

**VILLAGE OF ARDSLEY
BOARD OF TRUSTEES
REGULAR MEETING
MONDAY, APRIL 18, 2016**

Present:	Mayor	Peter R. Porcino
	Deputy Mayor/Trustee	Nancy Kaboolian
	Trustee	Gary Malone
	Trustee	Mollie Monti
	Trustee	Andy DiJusto
	Village Manager	Meredith S. Robson
	Village Clerk	Barbara A. Berardi
	Village Attorney	Robert J. Ponzini
	Recording Secretary	Donna Fusco

Mayor Porcino called to order the Regular Meeting at 8:00 p.m.

I. ANNOUNCEMENT OF EXIT SIGNS

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES: Regular Meeting – April 4, 2016

Trustee Kaboolian: RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, April 4, 2016 as submitted. **Seconded by Trustee Malone and passed unanimously.**

III. DEPARTMENT REPORTS:

POLICE DEPARTMENT REPORT:

Police Chief, Emil Califano, reported the following activities for March:

- Court fine and fees - \$21,002.50
- Property Lost or Stolen - \$0
- 174 Parking summonses issued
- 124 UTT summonses issued
- 0 Appearance ticket issued
- 10 Arrests
- 240 Blotters

Other activities attended by Officers –

- 3 Swat Officers training total 48 hours
- 2 Officers attended 8 hour training block consisting of Public Utilities awareness, Patrol Driving and Emergency Response, CPR/AED and First Aid Review and Legal Updates
- Installed 16 car seats and issued 3
- Anthony also attended or participated in the following events
- ARDSLEY SCHOOLS SAFETY MEETING
- YOUTH COUNCIL MEETING
- WESTCHESTER COALITION MEETING
- WESTCHESTER COUNTY YOUTH OFFICERS MEETING
- NYS JUVENILE ASSOC MEETING
- ATTENDED ARDSLEY SAYF COALITION MEETING
- GAVE ARDSLEY GIRLS SCOUTS TOUR OF PD
- ATTENDED AMS WELLNESS FAIR
- ATTENDED CONCORD RD WELLNESS FAIR

FIRE DEPARTMENT REPORT:

Chief Theodore J. Knoesel was not present. The following is a summary of Fire Department activities in March 2016:

- 18 Calls for Month
- 311.31 Training Hours
- 0 Maintenance Hours
- 50 NYS Training Hours

Other activities attended:

- 3/10 – Officers and Firefighters attended Workplace Violence training
- 3/13 – Officers and Firefighters attended Sleepy Hollow/Tarrytown St. Patrick's day parade
- 3/23 – Chiefs attended Monthly Battalion meeting at Fairview FD
- Officers and Drivers attended multiple training sessions for New E-164 qualification

BUILDING DEPARTMENT REPORT: Trustee Monti read the Building Inspector's report on behalf of Larry Tomasso for the following activities for March:

- 6 Building permits
- 9 Application fees
- 12 Certificates of Occupancy
- 5 Plumbing permits
- 6 Electrical permits
- 12 Letters of Compliance
- 1 Miscellaneous

Total received - \$3,511.25

Other activities –

- 53 Building inspections
- 21 Zoning inspections
- 0 Fire inspection
- 7 Violation notices
- 2 Warning notices
- 0 Appearance tickets

Larry Tomasso and Tom DeMaio each attended one day of required in-service training this month

LEGAL REPORT:

Village Attorney Ponzini stated that there is nothing to report other than those items that I have been working on with staff. Mr. Ponzini stated that he is available for an Executive Session if necessary.

MANAGER'S REPORT:

VILLAGE MANAGER'S REPORT FOR MONDAY, APRIL 18, 2016

- 1. ASHFORD AVE BRIDGE:** Rather than continue to insert all of the alerts in this report at each meeting, I will just encourage everyone to sign up for our electronic alerts via our website and monitor all bridge news directly from the County at:

www.westchestergov.com/subscribe

www.westchestergov.com/ashfordavenuebridge

- 2. 9A Project Update:** We expect the Suez water main work to begin sometime this week of April 18th. We have notified businesses and residents in and near Addyman Square that the parking lot will be closed off from 7:00 am – 5:00 pm and work will take place between 8:00 am and 5:00 pm. This will be necessary for approximately five days while this section of the project is done in Addyman Square. The public should also know that no parking will be allowed in Addyman Square during these hours and cars not removed from the lot by 7:00 am will be towed. Only evening parking will be permitted.

The balance of the 9A road improvement project will be completed as soon as possible once the water main work is done.

- 3. Staffing changes:** I am happy to report that Naima Yancey, a student at SUNY Buffalo State graduating next month with her Master of Public Administration degree, has agreed to join our staff effective May 23rd. We welcome Naima as the new Confidential Secretary to the Village Manager!

- 4. NY Primary:** Residents are reminded that Primary Day is scheduled for Tuesday, April 19, 2016. The polls will be open from 6:00 am to 9 pm at the Ardsley Community Center and St. Barnabas Episcopal Church. Should you have any questions, please contact Greenburgh Town Clerk at 989-1501 or the Westchester County Board of Elections at 995-5700.

TREASURER'S REPORT: Village Manager, Robson read the Treasurer's Report on behalf of Marion DeMaio:

Ms. Robson stated the bills for the past two weeks totaled as follows: General Fund: \$173,939.63; From the Trust & Agency Fund: \$2,866.50 and from the Capital Fund: \$354.80.

Trustee DiJusto: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$173,939.63 From the Trust & Agency Fund: \$2,866.50 and from the Capital Fund: \$354.80.

Seconded by Trustee Monti and passed unanimously.

MAYOR'S ANNOUNCEMENTS:

- Attended firemen's voting for new officers; sworn in new officers officially
- Tomorrow is primary day; please go out and exercise your vote
- Little League parade was cancelled
- Spending some time on the Jefferson project with some of our constituents looking for ways to address the issues mitigating some of the impacts and hopefully in the coming months we will have more to report on that
- I did write an email to Paul Feiner and Frances Sheehan regarding the draft comprehensive plan but there are some proposals for this area that encompasses the Jefferson that are a little bit concerning to us; I have expressed my concerns about that to them
- We do have a Proclamation regarding healthy teen brain day (Mayor read the Proclamation on the record to the Board)
- Received an email from Lorraine Kuhn reporting from the field of the Saw Mill River Parkway clean-up; there was a good crew out there

COMMITTEE & BOARD REPORTS:

TRUSTEE DIJUSTO:

- 4/8 – Attended firemen's dinner
- 4/14 – Attended WMOA meeting
- Stopped by clean-up and spoke with Lorrain Kuhn
- Read ASVAC Report for the month of March

TRUSTEE MONTI:

- Nothing to report

TRUSTEE MALONE:

- Attended firemen's dinner

TRUSTEE KABOOLIAN:

- Attended WMOA Executive Meeting
- Attended WMOA dinner
- Attended firemen's dinner and had pleasure of doing ceremonial swearing in
- Pointed out that Trustee DiJusto was instrumental in saving a life in this Village
- SAYF Coalition on 4/6 – Theresa DelGrosso presented to the seniors the importance of keeping track of their medication safe; they will be holding a prescription give back day and you can drop off on any unwanted and unused drugs
- 4/20 – Healthy teen brain day
- SAYF Coalition has been working with middle school and high school students and is sending 15 high school students to a summer conference in Rhode Island from July 28th to July 31st; the conference is designed to be about living substance free; students have to be in the incoming 9th grade class to be eligible for the trip
- 4/20 is the Arthur Avenue trip for seniors

IV. VISITORS

V. OLD BUSINESS

1. Consider a resolution to authorize the Mayor to sign the agreement between the Village of Ardsley and Ardsley Little Athletic Association, Inc.

**RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT
BETWEEN
ASSOCIATION, INC.
THE VILLAGE OF ARDSLEY AND
ARDSLEY LITTLE ATHLETIC**

Trustee Kaboolian: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Mayor to sign the agreement between the Village of Ardsley and Ardsley Little Athletic Association, Inc. for the lighting of the Ballfield No. 1 at McDowell Park.
Seconded by Trustee Malone and passed unanimously.

THIS AGREEMENT made this _____ day of _____, 20____, by and between

THE VILLAGE OF ARDSLEY, a municipal corporation of the State of New York, having an office and place of business at the Ardsley Village Hall, 507 Ashford Avenue, Ardsley, New York 10502 (hereinafter referred to as the "Village"), and

THE ARDSLEY LITTLE ATHLETIC ASSOCIATION, INC., a not for profit corporation organized pursuant to the laws of the State of New York with a place of business at P.O. Box 577, Ardsley, New York 10502, (hereinafter referred to as the "Little League")

WITNESSETH

WHEREAS, the Village is the owner of certain baseball fields within its boundaries (known as McDowell Park) that are utilized exclusively for the playing of youth baseball little league games, (hereinafter the "Ballfields"), and

WHEREAS, the easternmost baseball field in McDowell Park is designated as Ballfield Number One (hereinafter referred to as "Ballfield No. 1"), and

WHEREAS, the Little League has provided and conducted educational and recreational Little League baseball games and programs for over 60 years principally for residents of Ardsley, and intends to do so on a continuing basis for the foreseeable future, and

WHEREAS, the Little League in a series of philanthropic gestures has invested approximately \$200,000 in Village ballfield improvements, including but not limited to snack bar roof, playground, sprinkler system, bleachers, fencing and other facility upgrades, all of which would in the normal course be a Village expense, and

WHEREAS, these activities provide health, educational and social benefits for Village families and youth participating in its programs which serve over five hundred-fifty residents, and
WHEREAS, the Village recognizes the need for the optimum utilization of the ballfields, in light of time constraints on parents and participants, including work, school and vacation demands,
and

WHEREAS, both the Village and the Little League recognize improvements must be made to the ballfields to make the ballfields more accessible to the players and their parents and that the addition of lights to Ballfield No.1 would best accomplish that objective, and

WHEREAS, the Village has conducted public discussion at its regularly scheduled Board meetings and has engaged the public, the Little League and property owners neighboring on the perimeter of Ballfield No.1 in that discussion and duly considered all comments, and

WHEREAS, the Village has been advised by its planning consultant that the placement of lights for night time little league baseball at Ballfield No. 1 would be considered a Type II action under SEQR, would be the subject of a negative declaration and does not require a full environmental review, and

WHEREAS, the Village is prepared to contract and install lights sufficient to permit nighttime Little League baseball and the Little League is prepared to gift to the Village funds sufficient to pay for the purchase, installation and maintenance of said lights, and

WHEREAS, such action is proprietary in nature and does not represent the alienation of public land.

NOW THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

FIRST: The Little League expressly acknowledges that Ballfield No. 1 is a public park within the Village of Ardsley and that the execution of this agreement confers no greater rights or privileges other than enumerated in this agreement, or that may be changed or modified from time to time by operation of law.

SECOND: The Village will seek estimates for the installation of playing field lights at Ballfield No.1 pursuant to the Cooperative Purchasing Law of the State of New York. The estimates will include the cost of materials and labor, which are currently approximated in the amounts of \$85,000 and \$50,000, respectively. The Village will also seek a separate cost estimate for additional electrical work required for completion. When finalized, the costs will be hereinafter referred to as the "Contract Costs" and together with the contract for the installation, hereinafter referred to as "the Contract," will be incorporated in this agreement as "Exhibit A". If the Village is unable to use the Cooperative Purchasing Law of the State of New York, the Little League consents to the use by the Village of any alternative purchasing method.

THIRD: Upon receipt of the Contract Costs and the Contract, including any design plans and specifications, the Little League will have ten (10) calendar days to notify the Village of its satisfaction with the Contract Costs and the Contract, including but not limited to the plans and specifications. Such notice shall be in writing delivered in the manner required for notices in this agreement, accompanied by a resolution of the Little League prepared by the corporate secretary acknowledging its consent. The Little League acknowledges that, while it has a right of review, the design, contracting and installation of lights and all other matters contemplated by this agreement are within the sole purview of the Village.

FOURTH: Contemporaneous with the review and acceptance of the Contract Costs and the Contract, together with the corporate resolution forwarded to the Village, the Little League will forward an amount equal to the Contract Costs in form acceptable to the Village Treasurer. Those funds will be segregated in a Village account to be utilized solely for the purpose of funding the Contract Costs and will be disbursed in accordance with the Contract. The Little League acknowledges that this amount is a gift to the Village to enhance the Village recreation program through the addition of lighting to Ballfield No. 1. The Little League acknowledges that this donation does not create any right of action against the Village, including but not limited to any claim for escrow or agency relationship, or on any other basis, and the Little League specifically waives any right to assert claims other than return of funds not expended by the Village for the purposes set forth herein.

FIFTH: Upon completion of the installation and related work provided for in the Contract (hereinafter referred to as the “Work”), the ballfield lights and support system, including but not limited to poles, wires, bulbs and switches, will require maintenance and repair (hereinafter referred to as “Maintenance and Repair”). All ongoing and future Maintenance and Repair will be the exclusive responsibility of the Little League. The Little League acknowledges that all future Maintenance and Repair will be born solely by the Little League and its successors and assigns. Additionally, included in the Contract and the Work, a separate electric meter will be installed at McDowell Park. All electricity utilized for Little League games, practices and functions will be charged to the Little League as, if and when received by the Village from the power provider (hereinafter referred to as the “Electric Bills”). Failure to tender payment to the power provider within thirty (30) days will permit the Village to terminate use of the ballfield lights until such non-payment is cured. The Little League acknowledges that the Village will have no responsibility for payment of any Electric Bill. The terms of this paragraph will apply should an alternative source of energy be used in the future for the lighting of Ballfield No. 1.

SIXTH: The Village acknowledges that with the completion of the Work, Ballfield No.1 will be utilized by the Little League for nighttime activities. Without waiving any rights to regulate its parkland as best serves the needs of all residents of the Village, the Village hereby establishes a framework for the reasonable utilization of Ballfield No. 1 for the term of this Agreement (hereinafter referred to as the “Regulations”):

1. Lights will be programmed to turn off five (5) minutes after the end of each game, or five (5) minutes after the latest time permitted in this agreement, whichever is earlier.
2. Lights on the one pole nearest the parking lot will be programmed to turn off fifteen minutes after the end of each game, or fifteen (15) minutes after the latest time lights are permitted to be utilized under this agreement, whichever is earlier.
3. Prior to the commencement of the spring, summer and fall seasons, the Little League will notify the Village Manager that the game schedule is complete and the Manager will review the schedule for compliance with the agreement herein. The Little League will also notify the Manager in advance of any changes during the season involving the number of late games scheduled until 10:00 p.m.
4. With a Fall Season of approximately that period of time commencing in September and concluding no later than October 31, weeknight games shall be permitted to continue in play up until 8:00 p.m. in order to complete games that would otherwise be unable to continue due to darkness.
5. With a Spring Season of approximately ten (10) weeks, a game will be permitted until 10:00 p.m. on a maximum of nine (9) Fridays or Saturdays. During the weekdays

(Monday through Thursday), a total of up to five (5) additional “make up” late games will be permitted until 10:00 p.m., if needed,. over the course of the Spring Season.

6. With a Summer Season of approximately four to five weeks, during the weekdays, a maximum of ten (10) games will be permitted from 8:00 p.m. till 10:00 p.m., if needed. It is acknowledged that other games on adjoining Ballfields may be concurrently scheduled from 6:00 p.m. until 8:00 p.m. The Little League has stated and represents for the purpose of this agreement that no games are played on the weekends during the summer season.
7. The Little League is being granted the opportunity to plan nine (9) games until 10:00 p.m. and an additional five (5), if needed, in the Spring and ten (10) in the Summer season until 10:00 p.m., if needed. Under no circumstances are additional lighted games to be permitted without the express approval of the Village Trustees.
8. This agreement shall be subject to two (2) mandatory reviews during its first two full years of implementation. Upon completion of the Fall season, defined herein as commencing no sooner than September and concluding no later than October 31, the Village will provide the Little League and the public a written description of non compliance issues no later than December 31st. Any and all parties will be provided the opportunity to comment and/or respond to those issues raised, in writing, no later than January 31st. The Village will respond in writing no later than February 28 with those adjustments it believes, in its sole discretion, are in the best interests of all parties and consistent with the purposes of this agreement

SEVENTH: The term of this Agreement shall last for a period of one hundred and eighty (180) months commencing upon its execution by all parties. The Agreement may be extended by application to the Board of Trustees, it being the intention of the parties that the Agreement will be extended unless the Little League is in violation of the terms of this Agreement. Irrespective of the review and comment provided for in Paragraph 6 (8), if upon good cause shown, and after providing the Little League with the opportunity to be heard, the Village finds that the continued operation of Ballfield 1 pursuant to the term of this agreement, is inconsistent with peace and harmony and best interests of the Village, this agreement may be terminated or amended by the Village as deemed appropriate.

EIGHTH: The Village assumes no obligation under this Agreement other than to accept the gift of the Little League and to utilize the donation in accordance with the terms herein. If any provision under this Agreement is found to be invalid, the Agreement shall be enforced to the extent of the original intentions of the parties. If litigation is commenced against the Village, the Village may defend or otherwise resolve the litigation in the best interests of the Village residents without restriction. If this Agreement or any part thereof, is challenged with respect to its legality, the Village will notify the Little League upon receipt pursuant to the notice provision of this Contract and provide it with opportunity to intervene, defend or otherwise protect its interests.

NINTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by certified mail or hand-delivered to the respective addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notices shall be effective on the date of receipt:

To the Village:
Village Manager
Ardsley Village Hall
507 Ashford Avenue
Ardsley, New York 10592

To the Little League:
Ardsley Little Athletic Association Inc.

TENTH: The failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party of any provision herein shall be implied.

ELEVENTH: This Agreement shall bind the successors, assigns and representatives of the parties hereto. This Agreement may not be assigned or otherwise transferred by the Little League without the express written consent of the Village.

TWELFTH: This Agreement and attachments specifically referenced herein constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior communications and writings. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

THIRTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Village Attorney.

IN WITNESS WHEREOF, the Village of Ardsley and the Ardsley Little Athletic Association, Inc. have executed this Agreement as of the date first above written.

THE VILLAGE OF ARDSLEY

By: _____
Peter R. Porcino, Mayor

ARDSLEY LITTLE ATHLETIC ASSOCIATION, INC.

By: _____

Authorized by the Village of Ardsley on the ____ Day of _____, 2016
Authorized by the Ardsley Little Athletic Association, Inc. on the ____ Day of _____, 2016

Approved as to form and manner of executions

Village Attorney

VI. NEW BUSINESS

1. Consider a resolution to grant permission to erect two temporary signs for Memorial Day

RESOLUTION TO GRANT PERMISSION TO ERECT TWO TEMPORARY SIGNS FOR MEMORIAL DAY

Trustee: Monti: RESOLVED, that the Village Board of the Village of Ardsley hereby approves a request from Ardsley American Legion Post 458 to erect two 4' x 8' signs with information regarding Memorial Day ceremony and parade; one sign to be placed at the southwest corner of intersection of Route 9A and Ashford Avenue, and the other to be placed at the entrance to Pascone Park on Ashford Avenue. The signs will be erected approximately May 18th through May 31, 2016. **Seconded by Trustee DiJusto and passed unanimously.**

2. Consider a resolution to grant permission to erect two banners in connection with the free summer concert series at Pascone Park

RESOLUTION TO GRANT PERMISSION TO ERECT TWO BANNERS IN CONNECTION WITH THE FREE SUMMER CONCERT SERIES AT PASCONE PARK

Trustee: Malone: RESOLVED, that the Village Board of the Village of Ardsley hereby approves a request from the Recreation Commission to erect two banners, one on the guard rail at the southwest corner of Route 9A / Ashford Avenue, and the other on the split rail fence at the northbound jug handle of McCormick Drive, advertising the free summer concert series at Pascone Park. Such banners will be in place from June 6th through August 22, 2016. **Seconded by Trustee Kaboolian and passed unanimously.**

3. Consider a resolution to declare Lead Agency and Scheduling a Public Hearing for Ardsley Foods, Inc. to relocate the existing business to 475 Ashford Avenue

RESOLUTION DECLARING LEAD AGENCY AND SCHEDULING A PUBLIC HEARING FOR ARDSLEY FOODS, INC. TO RELOCATE THE EXISTING BUSINESS TO 475 ASHFORD AVENUE

Trustee DiJusto: RESOLVED, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for a proposed permit to convert the former Nishi Restaurant into a pizzeria located at 475 Ashford Avenue;

BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, May 2, 2016 at 8:15 p.m. to discuss the proposed project. **Seconded by Trustee Monti and passed unanimously.**

4. Consider a resolution to declare Lead Agency and Scheduling a Public Hearing for Orange Realty & Consulting, Inc. to convert storage space into a small business office located on 12 Center Street

RESOLUTION DECLARING LEAD AGENCY AND SCHEDULING A PUBLIC HEARING FOR ORANGE REALTY & CONSULTING, INC. TO CONVERT STORAGE SPACE INTO A SMALL BUSINESS OFFICE LOCATED AT 12 CENTER STREET

Trustee Malone: RESOLVED, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for a proposed permit to convert the small storage space on the first floor behind the barber shop located at 12 Center Street into a small business office;

BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, May 2, 2016 at 8:30 p.m. to discuss the proposed project. **Seconded by Trustee Kaboolian and passed unanimously.**

5. Discussion regarding “Phase In the New Assessments in Greenburgh”

Mayor announced that he attached a letter to the Agenda from the Brian Smith, the Mayor of Irvington to the Town Board and a copy of the press release from the Village of Irvington.

Trustee DiJusto said that everyone he has spoken to has said that there assessment has gone up. Mayor Porcino stated that the statistics that we have seen are that the overall valuations in Ardsley went up 3% from where they were before. Irvington went up substantially more 8% or 9%. Everyone discussed the tax challenges and the Village Attorney stated that the tax increase will go into effect July of next year.

VII. CALL FOR EXECUTIVE SESSION. Brief Executive Session to discuss a personnel matter

VIII. ADJOURNMENT OF MEETING

Trustee Malone: RESOLVED, that the Village Board of the Village of Ardsley hereby adjourns the regular meeting of Monday, April 18,, 2016 at 8:39 p.m. **Seconded by Trustee Kaboolian and passed unanimously.**

IX. NEXT VILLAGE BOARD MEETING: Monday, May 2, 2016 at 8:00 p.m.

Respectfully submitted,

Donna Fusco
Recording Secretary