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MEMORANDUM

TO: Supervisor Chris Burdick and Members
of the Town Board

FROM: Eric L. Gordon, Esq. 

RE: Local Laws Restricting Sales of E-Cigarettes and Settlement of
Litigation

DATE: August 29, 2019

As the Town Board is aware, the Supreme Court, Westchester County granted a preliminary injunction enjoining enforcement of Local Law No. 5 of 2018, which prohibited the sale of electronic nicotine delivery systems ("ENDS"), including e-cigarettes, outside in the Town of Bedford, except in the RB-Business Zoning District. The basis for the Court's determination was that the Town did not have the authority to prohibit the sale of these products in a particular zoning district or districts when the basis for the prohibition was that the sale of the product was detrimental to the community in general. We have now negotiated a proposed settlement agreement with the Plaintiffs in that action, a copy of which is attached, to address the Court's concerns and to address the sale of ENDS in the Town going forward.

Under the proposed settlement, the Town will agree to repeal Local Law No. 5, and adopt a new Local Law creating Chapter 55 of the Town Code restricting or prohibiting the sale of e-cigarettes and related products using its general police powers. A copy of the proposed Local Law is also attached. The Local Law prohibits any business outside the RB-Retail Business Zoning District not currently selling ENDS from selling in the future. As set forth in the Settlement Agreement and incorporated in the proposed Local Law, any businesses, or their successors, currently selling ENDS in a particular location outside the RB-Retail Business Zoning District will have the right to continue to sell the products, unless such sales are discontinued for a period of six months. In that event, the right to sell such products shall be terminated.

In addition, if any new Town of Bedford, Westchester County, New York State or Federal law, regulation or ordinance is adopted further restricting the sale of ENDS, the proposed settlement will not impact the enforcement of such law, regulation or ordinance. However, Plaintiffs would have the right to challenge the validity of such law, regulation or ordinance. The Plaintiffs in the underlying litigation have agreed not to challenge the new proposed Local Law.

Based on the research Keane & Beane has conducted, we have determined that the proposed settlement provides an appropriate resolution given the Court's opinion and the potential for further litigation in the event a new Local Law is adopted. As a

result, we are recommending that the Town Board approve the Settlement Agreement and set public hearings on the Local Laws repealing Local Law No. 5 and adopting the proposed Local Law creating Chapter 55.

Please do not hesitate contact me if you have any questions.

LOCAL LAW NO. ____ of 2019 TO REPEAL
CHAPTER 85 OF THE TOWN CODE

BE IT RESOLVED, that the
Town of Bedford Amends
Chapter 125, Article III,
Section 29.8 of the Code of
the Town of Bedford
regarding ELECTRONIC
NICOTINE DELIVERY
SYSTEMS, as follows:

BE IT ENACTED by the Town Board of the Town of Bedford as follows:

Section 1. Chapter 125, Article III, Section 29.8 of the Code of the Town of Bedford entitled
“Electronic nicotine delivery systems” is hereby repealed in its entirety.

Section 2. This local law shall take effect immediately upon filing with the Office of the
Secretary of State.

LOCAL LAW NO. ____ OF 2019

TOWN BOARD
TOWN OF BEDFORD
PROPOSED LOCAL LAW CREATING
CHAPTER OF THE
CODE OF THE TOWN OF BEDFORD

A LOCAL LAW creating
Chapter 55 of the Town
Code of the Town of
Bedford concerning
ELECTRONIC
NICOTINE DELIVERY
SYSTEMS and VAPE
SHOPS.

BE IT ENACTED by the Town Board of the Town of Bedford as follows:

Section 1. Chapter 55 of the Town of Bedford entitled “Electronic Nicotine Delivery Systems and Vape Shops” is hereby created as follows:

§ 55-1 Findings and legislative intent.

The Town Board finds that electronic nicotine delivery systems, commonly known as “e-cigarettes,” have been growing steadily in popularity since entering the United States retail market in 2007. E-cigarettes are often advertised as alternatives to traditional tobacco products. The Town Board finds that many convenience and grocery stores sell these products, with some dedicated “vape shops” and “head shops” exclusively selling e-cigarettes, liquid nicotine and related products. Such devices may contribute to youth smoking and reduced cessation, since the devices contain or produce chemicals other than nicotine known to be toxic, carcinogenic and causative of respiratory and heart distress. E-cigarettes and similar devices look identical, whether they contain nicotine or not, and, as a result, their use not only normalizes e-cigarette use but also renormalizes tobacco addiction and use of tobacco products, like combustible cigarettes.

The Town Board finds that the Town has a substantial interest in responding to the increased use of electronic cigarettes and nicotine delivery products among adolescents. E-cigarettes are now the most commonly used tobacco product among youth, having surpassed conventional cigarettes in 2014. Public health authorities and agencies, including the Centers for Disease Control and Prevention and U.S. Surgeon General, have advised that the use of e-cigarettes and nicotine delivery products poses significant and avoidable health risks to young people. In addition, the Town Board hereby finds that certain e-cigarette sales

activities, by their nature, have serious objectionable operation characteristics which can lead to a significant impact on the surrounding community. The Town Board further finds that the unrestrained proliferation of such businesses is inconsistent with existing development and future plans for the Town of Bedford in that they often result in influences on the community which increase the crime rate and undermine the economic, moral and social welfare of the community. The deleterious effects of e-cigarette sales change the economic, social and moral character of the existing community and adversely affect existing businesses and community and family life. As business activity drops off and the quality of life deteriorates, merchants and families move away from the area, leaving it in a vacant and depressed state. The purpose of this article is to prevent the unrestricted proliferation of such businesses and to ensure that the effects of such businesses will not adversely affect the health, safety and economic well-being of the community by enacting criteria for the placement, construction and/or permitting of vaping sales uses in the Town

Therefore, in order to serve the public health, safety and welfare of the residents and businesses within the Town, the declared purpose of this section is to regulate the sale of electronic nicotine delivery systems and the establishment of vape shops.

§ 55-2 Definitions.

BUSINESS

Any person, business, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association, or other business entity of any kind.

ELECTRONIC NICOTINE DELIVERY SYSTEM

Any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provide a vapor of liquid nicotine, any marijuana derivative and/or other substances, mixed with propylene glycol or a similar substitute, to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name. This term shall include the component parts designed for such systems, including, but not limited to, liquid nicotine and other e-liquids, glass or plastic vials containing e-liquid, cartridges, atomizers, batteries, cartomizers and clearomizers, digital displays/lights that adjust settings, tank systems, drip tips, flavoring for electronic nicotine delivery system and programmable software.

VAPE SHOP

Any facility or location whose business operation, whether as its primary use or as an ancillary use, includes the smoking or selling of electronic nicotine delivery systems, hookahs or such other vaping paraphernalia, vapors, e-liquids, marijuana derivative,

or other substances that are smoked through an Electronic Nicotine Delivery System or any related product.

§ 55-3 Prohibition.

- A. It shall be unlawful for any Business to own, manage or operate a Vape Shop outside the RB - Roadside Business Zoning District.
- B. Except as set forth in Section 55-4 below, it shall be unlawful for any Business to sell any Electronic Nicotine Delivery System outside the RB - Roadside Business Zoning District.

§ 55-4 Exemptions.

- A. Any Businesses located outside the RB-Roadside Business Zoning District that are currently selling Electronic Nicotine Delivery Systems in a particular location at the time this local law goes into effect shall be exempt from the provisions of this chapter and that Business, or a successor Business, shall be permitted to continue to sell Electronic Nicotine Delivery Systems in that particular location.
- B. The exemption set forth in Section 55-4(A) shall not override or be applicable in the event it is preempted or superceded by any Town of Bedford, Westchester County, New York State or federal laws, regulations or ordinances that are enacted restricting the sale of Electronic Nicotine Delivery Systems.
- C. Notwithstanding the exemption set forth in Section 55-4(A), in the event that any Business located outside the RB-Roadside Business Zoning District that is presently selling Electronic Nicotine Delivery Systems, or its successor, discontinues or ceases selling Electronic Nicotine Delivery Systems for any reason for a continuous period of more than six (6) months, such Business shall be required to comply and be in conformity with all provisions in this chapter and shall no longer be permitted to sell Electronic Nicotine Delivery Systems.

Section 2. Numbering for Codification

It is the intention of the Town of Bedford and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Town of Bedford; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 3. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 4. This Local Law shall take effect immediately upon filing with the Office of the Secretary of State.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----- X
BEDFORD VILLAGE SERVICE STATION
OF WESTCHESTER INC, MARUTI 7 CORP.,
KATONAH GAS & AUTO SERVICE, INC.,
KATONAH SERVICE STATION, INC., and
PREFERRED GAS MART, INC.,

Plaintiffs,

-against-

TOWN OF BEDFORD,

Defendant.
----- X

SETTLEMENT AGREEMENT

Index No.:70064 /2018

Assigned Judge:

Hon. Joan Lefkowitz, J.S.C.

THIS SETTLEMENT AGREEMENT ("Agreement") is executed on the date(s) set forth below by and between Plaintiffs, BEDFORD VILLAGE SERVICE STATION OF WESTCHESTER INC, MARUTI 7 CORP., KATONAH GAS & AUTO SERVICE, INC., KATONAH SERVICE STATION, INC., and PREFERRED GAS MART, INC. (collectively the "Plaintiffs"), and Defendant the Town of Bedford (the "Town") and together, the "Parties"), who agree to the following terms and conditions:

WHEREAS, in May 2018, the Town of Bedford Town Board adopted Local Law No. 5 of 2018 amending Chapter 125 of the Town Zoning Code to create Section 29.8 entitled Electronic Nicotine Delivery Systems and Vape Shops ("Section 29.8") restricting the sale of electronic nicotine delivery systems ("ENDS") in the Town;

WHEREAS, beginning in November 2018, the Town commenced efforts to enforce Section 29.8 by serving a violation notice on one of the Plaintiffs (the "Violation") alleging a violation of Section 29.8 by selling ENDS outside the RB-Roadside Business Zoning District (the "RB District").

WHEREAS, on or about December 5, 2018, Plaintiffs filed a Summons and Complaint (the “Action”) and motion seeking preliminary injunctive relief to enjoin the Town from: (i) enforcing Section 29.8 against the Plaintiffs; and (ii) prosecuting the Violation on the grounds that the adoption of Section 29.8 was an invalid exercise of zoning authority;

WHEREAS, the Town opposed the motion for a preliminary injunction and cross-moved to dismiss this Action;

WHEREAS, on May 1, 2019, the Court issued a Decision & Order granting the motion for a preliminary injunction enjoining enforcement of Section 29.8 and denying the Town’s motion to dismiss;

WHEREAS, the Town denies and continues to deny the material allegations asserted in the Action and asserts Section 29.8 is valid;

WHEREAS, Plaintiffs deny the allegations asserted in the Violation and continue to contest the validity of Section 29.8;

WHEREAS, other than the May 1, 2019 Decision & Order, the Court has made no findings in this Action as to the merits of any claims or defenses of the Parties; and

WHEREAS, to avoid the burden and expense of further litigation, the Parties have agreed to settle and resolve their respective claims and disputes in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **No Other Actions/Proceedings.** The Parties represent that, except for this Action and the Violation, they have not commenced or initiated any legal action, administrative proceeding, grievance or other form of complaint before any court, arbitral forum, administrative or governmental agency (whether public, quasi-public or private) relating to the validity of Section 29.8 or seeking to enforce the provisions of Section 29.8.

2. **Consideration.** In full and final settlement of this Action, the Parties agree as follows:

- (a) The Town agrees to repeal Section 29.8 on or before October 30, 2019;
- (b) The Town will adopt a new Local Law under its general police powers restricting the sale of ENDS in the form attached hereto as Exhibit "A". The new Local Law will allow Plaintiffs to continue selling ENDS outside the RB District in the location where ENDS are currently being sold. The Plaintiffs right to continue selling ENDS shall be discontinued in the event any of the Plaintiffs discontinue offering ENDS for sale for a continuous period of six (6) months;
- (c) Plaintiffs agree not to challenge the Town's adoption of the Local Law attached hereto as Exhibit "A" so long as it is in the form attached hereto as Exhibit "A"; and
- (d) The Town will withdraw/dismiss the Violation pending in the Town of Justice Town Court on or before October 30, 2019.

3. **Discontinuance.** Simultaneous with the execution of this Settlement Agreement, counsel for the Parties shall execute the Stipulation of Discontinuance in the

form annexed hereto as Exhibit "B". Upon full execution of this Settlement Agreement, counsel for the Town shall promptly file such Stipulation of Discontinuance with the Westchester County Supreme Court.

4. **Future Laws.** In the event a Westchester County, New York State or Federal law or regulation is enacted restricting the sale of ENDS, this Settlement Agreement shall not limit the effectiveness of such laws or impact the ability of the Town to enforce the provisions of such laws against Plaintiffs. In addition, this Settlement Agreement shall not limit or restrict the Town's ability to enact a Local Law that is more restrictive with respect to the sale of ENDS in the Town. However, in the event a more restrictive Westchester County, State, Federal, or Local law or regulation is adopted, Plaintiffs reserve their right to challenge the adoption of such law or regulation through appropriate legal proceedings.

5. **Town's Release.** Except for the obligations set forth in this Settlement Agreement, in exchange for the above-stated consideration and the promises contained herein, Plaintiffs, for themselves, their shareholders, officers, directors, employees, agents, successors, assigns, affiliates, trustees and legal representatives (collectively, "Plaintiff Releasors"), hereby forever release and discharge the Town, its elected officials, former and present employees, insurers, legal representatives and agents (collectively, "Town Releasees"), from any and all claims, demands, causes of action and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise, whether known or unknown, relating to or arising from the claims asserted in the Action, up to and including the date of the execution of this Release.

6. **Plaintiffs' Release.** Except for the obligations set forth in this Settlement Agreement, in exchange for the above-stated consideration and the promises contained herein, the Town, its elected officials, former and present employees, insurers, legal representatives and agents (collectively, "Town Releasers"), hereby forever release and discharge the Plaintiffs, their shareholders, officers, directors, employees, agents, successors, assigns, affiliates, trustees and legal representatives (collectively, "Plaintiff Releasees"), from any and all claims, demands, causes of action and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise, whether known or unknown, relating to or arising from the claims asserted in the Action.

7. **Advice of Counsel.** The Parties represent that each of them has read and understood this Settlement Agreement, and that they have consulted with legal counsel of their choice prior to executing this Settlement Agreement. The Parties have signed the Settlement Agreement with the complete and full understanding of their rights and obligations thereunder. The Parties affirm that they have carefully read this Settlement Agreement, have conferred with their respective counsel concerning the meaning and intent of this document, and have signed the Settlement Agreement voluntarily and knowingly with the intent to be bound by the promises contained in this Settlement Agreement.

8. **Governing Law.** This Settlement Agreement shall be governed and construed in accordance with the laws of the State of New York.

9. **Successor/Assigns.** This Settlement Agreement shall bind and inure to the benefit of the undersigned Parties and their respective heirs, successors and assigns.

10. Construction. This Agreement shall not be construed against any Party on the basis of such party's drafting of this Agreement, it being acknowledged by both Parties that they participated in the drafting of this Agreement with assistance of legal counsel.

11. Power and Authority. The undersigned signatories for each Party have the power and authority to execute and deliver this Settlement Agreement on behalf of each party and to bind such Party to its terms.

12. Complete Agreement. This Settlement Agreement constitutes the complete understanding between the Parties and supersedes any and all other agreements, understandings, and discussions, whether written or oral, between the Parties. This Settlement Agreement may not be altered, and no other promises or agreements between the parties shall be binding, unless in writing and signed by all Parties.

13. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be an original as against any Party who or which signed it, and all of which shall constitute one and the same document. Delivery of an executed counterpart by facsimile or e-mail shall be sufficient to evidence the binding agreement of a Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date(s) indicated below.

KEANE & BEANE P.C.

POLLOCK & MAGUIRE, LLP

By: _____
Eric Gordon
Attorneys for Defendant
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
(914) 946-4777

By: _____
Lee Pollock
Attorneys for Plaintiffs
4 West Red Oak Lane, Suite 302
White Plains, NY 10604
(914) 251-1525

TOWN OF BEDFORD

BEDFORD VILLAGE SERVICE
STATION OF WESTCHESTER, INC.

By: _____
Chris Burdick, Supervisor

By: _____

MARUTI 7 CORP.

By: _____

KATONAH GAS & AUTO SERVICE,
INC.

By: _____

KATONAH SERVICE STATION, INC.

By: _____

PREFERRED GAS MART, INC.

By: _____

EXHIBIT "A"
(Form of Local Law)

LOCAL LAW NO. ____ OF 2019

TOWN BOARD
TOWN OF BEDFORD
PROPOSED LOCAL LAW CREATING
CHAPTER OF THE
CODE OF THE TOWN OF BEDFORD

A LOCAL LAW creating
Chapter 55 of the Town
Code of the Town of
Bedford concerning
ELECTRONIC
NICOTINE DELIVERY
SYSTEMS and VAPE
SHOPS.

BE IT ENACTED by the Town Board of the Town of Bedford as follows:

Section 1. Chapter 55 of the Town of Bedford entitled “Electronic Nicotine Delivery Systems and Vape Shops” is hereby created as follows:

§ 55-1 Findings and legislative intent.

The Town Board finds that electronic nicotine delivery systems, commonly known as “e-cigarettes,” have been growing steadily in popularity since entering the United States retail market in 2007. E-cigarettes are often advertised as alternatives to traditional tobacco products. The Town Board finds that many convenience and grocery stores sell these products, with some dedicated “vape shops” and “head shops” exclusively selling e-cigarettes, liquid nicotine and related products. Such devices may contribute to youth smoking and reduced cessation, since the devices contain or produce chemicals other than nicotine known to be toxic, carcinogenic and causative of respiratory and heart distress. E-cigarettes and similar devices look identical, whether they contain nicotine or not, and, as a result, their use not only normalizes e-cigarette use but also renormalizes tobacco addiction and use of tobacco products, like combustible cigarettes.

The Town Board finds that the Town has a substantial interest in responding to the increased use of electronic cigarettes and nicotine delivery products among adolescents. E-cigarettes are now the most commonly used tobacco product among youth, having surpassed conventional cigarettes in 2014. Public health authorities and agencies, including the Centers for Disease Control and Prevention and U.S. Surgeon General, have advised that the use of e-cigarettes and nicotine delivery products poses significant and avoidable health risks to young people. In addition, the Town Board hereby finds that certain e-cigarette sales

activities, by their nature, have serious objectionable operation characteristics which can lead to a significant impact on the surrounding community. The Town Board further finds that the unrestrained proliferation of such businesses is inconsistent with existing development and future plans for the Town of Bedford in that they often result in influences on the community which increase the crime rate and undermine the economic, moral and social welfare of the community. The deleterious effects of e-cigarette sales change the economic, social and moral character of the existing community and adversely affect existing businesses and community and family life. As business activity drops off and the quality of life deteriorates, merchants and families move away from the area, leaving it in a vacant and depressed state. The purpose of this article is to prevent the unrestricted proliferation of such businesses and to ensure that the effects of such businesses will not adversely affect the health, safety and economic well-being of the community by enacting criteria for the placement, construction and/or permitting of vaping sales uses in the Town

Therefore, in order to serve the public health, safety and welfare of the residents and businesses within the Town, the declared purpose of this section is to regulate the sale of electronic nicotine delivery systems and the establishment of vape shops.

§ 55-2 Definitions.

BUSINESS

Any person, business, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association, or other business entity of any kind.

ELECTRONIC NICOTINE DELIVERY SYSTEM

Any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provide a vapor of liquid nicotine, any marijuana derivative and/or other substances, mixed with propylene glycol or a similar substitute, to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name. This term shall include the component parts designed for such systems, including, but not limited to, liquid nicotine and other e-liquids, glass or plastic vials containing e-liquid, cartridges, atomizers, batteries, cartomizers and clearomizers, digital displays/lights that adjust settings, tank systems, drip tips, flavoring for electronic nicotine delivery system and programmable software.

VAPE SHOP

Any facility or location whose business operation, whether as its primary use or as an ancillary use, includes the smoking or selling of electronic nicotine delivery systems, hookahs or such other vaping paraphernalia, vapors, e-liquids, marijuana derivative,

or other substances that are smoked through an Electronic Nicotine Delivery System or any related product.

§ 55-3 Prohibition.

- A. It shall be unlawful for any Business to own, manage or operate a Vape Shop outside the RB - Roadside Business Zoning District.
- B. Except as set forth in Section 55-4 below, it shall be unlawful for any Business to sell any Electronic Nicotine Delivery System outside the RB - Roadside Business Zoning District.

§ 55-4 Exemptions.

- A. Any Businesses located outside the RB-Roadside Business Zoning District that are currently selling Electronic Nicotine Delivery Systems in a particular location at the time this local law goes into effect shall be exempt from the provisions of this chapter and that Business, or a successor Business, shall be permitted to continue to sell Electronic Nicotine Delivery Systems in that particular location.
- B. The exemption set forth in Section 55-4(A) shall not override or be applicable in the event it is preempted or superceded by any Town of Bedford, Westchester County, New York State or federal laws, regulations or ordinances that are enacted restricting the sale of Electronic Nicotine Delivery Systems.
- C. Notwithstanding the exemption set forth in Section 55-4(A), in the event that any Business located outside the RB-Roadside Business Zoning District that is presently selling Electronic Nicotine Delivery Systems, or its successor, discontinues or ceases selling Electronic Nicotine Delivery Systems for any reason for a continuous period of more than six (6) months, such Business shall be required to comply and be in conformity with all provisions in this chapter and shall no longer be permitted to sell Electronic Nicotine Delivery Systems.

Section 2. Numbering for Codification

It is the intention of the Town of Bedford and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Town of Bedford; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter," "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 3. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 4. This Local Law shall take effect immediately upon filing with the Office of the Secretary of State.

EXHIBIT "B"

(Form of Stipulation of Discontinuance)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

----- x
BEDFORD VILLAGE SERVICE STATION
OF WESTCHESTER INC, MARUTI 7 CORP.,
KATONAH GAS & AUTO SERVICE, INC.,
KATONAH SERVICE STATION, INC., and
PREFERRED GAS MART, INC.,

Plaintiffs,

-against-

TOWN OF BEDFORD,

Defendant.
----- x

**STIPULATION OF
DISCONTINUANCE WITH
PREJUDICE**

Index No.:70064 /2018

Assigned Judge:

Hon. Joan Lefkowitz, J.S.C.

IT IS STIPULATED AND AGREED, among and between counsel for Plaintiffs, BEDFORD VILLAGE SERVICE STATION OF WESTCHESTER INC, MARUTI 7 CORP., KATONAH GAS & AUTO SERVICE, INC., KATONAH SERVICE STATION, INC., and PREFERRED GAS MART, INC., and counsel for Defendant the TOWN OF BEDFORD, that the above-captioned action be and the same is, discontinued with prejudice, and with each party paying his or its costs and without any costs to any party as against any other party, and

IT IS FURTHER STIPULATED AND AGREED that this Stipulation can be signed and filed in counterparts, that electronic signatures shall be deemed to be original signatures and that this Stipulation can be filed with the Court without notice.

Dated: _____, 2019

KEANE & BEANE, P.C.

Eric L. Gordon, Esq.
TOWN OF BEDFORD
Attorneys for Defendants,
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
(914) 946-4777

Dated: _____, 2019

POLLOCK & MAGUIRE, LLP

Lee A. Pollock, Esq.
Attorneys for Plaintiffs
BEDFORD VILLAGE SERVICE
STATION OF WESTCHESTER INC,
MARUTI 7 CORP., KATONAH GAS &
AUTO SERVICE, INC., KATONAH
SERVICE STATION, INC., and
PREFERRED GAS MART, INC.,
4 West Red Oak Lane, Suite 302
(914) 251-1525