RESOLUTION CARRIED BY A VOTE OF _____ TO _____

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

I, JANET L. DONOHUE, Town Clerk of the Town of Lewisboro, do hereby certify that the

above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Lewisboro at a meeting of said Board on _____, 2018.

DATED: _____, 2018

_____
JANET L. DONOHUE, Town Clerk

NOTICE OF ADOPTION

TOWN OF LEWISBORO
LOCAL LAW __ OF 2018
AMENDMENTS TO TOWN OF LEWISBORO TOWN CODE

PLEASE TAKE NOTICE, that after a public hearing held on June 11, 2018, the Town Board of the Town of Lewisboro enacted Chapter 181, entitled "Retail Checkout Bags and EPS (Styrofoam)," which will regulate and set forth requirements regarding the use of plastic bags and certain styrofoam containers by retailers in the Town of Lewisboro.

DATED: _____, 2018

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF LEWISBORO

JANET L. DONOHUE, TOWN CLERK