



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Tuesday, June 21, 2022

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

Page

1. PLEDGE OF ALLEGIANCE

2. POLICE AWARD CEREMONY

3. SWEARING IN OF POLICE OFFICERS:

- Lindsay Braig
- Tina Savarese

**4. WESTCHESTER POWER PAUSE
PRESENTATION**

Dan Walsh -Sustainable Westchester

5. PUBLIC HEARINGS

CONTINUATION OF PUBLIC HEARING

To Discuss to Discuss Holding Outdoor Classes in the
Parking Lot During the Summer Months at 708 Saw Mill
River Road-Honest Art

5 - 10

Click [HERE](#) to view Barrier

PUBLIC HEARING

Public Hearing in the Matter of Discussing Amendments to
Chapter 190 Entitled "Filming" of the Ardsley Village Code

11

6. APPROVAL OF MINUTES:

12 - 29

6.a June 6, 2022 Board of Trustees Regular Meeting Minutes

7. DEPARTMENT REPORTS

7.1. LEGAL

7.1.a Legal Report -Village Attorney Robert Ponzini

7.2. MANAGER

7.2.a Village Manager Report June 20, 2022-Joe Cerretani

7.3. TREASURER

30 - 35

7.3.a June 20, 2022 Abstract Report

7.4. BUILDING

36 - 46

7.4.a May 2022 Building Department Report

7.5. FIRE

47 - 49

7.5.a May 2022 Fire Department Report

7.6. POLICE

50 - 72

7.6.a May 2022 Police Department Report

7.7. MAYOR’S ANNOUNCEMENTS

7.8. COMMITTEE & BOARD REPORTS

8. VISITORS

9. OLD BUSINESS:

73

9.a Consider a Resolution Granting Permission to Honest Art-708 Saw Mill River Road to Block Off Three of the Existing Parking Spaces in order Hold Outdoor Summer Classes in the Parking Lot

74 - 78

9.b Consider a Resolution Amending Chapter 190 Entitled "Filming" of the Code of the Ardsley Village

79 - 82

9.c Consider a Resolution to Adopt Film Permit

10. NEW BUSINESS:

- | | |
|-----------|---|
| 83 - 101 | 10.a Consider a Resolution Determining that Proposed Action: Development at 774 Saw Mill River Rd in the Village of Ardsley is an Unlisted Action and providing for Coordinated Review Under SEQRA by Declaring their Intent to Act as Lead Agency |
| 102 - 110 | 10.b Consider a Resolution Authorizing the Village Manager to Sign an Intermunicipal Agreement Between Westchester County and the Village of Ardsley Regarding Police Academy Instructors |
| 111 - 161 | 10.c Consider a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding with Sustainable Westchester, Inc. for Participation in the Short-term Westchester Power Contract for Communities in the Con Edison Service Territory |
| 162 - 167 | 10.d Consider a Resolution to Award Proposal for Material Testing & Inspections Services Evaluation <i>for New Public Works Facility Project</i> |
| 168 - 173 | 10.e Consider a Resolution Authorizing, Subject To Permissive Referendum, The Issuance Of An Additional \$8,825,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay Part Of The Cost Of Construction Of A New Highway Garage |
| 174 - 178 | 10.f Consider a Resolution Authorizing The Issuance Of \$330,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of Dump Trucks With Plow And Sander |
| 179 - 183 | 10.g Consider a Resolution Authorizing The Issuance Of \$350,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Replacement Of The Base Station And Mobile Radio System For The Police Department |
| 184 - 187 | 10.h Consider a Resolution Authorizing The Issuance Of \$700,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Road |

- | | |
|-----------|--|
| 188 - 191 | <p style="text-align: center;">Reconstruction And Resurfacing,
Throughout And In And For Said Village</p> <p>10.i Consider a Resolution Authorizing The Issuance Of \$14,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of A Landscape Trailer</p> |
| 192 - 197 | <p>10.j Consider a Resolution Authorizing The Issuance Of \$75,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of A Fire Chief Vehicle</p> |
| 198 - 201 | <p>10.k Consider a Resolution Authorizing The Issuance Of \$55,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Replacement Of Computer Server And Computer Software</p> |
| 202 - 206 | <p>10.l Consider a Resolution Authorizing The Issuance Of \$30,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of Apparatus For A Fire Pumper Vehicle</p> |

11. CALL FOR EXECUTIVE SESSION

12. ADJOURNMENT OF MEETING

13. ANNOUNCEMENTS

- June 21st Board of Architectural Review Meeting 8:00 pm
- June 22nd Ardsley Senior Citizens-Bingo 11:00 am
- June 22nd Homework Helpers -3:00 pm
- June 22nd Zoning Board of Appeal Meeting 8:00 pm
- June 23rd Summer Concert Series 6:30 pm
- June 23rd Library Board Meeting 7:30 pm
- June 24th Middle School Hangout 3:00 pm
- June 29th Senior Citizens BBQ 11:30 am
- July 4th ALL VILLAGE OFFICES CLOSED

14. NEXT BOARD MEETING:

Tuesday, July 5, 2022

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, June 6, 2022 at 8:00 p.m. or soon thereafter via Zoom Platform to discuss the proposed request to block off three of the existing parking spaces in order to hold outdoor summer classes at 708 Saw Mill River Road-Honest Art.

Notwithstanding the provisions of Article 7 of the Public Officers Law to the contrary, the meeting will be conducted remotely in accordance with Chapter 417 of the Laws of 2021 in light of the public health and safety concerns associated with the COVID-19 pandemic. As such there will be no public participation in person. Members of the Board of Trustees and Village Officers and staff participating in the meeting will be participating remotely through video conference.

The Board will use Zoom, a web-based video conferencing service to conduct the meeting. The public will have the opportunity to see and hear the meeting live and provide comments. If any interested members of the public would like to comment on this Public Hearing, comments will be taken online via the Zoom platform during the public hearing by using the “raise hand” feature and waiting for the meeting host to unmute them. Written comments may be sent to Village Clerk, Ann Marie Rocco at arocco@ardsleyvillage.com or regular mail to 507 Ashford Avenue, Ardsley, NY 10502 Attn: Village Clerk. All comments will be shared with the Board of Trustees and questions will be answered as quickly as possible.

The following is the Zoom invitation to join remotely:

Join Zoom Meeting

<https://us02web.zoom.us/j/86565429772?pwd=8bdmCfP6FtoHNC3btZEShjDJRDwlsJ.1>

Meeting ID: 865 6542 9772

Passcode: 757974

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 865 6542 9772

Find your local number: <https://us02web.zoom.us/u/kbkCDoBRv7>

All residents and taxpayers are invited to attend and be heard via Zoom.

**BY ORDER OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF ARDSLEY, NEW YORK**

Ann Marie Rocco

Village Clerk

Dated: May 20, 2022



Gabriel Cruz
Honest Art
708 Saw Mill River Rd.,
Ardsley, NY 10502

May 10, 2022

Village of Ardsley

To Whom it May Concern,

Honest Art is requesting to use 3 of our parking spaces for an outdoor seating area during the late Spring and Summer. This space would be used to give our students some sunshine during our summer camp, and any other all day events. This will not be used as any type of rollover space to increase capacity. The area will be designed to hold two tables of approximately 8 people, and only will be used during the daytime hours. Our business runs as a drop-off business, and we do not expect any adverse impacts. We thank you in advance for your consideration in this matter.

Regards,

Gabriel and Liza Cruz
Owners of Honest Art
708 Saw Mill River Rd.

www.honestart.com
Phone: 914-309-9334



May 11, 2022

To Whom It May Concern

The owner of 708 Saw Mill River Road also known as 708 Yellow Jersey LLC is giving their retail tenant Honest Art permission to use three parking spaces in the driveway. These spaces can be used at their discretion for the needs of the business to conduct classes or outdoor eating.

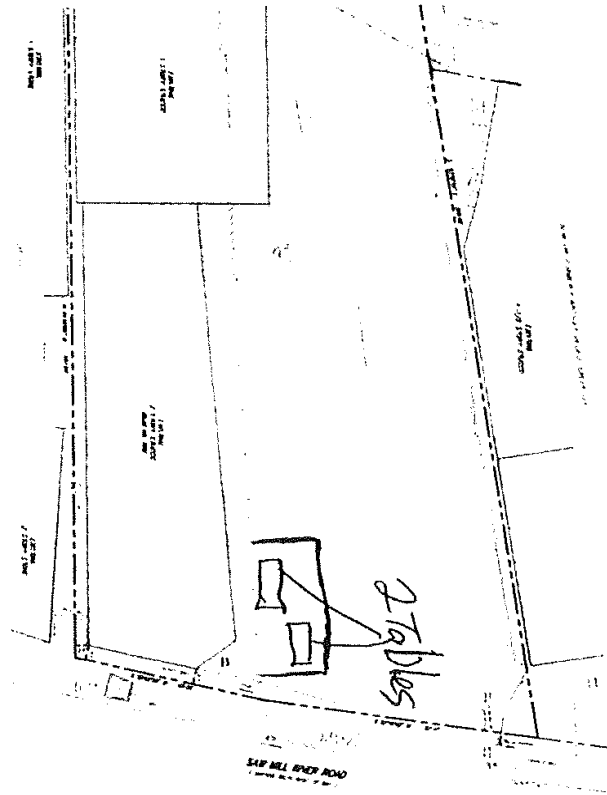
If you require anything else from us please call us at the office at 914-355-3277.

Sincerely,

Management Company

77 Tarrytown Rd, Suite 1E, White Plains, NY 10607
914-355-3277 Phone | 914-831-7444 Fax
| info@sterlingpsi.com

page 1



NO.	REVISION	DATE

JOB COPY

NO REVISIONS TO THIS PLAN HAVE BEEN MADE SINCE THE DATE OF THE ORIGINAL SUBMISSION TO THE VILLAGE BOARD OF TRUSTEES. ANY CHANGES TO THIS PLAN SHALL BE INDICATED BY A REVISION TABLE.

APPROVED BY VILLAGE BOARD OF TRUSTEES
[Signature]
 DATE: *[Signature]*

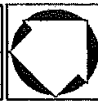
NOT TO SCALE
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN SHALL BE THE ONE APPROVED BY THE VILLAGE BOARD OF TRUSTEES.

NO.	REVISION	DATE

C-010



EXISTING CONDITIONS MAP
PROPOSED MIXED USE REDEVELOPMENT
 708 SAW MILL RIVER ROAD
 VILLAGE OF ARDSLEY, NEW YORK




JMC

REDWOOD CAPITAL ADVISOR, LLC
 342 BARKHILL ROAD
 PLEASANTVILLE, NY 10570
 DEGRAW & DEHAAN ARCHITECTS
 30 NORTH STREET, SUITE 101
 MIDDLETOWN, NY 10940

MEMO

TO: Mayor Kaboolian, Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: May 11, 2022

RE: Honest Art, Inc 708 Saw Mill River Rd

Gabriel Cruz, CEO of Honest Art, Inc., is requesting permission to place two tables in the parking lot to hold outdoor summer classes. He is proposing to block off three of the existing parking spaces. In his letter (attached) he stated that the outdoor seating “will not be used as any type of rollover space to increase capacity”. Village Board approval is required for this request.

The VB should declare itself Lead Agency for this site plan review and schedule a public hearing on the June 6th agenda

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr708-honest art outdoor seating 05-11-22



Gabriel Cruz
Honest Art
708 Saw Mill River Rd.,
Ardsley, NY 10502

May 10, 2022

Village of Ardsley

To Whom it May Concern,

Honest Art is requesting to use 3 of our parking spaces for an outdoor seating area during the late Spring and Summer. This space would be used to give our students some sunshine during our summer camp, and any other all day events. This will not be used as any type of rollover space to increase capacity. The area will be designed to hold two tables of approximately 8 people, and only will be used during the daytime hours. Our business runs as a drop-off business, and we do not expect any adverse impacts. We thank you in advance for your consideration in this matter.

Regards,

Gabriel and Liza Cruz
Owners of Honest Art
708 Saw Mill River Rd.

www.honestart.com
Phone: 914-309-9334

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the Board of Trustees of the Village of Ardsley will hold a public hearing Tuesday, June 21, 2022 at 8:00 p.m. or soon thereafter at Village Hall-Court Room, 507 Ashford Avenue, Ardsley, NY to discuss adoption of a resolution amending Chapter 190 entitled "Filming" of the Ardsley Village Code. The full text of the proposed amendments are available at the office of the Village Clerk at Village Hall during normal office hours from 9 am- 4pm.

Written comments may be sent to the Village Clerk at arocco@ardsleyvillage.com and the Village Manager at jcerretani@ardsleyvillage.com, or sent via regular mail to 507 Ashford Ave, Ardsley, NY 10502. All comments will be shared with the Board of Trustees and questions will be answered as quickly as possible.

All residents and taxpayers are invited to attend.

**BY ORDER OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
ARDSLEY, NEW YORK**

**Ann Marie Rocco
Village Clerk
Dated: June 10, 2022**



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, June 6, 2022

Meeting Held Via Zoom Platform

Present: Mayor	Nancy Kaboolian
Deputy Mayor/Trustee	Andy Di Justo
Trustee	Asha Bencosme
Trustee	Steve Edelstein
Trustee	Craig Weitz
Village Manager	Joseph L. Cerretani
Village Clerk	Ann Marie Rocco
Village Attorney	Robert J. Ponzini

Absent:

1. PLEDGE OF ALLEGIANCE Mayor Kaboolian asked for a moment of silence for:

- Frank Pignatelli Father of our Ardsley Police Officer John Pignatelli
- Milton Wiskind Father of Michael Wiskind-Chairman of the Ardsley Zoning Board of Appeals.
- All the lives lost on June 6th, 1944 on the beaches of Normandy- D-Day.

PUBLIC HEARING To Discuss Holding Outdoor Classes in the Parking Lot During the Summer Months at 708 Saw Mill River Road-Honest Art

1. Mayor Kaboolian opened the Public Hearing at 8:03 pm in the matter of Holding Outdoor Classes in the Parking Lot During the Summer Months at 708 Saw Mill River Road-Honest Art

Mayor Kaboolian read the Public Notice into the record.

Owner of Honest Art, Gabriel Cruz was present to explain that he would like the first 3 spaces closest to the building and street blocked off to have tables where the students could have lunch/class during the camp hours and would like to partition the area with

barriers and keep the barriers up Monday through Friday during the summer months. Mr. Cruz explained that there would be no spots that would be backing up into the area.

Mayor Kaboolian and the Board will need to discuss the safety concerns with the our Police Department.

Trustee Bencosme questioned what the "other all day events" will be and what period would this cover?

Mr. Cruz explained that this is referring to camps such as Juneteenth all day camp. He would probably continue with outdoor seating until the Fall. Seating outside would be for approximately an hour.

Camp starts around June 13th through September 1st from 9am-3pm. There are 5 kids per week. This number will vary. These camps are 1 week sessions.

Trustee Weitz questioned if they could use the space in the back of the building.

Mr. Cruz does not feel that this space will work but he will take a look at it.

Mayor Kaboolian would still like to get the Police Department's opinion on this request and would like to hold this public hearing open until the next Board meeting on June 21st.

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that this public hearing be continued for the discussion of holding outdoor classes in the parking lot during the summer months at 708 Saw Mill River Road-Honest Art at 8:27 pm

2022 PROCLAMATION -DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

1. Trustee DiJusto read the following proclamation:

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Village of Ardsley to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 110 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 16,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, according to the most recent statistics issued by the CDC in New York State in 2020 there were 1,052 gun deaths per year, with a rate of 5.3 deaths per 100,000 people; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including Ardsley, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than two years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

Error! Hyperlink reference not valid.**WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 3, 2022 to recognize the 25th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

Error! Hyperlink reference not valid.(1) Hadiya Pendleton and other victims of gun violence; and

Error! Hyperlink reference not valid.(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 3rd, the first Friday in June in 2022, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 3, 2022 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

Error! Hyperlink reference not valid.NOW, THEREFORE BE IT RESOLVED, that Mayor Nancy Kaboolian of the Village of Ardsley declares the first Friday in June, June 3, 2022, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

June 6, 2022

2. APPROVAL OF MINUTES:

- 2.1 May 16, 2022 Board of Trustees Regular Meeting Minutes

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, May 16, 2022 as submitted.

3. DEPARTMENT REPORTS

1. LEGAL

- 1.a Village Attorney Robert Ponzini stated there is nothing to report other than those items that he is working on with Village staff and he is available for Executive Session if needed.

2. MANAGER

- 2.a June 6, 2022 Village Manager Report Joe Cerretani
Village Manager Joe Cerretani read the following report:

TAXES DUE: The 1st half of the 2022 Village Tax is due, without penalty, by June 30th. Payments made in person after June 30th, or that arrive via mail postmarked by the postal service after June 30th, or arrive thereafter without a postmark, will be assessed a late penalty as required by the New York State Real Property Law. Meter-mailed postmarks are not a valid proof of timely payment. Most payments made through online banking come in without dates and will not be accepted if the envelope is not postmarked by the deadline. Please bear in mind that no Village official is empowered to waive the late fee for any reason.

We have received reports that some residents have not received their tax bills in the mail. Taxpayers may look up their tax bill amounts online and make payments online, in person, or by mail. Staff will follow up with the post office, as necessary.

3. TREASURER

3.a June 6, 2022 Abstract Report

Village Manager Joseph Cerretani read the Treasurer's Report for June 6, 2022.

Village Manager Cerretani stated that the bills for the past two weeks totaled as follows: From the General Fund: \$470,156.13; from the Sewer Fund: \$3,791.77; from the Trust & Agency fund: \$7,579.25 and from the Capital Fund: \$427,733.70

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$470,156.13; from the Sewer Fund: \$3,791.77, from the Trust & Agency Fund: \$7,579.25 and from the Capital Fund: \$427,733.70

4. BUILDING No Building Department Report

5. FIRE No Fire Department Report

6. POLICE No Police Department Report

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Attended the Tri-Village Memorial Ceremony in Hastings Hosted by the American Legion.
- Attended our Veterans breakfast.
- Attended our Memorial Day Parade and thank our American Legion Post #458 who organized the parade and service. Thanked everyone who attended and supported this event.
- Attended our Pride Celebration on June 4th that was very well attended.
- Bee Line bus service is free for the summer months.
- June 1st is the beginning of hurricane season and we are working with the County emergency service to help prepare.

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto did not have anything to report.

Trustee Bencosme did not have anything to report.

Trustee Edelstein announced the following:

- Pollinator Pathway had a very successful garden tour and was well attended.
- Juneteenth celebration will take place on June 18th beginning at 5 pm at Pascone.
- Ice cream Social will be on June 23rd at Pascone Park 6:00 pm
- Our first summer concert series will take place on June 23rd beginning at 6:30 pm
- Mayor Kaboolian that the Multicultural Committee for organizing these June events.

Trustee Weitz did not have anything to report.

4. VISITORS

4.1 The following visitors were present for discussion regarding resolution 6.7 to award bids for the new Public Works Facility:

Highway Foreman, David DiGregorio
David Chen from Calgi Construction
Andrew Laidlaw Architect from Calgi Construction
Dan Tenney from Weston & Sampson
Charlene Indelicato, Consultant

5. OLD BUSINESS:

5.1 Consider a Resolution Granting Permission to Honest Art-708 Saw Mill River Road to Block Off Three of the Existing Parking Spaces in order Hold Outdoor Summer Classes in the Parking Lot

This resolution was TABLED and will be moved to the June 21st Board of Trustees Meeting RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes Honest Art at 708 Saw Mill River Road to block off three of the existing parking spaces in order to hold outdoor summer classes in the parking lot.

1. The exit doors and sidewalk must remain unobstructed at all times
2. The vehicle barriers must remain in place at all times that classes are in session
3. The months of operation of the outdoor classes should be limited as determined by the VB.
4. The hours of operation should also be limited as determined by the VB.

5. The outdoor classes shall not be used to increase the occupant load of the business, but shall be used instead of the indoor space..
6. Any conditions deemed that the Village Board, Village Attorney & Village Manager deem appropriate.
7. Any conditions deemed appropriate by the VB.
8. The applicant must submit a revised plan to the building department detailing all of the conditions of approval.

6. NEW BUSINESS:

- 6.1 Consider a Resolution Modifying the 2021/2022 Budget by Enabling the Village Treasurer to Make Necessary Transfers within the General Fund

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously. RESOLVED,

that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2021/2022 Village Budget by transferring \$342,024.75 from the following.

FROM LINE ITEMS:

A-1990-0400-0000 Contingency	\$342,024.75
------------------------------	--------------

TO LINE ITEMS:

A-3120-0100-0000 Personnel Services	\$88,488.94
A-3120-0101-0000 Personnel Services	\$221,056.25
A-3120-0106-0000 Special Events	\$32,479.56

- 6.2 Consider a Resolution to Schedule a Public Hearing to Discuss Amendments to Chapter 190 Entitled "Filming" of the Ardsley Village Code

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED,

that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, June 21, 2022 at 8:00 p.m. or soon thereafter to discuss amending Chapter 190 entitled "Filming" of the Ardsley Village code as follows:

Article I Definitions

§109-1. Definitions

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

FILMING -When cameras and equipment are at a premises.

FILM POLICY – The Village of Ardsley Film Policy that is in effect at the time of filming.

Article II Private Property

§109-2. Filming on Private Property

No commercial, movie, documentary television program, similar presentation or any portion thereof shall be filmed, videotaped, recorded or otherwise made on any private property within the Village of Ardsley unless the owner or tenant in control of the property or the professional film company first makes an application to and obtains a permit from the Village of Ardsley.

§109-3. Applications for permit

Applications shall be obtained from and submitted for review to the Village Clerk as required by and enumerated in the Film Policy, in person or by mail at least five business days in advance of the filming and must contain at least the following information:

- ~~A. The name, address and telephone number of the applicant.~~
- ~~B. The location of the property where filming, etc., is to take place.~~
- ~~C. State if the applicant is the owner or tenant in possession of the property or the filming company.~~
- ~~D. The name and address of the owner of the property if the applicant is not the owner.~~
- ~~E. The consent of the owner if other than the applicant.~~
- ~~F. The name, address and telephone number of the person or entity the applicant wishes to allow to film, etc.~~
- ~~G. The date filming is to take place and the hours of filming.~~
- ~~H. The dates within the previous 12 months that any filming, as described in § 109-2 above, was conducted at this location.~~
- ~~I. Affirmation that filming will not involve use of public property.~~
- ~~J. A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~
- ~~K.~~
- ~~All other information requested on the application.~~

§109-4. Fee

Each applicant shall pay a fee to the Village of Ardsley in the amount as set forth in Schedule of Fees Film Policy, for each permit.

§109-5. Operational Restrictions

- A. Filming for which a permit is required under § 109-2 above shall be conducted in compliance with the Film Policy, in no event be conducted at the same location (i.e., in the

~~same building or at the same street address) more than any portion of 12 calendar days within any twelve month period.~~

~~B. No applicant shall permit any filming for which a permit has been issued to be conducted prior to 7:00 a.m. or after 10:00 p.m.~~

~~C. No applicant shall permit equipment used in connection with such filming, including but not limited to lights, generators and related equipment, to be set up or operated at the location described in § 109-3 above prior to 7:00 a.m. or after 10:00 p.m.~~

§109-6. Penalties for offenses

A. Any person, persons, corporation, company, group or other entity of any kind who fails to obtain the permit required herein or otherwise violates any provision of this chapter shall be subject to a fine of up to \$250 or imprisonment for not more than 15 days, or both such fine and imprisonment.

B. The imposition of such penalty shall not be Village's exclusive remedy in the event of a violation of this chapter. The Village may pursue any and all other legal remedies available to it in connection with any violation of this chapter.

§109-7. Limitations for previous violations

Notwithstanding any of the foregoing, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

ARTICLE III Public Property

§109-8 Filming on public property

No commercial, movie, documentary television program, similar presentation or any portion thereof shall be filmed, videotaped, recorded or otherwise made on any public property (streets, sidewalks, parks, etc.) within the Village of Ardsley, unless application is made and a permit obtained from the Village of Ardsley. This includes the running of cable, the placing or storing of equipment of any kind, the parking of vehicles, etc., on any public property or any other use of public property for the purpose of making films, etc. (NOTE: Specifically excluded are all filming projects conducted under the auspices of the Village of Ardsley Cable Television Committee.)

§109-9. Application for permit

Applications shall be obtained from and submitted to the Village Clerk **as required by and enumerated in the Film Policy**, in person or by mail at least 10 business days in advance of the filming and must contain at least the following information:

- ~~(1) The name, address and telephone number of the person or company making the film, etc.~~
- ~~(2) The location where filming, etc., is to take place.~~
- ~~(3) The date filming is to take place and the hours of filming.~~
- ~~(4) A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~

~~(5) Approval from the Police Chief, with any conditions he may set forth.~~

~~(6) Any other approval the Village Manager or Village Clerk deems necessary, with any conditions which may be set forth.~~

~~B. A certificate of insurance must be submitted with the application, naming the Village of Ardsley as an additional insured, in amounts satisfactory to the Village.~~

§109-10 Fee

The fee for such permit shall be as set forth in the Schedule of Fees Film Policy.

§109-11 Operational Restrictions

A. Filming for which a permit is required under § 109-8 above shall be conducted in compliance with the Film Policy. ~~No applicant shall permit any filming, etc., for which a permit has been issued to be conducted prior to 8:00 a.m. or after 7:00 p.m.~~

B. ~~No applicant shall permit equipment used in connection with such filming, including but not limited to lights and generators, etc., to be set up or operated at the location described in § 109-9 above prior to 8:00 a.m. and after 7:00 p.m.~~

§109-12 Penalties for offenses

A. Any person, persons, corporation, company, group or other entity of any kind who fails to obtain the permit required herein or otherwise violates any provision of this chapter shall be subject to a fine of up to \$1,000.

B. The imposition of such fine shall not be the Village's exclusive remedy in the event of a violation of this chapter. The Village may pursue any and all other legal remedies available to it in connection with any violation of this chapter.

§109-13 Limitations for previous violations

Notwithstanding any of the foregoing, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

ARTICLE IV Film production schedule of fees

§109-14 Submission of requests

RESERVED

~~Requests for film productions which will exceed five days must be submitted to the Village Clerk in writing, at least 10 business days prior to filming, for his or her consideration and approval. Such approval may include fees and any conditions the Village Manager or Village Clerk may deem necessary and expedient.~~

§ 109-15 Fees.

All fees for each permit referred to herein are payable in the amounts designated in Chapter A210, Fees the Film Policy.

6.3 Consider a Resolution Amending Sewer Rent Grievance Procedures

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously.

WHEREAS, Article 14-F of the New York General Municipal Law authorizes municipalities to establish a system of user fees, or sewer rents; and

WHEREAS, in the exercise of such statutory authority, the Board has adopted a local law establishing a system of sewer rents using water consumption as a basis for calculating same; and

WHEREAS, the Board further desires to establish the policy and procedures for the sewer rent program and for sewer users to appeal their bill;

NOW THEREFORE BE IT RESOLVED, the Board of Trustees hereby establishes the following process and procedures for Sewer rent and adjustments or changes to sewer bills:

1. Adjustments; a sewer user who maintains that the sewer rent should be adjusted for any given quarterly period may make one application to the Village Manager for an adjustment for that period's sewer rent. Such application shall be in writing, and be supported by substantial evidence establishing that the amount of the system user's water consumption that actually was discharged into the sanitary system was less than the amount of water consumption used to calculate the system user's sewer rent. Proof shall be in the following form:
 - A. An engineering report from a professional engineer licensed in the State of New York;
 - B. Data from a sub meter whose operation has been inspected by the Village of Ardsley;
 - C. Affidavits; or
 - D. Any other documentary evidence.
2. The system user has the burden of proof. The quantum and quality of proof is necessarily dependent on the amount of the adjustment sought. If any adjustment is warranted, the system user shall receive the same in the form of a credit on the next bill following the Village Manager's determination.
3. If a system user is aggrieved by said determination, said user may appeal to the Village Manager within 15 days of same. The appeal must include a written narrative outlining the grounds upon which said user merits a one-time exemption of Village rules and procedures resulting in reversal of a sewer rent grievance decision. Any decisions reached at the conclusion of this appeals process are final and cannot be further appealed.

- 6.4 Consider a Resolution Authorizing the Village Manager to Execute an Agreement for Engineering Services with Weston & Sampson for the Parks & Recreation Master Plan

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Weston & Sampson, PE, LS, LA, PC with offices at 1 Winners Circle, Suite 130, Albany, New York 12205 for engineering services for the Parks & Recreation Master Plan effective June 1, 2022 and concluding March 1, 2023.

6.5 Consider a Resolution Declaring Support for the New York State Climate Action Council Scoping Plan

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously. WHEREAS, the Sixth Assessment of the International Panel on Climate Change (IPCC) finds that climate change is causing dangerous and widespread disruption in nature and affecting the lives of billions of people around the world; and

WHEREAS, the IPCC Assessment concludes that rapid, deep and sustained reductions in global greenhouse gas emissions (GHG) are necessary, including accelerated action in this critical decade, to limit global warming to within 1.5°C and 2°C in this century; and

WHEREAS, New York State recognizes the urgent need to reduce and eliminate GHG emissions in the atmosphere, passing the 2019 Climate Leadership and Community Protection Act ("Climate Act") committing the State to:

- reduce GHG emissions by 40 percent by 2030 below 1990 levels, and achieve net-zero emissions by 2050;
- meet 70 percent of electricity needs from renewable resources by 2030, and 100 percent of electricity needs from zero-emissions resources by 2040;
- ensure a just and equitable transition that leaves no one behind, and dedicate up to 40 percent of the benefits of clean energy investments to Disadvantaged Communities; and

WHEREAS, the New York State Climate Action Council has approved for public comment a Draft Scoping Plan to meet New York's climate and equity goals; and

WHEREAS, the Scoping Plan calls for shifting to energy-efficient electrification in buildings and transportation as the primary solution to replace fossil-fuel combustion in these sectors, which together account for 60 percent of the state's carbon emissions; and

WHEREAS, the Scoping Plan calls for a phase-down of emissions from fossil fuel-fired electricity generation, while ensuring support and protections for impacted workers as they transition to clean energy jobs;

WHEREAS, the 2021 Jobs Study by the Just Transition Working Group for the NYS Climate Action Council estimates that meeting New York's climate goals will result in a net gain of 189,000 jobs across the state by 2030, alone, with a ratio of jobs gained to jobs displaced of 10 to 1; and

WHEREAS, the Scoping Plan includes measures that would expand the development of renewable resources and battery storage, encourage "agrivoltaics," or the co-location of agricultural activities with solar and wind, and provide resources to communities to assist with renewable siting and land-use planning;

WHEREAS, the Scoping Plan recognizes the critical role that rural Landscapes play, both natural and working lands, in sequestering carbon emissions and enabling the state to achieve net-zero emissions, and the importance of agricultural land preservation, open space protection, support for farmers to improve soil health, and policies that expand afforestation and reforestation and incentivize and assist private landowners in implementing sustainable forest management practices;

WHEREAS, the Integration Analysis for the Scoping Plan finds that meeting emissions reduction goals of the Climate Act is technically feasible and will have the additional and significant benefit of improving public health by eliminating co-pollutants from fossil fuel combustion, resulting in an estimated \$50 to \$120 billion in health-related savings by 2050; and

WHEREAS, according to NYSERDA, over half of what New Yorkers currently spend on energy leaves New York, mostly for fossil fuels; and

WHEREAS, our communities would be better served by keeping energy spending primarily within the local economy; now, therefore be it

RESOLVED, the Village of Ardsley affirms the critical importance of meeting the emissions and equity goals of the Climate Act, which will help mitigate dangerous warming while delivering the additional benefits of improving public health, economic opportunities, agricultural land open space protection, and quality of life for the people of Westchester County; and, be it further

RESOLVED, Ardsley declares its support for prohibiting an expansion of fossil fuel infrastructure, which contradicts the goals of the Climate Act, and for transitioning to efficient electricity-based solutions for buildings and transportation; and be it further

RESOLVED, Ardsley supports a planning process for a managed transition of the utility gas system that maintains affordable, safe, and reliable utility service and protects low- and moderate-income households from an undue burden in the transition; and be it further

RESOLVED, Ardsley supports the requirement that all State agencies and authorities will prioritize reductions of GHGs and co-pollutants in Disadvantaged Communities and recognizes that actions undertaken by the State to mitigate GHG emissions should prioritize the safety and health of Disadvantaged Communities, control potential regressive impacts of future climate change mitigation and adaptation policies on these communities, and prioritize the allocation of public investments in these areas.

RESOLVED, Ardsley supports the recommendations of the Scoping Plan for advanced building codes that will improve the energy efficiency of new buildings, creating healthier living and work environments while reducing monthly energy costs; and be it further

RESOLVED, Ardsley supports the recommendations of the Scoping Plan to phase in code requirements prohibiting on-site combustion of fossil fuels in new buildings over a 2024-2027 period; and, be it further

RESOLVED, Ardsley calls on the Climate Action Council to include in the Scoping Plan the necessary policies and support to help owners of existing buildings improve energy efficiency and transition to zero-emissions equipment, ensuring cost parity with fossil systems, with incentives and financing assistance as necessary; and, be it further

RESOLVED, Ardsley supports Scoping Plan recommendations that make electric vehicles more affordable relative to gas-powered vehicles, and expand fast-charging infrastructure; and, be it further

RESOLVED, Ardsley urges the Climate Action Council to include in the Scoping Plan recommendations to expand assistance for all-electric municipal transit systems; and, be it further

RESOLVED, Ardsley further urges the New York State Department of Environmental Conservation and NYSERDA to immediately launch a

sustained statewide public education and information campaign on the benefits of a clean energy economy and climate-friendly choices by consumers of heating and cooling systems, transportation, and products and appliances; and, be it further

RESOLVED, Ardsley shall forward copies of this resolution to the Commissioner of the NYS Department of Environmental Conservation, President of NYSEDA, Chair of the NYS Public Service Commission, the NYS Climate Action Council, and Members of the State Senate and Assembly representing Ardsley.

6.6 Consider a Resolution Rescheduling Board of Trustees Regular Meeting from Monday, June 20, 2022 to Tuesday, June 21, 2022

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby reschedules the Board of Trustees regularly scheduled Legislative meeting from Monday, June 20, 2022 to Tuesday, June 21, 2022.

6.7 Consider a Resolution to Award Bids for the New Public Works Facility

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. WHEREAS, a public notice for the proposed new Ardsley public works facility project was duly advertised in an official newspapers, on April 1, 2022, April 2, 2022, April 3, 2022 and April 4, 2022 ; and

WHEREAS, on May 5, 2022 at 11:00 a.m. at Village Hall-Court Facility, 507 Ashford Avenue, Ardsley, NY the Village Manager in the presence of the Village Clerk, DPW Highway Foreman and Project Consultants, Calgi Construction Company Inc. and Weston & Sampson Engineers “the consultants” opened twenty five (25) bids as summarized below;

Contract No. 1811-001 GENERAL CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
APS Contracting, Inc.	\$14,637,000.00
Piazza Brothers	\$15,526,000.00
UniMak, LLC	\$17,331,000.00

Contract No. 1811-002 PLUMBING CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
L.J. Coppola, Inc.	\$758,500.00
TWP Plumbing & Heating, Inc.	\$768,000.00
S&L Plumbing & Heating , Corp.	\$826,000.00

Joe Lombardo Plumbing & Heating	\$865,500.00
Southeast Mechanical Corp.	\$974,824.00
Clean Air Quality Service, Inc.	\$1,003,000.00

Contract No. 1811-003 FIRE PROTECTION CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
SRI Fire Sprinkler, LLC	\$230,000.00

Contract No. 1811-004 MECHANICAL CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
Carey & Walsh, Inc.	\$853,654.00
Sun-Dance Energy Contractors, Inc.	\$919,304.00
DJ Heating & Air Conditioning, Inc	\$928,000.00
Bertussi Contracting, Inc.	\$948,948.00
Joe Lombardo Plumbing & Heating	\$966,000.00
S&L Plumbing & Heating, Corp.	\$987,000.00
Clean Air Quality Service, Inc.	\$1,185,000.00

Contract No. 1811-005 ELECTRICAL CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
RLJ Electric Corp.	\$1,359,000.00
Filingeri electrical Contracting Corp.	\$1,566,000.00
Atlantic Electric	\$1,629,000.00
Foremost Electric	\$1,688,955.00
Global Electric Contracting of Westchester	\$1,782,000.00
Lippolis Electric	\$1,805,000.00
Naber Electric Corp.	\$1,814,910.00
Solar Electric Systems	\$2,643,000.00

WHEREAS, the consultants reviewed and interviewed the 3 lowest bidders; and

WHEREAS, the consultants prepared a report and issued a recommendation; and

WHEREAS, based on this recommendation, the Village Board of the Village of Ardsley hereby awards the following base bids with alternates for the Village to:

- Contract No. 1811-001 for General Construction- APS Contracting, Inc. in the amount of \$14,637,000.00
- Contract No. 1811-002 for Plumbing Construction- L.J. Coppola, Inc. in the amount of \$758,500.00
- Contract No. 1811-003 for Fire Protection Systems –SRI Fire Sprinkler, LLC in the amount of \$230,000.00
- Contract No. 1811-004 for Mechanical Construction- Carey & Walsh, Inc. in the amount of \$853,654.00
- Contract No. 1811-005 for Electrical Construction-RLJ Electric Corp. in the amount of \$1,359,000.00

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contracts and all other applicable documents with the following contractors to perform work pertaining to the new public works facility project located at 220 Heatherdell Road, Ardsley, NY subject to the review of the Village Attorney:

- APS Contracting, Inc. 155-161 Pennsylvania Ave., Paterson, NJ 07503
- L.J. Coppola, Inc. 40 Farrington Rd. Brewster, NY 10509
- SRI Fire Sprinkler, LLC. 1060 Central Ave., Albany, NY 12205
- Carey & Walsh, Inc. P.O. Box 2529, 529 N. State Rd., Briarcliff Manor, NY 10510-1511
- RLJ Electric Corp. 860 Washington St., Peekskill, NY 10566

7. CALL FOR EXECUTIVE SESSION-LEGAL ADVICE

8. ADJOURNMENT OF MEETING

8.1 Adjournment

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby adjourns the regular meeting of Monday, June 6, 2022, at 9:38 p.m. to enter into Executive Session for Legal Advice.

9. ANNOUNCEMENTS June 7th Board of Architectural Review Meeting 8:00 pm

June 8th Ardsley Senior Citizens Picnic 12:00 pm

June 8th Homework Helpers 3:00 pm

June 8th Board of Trustees Work Session

June 10th Middle School Hangout

June 13th Planning Board Meeting 8:00 pm

June 14th Recreation Commission Meeting 5:00 pm

June 14th Multicultural, Diversity & Inclusion Committee Meeting 7:30 pm

June 15th Ardsley Senior Citizens Senior Luncheon

June 15th Homework Helpers 3:00 pm

June 17th Middle School Hangout
June 18th Juneteenth Event 5:00 pm

10. NEXT BOARD MEETING: Tuesday June 21, 2022

Village Clerk, Ann Marie Rocco

Date:

ABSTRACT FOR VILLAGE BOARD MEETING OF JUNE 21, 2022

GENERAL FUND \$306,900.30

TRUST & AGENCY FUND \$959.07

CAPITAL FUND \$217,990.04

SEWER FUND \$0.00

Date	Vendor Name	Description	Amount
9/28/2021	FUNDAMENTAL BUSINESS SERVICE I	Receivables Service	\$24.00
6/15/2022	GENERAL CODE PUBLISHERS	ecode360 annual maintenance	\$1,195.00
5/31/2022	THE RIVERTOWNS ENTERPRISE	cleaning ad & 708 SMR Rd	\$98.50
6/15/2022	WEST PAYMENT CENTER.	online/software subscription	\$281.14
		Ardsley Court Subtotal	\$1,598.64
5/31/2022	MetaSource, LLC	Scanning Documents	\$1,458.51
6/16/2022	VINCENT GIORDANO	Payment for period end 6-8-22	\$154.50
		Building Dept. Subtotal	\$1,613.01
6/17/2022	Atlantic A Program of De Lage	Service for 6-1-22 to 6-30-22	\$64.42
5/31/2022	AYO OBI	Spring Tennis Lessons	\$7,920.00
6/1/2022	CARDMEMBER SERVICE	CADCA Registration Fee	\$695.00
5/11/2022	CARDMEMBER SERVICE	Senior Art Supplies	\$196.43

5/11/2022	CARDMEMBER SERVICE	pool supplies, sticks , balls	\$146.69
5/20/2022	CARDMEMBER SERVICE	TV remote for Community Center	\$10.52
5/17/2022	CARDMEMBER SERVICE	Pride Day Cookies	\$265.00
5/31/2022	CON EDISON	Usage for 5-10 to 6-9	\$66.86
6/14/2022	Furquan Tanwir	Chess Class 4-5 to 6-8	\$3,424.00
5/31/2022	GREENER WORLD LANDSCAPE MAINTENANCE	New Bases	\$585.00
5/31/2022	METRO SPORTS OFFICIALS	Men's Softball 5-9 to 5-19	\$540.00
5/31/2022	METRO SPORTS OFFICIALS	Men's Softball 5-23 to 6-2	\$450.00
5/31/2022	METRO SPORTS OFFICIALS	Umpire Fees April 25-May 5	\$360.00
5/31/2022	NEW YORK POWER AUTHORITY	May 2022 Usage	\$290.30
5/31/2022	NEW YORK POWER AUTHORITY	May 2022 Usage	\$300.29
6/9/2022	OPTIMUM	Usage for 6-8 to 7-7	\$29.95
5/26/2022	SAM'S CLUB/SYNCHRONY BANK	Senior Supplies	\$58.24
5/31/2022	SAM'S CLUB/SYNCHRONY BANK	Senior Supplies	\$113.23
6/15/2022	SAM'S CLUB/SYNCHRONY BANK	Senior Supplies	\$47.74
5/31/2022	superior Building Maintenance	May Cleaning Service	\$310.15
6/8/2022	The Grit Ninja	8 Weeks Grit Ninja Program	\$7,632.00
5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$119.67
6/10/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$249.06
5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$53.26
6/15/2022	VERIZON	Usage for 6-10 to 7-9	\$49.09
6/6/2022	Westchester County Health Dept.	Ice Cream Social Food Permit	\$85.00
		Community Center Subtotal	\$24,061.90
6/15/2022	AJT Awards Corp DBA	CROWN TROPHY-AWARDS	\$86.50
5/31/2022	ALL SAFE FIRE SPRINKLERS	ALL SAFE- SPRINKLER INSPECTION	\$275.00
6/17/2022	ARDSLEY MOTORS	Vehicle inspection	\$37.00
6/17/2022	ARDSLEY MOTORS	Vehicle inspection	\$37.00
6/17/2022	ARDSLEY MOTORS	Car 96 repair	\$160.00
5/31/2022	CON EDISON	Usage for 5-10 to 6-9	\$455.01
5/31/2022	NEW YORK POWER AUTHORITY	May 2022 Usage	\$1,723.26
6/15/2022	NFPA	NFPA-DUES	\$175.00
6/15/2022	READERS HARDWARE INC	READERS - SUPPLIES	\$40.01
6/17/2022	THEODORE KNOESEL	INSPECTION DINNER	\$194.96
6/17/2022	THEODORE KNOESEL	INSPECTION DINNER	\$864.95
6/15/2022	TK Elevator Corporation	TKE-ELEVATOR	\$3,609.36
5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$372.93

5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$115.04
6/15/2022	VERIZON	Usage for 6-10 to 7-9	\$488.34
5/31/2022	VERIZON WIRELESS	Usage for 4-24 to 5-23	\$317.07
6/15/2022	WESTCHESTER COUNTY ASSOC OF FI	WCAFC-DUES	\$300.00
Fire Dept. Subtotal			\$9,251.43
5/31/2022	AIRGAS	Cylinder Rental	\$102.48
6/2/2022	CARDMEMBER SERVICE	Drywall	\$32.56
5/31/2022	CON EDISON	Usage for 5-10 to 6-9	\$295.80
6/17/2022	D.S. TOOL CO.	new flags	\$240.00
5/31/2022	GABRIELLI TRUCK SALES LTD	Various Parts	\$1,085.00
6/17/2022	GABRIELLI TRUCK SALES LTD	belt/antifreeze	\$275.46
6/17/2022	GABRIELLI TRUCK SALES LTD	water pump	\$342.43
5/31/2022	GABRIELLI TRUCK SALES LTD	Various Parts	-\$11.29
5/31/2022	GIAMPICCOLO TOWING	Tow 2015 Chevy Tahoe	\$160.00
6/17/2022	NATIONAL GEAR & PISTON	Def fluid	\$316.41
5/31/2022	NEW YORK POWER AUTHORITY	May 2022 Usage	\$561.20
6/9/2022	OPTIMUM	Usage for 6-8 to 7-7	\$208.02
5/31/2022	PARTS AUTHORITY	Washer Fluid, Oil	\$94.30
6/17/2022	RCA ASPHALT LLC	blacktop	\$396.29
5/31/2022	RCA ASPHALT LLC	Asphalt	\$262.74
5/31/2022	READERS HARDWARE INC	Gloves	\$113.97
6/14/2022	READERS HARDWARE INC	Bleach, Roundup	\$79.88
6/14/2022	READERS HARDWARE INC	Bleach, Roundup	\$60.42
5/31/2022	REDICARE LLC	elastic fabric, Plastic Strip	\$102.24
5/31/2022	REDICARE LLC	elastic fabric, Plastic Strip	\$172.35
5/31/2022	Roberts Department Stores, Inc.	Highway Uniform Invoices	\$16,447.83
6/17/2022	SAW MILL STONE & MASONRY SUPPL	item 4	\$35.00
6/17/2022	SAW MILL STONE & MASONRY SUPPL	gravel/cement	\$107.35
6/17/2022	SAW MILL STONE & MASONRY SUPPL	fabric/staples	\$142.46
6/17/2022	SCARSDALE FORD INC.	oil/filter	\$100.54
6/17/2022	SCARSDALE FORD INC.	oil	\$82.95
5/31/2022	SEA BOX INC	Container Rental	\$250.00
5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$77.41
5/31/2022	VERIZON WIRELESS	Usage for 4-24 to 5-23	\$40.30
6/17/2022	WALLAUER	paint strainer	\$11.85
6/17/2022	WALLAUER	contractor bags	\$13.00

5/31/2022	WALLAUER	Switch Tips	\$253.68
5/31/2022	WALLAUER	Switch Tips	\$19.64
		Highway Dept. Subtotal	\$22,472.27
6/17/2022	Atlantic A Program of De Lage	Service for 6-1-22 to 6-30-22	\$155.91
6/17/2022	Atlantic A Program of De Lage	Service for 6-1-22 to 6-30-22	\$185.02
5/27/2022	CARDMEMBER SERVICE	Various items for PD	\$5,810.49
5/27/2022	CARDMEMBER SERVICE	Batteries	\$284.59
6/7/2022	DUNCAN PARKING TECHNOLOGIES IN	Parking Meters	\$465.00
9/21/2020	EAGLE PT GUN T J MORRIS & SON	Ammunition	\$259.00
9/16/2021	EAGLE PT GUN T J MORRIS & SON	Ammunition order	\$1,177.40
5/31/2022	Lawmen Supply Company	Uniform L. Braig	\$280.72
6/15/2022	LEXIPOL LLC	Police one officer training	\$1,530.00
5/31/2022	PARTS AUTHORITY	Washer Fluid, Oil	\$93.86
5/31/2022	SCARSDALE FORD INC.	Kit Bushings	\$574.08
6/10/2022	VERIZON	Usage for 6-2 to 7-1	\$64.32
5/31/2022	XEROX CORPORATION		\$183.32
		Police Dept. Subtotal	\$11,063.71
5/31/2022	ADT Commercial	Replace Fire Alarm Detector	\$1,846.74
5/31/2022	ALL SAFE FIRE SPRINKLERS	Replace Fire Sprinkler Pipe	\$2,340.00
6/17/2022	Atlantic A Program of De Lage	Service for 6-1-22 to 6-30-22	\$227.27
5/31/2022	BOND SCHOENECK & KING	Professional Services	\$3,215.00
6/16/2022	BP	Fuel	\$90.80
6/15/2022	CABLEVISION LIGHTPATH INC.	Usage for 6-1 to 6-30	\$2,281.10
6/6/2022	Capital Markets Advisors LLC	2021 Annual Filing Fee	\$2,600.00
5/31/2022	CARDMEMBER SERVICE	The Lockup	\$169.00
5/9/2022	CARDMEMBER SERVICE	Office Supplies	\$27.96
5/12/2022	CARDMEMBER SERVICE	Covi Wipes, First Aid Kits	\$82.47
5/12/2022	CARDMEMBER SERVICE	Batine	\$10.47
5/12/2022	CARDMEMBER SERVICE	First Aid Kits	\$76.16
6/10/2022	CARDMEMBER SERVICE	Cabinet	\$102.99
6/10/2022	CARDMEMBER SERVICE	Memo Magnets	\$8.99
5/31/2022	CARDMEMBER SERVICE	EZ Pass	\$175.00
5/31/2022	CARDMEMBER SERVICE	EZ Pass	\$25.00
5/24/2022	CARDMEMBER SERVICE	USB-C Cable	\$21.66
5/31/2022	CARDMEMBER SERVICE	YouTube	\$11.99

5/31/2022	CARDMEMBER SERVICE	Adobe	\$22.75
5/31/2022	CARDMEMBER SERVICE	USB	\$17.99
5/31/2022	CARDMEMBER SERVICE	office supplies	\$45.00
5/31/2022	CARDMEMBER SERVICE	Otti	\$9.99
5/11/2022	CARDMEMBER SERVICE	Village Event Supplies	\$265.05
5/9/2022	CARDMEMBER SERVICE	Pride Day Supplies	\$67.69
5/25/2022	CARDMEMBER SERVICE	Multicultural Event	\$104.93
5/9/2022	CARDMEMBER SERVICE	Office Supplies	\$52.81
5/13/2022	CARDMEMBER SERVICE	Food Deicco's for 5/15 Event	\$30.41
5/16/2022	CARDMEMBER SERVICE	Ink Cartridge Purchase	53.06
5/25/2022	CDW GOVERNMENT	Printer for Village Clerk	\$233.06
6/15/2022	Charles Hessler	Statler Hotel Bill NYSCMA	\$378.00
5/31/2022	CON EDISON	Usage for 4-30 to 5-31	\$40.54
5/31/2022	CON EDISON	Usage for 4-30 to 5-31	\$329.55
5/31/2022	Con Edison	Usage for 5-12 to 6-13	\$61.88
5/31/2022	CON EDISON	Usage for 4-30 to 5-31	\$572.70
6/6/2022	General Code	Laserfish for Court	\$1,035.00
6/3/2022	GEORGE MALONE	Direct Public Govt. Access	\$831.52
6/10/2022	GOVCONNECTION INC	Ink Cartridge Purchase	\$354.80
6/10/2022	GOVCONNECTION INC	Ink Cartridge Purchase	\$97.37
6/10/2022	GOVCONNECTION INC	Ink Cartridge Purchase	\$57.64
5/31/2022	JAMES J HAHN ENGINEERING PC	SMRR Parking Paving Review	\$25,745.00
6/14/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$150.00
6/14/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$2,525.00
6/14/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$776.25
6/14/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$1,792.50
5/31/2022	NEW YORK POWER AUTHORITY	May 2022 Usage	\$1,906.62
5/31/2022	NEW YORK POWER AUTHORITY	May 2022 Usage	\$3,261.37
6/6/2022	NYS EMPLOYEES HEALTH INS	Premium for July 2022	\$144,131.56
6/9/2022	OPTIMUM	Usage for 6-8 to 7-7	\$201.44
6/9/2022	OPTIMUM	Usage 6-8 to 7-7	\$120.22
5/31/2022	RONNY RELIABLE'S	Repair Water Leak	\$2,778.29
6/15/2022	SIGNARAMA	Juneteenth Banner 2022	\$225.00
6/15/2022	SIGNARAMA	Reprinting-Juneteenth Banner	\$202.50
5/31/2022	STATE COMPTROLLER	Fines & Fees for April 2022	\$30,700.00
5/31/2022	STECICH MURPHY & LAMMERS LLP	Professional Services May 2022	\$821.00
5/31/2022	superior Building Maintenance	May Cleaning Service	\$982.16

5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$115.04
5/31/2022	Veolia Water NY Inc-VWW-RD1	Usage for 5-3 to 6-2	\$249.06
5/31/2022	VERDE ELECTRIC MAINTENANCE	Traffic Signal Repair	\$1,976.00
5/31/2022	VERIZON	Statement Dated 5-31-22	\$3.34
6/10/2022	VERIZON SELECT SERVICES INC.	June 2022 Usage	\$1.20
5/31/2022	VERIZON WIRELESS	Usage for 4-24 to 5-23	\$155.38
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$46.07

Village Hall Subtotal \$236,839.34

General Fund Total \$306,900.30

5/31/2022	CARDMEMBER SERVICE	Restaurant Depot	179.48
5/31/2022	CARDMEMBER SERVICE	Restaurant Depot	222.23
5/31/2022	CARDMEMBER SERVICE	Dunkin Donuts	53.52
5/31/2022	CARDMEMBER SERVICE	Stop & Shop	38.89
6/14/2022	CARDMEMBER SERVICE	Food for an event	79.00
5/31/2022	SAM'S CLUB/SYNCHRONY BANK	PBA Sponsored Event	123.45
6/6/2022	PLANNING & DEVELOPMENT ADVISOR	Initial Application Review	262.50

Trust & Agency Fund Total 959.07

5/31/2022	TONI CASALE, INC	Application # 2	84,176.59
11/22/2021	JESCO INC	JOHN DEERE TRACTOR	125,000.00
10/19/2021	MONTESANO BROTHERS INC	2021 Road Milling & Paving	8,813.45

Capital Fund Total 217,990.04

BUILDING INSPECTOR'S REPORT
For the Month and Fiscal Year To Date - May 2022

	<u>Current Fiscal Year May</u>		<u>Prior Fiscal Year</u>		<u>Fiscal Year to Date</u>		<u>Fiscal Year</u>	<u>Prior Fiscal Year</u>	
	#	\$ Amount	#	\$ Amount	#	\$ Amount	Budget \$ Amount	#	\$ A
ING PERMITS	9	4,750.00	15	7,295.00	135	102,235.00	125,000.00	160	127
ATION FEES	17	1,125.00	10	750.00	170	11,075.00	-	167	10
	12	270.00	11	185.00	133	2,370.00	-	119	2
NG PERMITS	13	1,451.00	11	1,276.00	111	13,408.00	13,000.00	97	13
RICAL PERMITS	7	840.00	3	225.00	92	8,610.00	7,000.00	89	9
EARCH & COMPLIANCE LETTER	12	645.50	13	680.25	100	5,472.50	-	129	6
EES	0	0.00	1	1,750.00	10	10,385.00	-	18	16
	<u>70</u>	<u>\$ 9,081.50</u>	<u>64</u>	<u>\$ 12,161.25</u>	<u>751</u>	<u>\$ 153,555.50</u>	<u>\$ 145,000.00</u>	<u>779</u>	<u>\$ 186</u>

ING INSPECTIONS PERFORMED	64		73		742		847
INSPECTIONS PERFORMED	26		25		196		223
SPECTIONS PERFORMED	0		0		6		6
ON NOTICES ISSUED	13		12		82		110
NG NOTICES ISSUED	4		3		30		50
RANCE TICKETS ISSUED	0		0		4		1

Inspections listed above were performed by the Building Inspector. The Fire Inspector will issue a separate report.

Permit fees listed above were collected to cover permit renewal fees and additional fees for projects where the cost of construction exceeded the amount originally stated on the building permit.

Building inspector attended 1 day of required in-service training this month.



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
 (914) 693-6961

5/27/2022

MONTHLY BUILDING PERMIT REPORT

From: 5/1/2022 To: 5/31/2022

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2022-7310	5/5/2022	PATIO Install a new patio in the rear yard	6.80-75-12	15 LARCHMONT ST	MALLEICHERVU, BHASURANA	\$260.00
2022-7311	5/5/2022	COMMERCIAL ALTERAT Interior alterations to convert the former Planet Wings store into a music school	6.50-30-5	717-725 SAW MILL RIVER RD	ARDSLEY ASSOCIATES	\$2400.00
2022-7312	5/5/2022	RESIDENTIAL ALTERATI Interior alterations and bathroom renovation	6.80-59-2..31	520 ASHFORD AVE UNIT 31	YOON HO NAM	\$860.00
2022-7313	5/5/2022	SOLAR ELECTRIC SYSTE Install a new PV array on the roof as per the approved plans	6.80-59-3	7 LAKEVIEW AVE	BONNEY, MATTHEW & STEPHA	\$480.00
2022-7314	5/12/2022	RESIDENTIAL ALTERATI Install new cellulose insulation in the attic to attain R-49	6.80-73-10	1 RIVERVIEW AVE	HILL, ROBERT C. JR. & TARYN	\$120.00
2022-7315	5/12/2022	FENCE Install a new fence as per the approved plans	6.20-4-34	1 COLUMBIA RD	DIPESH, JIVAN	\$140.00
2022-7316	5/12/2022	ROOF/SIDING Install new roofing materials as per the approved specifications	6.80-77-3	54 BRAMBLE BROOK RD	OKAMOTO, ARMIN & ALAEDINI	\$125.00
2022-7317	5/26/2022	ROOF/SIDING Install new roofing and siding materials as per the approved specifications	6.20-3-61	14 CONCORD RD	GOLDSTEIN, RICHARD L & KAT	\$125.00
2022-7318	5/26/2022	FENCE Install a new fence as per the approved plans, includes removing an existing fence	6.30-11-6	11 LOOKOUT PL	SHIELDS, WILLIAM H III & AKIK	\$240.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961

5/27/2022

MONTHLY BUILDING PERMIT REPORT TOTALS

From: 5/1/2022 To: 5/31/2022

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
COMMERCIAL ALTERATION/RENOVATION	1	\$2400.00
FENCE	2	\$380.00
PATIO	1	\$260.00
RESIDENTIAL ALTERATION/RENOVATION	2	\$980.00
ROOF/SIDING	2	\$250.00
SOLAR ELECTRIC SYSTEM	1	\$480.00
Total Permits:	9	\$4,750.00

5/27/2022

Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961



MONTHLY PERMIT APPLICATION REPORT

From: 5/1/2022 To: 5/31/2022

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2022-059	5/4/2022	RESIDENTIAL ALTERATIO	6.80-73-10	HILL, ROBERT C. JR. & TARYN	1 RIVERVIEW AVE	5865.00	75.00
2022-060	5/4/2022	SIGN	6.50-18-5	ASMA REALTY CORP	463-471 ASHFORD AVE	3100.00	75.00
2022-061	5/4/2022	ROOF/SIDING	6.80-77-3	OKAMOTO, ARMIN & ALAEDINI	54 BRAMBLE BROOK RD	7900.00	
2022-062	5/12/2022	RESIDENTIAL ALTERATIO	6.20-4-13	AGIROS, ONOUFRIOS	21 CONCORD RD	200000.00	75.00
2022-063	5/12/2022	RESIDENTIAL ALTERATIO	6.90-83-8	BROTMAN TRUST, JENNIE S.	6 ROCKRIDGE RD	55000.00	75.00
2022-064	5/12/2022	SOLAR ELECTRIC SYSTEM	6.50-31-24	FREYER, GREG & JOANNE	57 BEACON HILL RD	13000.00	75.00
2022-065	5/18/2022	ROOF/SIDING	6.20-3-61	GOLDSTEIN, RICHARD L & KAT	14 CONCORD RD	22600.00	
2022-066	5/18/2022	DECK/PORCH	6.30-14-42	MEHMETAL, ARJANIT & SAIDA	17 DELLWOOD LN	10000.00	75.00
2022-067	5/18/2022	RESIDENTIAL ALTERATIO	6.90-89-4	STRUM, DANIEL B & MIA M	44 MARKWOOD RD	20000.00	75.00
2022-068	5/18/2022	DECK/PORCH	6.110-97-6	CHAPIN MILLER, SARAH	73 BRAMBLE BROOK RD	35900.00	75.00
2022-069	5/18/2022	RESIDENTIAL ADDITION	6.60-38-35	PENA, ALBERT & ROSE	83 BEACON HILL RD	42000.00	75.00
2022-070	5/26/2022	RESIDENTIAL ALTERATIO	6.90-87-13	DUNN, JOSEPH	27 WILMOTH AVE	15000.00	75.00
2022-071	5/26/2022	COMMERCIAL ALTERATIO	6.70-44-5	COSCIA, ANTHONY	631 SAW MILL RIVER RD	147000.00	75.00
2022-072	5/26/2022	SIGN	6.50-18-20	ARDSLEY VILLAGE GREEN LLC	718 SAW MILL RIVER RD	7000.00	75.00
2022-073	5/26/2022	SOLAR ELECTRIC SYSTEM	6.70-46-9	SPENCER, ORLANDO K & KELL	24 BONAVENTURE AVE	17000.00	75.00
2022-074	5/26/2022	RESIDENTIAL ALTERATIO	6.80-60-1	DWYER, PATRICK & HELGERSO	3 JUDSON AVE	17000.00	75.00
2022-075	5/26/2022	SIGN	6.50-30-5	ARDSLEY ASSOCIATES	717-725 SAW MILL RIVER RD	9850.00	75.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
 (914) 693-6961

5/27/2022

MONTHLY PERMIT APPLICATION REPORT TOTALS

From: 5/1/2022 To: 5/31/2022

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
COMMERCIAL ALTERATION/RENOVATION	1	\$75.00	\$147,000.00
DECK/PORCH	2	\$150.00	\$45,900.00
RESIDENTIAL ADDITION	1	\$75.00	\$42,000.00
RESIDENTIAL ALTERATION/RENOVATION	6	\$450.00	\$312,865.00
ROOF/SIDING	2	\$0.00	\$30,500.00
SIGN	3	\$225.00	\$19,950.00
SOLAR ELECTRIC SYSTEM	2	\$150.00	\$30,000.00
Total:	17	\$1,125.00	\$628,215.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
 (914) 693-6961

5/27/2022

CERTIFICATE REPORT

From: 5/1/2022 To: 5/31/2022

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2022-5460	5/2/2022	CL	6.70-47-19	KRAVETT, JESSICA T &	48 RIDGE RD	\$0.00
2022-5461	5/5/2022	CO	6.20-4-65	MCGOURTY, PADRIAG	5 FRANKLIN CT	\$45.00
2022-5462	5/5/2022	CO	6.80-69-9	CHESTNUT, ROBERT &	18 LINCOLN AVE	\$25.00
2022-5463	5/5/2022	CO	6.80-54-12	RATTAZZI, NANCY C	8 PARK AVE	\$50.00
2022-5464	5/10/2022	CC	6.20-4-74	PREISSER, BERNHARD	19 REVERE RD	\$0.00
2022-5465	5/10/2022	CL	6.20-4-74	PREISSER, BERNHARD	19 REVERE RD	\$0.00
2022-5466	5/12/2022	CO	6.70-44-5	COSCIA, ANTHONY	631 SAW MILL RIVER RD	\$15.00
2022-5467	5/12/2022	CC	6.30-8-3	BELDOCH, ERIC & TRAC	34 REVERE RD	\$15.00
2022-5468	5/12/2022	CC	6.80-71-1	PRIMERANO, STEVEN P	2 ABINGTON AVE	\$25.00
2022-5469	5/12/2022	CO	6.80-71-1	PRIMERANO, STEVEN P	2 ABINGTON AVE	\$25.00
2022-5470	5/26/2022	CC	6.50-18-19	708 YELLOW JERSEY LL	708 SAW MILL RIVER RD	\$25.00
2022-5471	5/26/2022	CO	6.80-66-16	FUNG, JESSE & EDITH	22 BRAMBLE BROOK RD	\$45.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961

5/27/2022

CERTIFICATE REPORT- TOTALS

From: 5/1/2022 To: 5/31/2022

Certificate Type	Count	Fees
CC	4	\$65.00
CL	2	\$0.00
CO	6	\$205.00
Total: 12		\$270.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
 (914) 693-6961

5/27/2022

MONTHLY PLUMBING PERMIT REPORT

From: 5/1/2022 To: 5/31/2022

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2022-1906	5/5/2022	HVAC	6.50-23-11	2 HIGHLAND DR	MCGOURTY, PADRIAG & KEN	\$75.00
P-2022-1907	5/5/2022	HVAC	6.50-23-10	4 HIGHLAND DR	DELAURO, CHRISTOPHER & D	\$75.00
P-2022-1908	5/5/2022	FIRE SUPPRESSION	6.50-30-5	717-725 SAW MILL RIVER RD	ARDSLEY ASSOCIATES	\$266.00
P-2022-1909	5/5/2022	HVAC	6.50-34-9	715 SAW MILL RIVER RD	LOVE, SYLVIA TRUSTEE 50%	\$50.00
P-2022-1910	5/12/2022	HVAC	6.30-13-9	137 HUNTLEY DR	MENDOZA-FERJARDO, JOSE H	\$175.00
P-2022-1911	5/12/2022	GAS	6.30-13-9	137 HUNTLEY DR	MENDOZA-FERJARDO, JOSE H	\$75.00
P-2022-1912	5/19/2022	PLUMBING PERMIT	6.80-59-2.31	520 ASHFORD AVE UNIT 31	YOON HO NAM	\$125.00
P-2022-1913	5/19/2022	PLUMBING PERMIT	6.80-56-31	14 WESTERN DR	KAPOOR, HISHAL & SIEMETZ	\$100.00
P-2022-1914	5/19/2022	PLUMBING PERMIT	6.50-30-5	717-725 SAW MILL RIVER RD	ARDSLEY ASSOCIATES	\$150.00
P-2022-1915	5/19/2022	HVAC	6.50-28-10	30 BEACON HILL RD	RIFAS, DAVID I & LISA	\$75.00
P-2022-1916	5/19/2022	PLUMBING PERMIT	6.80-55-6	11 PARK AVE	LESSER, PAUL & ILYSE	\$75.00
P-2022-1917	5/26/2022	PLUMBING PERMIT	6.80-55-42	26 ORLANDO AVE	GREEN, WILLIAM & DEBBIE	\$135.00
P-2022-1918	5/26/2022	HVAC	6.90-89-11	2 GRENDEL PL	DALY, JOAN S	\$75.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961

5/27/2022

MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 5/1/2022 To: 5/31/2022

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
FIRE SUPPRESSION	1	\$266.00
GAS	1	\$75.00
HVAC	6	\$525.00
PLUMBING PERMIT	5	\$585.00
Total Permits:	13	Total Fees: \$1451.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961

5/27/2022

MONTHLY ELECTRICAL PERMIT REPORT

From: 5/1/2022 To: 5/31/2022

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2022-1586	5/5/2022	ELECTRICAL PERMIT	6.80-59-3	7 LAKEVIEW AVE	\$75.00
E-2022-1587	5/5/2022	ELECTRICAL PERMIT	6.20-4-40	16 VICTORIA RD	\$75.00
E-2022-1588	5/5/2022	ELECTRICAL PERMIT	6.80-55-42	26 ORLANDO AVE	\$90.00
E-2022-1589	5/12/2022	ELECTRICAL PERMIT	6.50-30-5	717-725 SAW MILL RIVER RD	\$375.00
E-2022-1590	5/18/2022	ELECTRICAL PERMIT	6.30-13-9	137 HUNTLEY DR	\$75.00
E-2022-1591	5/26/2022	ELECTRICAL PERMIT	6.70-48-11	557 ALMENA AVE	\$75.00
E-2022-1592	5/26/2022	ELECTRICAL PERMIT	6.50-18-20	718 SAW MILL RIVER RD	\$75.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961

5/27/2022

MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 5/1/2022 To: 5/31/2022

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
ELECTRICAL PERMIT	7	\$840.00
Total Permits:	7	\$840.00

ARDSLEY FIRE DEPARTMENT

505 Ashford Avenue
Ardsley, New York 10502

Phone (914) 693-6581
Fax (914) 693-0279



Office of the Fire Chief
Division of Fire Prevention

TO: Ardsley Village Board

FROM: Chief Theodore J. Knoesel

RE: Activity Report May 2022

May 5,12,19,26 Department Inspection Drills

May 16 Chief Knoesel met with Ardsley Middle School safety committee.

May 18 Annual Hose and Appliance testing was completed on all Apparatus.


May 24 Annual ground ladder testing was completed.

May 25 Chiefs Knoesel, Podolski, and Lindsay attended Battalion 14 Chiefs Meeting in Irvington.

May 30 Members participated in the Annual Memorial Day Parade and assisted with Flag display.

27 Alarms for the Month

Respectfully Submitted


Theodore J. Knoesel
Chief of Department

Ardsley Fire Department

Monthly Alarm Run List

DATE	TIME	ALARM #	LOCATION	TYPE
5/2/22	20:10	22-0107	1 Echo Hill (Dobbs Ferry)	Mutual Aid Ladder
5/3/22	12:01	22-0108	Saw Mill River Rd IFO Apple Motor inn	Motor Vehicle Accident
5/3/22	13:37	22-0109	465 Ashford Ave	False Unintentional - Unknown Reason
5/4/22	12:19	22-0110	137 Huntley Dr	Odor of Gas
5/5/22	15:50	22-0111	40 Clubhouse Ln	Unknown Odor
5/5/22	22:23	22-0112	NYS Thruway I87 S/B MM 7.0	Motor Vehicle Accident
5/7/22	18:11	22-0113	30 Sheldon St	False Unintentional - Cooking
5/8/22	17:41	22-0114	2 Lawrence St	False Malfunction of Detector
5/8/22	18:16	22-0115	700 Ashford Ave	False Malfunction of Alarm - Co Alarm
5/8/22	19:48	22-0116	10 Old Jackson Ave. unit 43	False Unintentional - Cooking
5/9/22	15:05	22-0117	Macy Park - Saw Mill River Rd	Cancelled Enroute
5/10/22	0:48	22-0118	700 Ashford Ave	False Malfunction of Alarm - Co Alarm
5/13/22	16:24	22-0119	30 Beacon Hill Rd	False Unintentional - Workers
5/16/22	9:10	22-0120	300 Farm Rd	CO Alarm - Readings
5/18/22	10:17	22-0121	NYS Thruway I87 N/B MM 9.9	Motor Vehicle Accident
5/18/22	20:54	22-0122	631 Saw Mill River Rd	Odor of Smoke
5/21/22	21:01	22-0123	28 Larchmont St	Odor of Gas
5/21/22	23:33	22-0124	507 Ashford Ave	Sprinkler Activation
5/22/22	20:51	22-0125	55 Park Ave	Hazardous Condition - Tree on House
5/24/22	6:56	22-0126	239 Ashford Ave (Dobbs Ferry)	Mutual Aid Ladder
5/24/22	12:35	22-0127	NYS Thruway I87 N/B MM 7.5	Motor Vehicle Accident
5/25/22	8:28	22-0128	14 McKinley Pl	False Unintentional - Cooking
5/25/22	11:28	22-0129	577 Ashford Ave	Rescue - Car into House
5/25/22	14:24	22-0130	143 Euclid Ave	CO Alarm - Readings
5/26/22	18:26	22-0131	10 Tappan Terrace	False Unintentional - Cooking
5/27/22	20:27	22-0132	520 Ashford Ave	False Malfunction - Co Alarm
5/28/22	20:32	22-0133	81 Beacon Hill Rd	False Malfunction - Co Alarm

Total Calls

27

Respectfully Submitted
Theodore J. Knoesel
Chief of Department

TRAINING OFFICERS REPORT- May 2022

May 3rd

Live fire training at wcfrc

Training Hrs. 16.80, 7 Member's Present

May 5th

Inspection drill

Training Hrs. 42.50, 17 Member's Present

May 12th

Inspection drill

Training Hrs. 35.00, 14 Member's Present

May 19th - Monthly Drill

gas and hydraulic tool maintenance

Training Hrs. 40.52, 17 Member's Present

May 26th

Inspection drill

Training Hrs. 38.00, 19 Member's Present

New York State Classes:

Training Hrs.172.82, 74 Member's Present

Online Training McNeil & Company E-Learning:

Training: 16.80 Hours

Inspection: 115.5 Hours

Maintenance: 40.52 Hours

New York State: 0.00 Hours

Online Training McNeil & Company E-Learning: 0.0 Hours

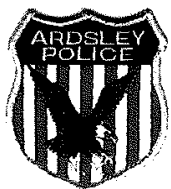
Total: 172.82 Hours

Respectfully Submitted,



2nd Assistant chief

Brendan Lindsay



POLICE DEPARTMENT
VILLAGE OF ARDSLEY

INCORPORATED 1896



Anthony D. Piccolino
CHIEF of POLICE
TEL. 914-693-1700
FAX: 914-693-8298

Municipal Building
507 Ashford Ave
Ardsley NY 10502

WESTCHESTER COUNTY

Monthly Report May – 2022

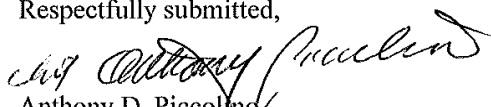
Property lost or stolen -\$ 41,839.00
Property Recovered---- \$ 25,000.00
Court fines and fees --- \$103,496.00
Alarm fines and fees--- \$ 120.00
Meter collection-----\$ 1585.85

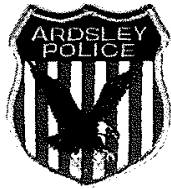
Traffic Accidents----- 11
Arrests----- 3
Calls for service----- 269
Investigations----- 14
Impounded vehicles----- 0

UTT summonses issued--- 24
Parking summonses issued- 36
Appearance tickets issued— 1
Total summonses issued---- 61

For monthly statistics, please see attached

Respectfully submitted,


Anthony D. Piccolino
Chief of police



POLICE DEPARTMENT

VILLAGE OF ARDSLEY

INCORPORATED 1896



Anthony D. Piccolino

CHIEF of POLICE
TEL. 914-693-1700
FAX: 914-693-8298

MUNICIPAL BUILDING
507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

WESTCHESTER COUNTY

MAY EVENTS 2022

Training

Total training for the month of May -----104 hrs, which consisted of SWAT, Taser, FTO (field training officer), Procedural justice and in service training.

COMMUNITY POLICING

Child Passenger Safety –Officers installed 8 child seats by appointments

Community Policing Officers

- assisted with the 5k race in memory of resident / Ardsley school teacher Mr. Dan Mulholland
- Participated in a zoom session for Westchester County Coalitions
- Assisted NYSP with a presentation for AHS students forensic science class on measurement of speed and skid markings
- Attended in person meeting for police allied with communities and schools
- Attended an event at Blythesdale Children’s Hospital
- Attended a school safety meeting for the Ardsley Middle School
- Attended Westchester County Detectives Association Police Memorial Ceremony
- Participated in a read to me for students at the School for Adaptive and Integrated Learning
- Conducted lock down drill at Ardsley Middle School
- Held an ice cream social event for Ardsley High School students grades 9th-10th and 11th
- Participated with the basketball Harlem Wizards event sponsored by the Ardsley PTA
- Conducted lock down drill at the Ardsley High School

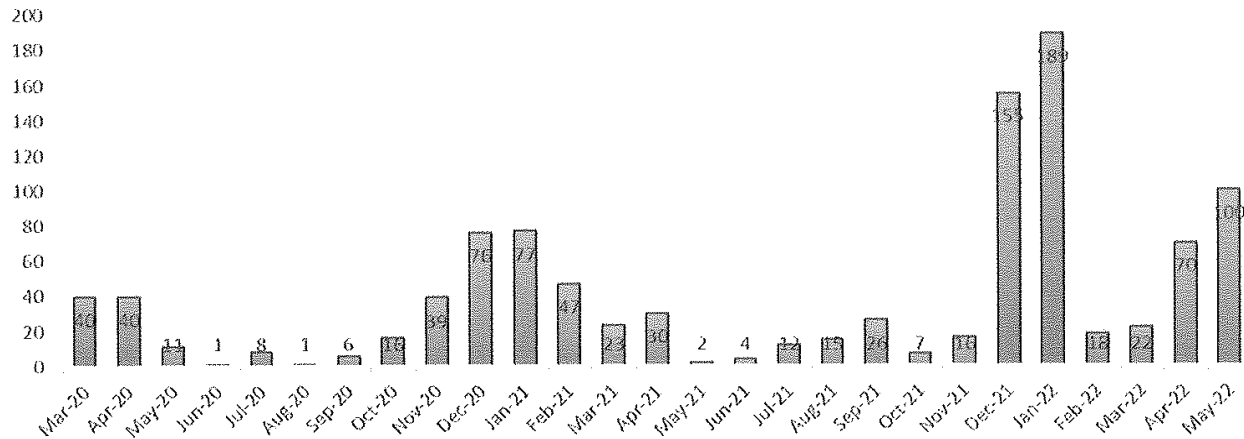
- Participated in a zoom session for opioid training
- Held an event for the Veterans phone program
- Provided a breakfast for the veterans on Memorial Day

Community information

The department will host our annual Ice Cream social in Pascone Park on June 23rd from 5-8pm

Coronavirus 2019

Ardley Village Covid-19 cases



. Prevention

The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory diseases, including:

- Avoid close contact with people.
- Avoid touching your eyes, nose, and mouth.
- Stay home when possible and limit travel.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow CDC’s recommendations for using a facemask.

For information about handwashing, see [CDC’s Handwashing website](#)

For information specific to healthcare, see [CDC's Hand Hygiene in Healthcare Settings](#). These are everyday habits that can help prevent the spread of several viruses. CDC does have [specific guidance for travelers](#).

For more information, please visit the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/index.htm>

Delta Variant: What We Know About the Science

On July 27, 2021, CDC released [updated guidance](#) on the need for urgently increasing COVID-19 vaccination coverage and a recommendation for everyone in areas of [substantial or high transmission](#) to wear a mask in public indoor places, even if they are fully vaccinated. CDC issued this new guidance due to several concerning developments and newly emerging data signals.

First, a significant increase in new cases reversed what had been a steady decline since January 2021. In the days leading up to our guidance update, CDC saw a rapid and alarming rise in the COVID-19 case and hospitalization rates around the country.

- In late June, the 7-day moving average of reported cases was around 12,000. On July 27, the 7-day moving average of cases reached over 60,000. This case rate looked more like the rate of cases we had seen before the vaccine was widely available.

Second, new data began to emerge that the Delta variant was more infectious and was leading to increased transmissibility when compared with other variants, even in some vaccinated individuals. This includes recently published data from CDC and our public health partners, unpublished surveillance data that will be publicly available in the coming weeks, information included in CDC's updated [Science Brief on COVID-19 Vaccines and Vaccination](#), and ongoing outbreak investigations linked to the Delta variant.

Delta is currently [the predominant variant](#) of the virus in the United States. Below is a high-level summary of what CDC scientists have recently learned about the Delta variant. More information will be made available when more data are published or released in other formats.

Infections and Spread


The Delta variant causes more infections and spreads faster than early forms of SARS-CoV-2, the virus that causes COVID-19

The Delta variant spreads more easily than previous variants—it may cause more than 2x as many infections

ORIGINAL COVID-19 STRAIN

DELTA VARIANT

Vaccines protect you from hospitalization, severe infections, and death



cdc.gov/coronavirus

CS 322011-AA 09/25/2021

[resize iconView Larger](#)

- **The Delta variant is more contagious:** The Delta variant is highly contagious, more than 2x as contagious as previous variants.
- **Some data suggest the Delta variant might cause more severe illness than previous variants in unvaccinated people.** In two different studies from Canada and Scotland, patients infected with the Delta variant were more likely to be hospitalized than

patients infected with Alpha or the original virus that causes COVID-19. Even so, the vast majority of hospitalization and death caused by COVID-19 are in unvaccinated people.

- **Unvaccinated people remain the greatest concern:** The greatest risk of transmission is among unvaccinated people who are much more likely to get infected, and therefore transmit the virus. Fully vaccinated people get COVID-19 (known as breakthrough infections) less often than unvaccinated people. People infected with the Delta variant, including fully vaccinated people with symptomatic breakthrough infections, can transmit the virus to others. CDC is continuing to assess data on whether fully vaccinated people with asymptomatic breakthrough infections can transmit the virus.
- **Fully vaccinated people with Delta variant breakthrough infections can spread the virus to others. However, vaccinated people appear to spread the virus for a shorter time:** For prior variants, lower amounts of viral genetic material were found in samples taken from fully vaccinated people who had breakthrough infections than from unvaccinated people with COVID-19. For people infected with the Delta variant, similar amounts of viral genetic material have been found among both unvaccinated and fully vaccinated people. However, like prior variants, the amount of viral genetic material may go down faster in fully vaccinated people when compared to unvaccinated people. This means fully vaccinated people will likely spread the virus for less time than unvaccinated people.

Vaccines

Vaccines in the US are highly effective, including against the Delta variant

- The COVID-19 vaccines approved or authorized in the United States are highly effective at preventing severe disease and death, including against the Delta variant. But they are not 100% effective, and some fully vaccinated people will become infected (called a breakthrough infection) and experience illness. For all people, the vaccine provides the best protection against serious illness and death.
- Vaccines are playing a crucial role in limiting spread of the virus and minimizing severe disease. Although vaccines are highly effective, they are not perfect, and there will be vaccine breakthrough infections. Millions of Americans are vaccinated, and that number is growing. This means that even though the risk of breakthrough infections is low, there will be thousands of fully vaccinated people who become infected and able to infect others, especially with the surging spread of the Delta variant. Low vaccination coverage in many communities is driving the current rapid surge in cases involving the Delta variant, which also increases the chances that even more concerning variants could emerge.
- Vaccination is the best way to protect yourself, your family, and your community. High vaccination coverage will reduce spread of the virus and help prevent new variants from

emerging. CDC recommends that everyone aged 12 years and older get vaccinated as soon as possible.

Masks

Given what we know about the Delta variant, vaccine effectiveness, and current vaccine coverage, layered prevention strategies, including wearing masks, are needed to reduce the transmission of this variant

- At this time, as we build the level of vaccination nationwide, we must also use all the prevention strategies available, including masking indoors in public places, to stop transmission and stop the pandemic. Everyone who is able, including fully vaccinated people, should wear masks in public indoor places in areas of substantial or high transmission.

Omicron Variant: What You Need to Know

Updated Dec. 5, 2021

Languages

Print

Emergence of Omicron

On November 24, 2021, a new variant of SARS-CoV-2, B.1.1.529, was reported to the World Health Organization (WHO). This new variant was first detected in specimens collected on November 11, 2021 in Botswana and on November 14, 2021 in South Africa.

On November 26, 2021, WHO named the B.1.1.529 Omicron and classified it as a Variant of Concern (VOC). On November 30, 2021, the United States designated Omicron as a Variant of Concern, and on December 1, 2021 the first confirmed U.S. case of Omicron was identified.

CDC has been collaborating with global public health and industry partners to learn about Omicron, as we continue to monitor its course. CDC has been using genomic surveillance throughout the course of the pandemic to track variants of SARS-CoV-2, the virus that causes COVID-19, and inform public health practice. We don't yet know how easily it spreads, the severity of illness it causes, or how well available vaccines and medications work against it.

Despite the increased attention of Omicron, Delta continues to be the main variant circulating in the United States.

What We Know about Omicron

Infection and Spread

- **How easily does Omicron spread?** The Omicron variant likely will spread more easily than the original SARS-CoV-2 virus and how easily Omicron spreads compared to Delta remains unknown. CDC expects that anyone with Omicron infection can spread the virus to others, even if they are vaccinated or don't have symptoms.
- **Will Omicron cause more severe illness?** More data are needed to know if Omicron infections, and especially reinfections and breakthrough infections in people who are fully vaccinated, cause more severe illness or death than infection with other variants.
- **Will vaccines work against Omicron?** Current vaccines are expected to protect against severe illness, hospitalizations, and deaths due to infection with the Omicron variant. However, breakthrough infections in people who are fully vaccinated are likely to occur. With other variants, like Delta, vaccines have remained effective at preventing severe illness, hospitalizations, and death. The recent emergence of Omicron further emphasizes the importance of vaccination and boosters.
- **Will treatments work against Omicron?** Scientists are working to determine how well existing treatments for COVID-19 work. Based on the changed genetic make-up of Omicron, some treatments are likely to remain effective while others may be less effective.

We have the Tools to Fight Omicron

Vaccines remain the best public health measure to protect people from COVID-19, slow transmission, and reduce the likelihood of new variants emerging. COVID-19 vaccines are highly effective at preventing severe illness, hospitalizations, and death. Scientists are currently investigating Omicron, including how protected fully vaccinated people will be against infection, hospitalization, and death. CDC recommends that everyone 5 years and older protect themselves from COVID-19 by getting fully vaccinated. CDC recommends that everyone ages 18 years and older should get a booster shot at least two months after their initial J&J/Janssen vaccine or six months after completing their primary COVID-19 vaccination series of Pfizer-BioNTech or Moderna.

Masks offer protection against all variants. CDC continues to recommend wearing a mask in public indoor settings in areas of substantial or high community transmission, regardless of vaccination status. CDC provides advice about masks for people who want to learn more about what type of mask is right for them depending on their circumstances.

Tests can tell you if you are currently infected with COVID-19. Two types of tests are used to test for current infection: nucleic acid amplification tests (NAATs) and antigen tests. NAAT and antigen tests can only tell you if you have a current infection. Individuals can use

the [COVID-19 Viral Testing Tool](#) to help determine what kind of test to seek. Additional tests would be needed to determine if your infection was caused by Omicron. Visit your [state](#), [tribal](#), local, or [territorial](#) health department's website to look for the latest local information on testing.

[Self-tests](#) can be used at home or anywhere, are easy to use, and produce rapid results. If your self-test has a positive result, stay home or isolate for 10 days, wear a mask if you have contact with others, and call your healthcare provider. If you have any questions about your self-test result, call your healthcare provider or public health department.

Until we know more about the risk of Omicron, it is important to use **all tools available** to [protect yourself and others](#).

What CDC is Doing to Learn about Omicron

Virus Characteristics

CDC scientists are working with partners to gather data and virus samples that can be studied to answer important questions about the Omicron variant. Scientific experiments have already started. CDC will provide updates as soon as possible.

Variant Surveillance

In the United States, CDC uses [genomic surveillance](#) to track variants of SARS-CoV-2, the virus that causes COVID-19 to more quickly identify and act upon these findings to best protect the public's health. CDC established multiple ways to connect and share genomic sequence data being produced by CDC, public health laboratories, and commercial diagnostic laboratories within publicly accessible databases maintained by the [National Center for Biotechnology Information](#) [external icon](#) (NCBI) and the [Global Initiative on Sharing Avian Influenza Data](#) [external icon](#) (GISAID). CDC's national genomic surveillance can detect a variant that is circulating at 0.1% frequency with 99% statistical confidence.

What to do if you test positive for COVID-19

If you test positive for COVID-19 and have one or more health conditions that increase your risk of becoming very sick, treatment may be available. Contact a health professional right away after a positive test to determine if you may be eligible, even if your symptoms are mild right now. Don't delay: Treatment must be started within the first few days to be effective. If you have a fever, cough, or other symptoms, you might have COVID-19. Most people have mild illness and are able to recover at home. If you are sick:

- Keep track of your symptoms.
- **If you have an emergency warning sign (including trouble breathing)**, call 911.

Steps to help prevent the spread of COVID-19 if you are sick

If you are sick with COVID-19 or think you might have COVID-19, follow the steps below to care for yourself and to help protect other people in your home and community.

house user light icon

Stay home except to get medical care

- **Stay home.** Most people with COVID-19 have mild illness and can recover at home without medical care. Do not leave your home, except to get medical care. Do not visit public areas and do not go to places where you are unable to wear a mask.
- **Take care of yourself.** Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.
- **Stay in touch with your doctor.** Call before you get medical care. Be sure to get care if you have trouble breathing, or have any other emergency warning signs, or if you think it is an emergency.
- **Avoid public transportation**, ride-sharing, or taxis if possible.

vial light icon

Get tested

- If you have symptoms of COVID-19, get tested. While waiting for test results, stay away from others, including staying apart from those living in your household.
- **Get tested as soon as possible after your symptoms start.** Treatments may be available for people with COVID-19 who are at risk for becoming very sick. Don't delay: Treatment must be started early to be effective—some treatments must begin within 5 days of your first symptoms.

- Supply of treatments may be limited, and treatments are reserved for those at high risk for becoming very sick. Contact your healthcare provider right away if your test result is positive to determine if you may be eligible.

- Self-tests are one of several options for testing for the virus that causes COVID-19 and may be more convenient than laboratory-based tests and point-of-care tests. Ask your healthcare provider or your local health department if you need help interpreting your test results.
- You can visit your state, tribal, localexternal icon, and territorial health department's website to look for the latest local information on testing sites.

bed light icon

Separate yourself from other people

As much as possible, stay in a specific room and away from other people and pets in your home. If possible, you should use a separate bathroom. If you need to be around other people or animals in or outside of the home, wear a well-fitting mask.

Tell your close contacts that they may have been exposed to COVID-19. An infected person can spread COVID-19 starting 48 hours (or 2 days) before the person has any symptoms or tests positive. By letting your close contacts know they may have been exposed to COVID-19, you are helping to protect everyone.

- See COVID-19 and Animals if you have questions about pets.
- If you are diagnosed with COVID-19, someone from the health department may call you. Answer the call to slow the spread.

temperature high light icon

Monitor your symptoms

- **Symptoms of COVID-19 include fever, cough, or other symptoms.**
- **Follow care instructions from your healthcare provider and local health department.** Your local health authorities may give instructions on checking your symptoms and reporting information.

When to seek emergency medical attention

Look for **emergency warning signs*** for COVID-19. If someone is showing any of these signs, **seek emergency medical care immediately:**

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake

- Pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone

*This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.

Call 911 or call ahead to your local emergency facility: Notify the operator that you are seeking care for someone who has or may have COVID-19.

mobile light icon

Call ahead before visiting your doctor

- **Call ahead.** Many medical visits for routine care are being postponed or done by phone or telemedicine.
- **If you have a medical appointment that cannot be postponed, call your doctor's office,** and tell them you have or may have COVID-19. This will help the office protect themselves and other patients.

head side mask light icon

If you are sick, wear a well-fitting mask

- **You should wear a mask** if you must be around other people or animals, including pets (even at home).

- Wear a mask with the best fit, protection, and comfort for you.

- You don't need to wear the mask if you are alone. If you can't put on a mask (because of trouble breathing, for example), cover your coughs and sneezes in some other way. Try to stay at least 6 feet away from other people. This will help protect the people around you.

- Masks should not be placed on young children under age 2 years, anyone who has trouble breathing, or anyone who is not able to remove the mask without help.

box tissue light icon

Cover your coughs and sneezes

- **Cover your mouth and nose** with a tissue when you cough or sneeze.


- **Throw away used tissues** in a lined trash can.

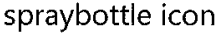
- **Immediately wash your hands** with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol.


hands wash light icon

Clean your hands often

- **Wash your hands** often with soap and water for at least 20 seconds. This is especially important after blowing your nose, coughing, or sneezing; going to the bathroom; and before eating or preparing food.

- **Use hand sanitizer** if soap and water are not available. Use an alcohol-based hand sanitizer with at least 60% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry.
- **Soap and water** are the best option, especially if hands are visibly dirty.
- **Avoid touching** your eyes, nose, and mouth with unwashed hands.
- Handwashing Tips


Avoid sharing personal household items
- **Do not share** dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people in your home.
- **Wash these items thoroughly after using them** with soap and water or put in the dishwasher.


Clean surfaces in your home regularly
- **Clean and disinfect** high-touch surfaces (for example, doorknobs, tables, handles, light switches, and countertops) in your "sick room" and bathroom. In shared spaces, you should clean and disinfect surfaces and items after each use by the person who is ill.
- **If you are sick and cannot clean**, a caregiver or other person should only clean and disinfect the area around you (such as your bedroom and bathroom) on an as needed basis. Your caregiver/other person should wait as long as possible (at least several hours) and wear a mask before entering, cleaning, and disinfecting shared spaces that you use.
- **Clean and disinfect areas that may have blood, stool, or body fluids on them.**
- **Use household cleaners and disinfectants.** Clean visible dirty surfaces with household cleaners containing soap or detergent. Then, use a household disinfectant.
 - Use a product from EPA's List N: Disinfectants for Coronavirus (COVID-19)
 - Be sure to follow the instructions on the label to ensure safe and effective use of the product. Many products recommend keeping the surface wet with a disinfectant for a certain period of time (look at "contact time" on the product label).
 - You may also need to wear personal protective equipment, such as gloves, depending on the directions on the product label.
 - Immediately after disinfecting, wash your hands with soap and water for 20 seconds.

- For completed guidance on cleaning and disinfecting your home, visit [Complete Disinfection Guidance](#).

Take steps to improve ventilation at home

- **Improve ventilation (air flow) at home** to help prevent from spreading COVID-19 to other people in your household.
- **Clear out COVID-19 virus particles in the air** by opening windows, using air filters, and turning on fans in your home.
- Use **this interactive tool** to learn how to improve air flow in your home.

ARDSLEY POLICE DEPARTMENT

MONTHLY STATISTIC REPORT

Activity From 05/01/2022 Thru 05/31/2022

Type of Activity	MTD	YTD
Arrests	3	11
Sex- Male - MTD:	2	YTD: 6
Female - MTD:	1	YTD: 5
Unknown- MTD:	0	YTD: 0
Class- Felony- MTD:	0	YTD: 0
Misd - MTD:	3	YTD: 9
Violat- MTD:	0	YTD: 2
Blotters	269	1265
Cases	14	43
Class- Felony- MTD:	3	YTD: 11
Misd - MTD:	7	YTD: 18
Violat- MTD:	3	YTD: 12
Citations	24	72
Type- Parking- MTD:	0	YTD: 0
Traffic- MTD:	24	YTD: 72
Summons- MTD:	0	YTD: 0
Field Interviews	0	0
Impounds	0	4
Juveniles	0	1
Sex- Male - MTD:	0	YTD: 1
Female - MTD:	0	YTD: 0
Unknown- MTD:	0	YTD: 0
Class- Felony- MTD:	0	YTD: 1
Misd - MTD:	0	YTD: 0
Violat- MTD:	0	YTD: 0
Medical Aided	0	0
Traffic Accidents	11	54
Type- Fatal- MTD:	0	YTD: 0
Injury- MTD:	1	YTD: 7
Other- MTD:	10	YTD: 47

ARDSLEY POLICE DEPARTMENT

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
<u>AP-000997-22</u>	05/01/2022 -08:35	SAW MILL RIVER RD ARDSLEY	DISPUTE	DISPATCHED	042
<u>AP-000998-22</u>	05/01/2022 -09:09	ARDSLEY	HARASSMENT	REPORT TAKEN	042
<u>AP-000999-22</u>	05/01/2022 -14:23	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001001-22</u>	05/01/2022 -16:55	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED...	041
<u>AP-001003-22</u>	05/01/2022 -20:17	ASHFORD AVE ARDSLEY	AUTO ACCIDENT	DISPATCHED	041
<u>AP-001005-22</u>	05/02/2022 -00:26	SAW MILL RIVER ROAD ARDSLEY	BUILDING SECURITY	PATROL ADVISED	
<u>AP-001006-22</u>	05/02/2022 -22:58	ECHO HILLS DOBBS FERRY	AMBULANCE	DISPATCHED	
<u>AP-001009-22</u>	05/03/2022 -12:00	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	042
<u>AP-001010-22</u>	05/03/2022 -13:04	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT		
<u>AP-001011-22</u>	05/03/2022 -13:18	ASHFORD BRIDGE ARDSLEY	TRAFFIC	RENDERED...	036
<u>AP-001012-22</u>	05/03/2022 -13:38	ASHFORD AVENUE ARDSLEY	FIRE RESPONSE	DISPATCHED	042
<u>AP-001013-22</u>	05/03/2022 -14:05	GRENADA CRESCENT WHITE PLAINS	FOA	DISPATCHED	020
<u>AP-001014-22</u>	05/03/2022 -19:15	SAW MILL RIVER RD ARDSLEY	DISPUTE	DISPATCHED	043
<u>AP-001007-22</u>	05/03/2022 -23:57	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001015-22</u>	05/04/2022 -01:51	VICTORIA RD ARDSLEY	AMBULANCE	DISPATCHED	035
<u>AP-001016-22</u>	05/04/2022 -03:11	FULLER AVE ARDSLEY	ROAD HAZZARD	DISPATCHED	038
<u>AP-001017-22</u>	05/04/2022 -06:11	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001018-22</u>	05/04/2022 -07:35	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED...	033
<u>AP-001019-22</u>	05/04/2022 -09:33	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED...	033
<u>AP-001020-22</u>	05/04/2022 -12:21	HUNTLEY DR ARDSLEY	FIRE RESPONSE	DISPATCHED	036
<u>AP-001021-22</u>	05/04/2022 -15:18	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001022-22</u>	05/04/2022 -15:29	ADDYMAN SQUARE ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	043
<u>AP-001023-22</u>	05/04/2022 -19:55	CENTER ST ARDSLEY	ALARM - FALSE	DISPATCHED	043
<u>AP-001024-22</u>	05/04/2022 -20:04	FRANKLIN CT ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	043
<u>AP-001025-22</u>	05/04/2022 -20:32	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001026-22</u>	05/05/2022 -01:10	HUNTLEY DR ARDSLEY	UNFOUNDED	UNFOUNDED	035
<u>AP-001027-22</u>	05/05/2022 -07:15	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001028-22</u>	05/05/2022 -09:30	ASHFORD AV ARDSLEY	ADMINISTRATIVE		028
<u>AP-001029-22</u>	05/05/2022 -11:20	ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001031-22</u>	05/05/2022 -12:00	EUCLID AVE ARDSLEY	AIDED	RENDERED...	041
<u>AP-001030-22</u>	05/05/2022 -12:28	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT		
<u>AP-001032-22</u>	05/05/2022 -12:32	RIDGE RD ARDSLEY	SUSPICIOUS ACTIVITY	REPORT TAKEN	041
<u>AP-001033-22</u>	05/05/2022 -14:08	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001034-22</u>	05/05/2022 -15:54	CLUBHOUSE LA GREENBURGH	AMBULANCE	DISPATCHED	
<u>AP-001035-22</u>	05/05/2022 -16:30	SAW MILL RIVER RD ARDSLEY	UNFOUNDED	DISPATCHED	043
<u>AP-001036-22</u>	05/05/2022 -18:20	MCKINLEY PL ARDSLEY	DOMESTIC DISPUTE	DISPATCHED	043
<u>AP-001037-22</u>	05/05/2022 -22:26	I 87 S ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001038-22</u>	05/05/2022 -23:05	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001039-22</u>	05/06/2022 -07:29	ASHFORD AV ARDSLEY	ADMINISTRATIVE		028
<u>AP-001040-22</u>	05/06/2022 -08:28	LEGION PARK ARDSLEY	TRAFFIC	RENDERED...	038
<u>AP-001041-22</u>	05/06/2022 -09:30	FAIRMONT AVE ARDSLEY	DISPUTE	REPORT TAKEN	032
<u>AP-001042-22</u>	05/06/2022 -11:51	ASHFORD AV ARDSLEY	LARCENY - GRAND		028
<u>AP-001043-22</u>	05/06/2022 -14:04	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT		
<u>AP-001044-22</u>	05/06/2022 -15:20	OAKHILL RD ARDSLEY	TRAFFIC	RENDERED...	041
<u>AP-001045-22</u>	05/06/2022 -17:40	ASHFORD AVE ARDSLEY	TRAFFIC	REPORT TAKEN	041
<u>AP-001046-22</u>	05/06/2022 -17:44	CENTER ST ARDSLEY	ALARM - FALSE	DISPATCHED	043
<u>AP-001047-22</u>	05/06/2022 -20:01	BRAMBLEBROOK RD ARDSLEY	SUSPICIOUS ACTIVITY	REPORT TAKEN	043
<u>AP-001048-22</u>	05/07/2022 -05:20	ASHFORD AVE DOBBS FERRY	FOA	DISPATCHED	038
<u>AP-001049-22</u>	05/07/2022 -09:39	ABINGTON AVE ARDSLEY	NOISE COMPLAINT	DISPATCHED	037
<u>AP-001050-22</u>	05/07/2022 -11:17	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	037
<u>AP-001051-22</u>	05/07/2022 -13:40	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001052-22</u>	05/07/2022 -13:49	ELM STREET ARDSLEY	DOMESTIC DISPUTE	DISPATCHED	042
<u>AP-001054-22</u>	05/07/2022 -20:34	WESTERN DR ARDSLEY	ALARM - FALSE	DISPATCHED	025
<u>AP-001055-22</u>	05/07/2022 -20:36	CROTON CT ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	042
<u>AP-001056-22</u>	05/08/2022 -07:31	SAW MILL RIVER RD ARDSLEY	ALARM - FALSE	DISPATCHED	039
<u>AP-001057-22</u>	05/08/2022 -12:54	SHEFFIELD CT ARDSLEY	PUBLIC UTILITIES	INVESTIGATED	020

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
<u>AP-001058-22</u>	05/08/2022 -13:48	ASHFORD AV ARDSLEY	CHILD SEAT	RENDERED...	041
<u>AP-001059-22</u>	05/08/2022 -14:31	CHESTER ST ARDSLEY	FOA	NOTIFICATION MADE	
<u>AP-001061-22</u>	05/08/2022 -22:05	BROADWAY DOBBS FERRY	AMBULANCE	DISPATCHED	
<u>AP-001062-22</u>	05/09/2022 -03:36	BRONX	GENERAL INFORMATION	PATROL ADVISED	
<u>AP-001063-22</u>	05/09/2022 -09:09	CROSS RD ARDSLEY	AMBULANCE	RENDERED...	018
<u>AP-001066-22</u>	05/09/2022 -10:35	FARM RD ARDSLEY	JUVENILE ACTIVITY	INVESTIGATED	033
<u>AP-001071-22</u>	05/09/2022 -22:49	FARM RD ARDSLEY	NOISE COMPLAINT	INVESTIGATED	025
<u>AP-001075-22</u>	05/10/2022 -16:49	BONAVENTURE AVE ARDSLEY	ALARM - FALSE	INVESTIGATED	043
<u>AP-001076-22</u>	05/10/2022 -16:50	HEATHERDELL RD ARDSLEY	ALARM - FALSE	INVESTIGATED	042
<u>AP-001077-22</u>	05/10/2022 -17:33	CONCORD RD ARDSLEY	TRAFFIC	NOTIFICATION MADE	042
<u>AP-001078-22</u>	05/10/2022 -18:51	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001079-22</u>	05/10/2022 -21:05	ECHO HILLS DOBBS FERRY	FOA	RENDERED...	042
<u>AP-001080-22</u>	05/10/2022 -22:20	REST AVE ARDSLEY	UNFOUNDED	UNFOUNDED	042
<u>AP-001081-22</u>	05/11/2022 -01:17	WOOD AVE ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001082-22</u>	05/11/2022 -06:00	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
<u>AP-001083-22</u>	05/11/2022 -06:50	SAW MILL RIVER RD ARDSLEY	ALARM - FALSE	DISPATCHED	035
<u>AP-001086-22</u>	05/11/2022 -16:52	HEATHERDELL RD ARDSLEY	ALARM - FALSE	INVESTIGATED	036
<u>AP-001087-22</u>	05/11/2022 -17:41	REVERE RD ARDSLEY	TRAFFIC	INVESTIGATED	041
<u>AP-001088-22</u>	05/11/2022 -20:47	SAW MILL RIVER RD ARDSLEY	LARCENY - GRAND	INVESTIGATED	041
<u>AP-001089-22</u>	05/11/2022 -21:56	PROSPECT AVE ARDSLEY	FIREWORKS	INVESTIGATED	036
<u>AP-001090-22</u>	05/12/2022 -06:40	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
<u>AP-001091-22</u>	05/12/2022 -08:08	ASHFORD AV ARDSLEY	CHILD SEAT	RENDERED...	033
<u>AP-001092-22</u>	05/12/2022 -11:42	ASHFORD AV ARDSLEY	HANDICAPPED PERMIT		
<u>AP-001093-22</u>	05/12/2022 -14:48	PARK AVE GREENBURGH	AMBULANCE	DISPATCHED	018
<u>AP-001094-22</u>	05/13/2022 -16:24	BEACON HILL RD ARDSLEY	FIRE RESPONSE	DISPATCHED	041
<u>AP-001095-22</u>	05/13/2022 -16:51	ASHFORD AVE ARDSLEY	AMBULANCE	DISPATCHED	041
<u>AP-001096-22</u>	05/13/2022 -17:58	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001097-22</u>	05/13/2022 -20:01	EASTERN DR ARDSLEY	ALARM - FALSE	DISPATCHED	036
<u>AP-001099-22</u>	05/14/2022 -10:47	SPRINGWOOD AVE ARDSLEY	AIDED	DISPATCHED	020
<u>AP-001100-22</u>	05/14/2022 -13:06	EXETER PL ARDSLEY	BUILDING SECURITY	DISPATCHED	043
<u>AP-001102-22</u>	05/14/2022 -16:39	ARDSLEY	CHILD SEAT	RENDERED...	041
<u>AP-001103-22</u>	05/14/2022 -17:20	SAW MILL RIVER RD ARDSLEY	WELFARE CHECK	DISPATCHED	043
<u>AP-001105-22</u>	05/14/2022 -20:31	CEDAR ST DOBBS FERRY	AMBULANCE	DISPATCHED	
<u>AP-001106-22</u>	05/14/2022 -21:08	FARM RD ARDSLEY	FIREWORKS	DISPATCHED	043
<u>AP-001107-22</u>	05/14/2022 -23:21	ASHFORD AVE ARDSLEY	NOISE COMPLAINT	DISPATCHED	043
<u>AP-001108-22</u>	05/15/2022 -01:35	CENTER ST ARDSLEY	BUILDING SECURITY	INVESTIGATED	041
<u>AP-001109-22</u>	05/15/2022 -11:11	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	042
<u>AP-001110-22</u>	05/15/2022 -21:30	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	043
<u>AP-001111-22</u>	05/15/2022 -21:43	MAPLE ST DOBBS FERRY	FOA	DISPATCHED	041
<u>AP-001112-22</u>	05/16/2022 -02:14	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001113-22</u>	05/16/2022 -07:21	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	025
<u>AP-001114-22</u>	05/16/2022 -09:30	FARM RD ARDSLEY	FIRE RESPONSE	DISPATCHED	042
<u>AP-001116-22</u>	05/16/2022 -12:02	ARDSLEY RD SCARSDALE	AMBULANCE	DISPATCHED	
<u>AP-001117-22</u>	05/16/2022 -13:04	SAW MILL RIVER RD ARDSLEY	ALARM - FALSE	INVESTIGATED	042
<u>AP-001118-22</u>	05/16/2022 -13:04	LARCHMONT ST ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	036
<u>AP-001119-22</u>	05/16/2022 -14:23	FARM RD ARDSLEY	DISPUTE	INVESTIGATED	025
<u>AP-001120-22</u>	05/16/2022 -17:40	AMERICAN LEGION DR ARDSLEY	ALARM - FALSE	DISPATCHED	032
<u>AP-001121-22</u>	05/16/2022 -19:40	AMERICAN LEGION DR ARDSLEY	ALARM - FALSE	DISPATCHED	043
<u>AP-001122-22</u>	05/16/2022 -21:37	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001124-22</u>	05/16/2022 -23:00	ASHFORD AVE ARDSLEY	DOMESTIC DISPUTE	DISPATCHED	043
<u>AP-001125-22</u>	05/17/2022 -07:58	ASHFORD AV ARDSLEY	ADMINISTRATIVE		028
<u>AP-001127-22</u>	05/17/2022 -12:43	ASHFORD AVE ARDSLEY	TRAFFIC	INVESTIGATED	032
<u>AP-001130-22</u>	05/17/2022 -14:22	LINCOLN AV ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	032
<u>AP-001131-22</u>	05/17/2022 -18:17	AMERICAN LEGION DR ARDSLEY	ALARM - FALSE	DISPATCHED	043
<u>AP-001132-22</u>	05/18/2022 -05:28	SPRAIN RD GREENBURGH	AMBULANCE	DISPATCHED	
<u>AP-001133-22</u>	05/18/2022 -10:18	NYS THRUWAY N/B 9.9 ARDSLEY	AMBULANCE	DISPATCHED	032

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-001134-22	05/18/2022 -10:23	VICTORIA RD ARDSLEY	UNFOUNDED	UNFOUNDED	041
AP-001135-22	05/18/2022 -10:35	ASHFORD AVE ARDSLEY	DISPUTE	RENDERED...	041
AP-001136-22	05/18/2022 -12:11	ELM ST ARDSLEY	HARASSMENT	REPORT TAKEN	041
AP-001137-22	05/18/2022 -12:47	SAW MILL RIVER RD ARDSLEY	ABANDONED 911	INVESTIGATED	032
AP-001138-22	05/18/2022 -13:37	PROSPECT AVE ARDSLEY	DOG COMPLAINT	INVESTIGATED	032
AP-001139-22	05/18/2022 -13:38	RIVERVIEW AVE ARDSLEY	LARCENY - PETIT	INVESTIGATED	032
AP-001140-22	05/18/2022 -13:58	ASHFORD AVE ARDSLEY	ADMINISTRATIVE		028
AP-001141-22	05/18/2022 -14:46	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED...	033
AP-001142-22	05/18/2022 -16:45	SAW MILL RIVER ROAD ARDSLEY	AUTO ACCIDENT	DISPATCHED	037
AP-001143-22	05/18/2022 -17:09	REVERE RD ARDSLEY	AIDED	DISPATCHED	037
AP-001144-22	05/18/2022 -19:58	WESTERN DR ARDSLEY	TRAFFIC	DISPATCHED	037
AP-001145-22	05/18/2022 -20:50	SAW MILL RIVER RD ARDSLEY	ALARM - FALSE	DISPATCHED	037
AP-001146-22	05/18/2022 -21:26	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	037
AP-001147-22	05/18/2022 -22:37	SAW MILL RIVER RD ARDSLEY	AIDED	DISPATCHED	043
AP-001148-22	05/18/2022 -23:19	ASHFORD AVE ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	043
AP-001149-22	05/19/2022 -07:41	SAW MILL RIVER RD ARDSLEY	ALARM - FALSE	DISPATCHED	035
AP-001150-22	05/19/2022 -10:09	PROSPECT AV ARDSLEY	AIDED	DISPATCHED	037
AP-001152-22	05/19/2022 -10:43	ALMENA AV ARDSLEY	DOMESTIC DISPUTE	REPORT TAKEN	036
AP-001153-22	05/19/2022 -11:30	SPRAIN BROOK PKWY ARDSLEY	AMBULANCE	DISPATCHED	
AP-001154-22	05/19/2022 -14:42	EASTERN DR ARDSLEY	FRAUD	REPORT TAKEN	041
AP-001155-22	05/19/2022 -16:45	SAW MILL RIVER RD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	041
AP-001156-22	05/19/2022 -16:57	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001157-22	05/19/2022 -18:17	SAW MILL RIVER RD ELMSFORD	HOT LINE	PATROL ADVISED	
AP-001159-22	05/20/2022 -03:51	SAW MILL RIVER ROAD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	035
AP-001160-22	05/20/2022 -06:13	ARDSLEY	FOA	PATROL ADVISED	039
AP-001161-22	05/20/2022 -08:32	ASHFORD AV ARDSLEY	CHILD SEAT		
AP-001162-22	05/20/2022 -13:23	ASHFORD AV ARDSLEY	BUILDING SECURITY	RENDERED...	037
AP-001163-22	05/20/2022 -13:34	EUCLID AVE ARDSLEY	DOG COMPLAINT	DISPATCHED	041
AP-001164-22	05/20/2022 -14:30	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001165-22	05/21/2022 -08:06	SAW MILL RIVER RD ARDSLEY	DOMESTIC DISPUTE	DISPATCHED	042
AP-001166-22	05/21/2022 -08:58	ASHFORD AV ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-001167-22	05/21/2022 -11:24	FOREST BLVD GREENBURGH	AMBULANCE	DISPATCHED	
AP-001168-22	05/21/2022 -12:08	CENTER ST ARDSLEY	DISPUTE	REPORT TAKEN	033
AP-001169-22	05/21/2022 -12:29	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	042
AP-001170-22	05/21/2022 -17:34	ELM ST ARDSLEY	AMBULANCE	DISPATCHED	042
AP-001171-22	05/21/2022 -19:45	SPRINGWOOD AVE ARDSLEY	COURT MATTER	DISPATCHED	043
AP-001172-22	05/21/2022 -22:04	LARCHMONT ST ARDSLEY	AMBULANCE	DISPATCHED	
AP-001173-22	05/21/2022 -22:35	PARK AVE ARDSLEY	NOISE COMPLAINT	DISPATCHED	042
AP-001175-22	05/21/2022 -23:11	ASHFORD AVE ARDSLEY	ADMINISTRATIVE	NOTIFICATION MADE	
AP-001176-22	05/22/2022 -01:17	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001177-22	05/22/2022 -06:25	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001178-22	05/22/2022 -08:44	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	033
AP-001179-22	05/22/2022 -08:58	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	033
AP-001180-22	05/22/2022 -11:49	CONCORD RD ARDSLEY	ALARM - FALSE	DISPATCHED	033
AP-001181-22	05/22/2022 -12:44	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	033
AP-001182-22	05/22/2022 -17:10	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	042
AP-001183-22	05/22/2022 -18:22	HEATHERDELL RD ARDSLEY	AIDED	DISPATCHED	025
AP-001184-22	05/22/2022 -20:19	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001185-22	05/22/2022 -20:38	ORLANDO AVE ARDSLEY	ROAD HAZZARD	DISPATCHED	025
AP-001186-22	05/22/2022 -20:52	PARK AVE ARDSLEY	FIRE RESPONSE	DISPATCHED	025
AP-001188-22	05/23/2022 -11:04	ASHFORD AV ARDSLEY	PROPERTY- TURNED IN	DISPATCHED	032
AP-001189-22	05/23/2022 -14:35	AMERICAN LEGION DR ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	032
AP-001190-22	05/23/2022 -15:47	REVERE RD ARDSLEY	ABANDONED 911	UNFOUNDED	041
AP-001191-22	05/23/2022 -21:48	SAW MILL RIVER RD ARDSLEY	ANIMAL COMPLAINT	RENDERED...	041
AP-001192-22	05/23/2022 -23:18	REVERE RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001193-22	05/24/2022 -08:49	ASHFORD AVE ARDSLEY	ADMINISTRATIVE	REPORT TAKEN	020

ARDSLEY POLICE DEPARTMENT

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-001194-22	05/24/2022 -09:36	CONCORD RD ARDSLEY	ANIMAL COMPLAINT	NOTIFICATION MADE	
AP-001195-22	05/24/2022 -09:53	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	032
AP-001196-22	05/24/2022 -12:38	I 87 N GREENBURGH	AMBULANCE	DISPATCHED	
AP-001197-22	05/24/2022 -12:43	ALMENA AVE ARDSLEY	AIDED	DISPATCHED	032
AP-001198-22	05/24/2022 -16:24	ASHFORD AVE ARDSLEY	ALARM - FALSE	DISPATCHED	041
AP-001199-22	05/24/2022 -17:12	CENTER ST ARDSLEY	ALARM - FALSE	INVESTIGATED	041
AP-001201-22	05/24/2022 -18:10	AMERICAN LEGION DR ARDSLEY	ALARM - FALSE	INVESTIGATED	041
AP-001202-22	05/24/2022 -18:14	SAW MILL RIVER RD ARDSLEY	TRAFFIC	RENDERED...	038
AP-001205-22	05/24/2022 -21:25	I87 ARDSLEY	AMBULANCE	DISPATCHED	
AP-001206-22	05/24/2022 -21:25	CROSS RD ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	041
AP-001214-22	05/25/2022 -19:42	HICKORY HILL DR DOBBS FERRY	FOA	INVESTIGATED	037
AP-001215-22	05/25/2022 -21:50	LOOKOUT PL ARDSLEY	TRAFFIC	NOTIFICATION MADE	020
AP-001216-22	05/25/2022 -22:59	CONCORD RD ARDSLEY	NOISE COMPLAINT	INVESTIGATED	020
AP-001217-22	05/26/2022 -09:11	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	042
AP-001218-22	05/26/2022 -11:06	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	036
AP-001219-22	05/26/2022 -11:53	ASHFORD AVE ARDSLEY	ADMINISTRATIVE	REPORT TAKEN	020
AP-001220-22	05/26/2022 -13:20	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001221-22	05/26/2022 -18:32	TAPPAN TER ARDSLEY	FIRE RESPONSE	DISPATCHED	041
AP-001222-22	05/26/2022 -19:05	SAW MILL RIVER RD ARDSLEY	DISPUTE	DISPATCHED	041
AP-001223-22	05/27/2022 -01:27	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	039
AP-001224-22	05/27/2022 -07:00	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	039
AP-001225-22	05/27/2022 -08:56	SAW MILL RIVER ROAD ARDSLEY	LARCENY - PETIT	DISPATCHED	042
AP-001226-22	05/27/2022 -13:14	ASHFORD AV GREENBURGH	AMBULANCE	DISPATCHED	
AP-001227-22	05/27/2022 -15:35	VALHALLA	SEX OFFENSES		028
AP-001228-22	05/27/2022 -18:40	ASHFORD AVE ARDSLEY	ADMINISTRATIVE	REPORT TAKEN	020
AP-001229-22	05/27/2022 -20:27	ASHFORD AVE ARDSLEY	FIRE RESPONSE	DISPATCHED	043
AP-001230-22	05/28/2022 -13:06	CAPTAIN HONEYWELL RD ARDSLEY	UNFOUNDED	INVESTIGATED	036
AP-001232-22	05/28/2022 -17:10	SAW MILL RIVER RD ARDSLEY	AIDED	NOTIFICATION MADE	043
AP-001233-22	05/28/2022 -20:32	BEACON HILL RD ARDSLEY	FIRE RESPONSE	DISPATCHED	032
AP-001234-22	05/28/2022 -21:34	HEATHERDELL RD ARDSLEY	WELFARE CHECK	DISPATCHED	032
AP-001235-22	05/29/2022 -01:35	SAW MILL RIVER RD ARDSLEY	AIDED	NOTIFICATION MADE	039
AP-001236-22	05/29/2022 -08:19	SAW MILL RIVER RD ARDSLEY	AIDED	RENDERED...	037
AP-001237-22	05/29/2022 -14:35	DOBBS FERRY	AMBULANCE	DISPATCHED	
AP-001238-22	05/29/2022 -16:02	ASHFORD AV ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-001239-22	05/29/2022 -18:12	SAW MILL RIVER RD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	043
AP-001240-22	05/29/2022 -19:51	SAW MILL RIVER RD ARDSLEY	TRAFFIC	DISPATCHED	043
AP-001241-22	05/29/2022 -20:57	LARCHMONT ST ARDSLEY	DOMESTIC DISPUTE	DISPATCHED	043
AP-001242-22	05/29/2022 -21:18	HUNTLEY DR ARDSLEY	NOISE COMPLAINT		
AP-001243-22	05/29/2022 -21:20	PLAINVIEW AVE ARDSLEY	FIREWORKS	UNFOUNDED	032
AP-001244-22	05/29/2022 -22:02	FARM RD ARDSLEY	JUVENILE ACTIVITY	DISPATCHED	043
AP-001245-22	05/30/2022 -00:17	DANFORTH AVE DOBBS FERRY	FOA	RENDERED...	028
AP-001246-22	05/30/2022 -08:07	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001247-22	05/30/2022 -09:56	FARM RD ARDSLEY	ALARM - FALSE	DISPATCHED	041
AP-001248-22	05/30/2022 -10:44	SAW MILL RIVER RD ARDSLEY	DISPUTE	DISPATCHED	042
AP-001249-22	05/30/2022 -11:09	REVOLUTIONARY RD ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	042
AP-001250-22	05/30/2022 -11:26	FAIRMONT AVE ARDSLEY	TRAFFIC	DISPATCHED	041
AP-001251-22	05/30/2022 -13:56	LINCOLN AVE ARDSLEY	TRAFFIC	DISPATCHED	041
AP-001252-22	05/30/2022 -16:00	OLYMPIC LN ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	020
AP-001253-22	05/30/2022 -19:39	LINCOLN AVE ARDSLEY	AMBULANCE	DISPATCHED	
AP-001254-22	05/30/2022 -20:03	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-001255-22	05/30/2022 -20:11	MCDOWELL PARK ARDSLEY	JUVENILE ACTIVITY	RENDERED...	041
AP-001256-22	05/30/2022 -20:32	SAW MILL RIVER RD ARDSLEY	AIDED	DISPATCHED	043
AP-001257-22	05/31/2022 -04:48	LINCOLN AVE ARDSLEY	AIDED	DISPATCHED	020
AP-001258-22	05/31/2022 -07:52	LINCOLN AVE ARDSLEY	AMBULANCE	DISPATCHED	042
AP-001259-22	05/31/2022 -12:51	CHESTER ST ARDSLEY	AMBULANCE	DISPATCHED	
AP-001261-22	05/31/2022 -13:02	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	025

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
<u>AP-001263-22</u>	05/31/2022 -15:00	EUCLID AVE ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	042
<u>AP-001264-22</u>	05/31/2022 -19:10	LINCOLN AVE ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001265-22</u>	05/31/2022 -21:50	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	042
TOTAL PRIORITY CALLS				==>	227

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
<u>AP-001000-22</u>	05/01/2022 -15:52	HEATHERDELL RD ARDSLEY	ANIMAL COMPLAINT	RENDERED...	042
<u>AP-001002-22</u>	05/01/2022 -19:25	BROADVIEW AVE DOBBS FERRY	AMBULANCE	DISPATCHED	
<u>AP-001004-22</u>	05/01/2022 -21:55	SAW MILL RIVER ROAD ARDSLEY	AMBULANCE	DISPATCHED	041
<u>AP-001008-22</u>	05/03/2022 -11:35	AMERICAN LEGION DR ARDSLEY	PROPERTY DAMAGE	INVESTIGATED	036
<u>AP-001053-22</u>	05/07/2022 -18:29	SAW MILL RIVER ROAD ARDSLEY	SUSPICIOUS ACTIVITY	RENDERED...	025
<u>AP-001060-22</u>	05/08/2022 -18:18	SAW MILL RIVER ROAD ARDSLEY	PARKING COMPLAINT	DISPATCHED	042
<u>AP-001064-22</u>	05/09/2022 -09:25	CONCORD RD ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	033
<u>AP-001065-22</u>	05/09/2022 -10:18	ABINGTON AV ARDSLEY	WELFARE CHECK	DISPATCHED	032
<u>AP-001067-22</u>	05/09/2022 -12:07	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001068-22</u>	05/09/2022 -13:48	BONAVENTURE AVE ARDSLEY	ANIMAL COMPLAINT	DISPATCHED	018
<u>AP-001069-22</u>	05/09/2022 -15:14	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	032
<u>AP-001070-22</u>	05/09/2022 -17:50	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
<u>AP-001072-22</u>	05/10/2022 -11:03	HUNTLEY DR ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	018
<u>AP-001073-22</u>	05/10/2022 -12:43	GROVE LN ARDSLEY	WELFARE CHECK	DISPATCHED	018
<u>AP-001074-22</u>	05/10/2022 -15:48	LARCHMONT ST ARDSLEY	ANIMAL COMPLAINT	RENDERED...	042
<u>AP-001084-22</u>	05/11/2022 -08:12	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001085-22</u>	05/11/2022 -08:25	EUCLID AVE ARDSLEY	PARKING COMPLAINT	DISPATCHED	032
<u>AP-001098-22</u>	05/14/2022 -10:24	SAW MILL RIVER RD ARDSLEY	PROPERTY DAMAGE	DISPATCHED	042
<u>AP-001101-22</u>	05/14/2022 -16:11	FRANCIS J MCCORMACK ROAD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	042
<u>AP-001104-22</u>	05/14/2022 -19:06	MCKINLEY PL ARDSLEY	PARKING COMPLAINT	DISPATCHED	043
<u>AP-001115-22</u>	05/16/2022 -11:34	ASHFORD AVE ARDSLEY	PROPERTY- TURNED IN	INVESTIGATED	042
<u>AP-001123-22</u>	05/16/2022 -21:48	ELM ST ARDSLEY	PUBLIC UTILITIES	NOTIFICATION MADE	043
<u>AP-001126-22</u>	05/17/2022 -08:53	PROSPECT AVE ARDSLEY	PROPERTY-LOST	REPORT TAKEN	025
<u>AP-001128-22</u>	05/17/2022 -13:41	LARCHMONT ST ARDSLEY	PARKING COMPLAINT	INVESTIGATED	032
<u>AP-001129-22</u>	05/17/2022 -14:06	ASHFORD AV ARDSLEY	ESCORT	DISPATCHED	043
<u>AP-001151-22</u>	05/19/2022 -10:36	LINCOLN AVE ARDSLEY	PUBLIC UTILITIES	RENDERED...	036
<u>AP-001158-22</u>	05/19/2022 -21:15	ASHFORD AVE ARDSLEY	PERSONNEL	DISPATCHED	
<u>AP-001174-22</u>	05/21/2022 -22:53	FRANCIS J MCCORMACK ROAD ARDSLEY	PROPERTY- TURNED IN	PATROL ADVISED	043
<u>AP-001187-22</u>	05/23/2022 -09:40	BEACON HILL RD ARDSLEY	ROAD HAZZARD	REPORT TAKEN	032
<u>AP-001200-22</u>	05/24/2022 -17:40	ASHFORD AVE ARDSLEY	PROPERTY- TURNED IN	RENDERED...	
<u>AP-001203-22</u>	05/24/2022 -18:26	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
<u>AP-001204-22</u>	05/24/2022 -20:38	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
<u>AP-001207-22</u>	05/25/2022 -08:49	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	028
<u>AP-001208-22</u>	05/25/2022 -10:31	ASHFORD AVE ARDSLEY	PUBLIC UTILITIES	REPORT TAKEN	028
<u>AP-001209-22</u>	05/25/2022 -10:44	ASHFORD AVE ARDSLEY	AMBULANCE	DISPATCHED	
<u>AP-001210-22</u>	05/25/2022 -11:28	ASHFORD AVE ARDSLEY	AUTO ACCIDENT -	REPORT TAKEN	042
<u>AP-001211-22</u>	05/25/2022 -12:56	REVERE RD ARDSLEY	WELFARE CHECK	INVESTIGATED	028
<u>AP-001212-22</u>	05/25/2022 -14:10	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	028
<u>AP-001213-22</u>	05/25/2022 -14:14	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	042
<u>AP-001231-22</u>	05/28/2022 -14:20	LINCOLN AVE ARDSLEY	PUBLIC UTILITIES	DISPATCHED	036
<u>AP-001260-22</u>	05/31/2022 -12:51	ASHFORD AV ARDSLEY	WELFARE CHECK	NOTIFICATION MADE	025
<u>AP-001262-22</u>	05/31/2022 -14:06	FARM RD ARDSLEY	JUVENILE ACTIVITY	INVESTIGATED	025

TOTAL PRIORITY 1 CALLS ==> 42
 GRAND TOTAL ==> 269

BLOTTER ACTIVITY REPORT
By Time of Day

FOR DATE RANGE OF 05/01/2022 TO 05/31/2022

Call Type	Invalid Time	0001-0200	0201-0400	0401-0600	0601-0800	0801-1000	1001-1200	1201-1400	1401-1600	1601-1800	1801-2000	2001-2200	2201-2400	TOTALS
ABANDONED 911	0	0	0	0	0	0	0	1	1	0	0	0	0	2
ADMINISTRATIVE	0	0	0	0	2	2	1	1	0	0	1	0	1	8
AIDED	0	1	0	1	0	1	3	1	0	2	1	1	1	12
ALARM - FALSE	0	0	0	0	3	1	1	1	0	7	4	3	0	20
AMBULANCE	0	4	1	1	6	6	8	10	9	5	4	9	7	70
ANIMAL COMPLAINT	0	0	0	0	0	1	0	1	2	0	0	1	0	5
AUTO ACCIDENT	0	0	0	0	0	2	2	0	3	1	0	2	0	10
AUTO ACCIDENT - INJURY	0	0	0	0	0	0	1	0	0	0	0	0	0	1
BUILDING SECURITY	0	2	0	0	0	0	0	2	0	0	0	0	0	4
CHILD SEAT INSTALLATION	0	0	0	0	1	3	0	1	1	2	0	0	0	8
COURT MATTER	0	0	0	0	0	0	0	0	0	0	1	0	0	1
DISPUTE	0	0	0	0	0	2	2	1	1	0	2	0	0	8
DOG COMPLAINT	0	0	0	0	0	0	0	2	0	0	0	0	0	2
DOMESTIC DISPUTE	0	0	0	0	0	1	1	1	0	0	1	1	1	6
ESCORT	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FIRE RESPONSE	0	0	0	0	0	1	0	2	0	1	1	3	0	8
FIREWORKS	0	0	0	0	0	0	0	0	0	0	0	3	0	3
FOA	0	1	0	1	1	0	0	0	2	0	1	2	0	8
FRAUD	0	0	0	0	0	0	0	0	1	0	0	0	0	1
GENERAL INFORMATION	0	0	1	0	0	0	0	0	0	0	0	0	0	1
HANDICAPPED PERMIT	0	0	0	0	0	0	1	2	1	0	0	0	0	4
HARASSMENT	0	0	0	0	0	1	0	1	0	0	0	0	0	2
HOT LINE	0	0	0	0	0	0	0	0	0	0	1	0	0	1
JUVENILE ACTIVITY	0	0	0	0	0	0	1	0	1	0	0	1	1	4
LARCENY - GRAND	0	0	0	0	0	0	1	0	0	0	0	1	0	2
LARCENY - PETIT	0	0	0	0	0	1	0	1	0	0	0	0	0	2
NOISE COMPLAINT	0	0	0	0	0	1	0	0	0	0	0	1	4	6
PARKING COMPLAINT	0	0	0	0	0	1	0	1	0	0	2	0	0	4
PERSONNEL	0	0	0	1	1	1	0	0	0	2	1	2	0	8
PROPERTY DAMAGE	0	0	0	0	0	0	2	0	0	0	0	0	0	2
PROPERTY- TURNED IN	0	0	0	0	0	0	2	0	0	1	0	0	1	4
PROPERTY-LOST	0	0	0	0	0	1	0	0	0	0	0	0	0	1
PUBLIC UTILITIES	0	0	0	0	0	0	2	1	1	0	0	1	0	5
ROAD HAZZARD	0	0	1	0	0	0	0	0	0	0	0	1	0	3

BLOTTER ACTIVITY REPORT
By Time of Day

FOR DATE RANGE OF 05/01/2022 TO 05/31/2022

Call Type	Invalid Time	0001-0200	0201-0400	0401-0600	0601-0800	0801-1000	1001-1200	1201-1400	1401-1600	1601-1800	1801-2000	2001-2200	2201-2400	TOTALS
SEX OFFENSES	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SUSPICIOUS ACTIVITY	0	0	1	0	0	1	1	2	3	2	2	4	1	17
TRAFFIC	0	0	0	0	0	1	1	3	1	3	3	1	0	13
UNFOUNDED	0	1	0	0	0	0	1	1	0	1	0	0	1	5
WELFARE CHECK	0	0	0	0	0	0	1	3	0	1	0	1	0	6
Totals:	0	9	4	4	14	29	32	39	29	28	25	38	18	269

**CONSIDER A RESOLUTION GRANTING PERMISSION TO HONEST ART-
708 SAW MILL RIVER ROAD TO BLOCK OFF THREE OF THE EXISTING
PARKING SPACES IN ORDER HOLD OUTDOOR SUMMER CLASSES IN
THE PARKING LOT**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes Honest Art at 708 Saw Mill River Road to block off three of the existing parking spaces in order to hold outdoor summer classes in the parking lot.

Any approvals should contain the following conditions:

1. The exit doors and sidewalk must remain unobstructed at all times
2. The vehicle barriers must remain in place at all times that classes are in session
3. The months of operation of the outdoor classes should be limited as determined by the VB.
4. The hours of operation should also be limited as determined by the VB.
5. The outdoor classes shall not be used to increase the occupant load of the business, but shall be used instead of the indoor space..
6. Any conditions deemed that the Village Board, Village Attorney & Village Manager deem appropriate.
7. Any conditions deemed appropriate by the VB.
8. The applicant must submit a revised plan to the building department detailing all of the conditions of approval.

**RESOLUTION TO AMEND CHAPTER 190
ENTITLED “FILMING” OF THE ARDSLEY VILLAGE CODE**

RESOLVED, that the Village Board of the Village of Ardsley hereby amends Chapter 190 entitled “Fees” of the Ardsley Village Code as follows. (The deleted text is in ~~strikethrough~~ and the new text is underscored)

Article I Definitions

§109-1. Definitions

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

FILMING -When cameras and equipment are at a premises.

FILM POLICY – The Village of Ardsley Film Policy that is in effect at the time of filming.

Article II Private Property

§109-2. Filming on Private Property

No commercial, movie, documentary television program, similar presentation or any portion thereof shall be filmed, videotaped, recorded or otherwise made on any private property within the Village of Ardsley unless the owner or tenant in control of the property or the professional film company first makes an application to and obtains a permit from the Village of Ardsley.

§109-3. Applications for permit

Applications shall be obtained from and submitted for review to the Village of Ardsley Board of Trustees Agenda-June 21, 2022

Village Clerk **as required by and enumerated in the Film Policy.** ~~in person or by mail at least five business days in advance of the filming and must contain at least the following information:~~

- ~~A. The name, address and telephone number of the applicant.~~
 - ~~B. The location of the property where filming, etc., is to take place.~~
 - ~~C. State if the applicant is the owner or tenant in possession of the property or the filming company.~~
 - ~~D. The name and address of the owner of the property if the applicant is not the owner.~~
 - ~~E. The consent of the owner if other than the applicant.~~
 - ~~F. The name, address and telephone number of the person or entity the applicant wishes to allow to film, etc.~~
 - ~~G. The date filming is to take place and the hours of filming.~~
 - ~~H. The dates within the previous 12 months that any filming, as described in § 109-2 above, was conducted at this location.~~
 - ~~I. Affirmation that filming will not involve use of public property.~~
 - ~~J. A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~
 - ~~K.~~
- ~~All other information requested on the application.~~

§109-4. Fee

Each applicant shall pay a fee to the Village of Ardsley in the amount as set forth in ~~Schedule of Fees~~ **Film Policy**, for each permit.

§109-5. Operational Restrictions

A. Filming for which a permit is required under § 109-2 above **shall be conducted in compliance with the Film Policy.** ~~in no event be conducted at the same location (i.e., in the same building or at the same street address) more than any portion of 12 calendar days within any twelve-month period.~~

~~B. No applicant shall permit any filming for which a permit has been issued to be conducted prior to 7:00 a.m. or after 10:00 p.m.~~

~~C. No applicant shall permit equipment used in connection with such filming, including but not limited to lights, generators and related equipment, to be set up or operated at the location described in § 109-3 above prior to 7:00 a.m. or after 10:00 p.m.~~

§109-6. Penalties for offenses

A. Any person, persons, corporation, company, group or other entity of any kind who fails to obtain the permit required herein or otherwise violates any provision of this chapter shall be subject to a fine of up to \$250 or imprisonment for not more than 15 days, or both such fine and imprisonment.

B. The imposition of such penalty shall not be Village's exclusive remedy in the event of a violation of this chapter. The Village may pursue any and all other legal remedies available to it in connection with any violation of this chapter.

§109-7. Limitations for previous violations

Notwithstanding any of the foregoing, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

ARTICLE III Public Property

§109-8 Filming on public property

No commercial, movie, documentary television program, similar presentation or any portion thereof shall be filmed, videotaped, recorded or otherwise made on any public property (streets, sidewalks, parks, etc.) within the Village of Ardsley, unless application is made and a permit obtained from the Village of Ardsley. This includes the running of cable, the placing or storing of equipment of any kind, the parking of vehicles, etc., on any public property or any

Village of Ardsley Board of Trustees Agenda-June 21, 2022

other use of public property for the purpose of making films, etc.
(NOTE: Specifically excluded are all filming projects conducted under the auspices of the Village of Ardsley Cable Television Committee.)

§109-9. Application for permit

Applications shall be obtained from and submitted to the Village Clerk as required by and enumerated in the Film Policy, ~~in person or by mail at least 10 business days in advance of the filming and must contain at least the following information:~~

- ~~(1) The name, address and telephone number of the person or company making the film, etc.~~
 - ~~(2) The location where filming, etc., is to take place.~~
 - ~~(3) The date filming is to take place and the hours of filming.~~
 - ~~(4) A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~
 - ~~(5) Approval from the Police Chief, with any conditions he may set forth.~~
 - ~~(6) Any other approval the Village Manager or Village Clerk deems necessary, with any conditions which may be set forth.~~
- ~~B. A certificate of insurance must be submitted with the application, naming the Village of Ardsley as an additional insured, in amounts satisfactory to the Village.~~

§109-10 Fee

The fee for such permit shall be as set forth in the ~~Schedule of Fees~~ Film Policy.

§109-11 Operational Restrictions

- A. Filming for which a permit is required under § 109-8 above shall be conducted in compliance with the Film Policy. ~~No applicant shall permit any filming, etc., for which a permit has been issued to be conducted prior to 8:00 a.m. or after 7:00 p.m.~~
- B. ~~No applicant shall permit equipment used in connection with such~~

Village of Ardsley Board of Trustees Agenda-June 21, 2022

~~filming, including but not limited to lights and generators, etc., to be set up or operated at the location described in § 109-9 above prior to 8:00 a.m. and after 7:00 p.m.~~

§109-12 Penalties for offenses

A. Any person, persons, corporation, company, group or other entity of any kind who fails to obtain the permit required herein or otherwise violates any provision of this chapter shall be subject to a fine of up to ~~\$1,000~~ **\$5,000**.

B. The imposition of such fine shall not be the Village's exclusive remedy in the event of a violation of this chapter. The Village may pursue any and all other legal remedies available to it in connection with any violation of this chapter.

§109-13 Limitations for previous violations

Notwithstanding any of the foregoing, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

ARTICLE IV Film production schedule of fees

§109-14 Submission of requests

RESERVED

~~Requests for film productions which will exceed five days must be submitted to the Village Clerk in writing, at least 10 business days prior to filming, for his or her consideration and approval. Such approval may include fees and any conditions the Village Manager or Village Clerk may deem necessary and expedient.~~

§ 109-15 Fees.

All fees for each permit referred to herein are payable in the amounts designated in ~~Chapter A210, Fees~~ **the Film Policy**

RESOLUTION TO ADOPT FILM POLICY

RESOLVED, that the Village Board of the Village of Ardsley hereby adopts the attached film policy effective immediately pursuant to Chapter 190 entitled “Filming” of the Ardsley Village Code.



VILLAGE OF ARDSLEY FILM POLICY

1. A permit is required to film, videotape, video record, or televise for commercial purposes on public or private property within the municipal boundaries of the Village of Ardsley. Non-profit and student films will be evaluated on a case-by-case basis to determine if a film permit is necessary.
2. The application to obtain a Filming Permit must be completed and submitted to the Village Clerk, including all required supporting documentation and applicable fees, at least fourteen (14) days prior to filming. Late applications are accepted at the discretion of the Village Clerk, and may be subject to a double fee.
3. The Village reserves the right to deny any permit hereunder if it is deemed not in the public interest.
4. The Village must be named as additional insured on the liability policy of the producer or permittee (\$3,000,000 minimum) and proof of such coverage must be provided prior to filming.
5. The permittee shall execute an indemnification agreement holding the Village harmless and agreeing to indemnify the from any liability.
6. The Village must be provided evidence of appropriate Worker's Compensation Insurance that provides coverage for all members of the production.
7. The filming must comply with all Federal, State, and local laws and ordinances.
8. The Applicant will be required to post a cash bond or present a check made payable to the Village of Ardsley in an amount to be determined by the Village Clerk of no less than \$2,500 to insure compliance with regulations and representations of the production company.
9. A permit fee must be paid to the Village of Ardsley as follows:
 - All productions larger than a small production as defined below on public or private property \$5,000 per filming day.
 - Small productions as defined below on public or private property \$1,500 per filming day.

Small productions are productions which involve no more than:

- (1) one truck with a bed not to exceed 10 feet in length, 8,600 gross vehicle weight and 4 wheels parked in a location to be approved by the Chief of Police
- (2) no more than 2 passenger vehicles parked in a location to be approved by the Chief of Police;
- (3) no on-site generator;
- (4) no more than 15 cast and crew members

Non-profit/ Student filming: \$1,500 per filming day
(as per Item 1, non-profit and student films may be exempt from fees) at the discretion of the Village Manager

10. A filming day shall be defined as 7:00am to 7:00pm. Irrespective of total duration of filming in a day, any filming outside of the filming day timeframe will incur additional costs of one-twelfth (1/12) the filming day rate per hour. Filming done entirely outside the hours of the regular filming day described above will still be subject to the full charge for a filming day in addition to pro-rated hourly charges. Furthermore, the day will be defined to begin when vehicles and equipment arrive and setting up begins, and the day will be defined to end when the area is restored and the last member of the production leaves the area.
11. Ardsley Police Officers must be used for traffic and crowd control. The stopping and redirecting of pedestrian and vehicular traffic may only be performed by Ardsley Police Department personnel, or designee of the Chief of Police. Police vehicles and equipment used will also be billed at hourly rates. All applicable Police fees are non-negotiable and will be billed separately.
12. The Permittee will be responsible for and will be billed separately for all costs associated with the Department of Public Works as it relates to the production, including but not limited to special sanitation collection, street lighting, and site restoration work. Public Works vehicles and equipment used will also be billed at hourly rates. All applicable Public Works fees are non-negotiable and will be billed separately.
13. The parking and storing of all vehicles and equipment related to the production shall be confined to a location designated by only the Village Manager, Chief of Police, or designee. Parking and storing of vehicles and equipment may be charged an appropriate additional fee to be determined by the Village Manager.
14. The Permittee or designee must personally contact those residents and businesses affected by the filming schedule, in writing, no less than seven (7) days prior to filming. Residents and businesses must be provided an opportunity to ask questions to the film company about the impact of the production.
15. The Chief of Police and Village Manager, or designee have the power to immediately shut down filming if deemed in the interest of public interest or safety. Furthermore, the Village may also immediately revoke any permit upon discovery of false or misleading statements in the application or for violation of any terms of the permit.

16. Upon completion of the filming within the Village, the Applicant is responsible for restoring the area to its original condition.
17. The application may be approved conditionally with special conditions set by the Village Manager, Chief of Police, or designee.
18. Amendments to an approved permit must be approved separately and will be subject to an additional fee of \$500 to the Village.
19. To receive a full refund, the Village must be given no less than 48 hours' notice to any cancellation of filming. If proper notice of cancellation is not received, the Applicant will not be refunded any portion of the permit cost.
20. Outside and above any fees and charges applicable in this policy, there shall be an administrative fee of \$250 per film day for each service supplied by the Village, including but not limited to Police and Public Works, for the coordination of staff and any village resources used to accommodate filming and production needs. Productions that do not require municipal services will not be subject to this fee.

RESOLUTION OF THE VILLAGE BOARD DETERMINING THAT PROPOSED ACTION: DEVELOPMENT AT 774 SAW MILL RIVER ROAD IN THE VILLAGE OF ARDSLEY IS AN UNLISTED ACTION AND PROVIDING FOR COORDINATED REVIEW UNDER SEQRA BY DECLARING THEIR INTENT TO ACT AS LEAD AGENCY

WHEREAS, the Building Department for the Village of Ardsley on or about 6/1/22 received an Application for Board of Trustees Site Plan Approval for the redevelopment of property located at 774 Saw Mill River Road in the Village of Ardsley designated on the tax assessment map of the Town of Greenburgh as Section 6; Sub-Section 50; Block 18; Lot 29 (the “Subject Site”), from 774 Saw Mill River Road LLC (hereinafter the “Applicant”) with the proposed use subject to site plan approval by the Village Board after review and recommendation by the Village of Ardsley Planning Board (the “Planning Board”) and Village of Ardsley Board of Architectural Review (the “BAR”); and

WHEREAS, as part of the submission materials received by the Village included: a Zoning Work Sheet dated 5/28/22 signed by David Barbuti, Registered Architect; a Preliminary site plan set prepared by David A. Barbuti Architect, PC last revised 8/3/21; two (2) colored renderings of the proposed building; and a Short Environmental Assessment Form dated 6/9/22 signed by David Barbuti (hereinafter the “Site Plan Application”); and

WHEREAS, the Site Plan Application calls for the redevelopment of the Subject Site to include a nine new multi-family residential units supported by nine parking spaces (hereinafter the “Proposed Action”);

WHEREAS, the Village Board has reviewed the applicable standards of SEQR 6 NYCRR Part 617.6(b), and concluded that it should be designated as the lead agency in the coordinated environmental review of the Proposed Action, as it is the local agency with the broadest governmental powers to investigate the impacts of the Proposed Action.

NOW, THEREFORE, BE IT RESOLVED, the Village Board pursuant to Article 8 of the Environmental Conservation Law (“SEQR”), Part 617 of the General Regulations adopted pursuant thereto (“Part 617”) specifically §617.4 and §617.5 and, hereby determines that the Action is subject to SEQR and is an Unlisted Action; and

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF and with the assistance of staff, using all due diligence, are interested or involved agencies for the Proposed Action and should be provide a copy of this Notice of Intent to Act as Lead Agency:

Village of Ardsley Planning Board
Village of Ardsley Board of Architectural Review
Westchester County Department of Health
Westchester County Department of Planning
New York State Department of Environmental
Conservation
New York State Department of Transportation
Federal Emergency Management Agency; and

BE IT FURTHER RESOLVED, that the Village Board hereby directs that a Lead Agency Coordination Notice be circulated among interested and involved agencies together with copies of the EAF, and such other information as is appropriate, indicating the Village Board’s intent to

assume the role of Lead Agency for the Action under SEQR and Part 617, and that a minimum of 30 days to comment on the Board's Intent to Act as Lead Agency and that any correspondence on this matter be directed to the Office of the Building Inspector, 507 Ashford Avenue, Ardsley, NY 10502.

Planning & Development Advisors



Creating value by unlocking opportunities

June 12, 2022

To: Mr. Larry Tomasso, Building Inspector

From: David B Smith

Re: Application for 774 Saw Mill River Road

This office is in receipt of preliminary plans and other associated documentation for the redevelopment of the property located at 774 Saw Mill River Road (the "Subject Site"). The current proposal includes the demolition of the existing three-family (3) residence and the construction of a new nine-unit (9) multi-family residence supported by nine off-street parking spaces (the "Proposed Project"). The Application was submitted on behalf of 774 Saw Mill River Road LLC (the "Applicant"). The initial submission review included the following:

- Zoning Work Sheet dated 5/28/22 signed by David Barbuti, Registered Architect;
- Preliminary site plan set prepared by David A. Barbuti Architect, PC last revised 8/3/21;
- Two (2) colored renderings of the proposed building; and
- Short Environmental Assessment Form dated 6/9/22 signed by David Barbuti

The Proposed Project will require site plan approval from the Village Board of Trustees (the "Village Board" or "BOT"). It is noted that the Subject Site is located in an R-O Residence Office District which was the recent subject of zoning text amendments implementing recommendations in the Village of Ardsley's recently completed Comprehensive Plan. The Proposed Project along with site plan approval constitutes the Proposed Action as that term is defined under the New York State Environmental Quality Review Act (SEQRA).

Procedural Recommendations

A. SEQRA Determination of Significance:

Before any other "actions" are taken by the Village Board (the issuance of any permits or approvals), a SEQRA Determination of Significance must be adopted.

Under the provisions of §167 of the Village Code, the Village Board of Trustees is charged with granting site plan approval. As a result, it is logical for the BOT to serve as Lead Agency for the SEQRA review. This SEQRA review can run concurrently with the site plan review process.

In order to initiate the SEQRA process the BOT must designate its intent to serve as Lead Agency, and undertake the following steps:

- Designate Lead Agency

101 Lee Avenue
Yonkers, New York 10705
914.552.8413 |
email: davidbsmith1992@gmail.com

- o Requires the applicant to submit a site plan and an Environmental Assessment Form (EAF) which have been included as part of the overall submission.
- o BOT adopts a resolution designating intent to serve as Lead Agency, see draft attached.
- o This notice, along with the EAF and site plan is circulated to all Involved and Interested Agencies.
- o If, after the required 30-day circulation period has expired, no other agency has challenged the BOT's determination, the BOT can confirm its Lead Agency designation. This can be done as a separate action or combined with the Determination of Significance.
- Determination of Significance
 - o Once established as Lead Agency, the BOT must render a Determination of Significance:
 - Positive Declaration ("Pos Dec") - Adopting a Pos Dec indicates that one or more potentially adverse impacts have been identified, and that a full Environmental Impact Statement is required. This represents the most stringent environmental review process.
 - Negative Declaration ("Neg Dec") - Adopting a Neg Dec indicates that the proposed action will not result in any significant adverse environmental impacts, based on the mitigation measures proposed by the applicant.

The Determination of Significance is based on the EAF Part 1 submitted by the Applicant and Part 2 prepared by the Lead Agency, and any supplemental studies found necessary. The Board can require the applicant to address concerns and supplement the EAF as found to be necessary.

The SEQR review process culminates in either the adoption of a Negative Declaration, or in the case of a full EIS, the adoption of a Findings Statement. At this point, the Board is free to consider all other required approvals.

B. Site Plan Approval:

The Board of Trustees and the Applicant must follow the following steps in the site plan approval process:

1. Initial Submission of Site Plan:

At least one week before the next scheduled meeting of the Board of Trustees, the application for site plan approval shall be submitted to the Village Clerk.

The site plan shall be prepared in accordance with the requirements of §167-2C of the Zoning Ordinance and shall be accompanied by a Stormwater Pollution Prevention Plan (SWPPP). A SWPPP is forthcoming.

The Board of Trustees shall immediately refer the application to the Planning Board for its review and report. Additionally, the Board of Trustees shall also refer the site plan application to the Board of Architectural Review. This can be done simultaneously with the referral to the Planning Board, or in the alternative, can be done once the Planning Board has provided its review and report.

2. Planning Board Review:

The Planning Board acts in an advisory capacity to the Board of Trustees regarding the site plan and SEQRA reviews. In this capacity, the Planning Board will review the site plan and associated SEQRA submissions, and report back to the Board of Trustees with a recommendation and any suggested modifications and or revisions to the site plan that it deems appropriate.

3. Board of Architectural Review:

The Board of Architectural Review shall conduct a review and offer a recommendation regarding the suitability of the proposed building design and materials. The purpose of this review is to assure that the proposed building design and materials will be consistent and harmonious with the general character of the surrounding properties and neighborhood. This report shall be submitted to the Board of Trustees within 45 days of the date of the referral.

4. Public Hearing:

Within 60 days of determining that the site plan is complete, the Board of Trustees shall conduct a public hearing. Staff, agencies and consultants will provide technical review comments to the Board of Trustees during this period.

5. Site Plan Approval:

Within 60 days of the close of the public hearing, the Board of Trustees must take action on the site plan (either approve, approve with modifications or disapprove).

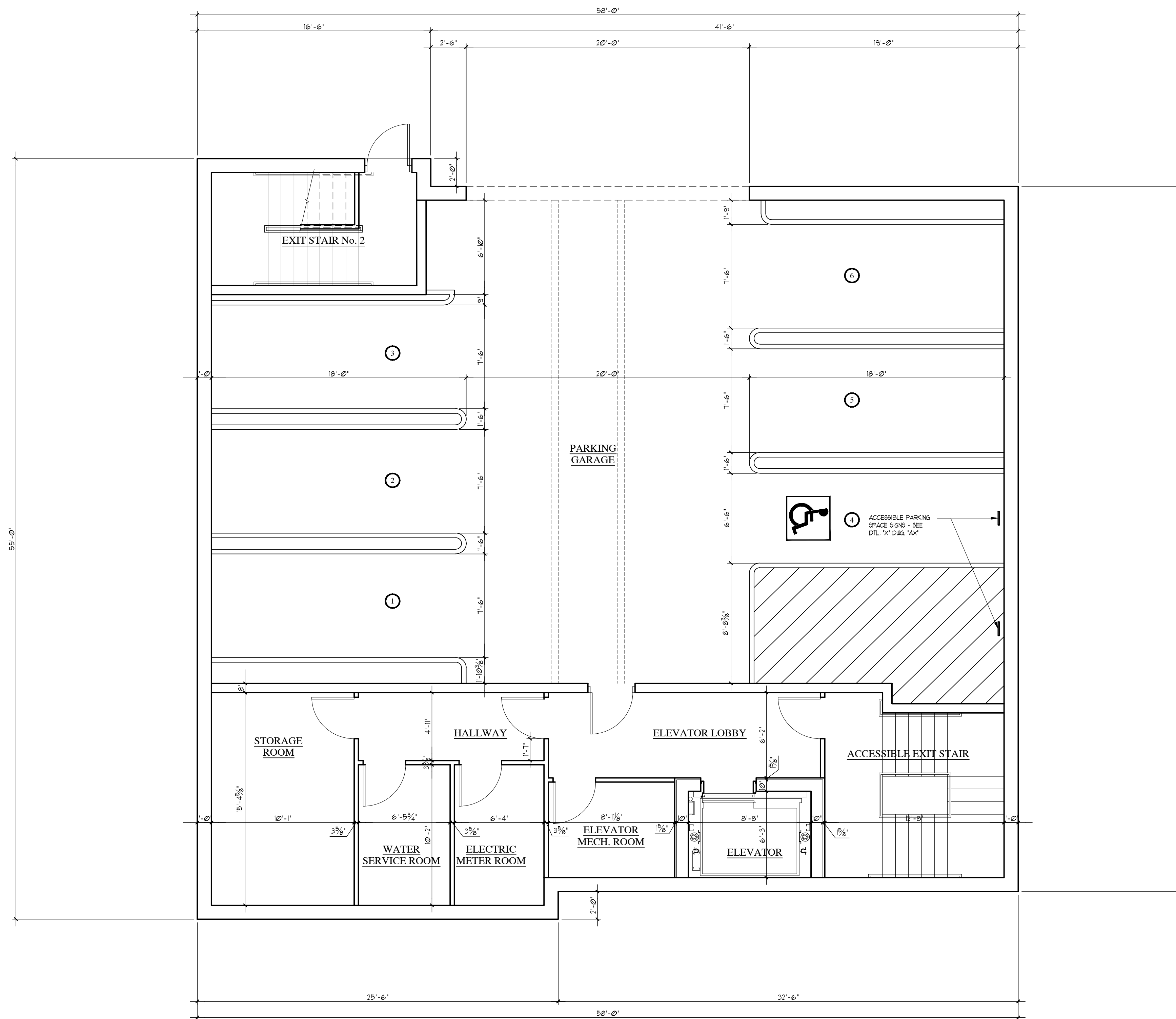
As noted above, the site plan review and SEQR reviews can run concurrently.

C. Floodplain Development Permit:

It appears that a portion of the site is located within the Village's Special Flood Hazard Zone, as defined by FEMA. As such a Flood Development Permit is required. While this permit is issued by the Building Inspector, floodplain development issues may result in environmental impacts, so coordinating this permit early in the process is recommended. If it is determined that improvements are located within the Special Flood Hazard Zone, then the applicant must submit an application to the Building Inspector in accordance with §115-4.3.

Upon receipt of the application, the Building Inspector is authorized to issue the permit, in accordance with the applicable provisions.

Upon further direction from the Village Board this office will continue its review for specific site plan issues and report back accordingly.



GARAGE FLOOR PLAN
SCALE: 1/4" = 1'-0"

DIMENSIONING - NEW CONSTRUCTION NOTES (COMMERCIAL CONST.)	
ALL DIMENSIONS INDICATED ARE ROUGH FRAMING DIMENSIONS - STEEL STUD THICKNESS TO BE 3/8" AND/OR 4" UNLESS NOTED OTHERWISE ON DRAWINGS. WOOD STUD THICKNESS (IF PERMITTED) TO BE 3/4" AND/OR 5/8" UNLESS NOTED OTHERWISE ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINISH TO FINISH DIMENSIONS IN THE FIELD FOR PURPOSES OF FINISHED CABINETRY WORK, APPLIANCE CLEARANCE REQUIREMENTS AND INTERIOR MILLWORK.	
MULTIPLE DWELLING LEGEND	
SYMBOL	DESCRIPTION
	NON-RATED 3/8" OR 4" STEEL STUD PARTITION WITH 1/2" G.U.B. EACH SIDE
	NON-RATED 3/4" OR 4" STEEL STUD BEARING PARTITION WITH 1/2" G.U.B. EACH SIDE
	ONE HOUR RATED 3/8" OR 4" STEEL STUD PARTITION WITH 1/2" PRECODE G.U.B. EACH SIDE
	TWO HOUR RATED GYPSUM STEEL STUD SHAFT WALL (WITH LINER PANELS)
	PARTITION TYPE KEY SEE DRAWINGS FOR PARTITION DETAILS
	ROOM DESIGNATION
	DOOR DESIGNATION
	WINDOW NUMBER
	CEILING MTD EXHAUST FAN DUCTED TO EXTERIOR AND CONTROLLED BY WALL SWITCH
	COMBINATION SMOKE DETECTOR/ALARM AND CARBON MONOXIDE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP
	SMOKE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP
	CARBON MONOXIDE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP

SHEET No.
A1

REV	BY	DATE	DESCRIPTION

REVISIONS

NO.	DATE	DESCRIPTION
1	08-08-20	RELEASED TO SUBMIT TO PLANNING BOARD
2	08-08-20	RELEASED TO SUBMIT TO BOARD

DWGS ISSUED

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, P.C. ANY REPRODUCTION OR USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C. IS PROHIBITED.

THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT AND SHALL NOT BE USED BY ANY OTHER PARTIES FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C.

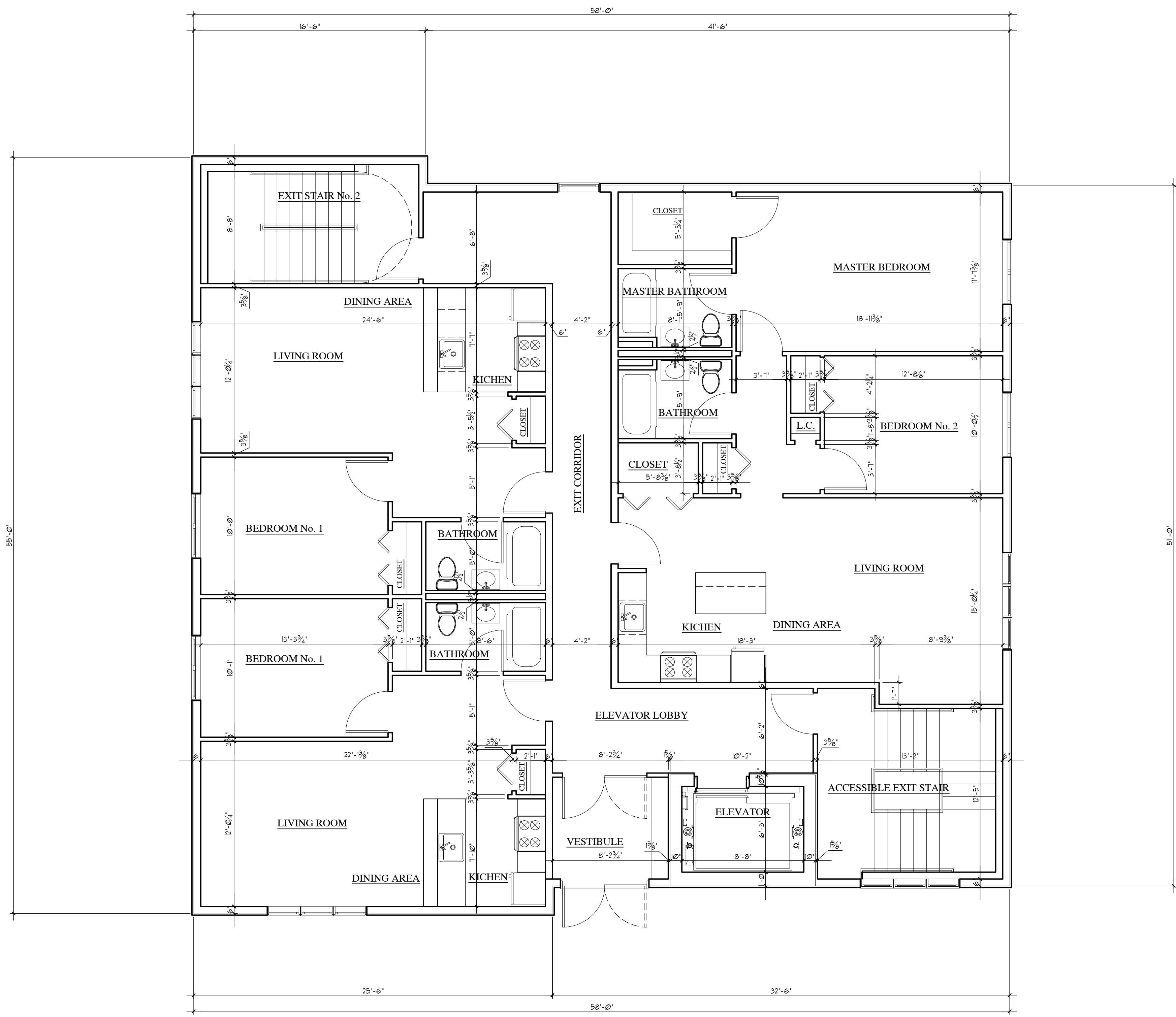
PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD ARDSLEY, NEW YORK

DWG. TITLE:
GARAGE FLOOR PLAN

David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

DRAWN BY: C.R.P.
CHECKED BY:
SCALE: AS NOTED
PROJECT NO.: 200103
START DATE: 01-06-20

Architect's Seal



GROUND FLOOR PLAN
SCALE: 1/4" = 1'-0"

DIMENSIONING - NEW CONSTRUCTION NOTES (COMMERCIAL CONST.)	
ALL DIMENSIONS INDICATED ARE ROUGH FRAMING DIMENSIONS - STEEL STUD THICKNESS TO BE 3/4" AND/OR 6" UNLESS NOTED OTHERWISE ON DRAWINGS. WOOD STUD THICKNESS (IF PERMITTED) TO BE 3/2" AND/OR 5 1/2" UNLESS NOTED OTHERWISE ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINISH TO FINISH DIMENSIONS IN THE FIELD FOR PURPOSES OF FINISHED CABINETRY WORK, APPLIANCE CLEARANCE REQUIREMENTS AND INTERIOR MILLWORK.	
MULTIPLE DWELLING LEGEND	
SYMBOL	DESCRIPTION
	NON-RATED 3/4" OR 6" STEEL STUD PARTITION WITH 1/2" G.U.B. EACH SIDE
	NON-RATED 3/4" OR 6" STEEL STUD BEARING PARTITION WITH 1/2" G.U.B. EACH SIDE
	ONE HOUR RATED 3/4" OR 6" STEEL STUD PARTITION WITH 1/2" PRECODE G.U.B. EACH SIDE
	TWO HOUR RATED GYPSUM STEEL STUD SHAFT WALL (WITH LINER PANELS)
	PARTITION TYPE KEY SEE DRAWINGS FOR PARTITION DETAILS
	ROOM DESIGNATION
	DOOR DESIGNATION
	WINDOW NUMBER
	CEILING MTD. EXHAUST FAN DUCTED TO EXTERIOR AND CONTROLLED BY WALL SWITCH
	COMBINATION SMOKE DETECTOR/ALARM AND CARBON MONOXIDE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP
	SMOKE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP
	CARBON MONOXIDE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP

SHEET No.
A2

REV.	BY	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION
08-05-20		RELEASED TO SUBMIT TO PLANNING BOARD
05-07-20		RELEASED TO SUBMIT TO BOARD

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, P.C. ANY REPRODUCTION OR USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C. IS PROHIBITED. THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT AND SHALL NOT BE USED BY ANY OTHER PARTIES FOR ANY OTHER PROJECT. DAVID A. BARBUTI ARCHITECT, P.C. WRITING CONSULTOR, DAVID A. BARBUTI ARCHITECT, P.C.

PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD LLC
774 SAW MILL RIVER ROAD
ARDSLEY, NEW YORK
DWG. TITLE:
GROUND FLOOR PLAN

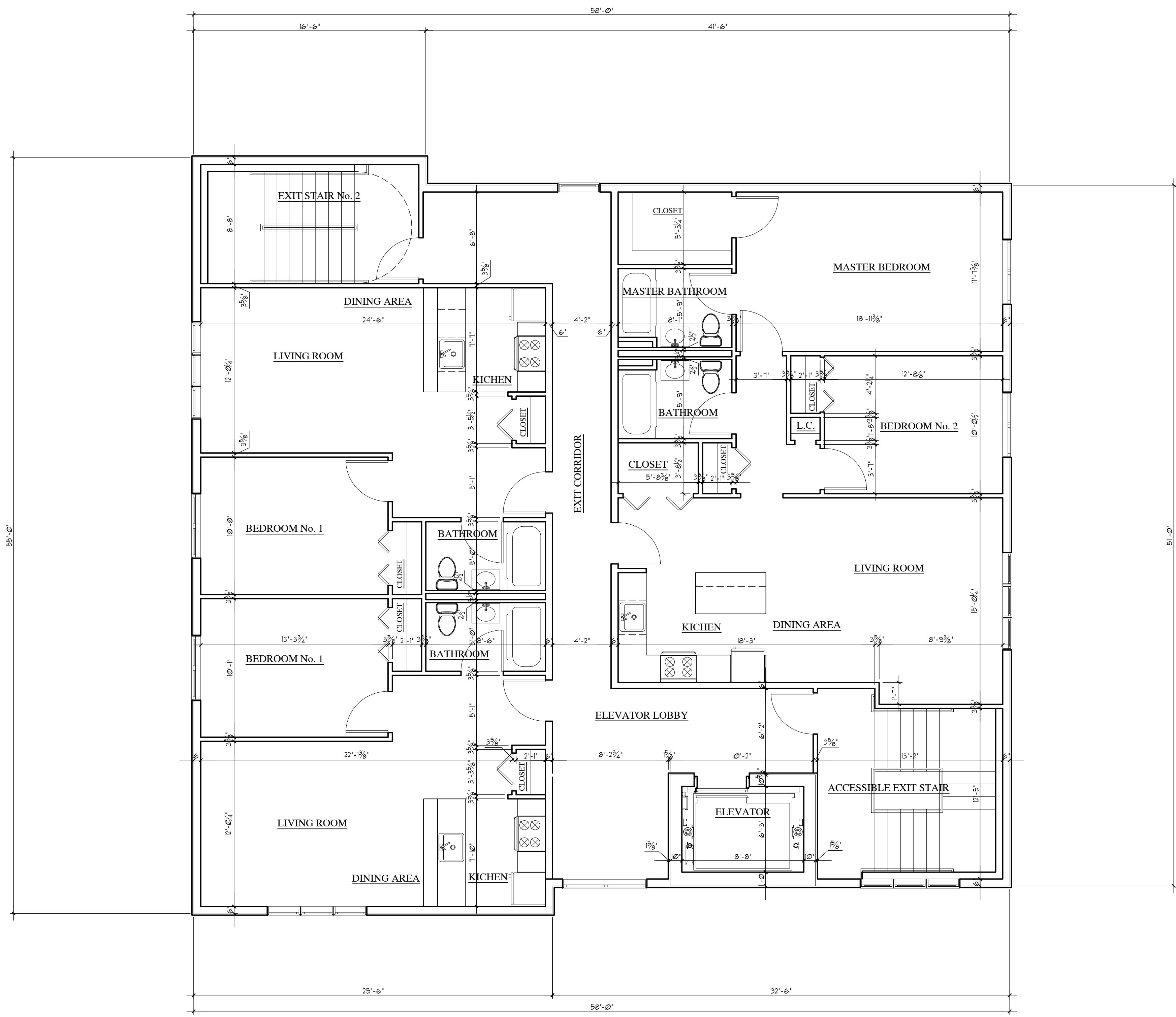
David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

DRAWN BY: C.R.P.
CHECKED BY: [Signature]
SCALE: AS NOTED
PROJECT NO.: 200103
START DATE: 01-06-20

REVISIONS

DWGS ISSUED

GROUND FLOOR PLAN



TYPICAL 2nd AND 3rd FLOOR PLANS
SCALE: 1/4" = 1'-0"

DIMENSIONING - NEW CONSTRUCTION NOTES (COMMERCIAL CONST.)	
ALL DIMENSIONS INDICATED ARE ROUGH FRAMING DIMENSIONS - STEEL STUD THICKNESS TO BE 3/4" AND/OR 4" UNLESS NOTED OTHERWISE ON DRAWINGS. WOOD STUD THICKNESS (IF PERMITTED) TO BE 3/2" AND/OR 5/2" UNLESS NOTED OTHERWISE ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINISH TO FINISH DIMENSIONS IN THE FIELD FOR PURPOSES OF FINISHED CABINETRY WORK, APPLIANCE CLEARANCE REQUIREMENTS AND INTERIOR FILLWORK.	
MULTIPLE DWELLING LEGEND	
SYMBOL	DESCRIPTION
	NON-RATED 3/4" OR 6" STEEL STUD PARTITION WITH 1/2" G.U.B. EACH SIDE
	NON-RATED 3/4" OR 6" STEEL STUD BEARING PARTITION WITH 1/2" G.U.B. EACH SIDE
	ONE HOUR RATED 3/4" OR 6" STEEL STUD PARTITION WITH 1/2" PRECODE G.U.B. EACH SIDE
	TWO HOUR RATED GYPSUM STEEL STUD SHAFT WALL (WITH LINER PANELS)
	PARTITION TYPE KEY SEE DRAWINGS FOR PARTITION DETAILS
	ROOM DESIGNATION
	DOOR DESIGNATION
	WINDOW NUMBER
	CEILING MTD. EXHAUST FAN DUCTED TO EXTERIOR AND CONTROLLED BY WALL SWITCH
	COMBINATION SMOKE DETECTOR/ALARM AND CARBON MONOXIDE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP
	SMOKE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP
	CARBON MONOXIDE DETECTOR/ALARM INTERCONNECTED HARD WIRED WITH AUXILIARY BATTERY BACKUP

PROJECT NAME:
 PROPOSED NEW 9 UNIT
 APARTMENT BUILDING FOR:
 774 SAW MILL RIVER ROAD
 ARDSLEY, NEW YORK
DWG. TITLE:
 TYPICAL 2nd AND 3rd
 FLOOR PLANS

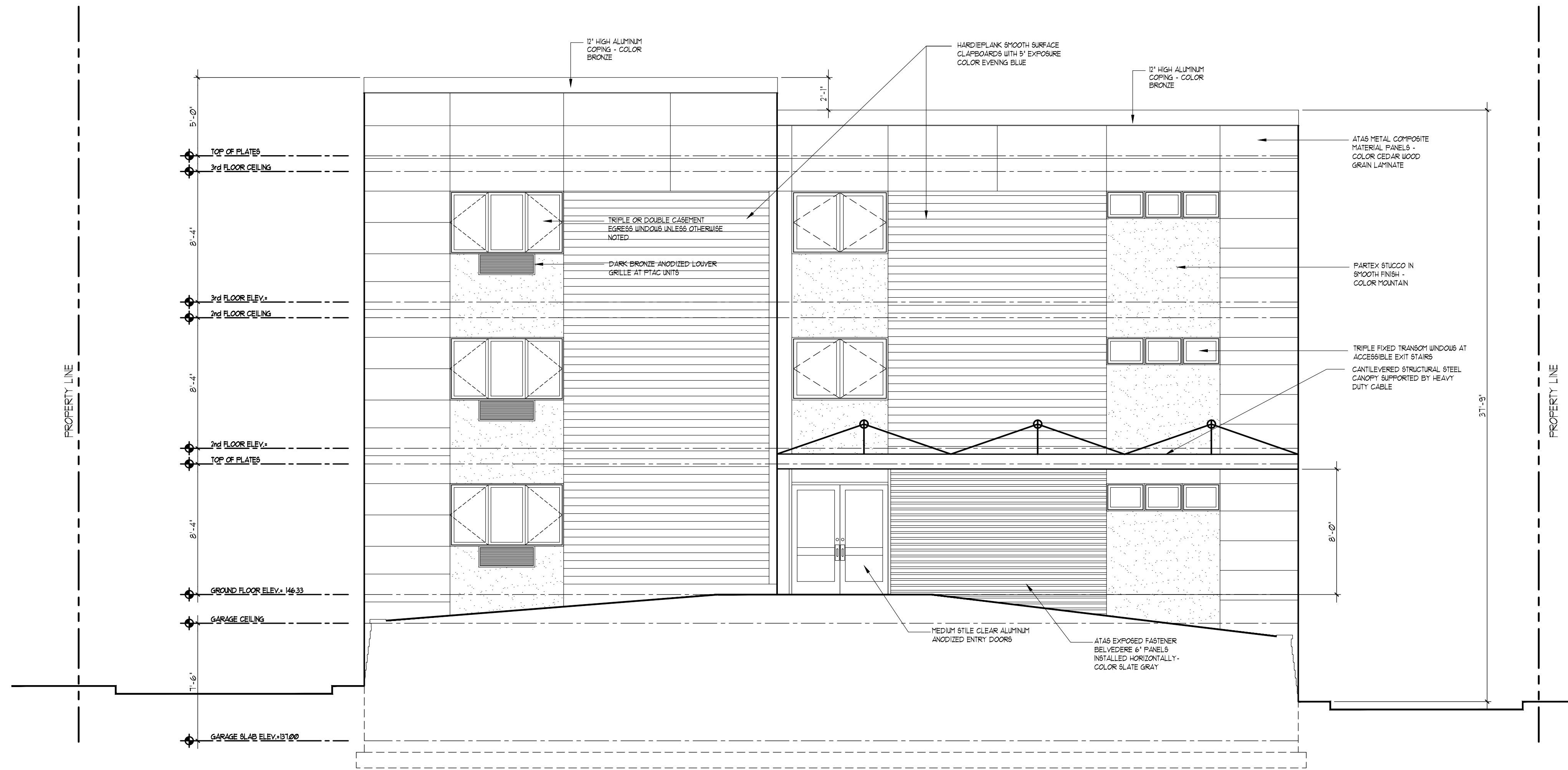
**David A. Barbuti
 Architect, PC**
 150 White Plains Road
 Suite 103
 Tarrytown, NY 10591
 Tel : 914-909-5143
 Fax : 914-909-5144

DRAWN BY: C.R.P.
 CHECKED BY:
 SCALE: AS NOTED
 PROJECT NO.: 200103
 START DATE: 01-06-20

SHEET No.
A3

DWGS ISSUED
 08-09-20 RELEASED TO SUBMIT TO PLANNING BOARD
 05-07-20 RELEASED TO SUBMIT TO BOARD
 REV. DATE DESCRIPTION
 REVISIONS

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, P.C. ANY REPRODUCTION OR USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF DAVID A. BARBUTI ARCHITECT, P.C. IS PROHIBITED.
 THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT AND SHALL NOT BE USED BY ANY OTHER PARTIES FOR ANY OTHER PROJECT.
 WRITTEN BY: DAVID A. BARBUTI ARCHITECT, P.C.



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

SHEET No.
A4

REV	BY	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION

ALL WORKS AND SPECIFICATIONS AS SHOWN SHALL BE CONSIDERED PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, P.C. ANY REPRODUCTION OR USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C. IS PROHIBITED.

THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT AND SHALL NOT BE USED BY ANY OTHER PARTIES FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C.

PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD LLC
774 SAW MILL RIVER ROAD
ARDSLEY, NEW YORK

DWG. TITLE:
FRONT ELEVATION

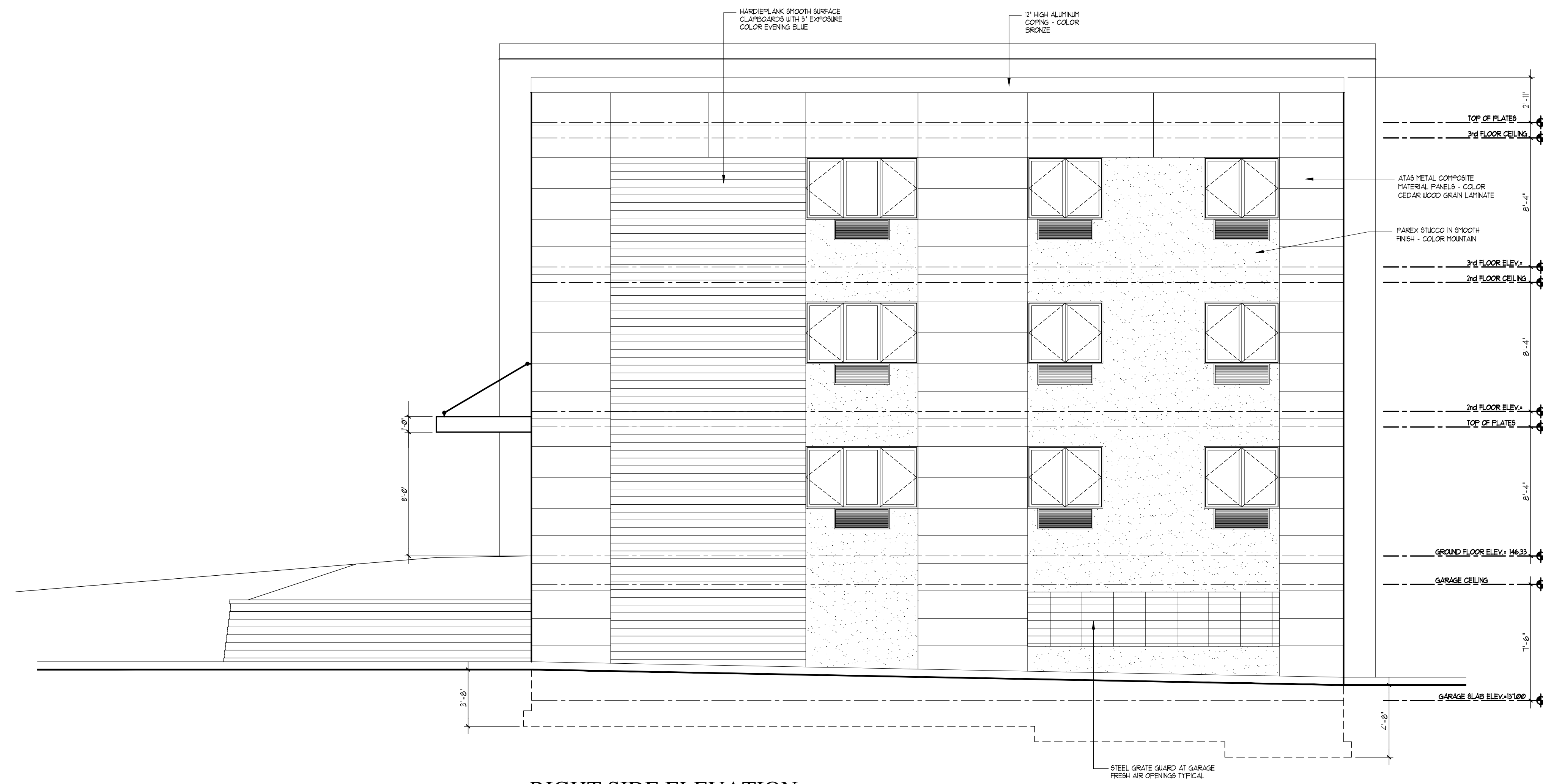
David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

DRAWN BY: C.R.P.
CHECKED BY:
SCALE: AS NOTED
PROJECT NO.: 200103
START DATE: 01-06-20

Architect's Seal

REVISIONS

DWGS ISSUED



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

SHEET No.
A5

REV.	BY	DATE	DESCRIPTION
REVISIONS			

NO.	DATE	DESCRIPTION
08-09-20		RELEASED TO SUBMIT TO PLANNING BOARD
08-09-20		RELEASED TO SUBMIT TO BOARD
DWGS ISSUED		

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, P.C. ANY REPRODUCTION OR USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C. IS PROHIBITED.

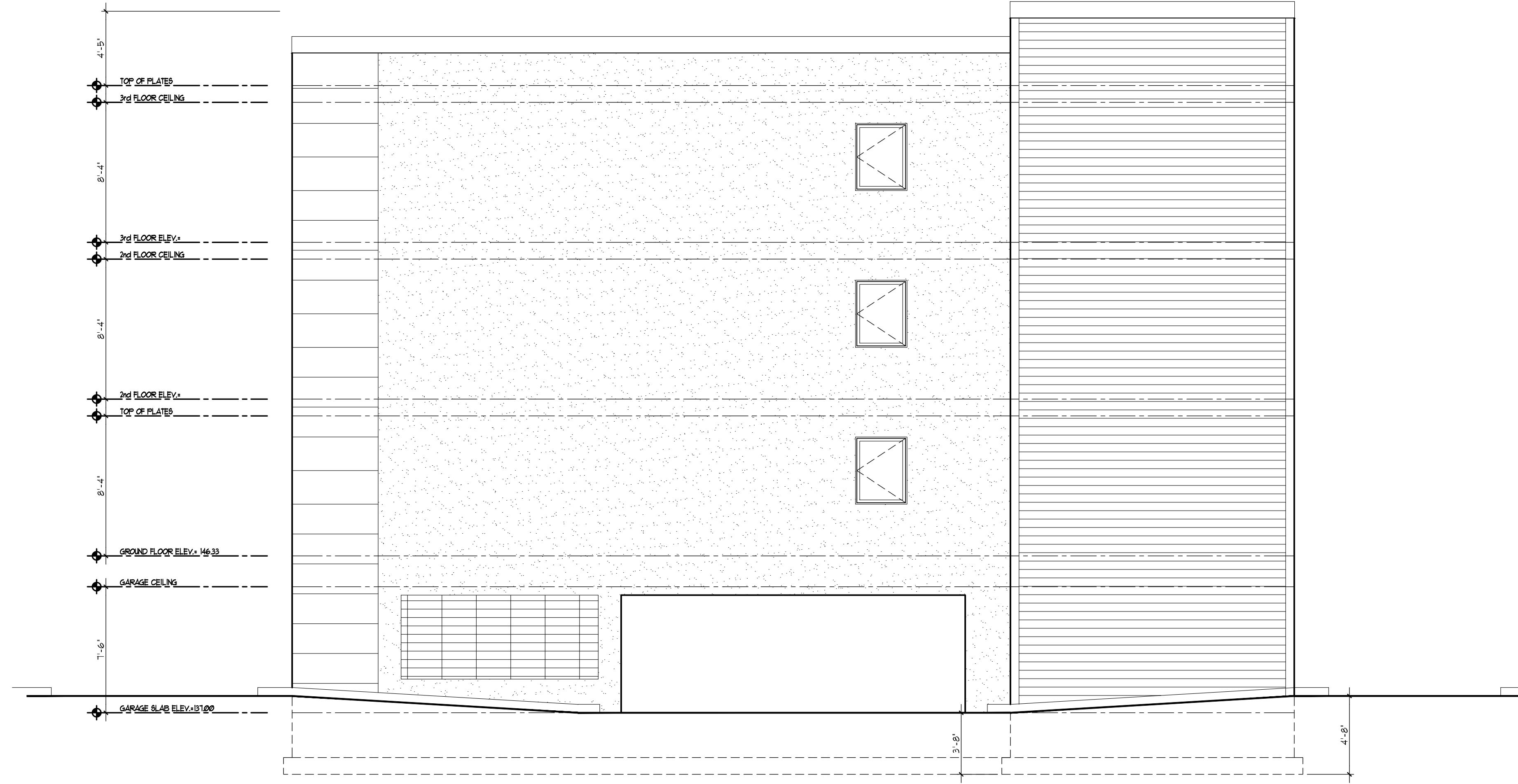
THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT AND SHALL NOT BE USED BY ANY OTHER PARTY FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C.

PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD LLC
774 SAW MILL RIVER ROAD
ARDSLEY, NEW YORK

DWG. TITLE:
RIGHT SIDE ELEVATION

David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

Architect's Seal	DRAWN BY: C.R.P. CHECKED BY:
	SCALE: AS NOTED PROJECT NO.: 200103 START DATE: 01-06-20



REAR ELEVATION

SCALE: 1/4" = 1'-0"

SHEET No.
A6

REV	BY	DATE	DESCRIPTION
REVISIONS			

NO.	DATE	DESCRIPTION
06-09-20		RELEASED TO SUBMIT TO PLANNING BOARD
05-07-20		RELEASED TO SUBMIT TO BOARD
DWGS ISSUED		

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, P.C. AND SHALL NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C.

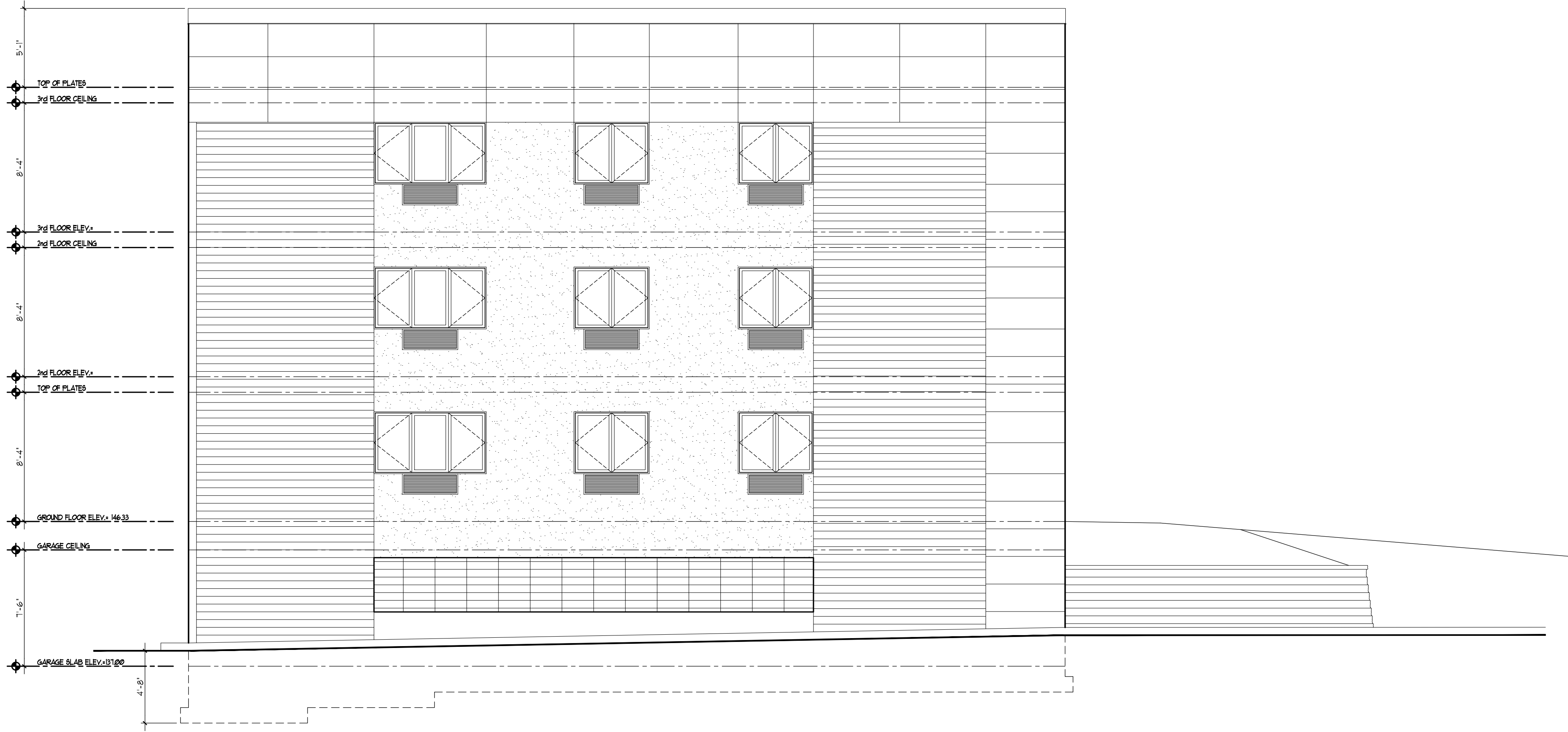
THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN AND SHALL NOT BE USED BY ANY OTHER PARTY FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, P.C.

PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD
ARDSLEY, NEW YORK

DWG. TITLE:
REAR ELEVATION

David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

Architect's Seal	DRAWN BY: C.R.P. CHECKED BY: SCALE: AS NOTED PROJECT NO.: 200103 START DATE: 01-06-20
------------------	---



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

SHEET No.
A7

REV	BY	DATE	DESCRIPTION
REVISIONS			

REV	BY	DATE	DESCRIPTION
06-09-20			RELEASED TO SUBMIT TO PLANNING BOARD
05-07-20			RELEASED TO SUBMIT TO BOARD
DWGS ISSUED			

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, PC. PROFESSIONAL SERVICE ARE AND SHALL REMAIN THE PROPERTY OF DAVID A. BARBUTI ARCHITECT, PC. ANY REPRODUCTION OR USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, PC. IS PROHIBITED.
THIS DOCUMENT IS INTENDED SOLELY FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN AND SHALL NOT BE USED BY ANY OTHER PARTIES FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF DAVID A. BARBUTI ARCHITECT, PC.

PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD LLC
774 SAW MILL RIVER ROAD
ARDSLEY, NEW YORK
DWG. TITLE:
LEFT SIDE ELEVATION

David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

DRAWN BY: C.R.P.
CHECKED BY:
SCALE: AS NOTED
PROJECT NO.: 200103
START DATE: 01-06-20

Architect's Seal

VILLAGE OF ARDSLEY

ZONING WORK SHEET

JOB LOCATION: 774 SAW MILL RIVER RD
SECTION: 6 SUB-SECTION: 50 BLOCK: 18 LOT: 29
OWNER: 774 SAW MILL RIVER RD
ARCHITECT: DAVID A BARBUTI

LOT AREA: REQUIRED: 7,500 SF
EXISTING: 8,017.83 SF
PROPOSED: 8,017.83 SF

STREET FRONTAGE: REQUIRED: N/A
EXISTING: 90.99
PROPOSED: 90.99

FRONT SETBACK: REQUIRED: 20.0
EXISTING: 13.34
PROPOSED: 20.0

SIDE SETBACK: REQUIRED: 15.0
EXISTING: 8.92
PROPOSED: 15.0

SIDE SETBACK: REQUIRED: 15.0
EXISTING: 41.0' +/-
PROPOSED: 15.0'

REAR SETBACK: REQUIRED: 20.0
EXISTING: 21.41
PROPOSED: 20.0

BUILDING STORIES: PERMITTED: 4 STORIES
EXISTING: 3 STORIES
PROPOSED: 4 STORIES

BUILDING HEIGHT: MAXIMUM: 40.0'
EXISTING: 29.0' +/-
PROPOSED: 34.5' +/-
ROOF SLOPE: —

SEQR
Intent to be Lead Agency

This notification is for the purpose of designating a lead agency according to the requirements of Part 617 of New York State Environmental Conservation Law for the following proposed action:

MEMO TO: ALL INVOLVED AGENCIES

FROM: Village of Ardsley Board of Trustees
507 Ashford Avenue
Ardsley, NY 10502

PROJECT TITLE: Site Plan Approval 774 Saw Mill River Road
774 Saw Mill River Road
Ardsley, NY 10502

MAILING DATE: June 22, 2022; Reply date no later than July 25, 2022

Site Plan Approval 774 Saw Mill River Road

The Village of Ardsley Board of Trustees is proposing to review a proposed site plan application for the redevelopment of 774 Saw Mill River Road to a nine unit multi-family building supported by nine at grade parking spaces in the Village of Ardsley. See also attached documentation.

Contact Person: Larry Tomasso, Building Inspector
507 Ashford Avenue
Ardsley, NY 10502
T. 914-693-1550
Email: LTomasso@ardsleyvillage.com





**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN
AGREEMENT BETWEEN WESTCHESTER COUNTY AND THE
VILLAGE OF ARDSLEY REGARDING POLICE ACADEMY
INSTRUCTORS**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement between Westchester County and the Village of Ardsley to assign one or more police officers who are certified police instructors to the Police Academy to provide instruction at the police training facility located in Valhalla, New York; and

BE IT FURTHER RESOLVED, that this agreement shall commence on March 21, 2022 and continue through March 20, 2027.

AGREEMENT made this _____ day of _____, 2022 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601
(hereinafter referred to as the “County”)

and

_____ a municipal corporation of the State of New York having an office at _____, New York _____
(hereinafter referred to as the “Municipality”)

WHEREAS, the County’s police training facility located in Valhalla, New York serves as the New York State Police Training Academy responsible for training officers throughout Zone 3, which includes Westchester and Putnam Counties; and

WHEREAS, under New York State Law a newly appointed police officer of any county, city, town, village or police district (“Police Officer”) must satisfactorily complete an approved municipal police basic training program within 12 months of being hired and may also be required as part of ongoing training to take additional courses as part of their employment requirements, including seminars, conferences, exercises, drills or workshops at the County’s police training facility as well as at any off-site location where such training takes place, (collectively, the “Police Academy”); and

WHEREAS, in order to comply with New York State Law, Police Officers from the County and other municipalities attend the Police Academy; and

WHEREAS, from time to time the Municipality will assign one or more of its police officers who are certified police instructors (“Instructor”), as part of his or her employment duties, to the Police Academy to provide instruction.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

Section 1. The County and the Municipality agree that the County may utilize Instructors provided by the Municipality to teach Police Officers training courses, seminars, conferences, exercises, drills or workshops conducted at the police training facility located in Valhalla, NY as well as any off-site location where such training takes place (collectively, the “Police Academy”). Instructors must submit a lesson plan as well as a copy of any other presentation material to be used in conjunction with the lesson plan, excluding copyrighted material, to the Westchester County Commissioner of Public Safety, or his duly authorized designee (the “Commissioner”). Once approved, the Instructor shall teach in accordance with the approved lesson plan. Under no circumstances shall the Instructor cause any portion of any Police Academy training program to be audio or video recorded without the written consent of the Commissioner. During the period of time the Instructor is teaching at the Police Academy, the Instructor shall be under the control and direction of the Commissioner. Notwithstanding the foregoing, during the time that the Instructor is teaching at the Police Academy, in the event of a conflict because an Instructor is directed to act by both the Commissioner and the Municipality, the Commissioner’s direction shall take priority.

Section 2. The Municipality agrees that the Instructor’s status as an employee of the Municipality shall not be affected by this Agreement during the time that the Instructor is teaching at the Police Academy. The Municipality shall remain responsible for establishing the salary and benefits of the Instructor assigned to the Police Academy and for making all payments due the Instructor. Nothing contained herein shall be intended to create an employer/employee or agency relationship between the County and the Instructor or to confer on the Instructor any rights other than those that accrue to the Instructor as an employee of the Municipality.

Section 3. The Municipality agrees to cooperate with the County in coordinating and organizing the use by the County of the Instructors. In no event will the Municipality charge any indirect cost to the County for the administration or implementation of this Agreement.

Section 4. The County shall defend and indemnify the Municipality in connection with any action or proceeding brought by a party other than the County or the Instructor against

the Municipality, its officers, employees and/or elected officials, based on a claim or cause of action arising out of the Instructor's acts or omissions while acting within the scope of his or her duties as an Instructor at the Police Academy, provided that the Municipality shall (i) give the County prompt written notice of such action or proceeding, by delivering to the Westchester County Attorney ("County Attorney") the original or a copy of any summons, complaint, process, notice, demand, pleading or other communication regarding such claim, within five (5) days after the Municipality receives such document and prior to the entry of any default judgment; (ii) provide the County with a written request from the Municipality for defense and indemnification and (iii) give the County the full cooperation of both the Municipality and the Instructor in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission. The duty to defend and indemnify shall not arise where injury or damage resulted from intentional wrongdoing or recklessness on the part of the Instructor. The County Attorney shall have full and complete discretion and control over the conduct of such defense.

The Municipality may, at any time, seek other representation and make an application for substitution of counsel of its choosing. In such event, the County shall have no further liability or responsibility to provide defense or indemnification for the Municipality pursuant to this Agreement.

If, in any action or proceeding where the Municipality and the County, its officers, employees or elected officials are named as co-defendants, facts shall be disclosed such that the interests of the Municipality and the County shall, in the sole opinion of the County Attorney, be adverse, then the County Attorney shall, upon written notice, decline or withdraw from representation of the Municipality. The written notice shall, to the extent practicable, set forth the reason for such conflict. In the event the County Attorney makes such a determination, then the County shall seek other representation, and make an application for substitution of counsel of the County's choosing, to defend the Municipality under this Agreement.

In no event shall the County's obligation to provide defense and indemnification pursuant to this paragraph be construed to include claims arising outside the scope of the Instructor's

teaching services or in connection with the Instructor's travel to and from the Police Academy to carry out such teaching services.

In no event shall the County have any obligation to the Municipality or its Instructor for any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c. Additionally, if an Instructor is injured during the time he or she is teaching at the Police Academy, it is understood that the Instructor, as an employee of the Municipality, would apply for coverage under the Municipality's workers compensation policy.

Section 5. Except as set forth in Section 4 above, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality 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 Municipality or third parties under the direction or control of the Municipality; 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; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 6. This Agreement shall commence on March 21, 2022 and continue in full force and effect through March 20, 2027.

Section 7. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. 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 sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County:

Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

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

To the Municipality:

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement shall not be enforceable until it has been approved by the Westchester County Board of Legislators and the Westchester County Board of Acquisition and Contract and the governing body of the Municipality and has been signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Commissioner-Sheriff of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No _____ on the _____ day of _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester

CARPDPS/Police Instr IMA2022 CON125803

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 _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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 _____, 20___, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,

(Title)

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.

(Title)

Notary Public County

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE
MEMORANDUM OF UNDERSTANDING WITH
SUSTAINABLE WESTCHESTER, INC. FOR PARTICIPATION IN THE SHORT-
TERM WESTCHESTER POWER CONTRACT FOR COMMUNITIES IN THE
CON EDISON SERVICE TERRITORY**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a Memorandum of Understanding, as well as any and all related documentation regarding participation in the short-term Westchester Power contract for communities in the Con Edison Service Territory that will be managed by Sustainable Westchester located at 40 Green Street, Mount Kisco, NY 10549; and

BE IT FURTHER RESOLVED, the term of this understanding shall expire on the earlier of June 30, 2022 or the date on which the 2022 ESA (Electric Service Agreement) is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier.

Electric Service Agreement

Exhibit 1 to accompany the Memorandum of Understanding
on Community Choice Aggregation
between local government members of Sustainable Westchester, [SUPPLIER], and Sustainable
Westchester

[remainder of this page is left intentionally blank]

Contents

RECITALS	3
ELECTRIC SERVICE AGREEMENT	5
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 RIGHTS GRANTED	10
ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT	12
ARTICLE 4 TERM OF CONTRACT AND TERMINATION	14
ARTICLE 5 CONTINUING COVENANTS	16
ARTICLE 6 ROLE OF THE MUNICIPALITY	20
ARTICLE 7 ROLE OF PROGRAM MANAGER	20
ARTICLE 8 PRICES AND SERVICES; BILLING	22
ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS	24
ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS	24
ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT	25
ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION	25
ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM	26
ARTICLE 14 INDEMNIFICATION	27
ARTICLE 15 REPRESENTATIONS AND WARRANTIES	28
ARTICLE 16 INSURANCE	29
ARTICLE 17 REGULATORY EVENT/NEW TAXES	30
ARTICLE 18 MISCELLANEOUS	30
ARTICLE 19 REMEDIES	34
EXHIBIT A – PART 1 PRICES AND TERMS – STANDARD PRODUCT	37
EXHIBIT A – PART 2 PRICES AND TERMS – 100% RENEWABLE CLEAN POWER PRODUCT	39
EXHIBIT A – PART 3 PRICES AND TERMS – STANDARD PRODUCT PLUS GREEN-E RECS	41
EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY	43
EXHIBIT C - PAYMENT	44
EXHIBIT D - DATA REQUIREMENTS	45
EXHIBIT E - OPTION TO SUPPLY POWER	47

RECITALS

WHEREAS, Sustainable Westchester, Inc. sought approval of a demonstration community choice energy aggregation (“Community Choice”) program in Westchester County in 2014, which would allow local governments to participate in a Sustainable Westchester program to procure energy supply from an Energy Services Company for the residents of the municipalities;

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first Community Choice pilot program in New York State;

WHEREAS, the PSC subsequently issued the order “Authorizing Framework for Community Choice Aggregation Opt-out Program” on April 21, 2016 (the “CCA Framework Order”) enabling Community Choice throughout New York State;

WHEREAS, the Westchester Community Choice Aggregation program (also known as Westchester Power) is intended to include residential and small non-residential customers, and to permit the aggregation of electric purchases by the communities which elect to participate;

WHEREAS, the City/Town/Village of _____ (“Municipality”) has adopted a Local Law to participate in the Sustainable Westchester Community Choice Program (“Program”) to aggregate customers located within the Municipality and to negotiate competitive rates for the supply of electricity for such customers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, Sustainable Westchester, Inc. has been authorized by the Municipality to act as Program Manager for a Community Choice Program, pursuant to Local Law and Memorandum of Understanding 202, issue a request for proposals (“RFP”) to suppliers to provide energy to Participating Customers, and to award supply contracts;

WHEREAS, the Program executed the first electric service contracts in 2016 (the “2016 ESA”) with seventeen municipalities in the Con Edison utility territory, and signed a subsequent round of contracts in 2019 and 2021 (the “2021 ESA”) increasing participation to twenty-four participating municipalities as of June 2022, and the latter round of contracts expire on June 30, 2022;

WHEREAS, [SUPPLIER], an entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) (the “Competitive Supplier”), desires to provide Full-Requirements Power Supply to customers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and this Electric Service Agreement (“ESA”);

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Default Service for customers within the Municipality;

WHEREAS, Competitive Supplier is willing to provide two distinct electric supply products and two corresponding pricing levels, (1) a Standard Product and price, and (2) a 100% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs and price as set out in Exhibit A herein;

WHEREAS, Municipality has chosen the [Standard Product / 100% Renewable Clean Power Product] as the Default Product for Participating Customers;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Manager;

WHEREAS, Municipality prefers for Competitive Supplier to collect and remit the fees due the Program Manager;

WHEREAS, the local governments that participate in the Sustainable Westchester Community Choice Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ELECTRIC SERVICE AGREEMENT

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 Associated Entities – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.1 Bankruptcy - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.2 CCA Orders – Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.

- 1.3 100% Renewable Clean Power Product - Firm Full-Requirements Power Supply matched with New York Voluntary Clean Power RECs (hydropower, solar energy or wind energy) as defined in, and subject to the Attribute delivery rules set forth in, the New York Generation Tracking System (“NYGATS”) Operating Rules, supporting the Public Service Commission’s Environmental Disclosure Program, as further described and defined in Exhibit A—Part 2.
- 1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party’s obligations under this ESA.
- 1.5 Community Choice – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Customers within the Municipality.
- 1.6 Competitive Supplier or Energy Services Company (“ESCO”)– An entity duly authorized to conduct business in the State of New York as an ESCO.
- 1.7 Consolidated Billing - A billing option that provides Participating Customers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.
- 1.8 Default Product – The product selected by the Municipality for supply to its Participating Customers, unless they take action to select a different product or opt out.
- 1.9 Default Service – Supply service provided by the Distribution Utility to customers who are not currently receiving service from a Competitive Supplier.
- 1.10 Delivery Term - The period for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.
- 1.11 Distribution Utility - Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Municipality.
- 1.12 Electronic Data Interchange (“EDI”) - The exchange of business data in a standardized format between business computer systems.
- 1.13 Effective Date - The date upon which this ESA has been executed by the Parties (to be determined by the later date, if the Parties execute on different dates).
- 1.14 Eligible Customers – Customers of electricity eligible to participate in the CCA Program, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order. For

the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of this ESA.

1.15 ESA - This Electric Service Agreement.

1.16 Environmental Disclosure Label – The fuel mix purchased by an ESCO and the related emissions of those fuels compared to a statewide average, which is required to be reported under the DPS’s Environmental Disclosure Program.

1.17 Federal Energy Regulatory Commission (“FERC”) - The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.18 Firm Full-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during the contract term to Participating Customers at the Point of Sale.

1.19 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.20 General Communications - The type of communications described and defined in Article 5.7 herein.

1.21 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.22 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

- 1.23 kWh, kW - Kilowatt-hour and kilowatt, respectively.
- 1.24 Local Law – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Sustainable Westchester Community Choice Program.
- 1.25 Memorandum of Understanding 2022-06 – Binding agreement between Municipality and Program Manager authorizing Sustainable Westchester to administer the Program.
- 1.26 Newly Opt-Out Eligible Customers – Residential and small commercial customers of electricity that become Opt-out Eligible Customers after the Effective Date, including those that move into Municipality and those who complete or terminate other 3rd party supply contracts and have returned to Default Service, provided these customers have not previously opted out of the Program.
- 1.27 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Customers.
- 1.28 Nominal Start Date – [Date], which is the date immediately preceding the Service Commencement Date.
- 1.29 NYISO - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.
- 1.30 Opt-out Eligible Customers - Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted-out of the Program.
- 1.31 Participating Customers - Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.
- 1.32 Parties - The Municipality, the Program Manager, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.
- 1.33 Point of Delivery - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility.
- 1.34 Point of Sale - The electric meter for each Participating Customer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.35 Program - Sustainable Westchester Community Choice Aggregation Program.

1.36 Program Manager – Sustainable Westchester, Inc., a non-profit organization comprised of multiple municipalities in Westchester County of which the Municipality is a member, authorized by PSC to put out for bid the total amount of electricity being purchased by Participating Customers. Program Manager is responsible for Program organization, administration, procurement, and communications, unless otherwise specified.

1.37 PSC or DPS - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.38 Qualifying Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation. To meet the threshold of being a Qualifying Regulatory Event, the impact of the event must impact the majority of customers in the same rate class, but not including a Regulatory Event that applies uniquely to Competitive Supplier. Notwithstanding anything to the contrary in this ESA or the RFP, any changes to the Purchase of Receivables (POR) approved by the PSC shall be deemed a Qualifying Regulatory Event hereunder.

1.39 Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.40 Retail Price - As set forth in Exhibit A.

1.41 Service Commencement Date - The date of the first meter read date for Participating Customers after the Nominal Start Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.42 Standard Product - Firm Full-Requirements Power Supply consisting of the standard generation mix, meeting the minimum Clean Energy Standard for electric power established by New York State.

1.43 Term - As defined in Article 4.1.

1.44 Uniform Business Practices – Regulations governing the business practices of utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343).

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Customers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Customers enrolled in the plan or plans managed by the Program Manager, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Customers who opt-out of the Program and remain on, or return to, Default Service, until changes in law, regulation or policy may allow otherwise.

In accordance with Article 3 below, all Opt-out Eligible Customers shall be automatically enrolled in the Program unless they choose to opt-out or have previously opted out of the Program. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Customers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Customers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Customers as is reasonably available from the Distribution Utility. The Distribution Utility Fees for the provision of this data shall be paid for by the Supplier. Competitive Supplier shall request consumption data for individual Participating Customers from the Distribution Utility via EDI. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Manager, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Customers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Participating Customers and/or the PSC, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

2.2 NO THIRD PARTY BENEFICIARIES

Except as specifically provided in Section 18.11, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the CCA Orders and Local Law for Eligible Customers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Manager in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Customers interested in contracting for electric supply and on behalf of all Participating Customers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents that the Local Law has been duly adopted.

Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- b) execute any appropriate NYISO applications and agreements;
- c) obtain authorization from the FERC to sell power at market-based rates;
- d) complete EDI testing with Distribution Utility;
- e) provide all other documentation required by the Distribution Utility; and
- f) satisfying all insurance requirements set forth in Article 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements fourteen days prior to the Nominal Start Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data without the prior written consent of the Municipality is strictly prohibited. Competitive Supplier may share such Eligible Customer data with third-party vendors as reasonably necessary to

accommodate Competitive Supplier's provision of Firm Full-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables or enhancement of data exchange between the Parties), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed non-disclosure agreement, a copy of which will be provided to the Municipality. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Customer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Customer data from access by, or beneficial use for, any third-party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Customer data, Competitive Supplier and its Associated Entities shall treat such Eligible Customer data as confidential information. Competitive Supplier may use Eligible Customer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CUSTOMER CHOICE

The Parties acknowledge and agree that all Participating Customers have the right, pursuant to CCA Orders, Local Law, and the Program, to change their source or product of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not interfere with the right of Participating Customers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Customers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEWLY OPT-OUT ELIGIBLE CUSTOMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a Newly Opt-out Eligible Customer and has provided to Competitive Supplier such Newly Opt-out Eligible Customer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such Newly Opt-out Eligible Customer (i) of the date on which such Newly Opt-out Eligible Customer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such Newly Opt-out Eligible Customer as of the same date, subject to the opt-out provisions of the PSC Orders, Local Law, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be

mailed to each such Newly Opt-out Eligible Customer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A; (iii) state how such Newly Opt-out Eligible Customer may opt-out of the Program prior to enrollment and remain on Default Service from the Distribution Utility; and (iv) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Customers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.3 CUSTOMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Manager may conduct customer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Customers –All Opt-out Eligible Customers as of the Effective Date will be enrolled in the Program, thus becoming Participating Customers, under the terms of this ESA unless they opt-out during the 30-day period specified in the PSC Orders. Participating Customers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Manager who has agreed in writing to a non-disclosure agreement, a copy of which will be provided to the Municipality, a list of Participating Customers as of the Effective Date, as well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.4.2 Newly Opt-out Eligible Customers - If Newly Opt-out Eligible Customers elect not to opt-out of the Program as provided in Article 3.2, such Newly Opt-out Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. These Newly Opt-out Eligible Customers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program at a price as defined in Exhibit A. For the avoidance of doubt, Participating Customers that have opted into the Program shall also be enrolled in the Program at a price as defined in Exhibit A. Competitive Supplier shall enroll such Newly Opt-out Eligible Customers and opt-in customers in accordance with applicable PSC and Distribution Utility rules. The Parties agree and acknowledge that on or about the customer meter read dates each [DATE] and [DATE] during the term of this ESA, Competitive Supplier shall perform a refresh or new customer sweep to create a list of Newly Opt-Out Eligible Customers. As a result of any such refresh or sweep performed, Newly Opt-Out Eligible Customers will be automatically enrolled in the Program unless a customer opts out of the Program; provided, however, that no refresh,

sweep or enrollment of such Newly Opt-Out Eligible Customers that are part of any refresh or sweep shall occur less than four (4) months prior to the End Date or in the event of termination of this ESA. Competitive Supplier may perform a refresh and enroll Newly Opt-out Eligible Customers outside of the October and March periods if mutually agreed to by all the Parties hereunder.

3.4.3 Eligible Customers Who Have Previously Opted Out - At any time during this ESA, Eligible Customers who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Customers at a price as set forth in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Customers Served by Third-Parties - Customers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Customers under this ESA until such program terminates or is otherwise completed. Competitive Supplier agrees that customers under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Customers. Competitive Supplier further agrees that customers being served under other competitive supply programs that terminate or are otherwise completed become Newly Opt-out Eligible Customers and may be automatically enrolled as Participating Customers under the CCA Orders in accordance with Section 3.2 above. Eligible Customers who opt-in as provided in this Article 3.4.4 or who enroll following the termination or completion of another competitive supply program offered by a third party shall be enrolled in the Program at the rates reflected in Exhibit A.

3.4.5 Termination Fees. There shall be no termination fees for any residential, small commercial, or municipal Participating Customers to disenroll from the Program.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date; provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as delineated in Exhibit A, unless this ESA is terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2(f), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if PSC exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Customers; or
- d) by the Municipality, if a court, PSC or other lawful authority adjudicates contrary to Article 6; or
- e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination of this ESA, Competitive Supplier shall have all Participating Customers switched back to obtaining supply from the Distribution Utility by submitting drop requests of all Participating Customers via EDI to the Distribution Utility in a form acceptable to the Distribution Utility. Competitive Supplier shall provide written notice to Program Manager at

least sixty (60) days prior to submitting any such Participating Customer drop requests in accordance with Section 4.3, which notice shall include the timing of submission of such requests to the Distribution Utility, that Competitive Supplier intends to be executed before or in anticipation of the termination of this ESA; provided, however, that Competitive Supplier's notice obligation shall not apply to any Participating Customer drop that is initiated by a Participating Customer.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Customers; and that, at all times with respect to Participating Customers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Customers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Municipality will post program-related information on the

Municipality's website which will be available to Participating Customers for general information, comparative pricing, product, and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Customer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Customers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Customers, or to comply with any regulation of PSC regarding customer service.

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Customers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Customers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Customers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Customers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Customers (notwithstanding whether such disconnection is directed by NYISO).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Customers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential and small commercial as defined by the Distribution Utility) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable provision of law. To the extent required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Customer for

failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Customer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to Competitive Supplier's Standard Credit Policy, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Eligible or Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual customer), provide a copy of such General Communication to the Municipality and to Program Manager for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Manager. The Municipality or Program Manager shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality and Program Manager fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Customers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA or Customer Agreement, including but not limited to any notice of Force Majeure or Change in Law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier shall, at its expense, print and mail one letter or postcard per year to all active Participating Customers, the design of which shall be determined by the Municipality or Program Manager.

In addition, Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Manager to include no less than three (3) inserts per year into such communications, provided that the Program Manager or Municipality, where appropriate pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated. Competitive Supplier shall notify Program Manager at least two (2) weeks before a direct communication to Participating Customers is to be mailed. Program Manager shall provide Program General Communications insert file within seven (7) calendar days of receiving such notice.

Competitive Supplier agrees to allow and facilitate the Program Manager to utilize the supplier messages area of the bill for Program communications; provided, however, Program Manager shall provide a written request to Competitive Supplier of not less than fourteen (14) days, which requests details the message to be included on the bill, and any such message shall be subject to Competitive Supplier's approval, such approval not to be unreasonably withheld.

5.8 PARTICIPATING CUSTOMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Manager, provide aggregate consumption information as the Municipality or Program Manager may request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide Participating Customer lists in an electronic format, secure transfer mode, frequency and format as set out in Exhibit D, subject to non-disclosure agreement for customers who have not requested that their personal information be denied to Program Manager or to Municipality.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain

such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under the PSC Orders and Local Law and may include negotiating the terms and conditions under which Firm Full-Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full-Requirements Power Supply to Participating Customers. The Parties agree that, with regards to electricity, Municipality is not a "public utility company" or providing any "public utility service" within the meaning of GML 360 and Article 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of 4.2 a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to the PSC Orders and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Customer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of Firm Full-Requirements Power Supply.

Municipality may conduct outreach to the community in addition to the initial program notification letter, which will be delivered at the Competitive Supplier's expense, with a Business Reply Mail insert to allow Eligible Customer to opt out without postage expense. Municipality will report on their endeavors to Program Manager to inform residents on the Program and "non-demand charge" commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

ARTICLE 7 ROLE OF PROGRAM MANAGER

7.1 PROGRAM MANAGER DUTIES

Sustainable Westchester Inc, as Program Manager, agrees to:

- a. Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- b. Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, provide to the Program Manager in furtherance of establishing the Program;

- c. Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the PSC Orders, including but not limited to the following:

Agreeing to protect that information consistent with the discussion in the body of this Order, and shall submit their agreement to Department of Public Service Staff at the time the letter certifying authorization discussed in the body of this Order is submitted.

In addition, Program Manager will file any Requests for Proposals, or Requests for Information, and similar documents, as well as any contracts entered into for energy supply, at the time they are issued.

- d. Sign the ESA in a timely fashion including the conditions that the Competitive Supplier is verified to be a qualified electricity supplier by the NYISO in the Distribution Utility's service territory and the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed compliant with the terms and conditions set forth in the ESA;
- e. Provide the Municipality with timely communications content to implement customer notification requirements for approval, not to be unreasonably withheld, given the projected schedule of Program's implementation;
- f. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities; and
- g. Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM MANAGER FEE

Competitive Supplier shall pay Program Manager \$0.001 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Program Manager Fee" or "Fee"). The Parties agree that Competitive Supplier will remit the Program Manager Fee to the Program Manager, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Sustainable Westchester, Inc. for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

7.3 PAYMENT OF FEE

Payment to Program Manager will be made monthly by Automated Clearing House ("ACH") (an electronic network for financial transactions) to the account set forth in Exhibit C hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers. The Program Manager Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide explanation of the error in sufficient detail.

Program Manager shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact, financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Manager is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Manager in connection with this ESA shall be borne wholly and completely by Program Manager. Program Manager shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Manager or any employees or agents of Program Manager.

7.5 AUCTION SERVICE FEE

Competitive Supplier shall pay the auction service company, Transparent Energy (“Auction Service Company”), \$0.00015 for each kWh delivered, invoiced and paid for by Participating Customers during the Term (“Auction Service Fee”). The Parties agree that Competitive Supplier will remit the Auction Service Fee to the Program Manager for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

Payment to the Auction Service Company shall be made monthly by ACH to the account indicated by the Auction Service Company, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers. The Auction Service Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month prior. For example, for full payments received from Participating Customers in January the Auction Service Fee associated with those payments will be paid by the end of March. If Competitive Supplier has paid a past Auction Service Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due to the Auction Service Company and provide a sufficiently detailed explanation of the error.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Customers under the Program. Competitive Supplier, except as

explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Customers, regardless of their location or energy needs provided such Participating Customers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Distribution Utility will be responsible for any metering which may be required to bill Participating Customers in accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers.

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Customers at the Point of Sale. In accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Customer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Customers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Customers on Default Service. If actual meter date is unavailable, the Competitive Supplier may cause the Distribution Utility to bill based on its good faith estimates of usage. Any overcharge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Customers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier

shall be included on the Participating Customer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Customers' bills. Participating Customers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Customers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the PSC Orders and any regulations, orders or policies adopted pursuant thereto.

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its Associated Entities agree to comply with any code of conduct or policies the PSC may adopt in accordance with the PSC Orders and to all related Orders of Case 14-M-0564 and 14-M-0224 to which the Program Manager is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, at least fourteen days prior to the Nominal Start Date, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Customers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. If the Participating Customer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any customer complaints received from a Participating Customer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written

description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Customer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with the following monthly reports as shown on Exhibit B attached hereto within 30 days of the end of the month:

1. kWh and counts disaggregated by municipality, utility zone, customer type, rate class, product
2. Add-Drop report with count of transactions for drop categories Moved, Changed Supplier, Opt-out, Other, and add categories of Opt-in and Newly Eligible.

All reports provided under this 12.1 shall be provided in electronic format.

12.1.2 Customer-Related Data

On and after the Effective Date, Competitive Supplier will maintain customer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality's

satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide corrections to such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Labels in the State of New York, including, once finalized by the PSC and/or the New York State Energy Research and Development Authority and available to Competitive Supplier, the creation of separate labels to reflect renewable CCA products within the Competitive Supplier's portfolio, as well as individual municipal renewable purchases within the CCA program.

Unless the Environmental Disclosure Label requirement is waived by PSC, within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current Environmental Disclosure Label required by the PSC of all Competitive Suppliers to be disclosed to their Participating Customers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Customers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Manager ("Indemnified Parties") and the Indemnified Parties' elected officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Manager seeks indemnification pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with the ESA's terms, subject to applicable law, and the Competitive Supplier can and will perform its obligations hereunder to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity.
- b) Subject to the conditions set forth in Article 2.4:
 - i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
 - ii) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
 - iii) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
 - iv) no bankruptcy is pending against it or to its knowledge threatened against it;

- v) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- vi) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law, and Municipality will perform its obligations hereunder in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- b) The execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) No bankruptcy is pending or threatened against the Municipality;

15.3 BY THE PROGRAM MANAGER

As a material inducement to entering into this ESA, the Program Manager hereby represents and warrants to Competitive Supplier and Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of Program Manager enforceable in accordance with its terms, subject to applicable law;
- b) The execution, delivery and performance of this ESA are within Program Manager's powers, have been or will be duly authorized by all necessary action;
- c) Program Manager has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) No Bankruptcy is pending or threatened against Program Manager.

ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Nominal Start Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before fourteen days prior to the Nominal Start Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Nominal Start Date under this ESA. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker's compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects Competitive Supplier and Program Manager and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.2 QUALIFYING REGULATORY EVENT

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects

Competitive Supplier and Competitive Supplier incurs excess costs as a result thereof, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.3 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Customers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Manager shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier or Program Manager in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Manager may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Manager and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Customers or other Eligible Customers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Customer that relies upon Competitive Supplier’s unique knowledge of, or access to, Participating Customers gained as a result of this ESA. For the purposes of this provision, “direct marketing” shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Participating Customer. Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such “direct marketing.”

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

If to Municipality:

and if to Program Manager:

Executive Director
Sustainable Westchester Inc
40 Green Street
Mount Kisco, NY 10549

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Program Manager changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all Participating Customer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98-M-0667.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

18.12 ADVERTISING LIMITATIONS

Competitive Supplier and Municipality agree not to use, whether directly or through any of its Associated Entities, the name of the other Party, or make any reference to the other Party in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the other Party expressly agrees to such usage. Any proposed use of the name of a Party must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 PRESS RELEASES

The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with

respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.14 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.15 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

ARTICLE 19 REMEDIES

19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and Article 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.2 LIMITATIONS

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party’s rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages described in the preceding sentence or other such losses claimed by third- parties.

19.3 DISCLAIMER

COMPETITIVE SUPPLIER MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

//Signatures Follow//

IN WITNESS WHEREOF, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

PROGRAM MANAGER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

EXHIBIT A – PART 1 PRICES AND TERMS – STANDARD PRODUCT

Firm Full-Requirements Price by Rate Classification for all Participating Customers located in Con Edison territory commencing service on the first customer meter-read date after [DATE].

Municipality understands that for any supply to Participating Customers the Fixed Price **includes** NY Public Policy Transmission Costs and NY Tier 2 REC Program Costs based on the estimates of such costs for calendar year 2022 that were obtainable by Competitive Supplier and Competitive Supplier will pass through to Participating Customers any future changes, (upward or downward) to such NY Public Policy Transmission Project Costs or NY Tier 2 REC Program Costs, based on changes in such costs during the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year.

“**NY Public Policy Transmission Project Costs**” means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“**NY Tier 2 REC Program Costs**” means any costs related to the purchase of Tier 2 eligible renewable energy certificates (“**Tier 2 REC’s**”) associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the “Order Adopting Modifications to the Clean Energy Standard” in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this ESA).

The Parties agree and acknowledge that the Fixed Price set forth below **excludes** costs and charges associated with changes to the obligations of New York’s Clean Energy Standard (“CES”), including but not limited to CES Tier 4 program costs as described in the “Order Adopting Modifications to the Clean Energy Standard” in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this Agreement. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

Table 1:

Rate Class	Fixed price per kWh	Fixed price per kWh w GRT payment *
Residential	\$0.0###	\$0.0###
Small Commercial	\$0.0###	\$0.0###

** Villages and cities in Westchester assess Gross Receipts Tax on energy sales at a rate of 1.0101%. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.*

Terms for System Supply Service

The Price and Terms stated on this Exhibit A will commence on the first customer meter read date after [DATE] for each Participating Customer and continue until the first customer meter read date after [DATE] (“End Date”) for each Participating Customer, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of each Participating Customer’s first meter read dates after [DATE]. Service shall continue until the first customer meter read date after [DATE]for each Participating Customer.

Clean Energy Standards (“Clean Energy Requirements”): The standard electricity generation mix offered to Participating Customers under the Standard Electricity Product shall meet the minimum Clean Energy Requirements for electric power designated by New York State.

Eligible Customer Opt-Out: Participating Customers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Customers are to provide five (5) business days’ notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Customers to opt-out or terminate service.

Competitive Supplier’s Standard Credit Policy: The Competitive Supplier will not require a credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Default Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

Supplier shall serve Newly Opt-out Eligible Customers, as well as Eligible Customers who opt-in to the Program, who enroll or are enrolled into the Program after the first customer meter-read date referred to above at the fixed price in Table 1 above.

EXHIBIT A – PART 2 PRICES AND TERMS – 100% RENEWABLE CLEAN POWER PRODUCT

Firm Full-Requirements Price for 100% Renewable Clean Power Product by Rate Classification for all Participating Customers located in Con Edison territory commencing service on the first customer meter-read date after [DATE].

Municipality understands that for any supply to Participating Customers the Fixed Price **includes** NY Public Policy Transmission Costs and NY Tier 2 REC Program Costs based on the estimates of such costs for calendar year 2022 that were obtainable by Competitive Supplier, and Competitive Supplier will pass through to Participating Customers any future changes, (upward or downward) to such NY Public Policy Transmission Project Costs or NY Tier 2 REC Program Costs, based on changes in such costs during the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year.

“**NY Public Policy Transmission Project Costs**” means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“**NY Tier 2 REC Program Costs**” means any costs related to the purchase of Tier 2 eligible renewable energy certificates (“**Tier 2 REC’s**”) associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the “Order Adopting Modifications to the Clean Energy Standard” in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this ESA).

The Parties agree and acknowledge that the Fixed Price set forth below **excludes** costs and charges associated with changes to the obligations of New York’s Clean Energy Standard (“CES”), including but not limited to CES Tier 4 program costs as described in the “Order Adopting Modifications to the Clean Energy Standard” in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this Agreement. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

Table 2:

Rate Class	Fixed price per kWh	Fixed price per kWh w GRT payment *
Residential	\$0.0###	\$0.0###
Small Commercial	\$0.0###	\$0.0###

* Villages and cities in Westchester assess Gross Receipts Tax on energy sales at a rate of 1.0101%. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.

Terms for System Supply Service

The Price and Terms stated on this Exhibit A will commence on the first customer meter read date after [DATE] for each Participating Customer and continue until the first customer meter read date after [DATE] (“End Date”) for each Participating Customer, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of 100% Renewable Clean Power Product shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: 100% Renewable Clean Power Firm Full-Requirements Power Supply will commence at the prices stated above as of each Participating Customer’s first meter read dates after [DATE]. Service shall continue until the first customer meter read date after [DATE] for each Participating Customer.

Clean Energy Standard (“Clean Energy Requirements”): The standard electricity generation mix offered to Participating Customers under the Standard Electricity Product shall meet the minimum Clean Energy Requirements for electric power designated by New York State.

100% New York Voluntary EDP Eligible RECs -- This Exhibit A-Part 2 includes a voluntary purchase of Renewable Energy Certificates (“RECs”) which comply with the attribute delivery rules set forth in the New York Generation Tracking System (“NYGATS”) Operating Rules, supporting the NY EDP Program that are sourced from NY EDP Eligible Renewable Resources in an amount equal to 100% of the Participating Customers’ electricity usage, in addition to any then-current REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier. In the event that the DPS or other governmental authority determines that a 100% Renewable Clean Power Product may be provided through the voluntary purchase of NY Tier 2 Voluntary RECs in an amount equal to 100% of the Participating Customers’ electricity usage less any then-current Tier 1 REC purchase associated with the Clean Energy Standard requirements applicable to Competitive Supplier in New York, such change shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event. Competitive Supplier anticipates that the RECs provided hereunder will be generated primarily by hydroelectric facilities, but some portion of the RECs may be generated by wind, solar or other facilities, and Competitive Supplier reserves the right to source the RECs from any qualifying NY EDP Eligible Renewable Resource. Each REC represents environmental attributes associated with one MWh of electricity generated by a renewable fuel type defined by NYGATS Operating Rules, dated May 18, 2018, but does not include any tax credits, depreciation allowances or third party subsidies of any kind. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program. For purposes of this Agreement:

- i. “NY EDP Eligible Renewable Resource” means any electric power generator meeting the NY EDP Program eligibility criteria of a NY renewable energy generating source which comply with the attribute delivery rules set forth in the NYGATS Operating Rules, supporting the NY EDP Program, as of the Effective Date of this Agreement. RECs will be retired for all participants collectively at the Program level.

ii. “NY EDP Program” means the environmental disclosure program administered by the New York State Department of Public Service, through which load serving entities periodically inform their customers of the fuel source, emissions and other characteristics of the electricity resources supplied to them.

Eligible Customer Opt-Out: Participating Customers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Customers are to provide five (5) days’ notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Customers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Default Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

Supplier shall serve Newly Opt-out Eligible Customers, as well as Eligible Customers who opt-in to the Program, who enroll and are enrolled into the Program after the first customer meter-read date referred to above at the price in Table 2, above.

In the event that New York State institutes a subsidy for CCA purchase of RECs after the signing of this ESA that is applicable to all or any portion of the Competitive Suppliers obligations under this ESA, Competitive Supplier shall pass through the full subsidy to Participating Customers in the form of a rate reduction.

EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY

KWH Sales Template

UsageEndYrMo	Municipality	Zone	CustType	RateClass	Product	Count	Consump_kWh
202101	[MUNI NAME]	I	Residential	SC1	100% renewable	##,###	###,###
202101	[MUNI NAME]	I	Residential	SC1	Standard	##,###	###,###
202101	[MUNI NAME]	I	Small Coml	SC2	100% renewable	##,###	###,###
202101	[MUNI NAME]	I	Small Coml	SC2	Standard	##,###	###,###
202101	[MUNI NAME]	H	Residential	SC1	100% renewable	##,###	###,###
202101	[MUNI NAME]	H	Residential	SC1	Standard	##,###	###,###
202101	[MUNI NAME]	H	Small Coml	SC2	100% renewable	##,###	###,###
202101	[MUNI NAME]	H	Small Coml	SC2	Standard	##,###	###,###
etc..							

Add-Drop Report

UsageEndYearMonth	Municipality	CustomerType	RateClass	Product	AddOrDrop	AddDropType	Count
202101	[MUNI NAME]	Residential	SC1	renewable	Drop	Moved	##
etc.					Drop	Changed Supplier	
					Drop	Opt-out	
					Drop	Other	
					Add	Opt-in	
					Add	Newly Eligible	

EXHIBIT C - PAYMENT

PROGRAM MANAGER BANK INFORMATION FOR PAYMENTS BY ACH

Bank Name:

Bank Routing Number:

Bank Account Number:

Federal ID:

**EXHIBIT D - DATA
REQUIREMENTS**

In order for program administrators and participants to have visibility into their participation with the program, certain data will need to be exchanged, in a regular format, with regular transmission methods and times.

There are three file formats currently in use for this purpose which must be provided by Competitive Supplier to Program Manager:

1. Newly_Opt-out Eligible_Customer file - Competitive Supplier will obtain this data quarterly from the Utility and the notification mailing is made from the list following procedures described elsewhere in this ESA. The Program Manager requires a matching dataset as defined below in order to perform its duties for customer service during the opt out period.
2. Post-enrollment file – Weekly, and after the Competitive Supplier sends enrollments to the Utility, either at the beginning of this contract or after a Newly Opt-out Eligible Customer opt out period, the Competitive Supplier will send this file to the Program Manager to update its records.
3. Overnight file – basic status update for all transactions occurring since the last overnight file.
4. Commission file - Standard practice for aggregation suppliers.

The abovementioned files should, at minimum, contain the following information:

<u>Newly Opt-out Eligible Customer file</u>	<u>Post-enrollment file</u>
Pre-Enrollment ID Customer Name Service Address Service City State Zip Mailing Address Mail City State Zip Customer Classification Rate Category	Pre-Enrollment ID Utility Account Number Meter Read Cycle Account Start Account End Enrollment Issue/Reason Code Municipality Name Contract Start Contract End Rate Class Annual kWh Capacity Tag Capacity Start Date Capacity End Date Billing Name Billing Address Billing State Billing City Billing Zip Enrollment Date (Contract Start Date) Load Zone

<u>Overnight file</u>	<u>Commission file</u>
PRE-ENROLLMENT ID LDCAcctNo_vc OptCode POD ID acctstatus_c Enroll DtO SUPPLIER ENROLLMENT STATUS Enroll/Drop Code Comment_vc start Date End Date BilledRateChargeAmt EMailAddress_vc Affiliation_vc LDC_vc	Customer Name Service Account Number Invoice Number Contract ID Municipality Customer Class Invoice Date Start Date End Date Earned Date Scheduled Payment Month Usage UDC Code Commission Rate/Amount Commission Payment Lag (Days)

File transfer between the Supplier and Program Manager, or a party designated by Program Manager, shall be by SFTP or other secure mode.

EXHIBIT E - OPTION FOR ALTERNATIVE SUPPLY OF POWER

Competitive Supplier shall provide power to Participating Customers, including through the purchase of REC's, throughout the term of this ESA and from sources selected in Competitive Supplier's own discretion. However, Program Manager desires to build or contract with a third party to supply renewable sources of energy (the "Renewable Power Source") after the Effective Date of the Program for the benefit of the Participating Customers. Upon completion of any such Renewable Power Source the Program Manager may offer to sell output from the Renewable Power Source to Competitive Supplier, either directly or through an Associated Entity, under a separate Power Purchase Agreement ("PPA"). Program Manager understands and acknowledges that (i) Competitive Supplier shall have no obligation to enter into a PPA during the term of this ESA; and (ii) if Competitive Supplier agrees to enter into a PPA, then completion of a PPA is contingent upon (without limitation) Competitive Supplier's confirmation (in its sole determination) that (a) the terms are in compliance with all rules, laws and regulations; (b) it has internal senior management approval after completion of financial, credit, legal and operation due diligence; and (c) the Parties have executed an amended ESA to incorporate terms of the PPA. In the event that Competitive Supplier elects not to enter into a PPA as described above and Program Manager enters into a Third Party Agreement, then the terms of this ESA shall remain unmodified and in full force and effect.

If Competitive Supplier elects to enter into a PPA as described above, Competitive Supplier agrees to review a roster of Renewable Power Sources pre-approved by Program Manager and Competitive Supplier who retain a PPA form consistent with the needs of Program Manager and Competitive Supplier, provided, however, that final determination of a Renewable Power Source provider shall be in the sole discretion of Competitive Supplier and may be a source not listed on the roster.

In the event Program Manager identifies output from Renewable Power Source(s) that Program Manager desires to assign to or request that the Competitive Supplier use in the Program, Program Manager will describe whether each product is unit-contingent or smoothed, and Program Manager will describe the projected (if unit contingent) or committed quantity (if smoothed) for RECs, Capacity and/or kWh, including time blocks for the product, if appropriate.

Competitive Supplier and Program Manager will then discuss the best strategy for moving forward, including whether Competitive Supplier desires to solicit offers from the free market for like quantities of power, REC or capacity.

In such case, the Parties agree to negotiate, in a Commercially Reasonable manner, a rate adjustment to Participating Customers to (a) compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to then sell off any of the original power purchased to supply the Program at a lower price than it purchased it for, or (b) compensate Participating Customers for any gains should Competitive Supplier (or an Associated Entity) then be able to sell off any of the original power purchased to supply the Program at a higher price than it purchased it for. Any such rate adjustment shall only amend or modify the ESA by a written instrument signed by all Parties hereto. For avoidance of doubt, the foregoing does not obligate Competitive Supplier or Program Manager to come to an agreement regarding a rate adjustment.

MEMORANDUM OF UNDERSTANDING
For
Participation in the Westchester Power Contract
For Communities in the Con Edison Service Territory

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City / Town / Village of _____ (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

1. Background:

- a. In February 2015, the New York Public Service Commission (“PSC”) issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016. Since then, nine additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For participating municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on the first meter read date after June 30, 2022
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **2021 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2021 to the first meter read date after June 30, 2022.
- b. **2022 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing on the first meter read date after July 1, 2022 for the Con Edison service territory. The 2022 ESA shall have substantially the same terms outlined in the attached 2022 ESA Template (Attached as Exhibit 1). The 2022 ESA Template sets out the new prices and terms and contains clarifying changes to the 2021 ESA.

- c. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
- d. **Community Choice Aggregation Program or CCA Program or Program–** A municipal energy procurement program, which replaces the incumbent utility as the default supplier for all Eligible Consumers within the Participating Municipality, as defined in the PSC CCA Orders.
- e. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) that procures electric power for Eligible Consumers in connection with this CCA Program.
 - i. **Compliant Offer:** Electric power supply offer from a Competitive Supplier that meets the requirements specified in this MOU and the 2022 ESA and that is submitted by the lowest responsible bidder, subject to the terms and conditions set forth in the 2022 RFP.
- f. **Default Product:** The product selected by the Municipality for supply to its Eligible Consumers upon enrollment, unless they take action to select a different product or opt out.
- g. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
- h. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
- i. **Eligible Consumers –** Residential and small commercial consumers of electricity who have been served by the program under the 2021 ESA and have not opted out. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of ~~the 2021 ESA.~~ the 2022 ESA.
- j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
- k. **Participating Customers:** Eligible Consumers enrolled in the Program, including Opt-out Eligible Consumers who have been enrolled subsequent to the opt-out process and other customers who have opted in.
- l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
- m. **Public Service Commission (“PSC”):** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

- n. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - o. **2022 RFP:** The request for proposals to suppliers to provide energy to Participating Customers for the 2022 ESA.
- 3. Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2022 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2022 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2022 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2022 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the contract process including:
 - i. the collection of indicative pricing and other inputs against which to evaluate the 2022 ESA offers,
 - ii. the preparation of the 2022 ESA,
 - iii. the acceptance, secure opening, and review of the indicative pricing and 2022 ESA offers, and
 - iv. the organization of the Qualifications Review, offer evaluation, and selection of a Competitive Supplier, all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - c. Sign the 2022 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2022 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** The Participating Municipality agrees to:

- a. Sign the 2022 ESA, selecting the 100% Renewable Clean Power Product as the Default Product for its Eligible Consumers, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2022 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.

6. Term and Termination: Memorandum of Understanding shall expire on the earlier of December 31, 2022 or the date on which the 2022 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the 2022 ESA attached hereto as Exhibit 1.

IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City/Town/Village of _____

Authorized Official Name and Title: _____

Signature: _____

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices: _____

Sustainable Westchester, Inc.

Authorized Official Name and Title: Nina Orville, Executive Director

Signature: _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: nina@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2022 Con Ed ESA Template

**RESOLUTION TO AWARD PROPOSAL FOR MATERIAL TESTING
& INSPECTIONS SERVICES EVALUATION FOR THE
NEW PUBLIC WORKS FACILITY**

WHEREAS, Consultants, Calgi Construction Company Inc. solicited proposals for Material Testing and Inspections Service firms for the new public works facility; and

WHEREAS, the proposal was sent to seven (7) firms and four (4) firms replied and submitted proposals to Consultants, Calgi Construction Company Inc. as summarized below:

1. STL INC.	TOTAL COST	\$107,010
2. ATLAS	TOTAL COST	\$117,465
3. TEST- CON	TOTAL COST	\$144,000
4. MT GROUP	TOTAL COST	\$195,510

WHEREAS, the consultants prepared a report and issued a recommendation; and

WHEREAS, based on this recommendation, the Village Board of the Village of Ardsley hereby awards the proposal to STL Inc. Special Testing Laboratories, Inc., 21 Henry Street, PO Box 200, Bethel, CT 06801.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contract and all other applicable documents with STL Inc. Special Testing Laboratories, Inc. to perform work pertaining to the new public works facility project located at 220 Heatherdell Road, Ardsley, NY subject to the review of the Village Attorney.



Established 1919

CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, New York 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

June 16, 2022

Mr. Joseph L. Cerretani
Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 10502

**RE: Village of Ardsley
New Public Works Facility Project
Material Testing and Inspections Services Evaluation & Recommendation
CCC Project #1811**

Dear Mr. Cerretani,

As part of our services, we solicited proposals from Material Testing and Inspections Service firms for the above referenced project. The RFP was sent to seven (7) firms and four (4) firms replied and submitted proposals. The proposals were based on a Unit Cost for the various Material Testing and Inspection services required. To complete our review and evaluation process in order to issue our award recommendation, we applied assumed unit quantities for the various Material Testing and Inspection services to each of the proposals received and provide the following summary. (Also see attached Proposal Tabulation and Leveling sheets for details)

Description	1. STL Inc.	2. ATLAS	3. Test-Con	4. MT Group
Assumed Total Cost	\$107,010	\$117,465	\$144,400	\$195,510

Based on our evaluation, STL Inc. provided the most competitive Unit Costs with the assumed unit quantities, submitted the most economical proposal. Therefore, we recommend that the Village of Ardsley accept STL Inc. proposal, based on their unit costs, for each Material Testing and Inspection Service line item and award a Purchase Order to perform the necessary material testing and inspection services.

Should you have any questions concerning our review, please feel free to call.

Very truly yours,
Calgi Construction Company, Inc.

David Chen
Estimator/Project Manager

cc: Dominic Calgi, CCC
Andrew Laidlaw, CCC

Member: Construction Management Association of America

Associated General Contractors of America

Celebrating Over a Century of Construction Services



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, NY 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

PROPOSAL TABULATION AND LEVELING

Project: New Public Works Facility Project
Material Testing and Inspections Services
Client: Village of Ardsley
Proposal Due Date: June 15, 2022 @ 3:00 PM

Inspection Services	1. STL Inc.	Assumed Unit	Assumed Total Cost	2. ATLAS	Assumed Unit	Assumed Total Cost	3. Test-Con	Assumed Unit	Assumed Total Cost	4. MT Group	Assumed Unit	Assumed Total Cost
Soils Inspection:												
• Pre-Excavation Conference	No Bid	1	\$0	Included in Tec	1	\$0	\$295	1	\$0	\$1,200	1	\$0
• Density & Compaction Testing – each lift of compacted material (subgrade, backfill & trench backfill layer – 1 test per 150ft of trench but no less than 2 tests)												
• Verification & Inspection of Soils (in accordance with the Geotechnical Report) - Existing site soil conditions - Fill placement - Load-bearing capacity												
• Proctor Test for soils, per point	\$50	180	\$9,000	\$40	180	\$7,200	\$45	180	\$8,100	\$110	180	\$19,800
• Soil Sampling, per pick-up	\$75	20	\$1,500	\$65	20	\$1,300	\$140	20	\$2,800	\$75	20	\$1,500
• Sieve Analysis (Dry)	\$75	20	\$1,500	\$70	20	\$1,400	\$125	20	\$2,500	\$100	20	\$2,000
• Classification & Description of Materials	\$35	20	\$700	\$15	20	\$300	\$35	20	\$700	\$150	20	\$3,000
• Technician to inspect: - Fill operation (penetrometer test) - Perform in place density testing:												
> Half Day (1-4 Hours)	\$190	20	\$3,800	\$260	20	\$5,200	\$235	20	\$4,700	\$400	20	\$8,000
> Full Day (5-8 Hours)	\$305	10	\$3,050	\$360	10	\$3,600	\$475	10	\$4,750	\$500	10	\$5,000
• Professional Engineer to inspect subgrade material:												
> Half Day (1-4 Hours)	\$420	20	\$8,400	\$350	20	\$7,000	\$445	20	\$8,900	\$600	20	\$12,000
> Full Day (5-8 Hours)	\$600	10	\$6,000	\$500	10	\$5,000	\$675	10	\$6,750	\$1,200	10	\$12,000



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, NY 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

PROPOSAL TABULATION AND LEVELING

Project: New Public Works Facility Project
Material Testing and Inspections Services
Client: Village of Ardsley
Proposal Due Date: June 15, 2022 @ 3:00 PM

Inspection Services	1. STL Inc.	Assumed Unit	Assumed Total Cost	2. ATLAS	Assumed Unit	Assumed Total Cost	3. Test-Con	Assumed Unit	Assumed Total Cost	4. MT Group	Assumed Unit	Assumed Total Cost
Concrete Services:												
<ul style="list-style-type: none"> Plant Inspection – verification of material batch weights and admixture quantities, provide inspection tickets showing all pertinent data 				Plant is within 60 miles of the site			Plant within 50 miles of Project site					
> Half Day (1-4 Hours)	\$190	2	\$380	\$210	2	\$420	\$235	2	\$470	\$325	2	\$650
> Full Day (5-8 Hours)	\$290	2	\$580	\$300	2	\$600	\$390	2	\$780	\$375	2	\$750
<ul style="list-style-type: none"> Field Inspection – to review plant inspection tickets upon receipt; monitor mixing water to the extent practical; perform tests for slump, air content, unit weight, cast test cylinders and submit daily reports 												
> Half Day (1-4 Hours)	\$175	50	\$8,750	\$210	50	\$10,500	\$215	50	\$10,750	\$325	50	\$16,250
> Full Day (5-8 Hours)	\$290	5	\$1,450	\$300	5	\$1,500	\$315	5	\$1,575	\$375	5	\$1,875
<ul style="list-style-type: none"> Cylinder Testing - compression testing of cast cylinders, including mold & tags; Cast 5 cylinders per 50cy of each mix design placed each day (Break 2@7dys, 2@28dys, 1@56dys); Cast 1 additional cylinder in cold weather to be cured onsite under same condition of concrete it represents 												
<ul style="list-style-type: none"> <i>Reports to include date, location of pour, curing temperature & technique, quantity, air temperature, test samples taken & compressive strengths attained</i> 												
> Per Cylinder	\$17	250	\$4,250	\$14	250	\$3,500	\$20	250	\$5,000	\$14	250	\$3,500
> Pick-up and delivery charge, per trip	No Charge	50	\$0	\$65	50	\$3,250	\$140	50	\$7,000	\$50	50	\$2,500
<ul style="list-style-type: none"> Controlled Inspection – of reinforcement, formwork and concrete placement; 												
> Half Day (1-4 Hours)	\$205	20	\$4,100	\$300	20	\$6,000	\$240	20	\$4,800	\$350	20	\$7,000
> Full Day (5-8 Hours)	\$390	5	\$1,950	\$440	5	\$2,200	\$475	5	\$2,375	\$475	5	\$2,375
<ul style="list-style-type: none"> Water-Cement Ratio test 	No Bid	10	\$0	\$25	10	\$0	\$95	10	\$0	\$350	10	\$0



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, NY 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

PROPOSAL TABULATION AND LEVELING

Project: New Public Works Facility Project
Material Testing and Inspections Services
Client: Village of Ardsley
Proposal Due Date: June 15, 2022 @ 3:00 PM

Inspection Services	1. STL Inc.	Assumed Unit	Assumed Total Cost	2. ATLAS	Assumed Unit	Assumed Total Cost	3. Test-Con	Assumed Unit	Assumed Total Cost	4. MT Group	Assumed Unit	Assumed Total Cost
Masonry Inspection:												
<ul style="list-style-type: none"> Field Inspection – visual inspection of masonry block, placement, anchors, mortar beds, mortar cubes sampling, in accordance with approved plans and specifications. 												
> Half Day (1-4 Hours)	\$210	15	\$3,150	\$285	15	\$4,275	\$240	15	\$3,600	\$350	15	\$5,250
> Full Day (5-8 Hours)	\$350	5	\$1,750	\$400	5	\$2,000	\$445	5	\$2,225	\$425	5	\$2,125
<ul style="list-style-type: none"> Mortar/Grout cube testing, including molds and tags; per cube (1 test per 4cy) 	\$14	50	\$700	\$14	50	\$700	\$12	50	\$600	Included	50	\$0
<ul style="list-style-type: none"> Pick-up and delivery charge: per pick-up 	No Charge	10	\$0	\$65	10	\$650	\$115	10	\$1,150	\$50	10	\$500
<ul style="list-style-type: none"> Compression Strength testing of mortar block; per sample 	\$55	30	\$1,650	\$20	30	\$600	\$35	30	\$1,050	\$12	30	\$360
<ul style="list-style-type: none"> Absorption testing; per specimen 	\$65	10	\$650	\$18	10	\$180	\$49	10	\$490	\$100	10	\$1,000
<ul style="list-style-type: none"> Unit Strength Method; per sample 	\$45	10	\$450	\$20	10	\$200	\$40	10	\$400	\$250	10	\$2,500
Structural Steel Inspection:												
<ul style="list-style-type: none"> Shop Inspection – according to project specifications and local code; review fabricator's quality control manuals; visual inspection of connections; verification of cleaning, shop painting and visual inspection of welding and bolting, including material certificates & reports 	Half Day			Shop is within 60 miles of the site			Shop within 50 miles of Project Site					
> Per Inspection	\$425	2	\$850	\$495	2	\$990	\$595	2	\$1,190	\$650	2	\$1,300
<ul style="list-style-type: none"> Field Inspection – inspection of structural steel erection for conformance with the approved shop drawings. 												
> Half Day (1-4 Hours)	\$270	20	\$5,400	\$325	20	\$6,500	\$415	20	\$8,300	\$650	20	\$13,000
> Full Day (5-8 Hours)	\$470	10	\$4,700	\$495	10	\$4,950	\$689	10	\$6,890	\$800	10	\$8,000
<ul style="list-style-type: none"> Field Inspection – visual inspection and testing of bolted connections (10% of all bolted connections and 100% of slip critical connections for bolt tightness), visual inspection of welding and decking, including reports 												
> Half Day (1-4 Hours)	\$270	20	\$5,400	\$300	20	\$6,000	\$425	20	\$8,500	\$500	20	\$10,000
> Full Day (5-8 Hours)	\$470	10	\$4,700	\$425	10	\$4,250	\$695	10	\$6,950	\$650	10	\$6,500



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, NY 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

PROPOSAL TABULATION AND LEVELING

Project: New Public Works Facility Project
Material Testing and Inspections Services
Client: Village of Ardsley
Proposal Due Date: June 15, 2022 @ 3:00 PM

Inspection Services	1. STL Inc.	Assumed Unit	Assumed Total Cost	2. ATLAS	Assumed Unit	Assumed Total Cost	3. Test-Con	Assumed Unit	Assumed Total Cost	4. MT Group	Assumed Unit	Assumed Total Cost
• Non-Destructive Testing:												
> NDE Technician; per inspection	No Bid	5	\$0	\$600	5	\$0	\$675	5	\$0	\$800	5	\$0
> Ultrasonic/Magnetic Particle/Dye Penetrant Tests; per test	\$25	20	\$500	\$10	20	\$200	\$25	20	\$500	\$45	20	\$900
> Radiographic Testing	No Bid		\$0	\$1,200		\$0	No Bid		\$0	\$100		\$0
> Half Day (1-4 Hours)	\$295	10	\$2,950	\$425	10	\$4,250	\$425	10	\$4,250	N/A	10	\$0
> Full Day (5-8 Hours)	\$420	5	\$2,100	\$600	5	\$3,000	\$695	5	\$3,475	\$1,900	5	\$9,500
• Pre-fabricated Steel trusses – visual inspection for size, bracing, anchors, connectors, etc.												
> Half Day (1-4 Hours)	\$270	10	\$2,700	\$325	10	\$3,250	\$345	10	\$3,450	\$650	10	\$6,500
> Full Day (5-8 Hours)	\$470	5	\$2,350	\$495	5	\$2,475	\$575	5	\$2,875	\$800	5	\$4,000
• Cold Formed Metal Framing – visual inspection according to project and local code.												
> Half Day (1-4 Hours)	\$260	10	\$2,600	\$300	10	\$3,000	\$425	10	\$4,250	\$650	10	\$6,500
> Full Day (5-8 Hours)	\$450	5	\$2,250	\$425	5	\$2,125	\$625	5	\$3,125	\$800	5	\$4,000
Firestopping Inspection:												
• Field Inspection – visual inspection of firestopping installation in accordance with approved project plans and specifications,												
> Half Day (1-4 Hours)	\$130	10	\$1,300	\$275	10	\$2,750	\$255	10	\$2,550	\$425	10	\$4,250
> Full Day (5-8 Hours)	\$320	5	\$1,600	\$350	5	\$1,750	\$425	5	\$2,125	\$475	5	\$2,375
Asphalt Inspection:												
• Field Inspection – thickness and density												
> Half Day (1-4) Hours	\$210	10	\$2,100	\$260	10	\$2,600	\$218	10	\$2,180	\$425	10	\$4,250
> Full Day (5-8) Hours	\$350	5	\$1,750	\$360	5	\$1,800	\$385	5	\$1,925	\$500	5	\$2,500
> Density Test	No Charge	20	\$0	Included	20	\$0	\$20.00	20	\$400	\$100	20	\$2,000
	1. STL Inc.	Assumed Total Cost	\$107,010	2. ATLAS	Assumed Total Cost	\$117,465	3. Test-Con	Assumed Total Cost	\$144,400	4. MT Group	Assumed Total Cost	\$195,510

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF AN ADDITIONAL \$8,825,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY PART OF THE COST OF CONSTRUCTION OF A NEW HIGHWAY GARAGE, IN AND FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, will not result in any significant adverse environmental effects; and

WHEREAS, the Board of Trustees of the Village of Ardsley, Westchester County, New York, on May 6, 2019, duly adopted a bond resolution authorizing the issuance of \$13,000,000 bonds of said Village to pay the cost of the construction of a new highway garage to be located at 220 Heatherdell Road, in the Village of Ardsley, Westchester County, New York, including demolition of existing buildings, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for Village of Ardsley, Westchester County, New York, and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$21,825,000, an increase of \$8,825,000 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$8,825,000 bonds of said Village for such specific object or purpose to pay a portion of the cost thereof;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying additional costs of the construction of a new highway garage to be located at 220 Heatherdell Road, in the Village of Ardsley, Westchester County, New York, including demolition of existing buildings, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued an additional \$8,825,000 bonds of the Village of Ardsley, Westchester County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now determined to be \$21,825,000, which

specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is as follows:

- a) by the issuance of the \$13,000,000 bonds of said Village authorized to be issued pursuant to bond resolution dated and duly adopted May 6, 2019; and
- b) by the issuance of the additional \$8,825,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 11b of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of the first obligations issued against said May 6, 2019 bond resolution.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Village

a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, a summary thereof shall be published in the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. This resolution is adopted subject to permissive referendum.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$330,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF DUMP TRUCKS WITH PLOW AND SANDER, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the purchase of dump trucks with plow and sander, each item of which costs \$30,000 or over, in and for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$330,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$330,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$330,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE REPLACEMENT OF THE BASE STATION AND MOBILE RADIO SYSTEM FOR THE POLICE DEPARTMENT, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the replacement of the base station and mobile radio system for the Police Dept., for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$350,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$350,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$350,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 90, based upon subdivisions 25 and 98, of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$700,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE ROAD RECONSTRUCTON AND RESURFACING, THROUGHOUT AND IN AND FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of road reconstruction, throughout and in and for the Village of Ardsley, Westchester County, New York, including drainage, sidewalks, curbs, gutters, landscaping, grading or improving rights-of-way, as well as other incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$700,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$700,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$700,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$14,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF A LANDSCAPE TRAILER, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which, as such, will not have any significant adverse effect on the environment; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. The purchase of a purchase landscape trailer, for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, at a maximum estimated cost of \$14,000, is hereby authorized.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$14,000 serial bonds of

said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of each of the aforesaid specific objects or purposes is 5 years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will not exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such

notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

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

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

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

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$75,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF A FIRE CHIEF VEHICLE, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the purchase of a fire chief vehicle, for the Village of Ardsley, Westchester County, New York, including incidental equipment and

expenses in connection therewith, there are hereby authorized to be issued \$75,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$75,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$75,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same

respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed

herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$55,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE REPLACEMENT OF COMPUTER SERVER AND COMPUTER SOFTWARE, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which, as such, will not have any significant adverse effect on the environment; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. The replacement of computer server and software, for the Village of Ardsley, Westchester County, New York, including incidental expenses in connection therewith, at a maximum estimated cost of \$55,000, is hereby authorized.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$55,000 serial bonds of

said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of each of the aforesaid specific objects or purposes is 5 years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will not exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such

notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

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

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

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

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$30,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF APPARATUS FOR A FIRE PUMPER VEHICLE, FOR SAID VILLAGE.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as such, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the purchase of apparatus for a fire pumper vehicle, for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$30,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$30,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$30,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum.