



## AGENDA

### Ardasley Village Board of Trustees

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**8:00 PM - Tuesday, September 6, 2022**

Zoom Platform

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

The meeting will be conducted virtually with no in-person attendance and in keeping with the Village's goal of protecting public health and in compliance Chapt.147 of the Laws of 2021, as extended by Chapter 1 of the Laws of 2022, permitting virtual participation by Board Members. For virtual participation, interested parties may be heard using Zoom, a web-based videoconferencing service which can be accessed by using the direct link below.

Join Zoom Meeting

<https://us02web.zoom.us/j/82190280058?pwd=ZS9Tc2FaTVJIdXJ4WnhYUWhLbmVFZz09>

Meeting ID: 821 9028 0058

Passcode: 885796

One tap mobile

+19292056099,,82190280058# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 821 9028 0058

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

Page

#### **1. PLEDGE OF ALLEGIANCE**

MOMENT OF SILENCE IN MEMORY OF JAMES

MICHAEL BYRNES- Father of Theresa DelGrosso

MOMENT OF SILENCE IN MEMORY OF ARTHUR

TARRICONE -Grandfather of Chief Podolski

#### **8:30 P.M. - PUBLIC HEARING**

To Discuss Adding a Day Care Center to the Existing Martial Arts Studio -UMAC Ardsley, 15 Center Street

5 - 9

10 - 31

**2. SPECIAL PRESENTATION**

Special Presentation New Westchester Power Solar Credit Offering from Sustainable Westchester- Carmen Santos

2.a

32 - 48

**3. APPROVAL OF MINUTES:**

3.a August 1, 2022 Board of Trustees Meeting Minutes

**4. DEPARTMENT REPORTS**

**4.1. LEGAL**

4.1.a Village Attorney Robert Ponzini

**4.2. MANAGER**

4.2.a Village Manager Joseph Cerretani

49 - 56

**4.3. TREASURER**

4.3.a September 6, 2022 Abstract Report

**4.4. BUILDING**

No Building Department Report

**4.5. FIRE**

No Fire Department Report

**4.6. POLICE**

No Police Department Report

**4.7. MAYOR'S ANNOUNCEMENTS**

**4.8. COMMITTEE & BOARD REPORTS**

**5. VISITORS**

57 - 59

**6. OLD BUSINESS:**

6.a Consider a Resolution to Grant Permission to Add a Day Care Center to the Existing Martial Arts Studio at 15 Center Street

60 - 61

**7. NEW BUSINESS:**

62 - 70	7.a	Consider a Resolution to Authorize the Village Manager to Sign an Inter-municipal Agreement with Westchester County for the Positive Youth Development Program
71 - 75	7.b	Consider a Resolution to Amend the "Sexual Harassment Prevention Policy" of the Village of Ardsley
76 - 81	7.c	Consider a Resolution to Schedule a Public Hearing to Discuss Amendments to Chapter 190 Entitled "Vehicles and Traffic Section 190-60 Schedule XII: Parking Prohibited at All Times" of the Ardsley Village Code
82 - 85	7.d	Consider a Resolution to Schedule a Public Hearing to Discuss Amendments to Chapter 81 Entitled "Community Choice Aggregation (Energy) Program" of the Ardsley Village Code
86 - 93	7.e	Consider a Resolution to Schedule a Public Hearing for Hirohito Foods, LLC. 800 Saw Mill River Road
94	7.f	Consider a Resolution to Award Bid for Sewer Inspection & Cleaning No. 23-01
95 - 97	7.g	Consider a Resolution to Appoint Police Officer Nicholas Guccione
98	7.h	Consider a Resolution Approving the Installation of QR Code Signs for the Ardsley Train Station Historical Marker
	7.i	Consider a Resolution Establishing Fee for Leaf Bags

**8. CALL FOR EXECUTIVE SESSION**

**9. ADJOURNMENT OF MEETING**

**10. ANNOUNCEMENTS**

- September 9th Movie in the Park-Monsters University 7:15 pm
- September 10th Ardsley Tennis Tournament 9:00 am
- September 12th Planning Board Meeting 8:00 pm
- September 13th Recreation Commission Meeting 5:00 pm
- September 13th Multicultural Diversity & Inclusion Committee Meeting 7:30 pm

- September 14th Westchester County Clerk's Mobile Office Coming to Ardsley! 10am-1pm
- September 14th Board of Trustees Work Session 7:30 pm
- September 17th Welcome Back Ardsley Event 3:00 pm-7:00 pm

**11. NEXT BOARD MEETING:**

September 14th Board of Trustees Work Session  
7:30 pm

September 19th Board of Trustees Legislative  
Meeting 8:00 pm



**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Board of Trustees of the Village of Ardsley will hold a public hearing on Tuesday, September 6, 2022 at 8:00 p.m. or soon thereafter at Village Hall-Court Room, 507 Ashford Avenue, Ardsley, NY (OR Via Zoom) to discuss the proposed application to add a day care center for children in grades K-12 in the existing martial arts studio at 15 Center Street.

Written comments may be sent to the Village Clerk at [arocco@ardsleyvillage.com](mailto:arocco@ardsleyvillage.com) and the Village Manager at [jcerretani@ardsleyvillage.com](mailto: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 and be heard. Application materials may be viewed in the Village Clerk's Office during office hours (Mon.-Fri., 9am-4pm). Meeting information will also be posted at: <https://www.ardsleyvillage.com/home/events/24766>.

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

Ann Marie Rocco  
Village Clerk  
Dated: August 2, 2022

## MEMO

TO: Mayor Kaboolian  
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: July 25, 2022

RE: Bellantoni's Tae Kwon Do Inc, UMAC Ardsley

Vincent Bellantoni of Bellantoni's Tae Kwon Do, Inc. applied for a permit to add a day care center for children in grades K-12 in the existing martial arts studio. This is a permitted use in the B-1 District which requires VB approval pursuant to §200-65.1 of the Village Code

Mr. Bellantoni stated that this use will enable his facility to provide added value to his current students and families and that Martial Arts will remain the main business. He also stated that he does not foresee any change in the member base since his objective is to provide this additional service to his existing clients.

This shopping center operates under a 33% reduction in parking pursuant to §200-71J of the code. This business operates as a predominantly drop-off/pick-up business so there should not be a noticeable increase in parking intensity. As such, based on recent code amendments, the reevaluation of the parking reduction is not required for this change of use.

The VB should declare itself Lead Agency for Site Plan review and schedule a public hearing for the September 6<sup>th</sup> meeting.

Let me know if you need any additional information.

Bellantoni's Tae Kwon Do Inc  
UMAC Ardsley  
15 Center St, Unit 2, Ardsley, NY 10502  
Phone: 914-479-5900

RECEIVED

JUL 22 2022

BUILDING DEPT.

6/30/22

RE: Change of Use Application

Dear Village of Ardsley,

Letter is to respectfully request an additional use, as a school-aged childcare facility for our current martial arts studio.

Reason for the request is this additional service will enable us to provide added value to our current students and families in the community. Martial Arts will remain the main objective, but this gives us the opportunity to offer longer stay time for our members and provide a better overall program.

We do not foresee any change in member base, as the main objective to improve the programs within the facility.

Thank you for your consideration,


Sincerely,



Vincent Bellantoni  
President  
Bellantoni's Tae Kwon Do Inc  
UMAC Ardsley

## MEMO

TO: Mayor Kaboolian  
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: August 30, 2022

RE: Bellantoni's Tae Kwon Do Inc, UMAC Ardsley

As you know, Vincent Bellantoni of Bellantoni's Tae Kwon Do, Inc. applied for a permit to add a day care center for children in grades K-12 in the existing martial arts studio. This is a permitted use in the B-1 District which requires VB approval pursuant to §200-65.1 of the Village Code

Mr. Bellantoni stated that this use will enable his facility to provide added value to his current students and families and that Martial Arts will remain the main business. He also stated that he does not foresee any change in the member base since his objective is to provide this additional service to his existing clients.

This shopping center operates under a 33% reduction in parking pursuant to §200-71J of the code. This business operates as a predominantly drop-off/pick-up business so there should not be a noticeable increase in parking intensity. As such, based on recent code amendments, the reevaluation of the parking reduction is not required for this change of use.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The employees shall obtain parking permits from the village.
6. The applicant must obtain and maintain any permits, licenses and approvals that are required by the state and/or county to operate a day care facility.
7. Any conditions the VB deems appropriate.
8. Any conditions the Village Attorney or Village Manager deem appropriate.

Let me know if you need any additional information.



# CGA studio ARCHITECTS

12 SPRING STREET  
HASTINGS.ON.HUDSON  
N.Y. 10706  
914.478.0799  
cg@cgaudio.com  
christinagriffinarchitect.com

PERMIT SUBMISSION FOR USE AS  
MARTIAL ARTS CENTER &  
DAY CARE FOR CHILDREN K-12 AT  
15 CENTER STREET, UNIT #2  
ARDSLEY, NY 10502

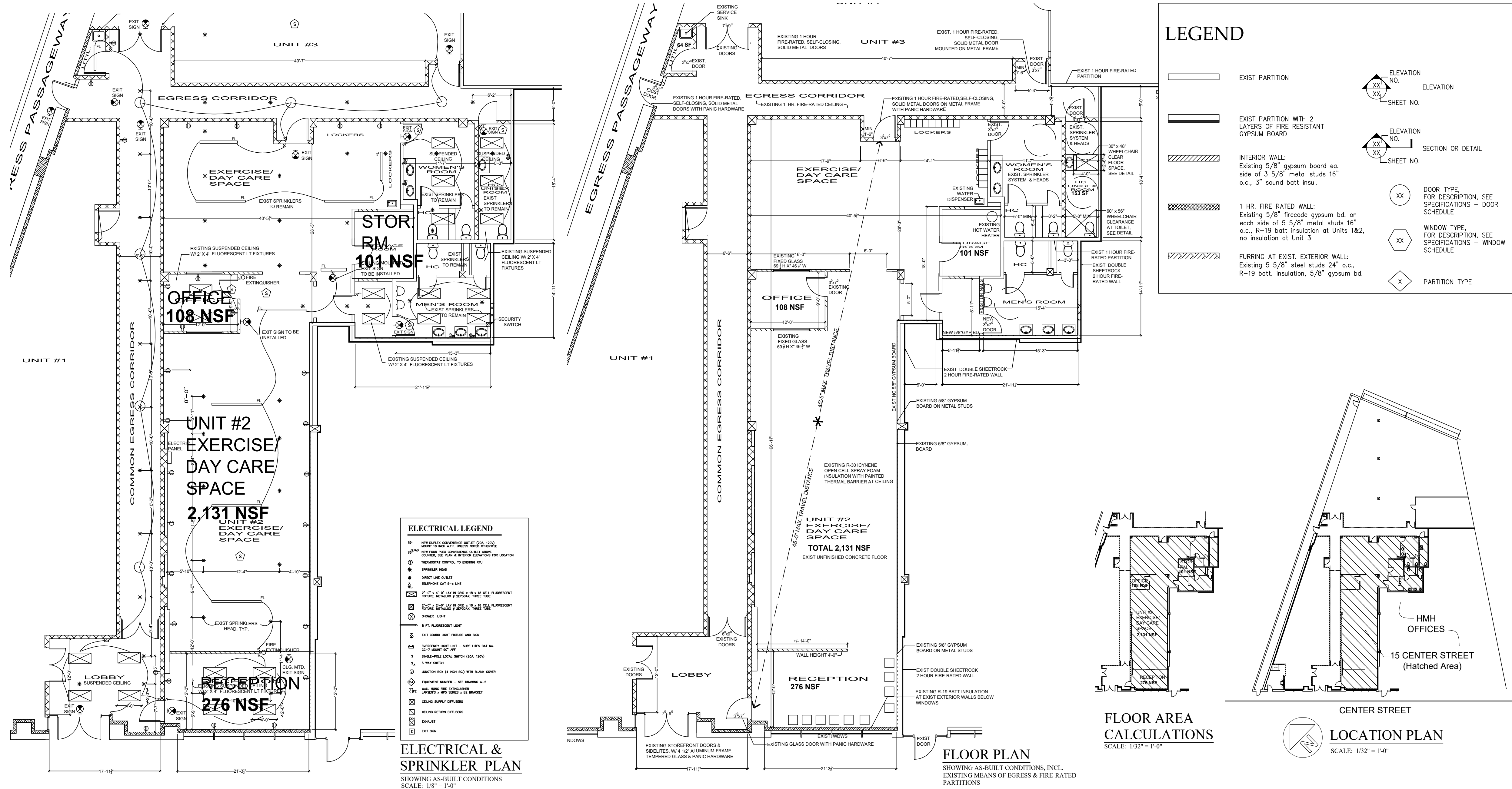
Dates:  
Dwg. for Owner's Review 6-14-22  
Permit Submission 7-7-22  
Amended Permit Submission 8-17-22



Scale As Shown

Drawing Title  
FLOOR PLAN  
ELECTRICAL &  
SPRINKLER PLAN  
BUILDING CODE ANALYSIS

**A-1**  
Sheet Number



### GENERAL NOTES

- THE RENTAL SPACE AT 15 CENTER STREET, ARDSLEY, WILL BE USED AS A MARTIAL ARTS STUDIO, GROUP B OCCUPANCY, AND AS A DAY CARE CENTER FOR SCHOOL-AGED CHILDREN IN GRADES K-12, EDUCATIONAL GROUP E - DAY CARE OCCUPANCY.
- THIS DRAWING REPRESENTS AS-BUILT CONDITIONS AT 15 CENTER STREET, EXCEPT AS NOTED.
- EXISTING CONDITIONS AS SHOWN ON THIS PLAN ARE BASED ON OBSERVATIONS MADE DURING A FIELD VISIT OF THE PROPERTY BY ARCHITECT.
- ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL AND STATE CODES, AND AGENCIES HAVING JURISDICTION OVER PROJECT.
- ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8 INTERIOR FINISHES, OF THE BUILDING CODE OF NY 2020.
- PANIC HARDWARE IS PROVIDED AT ALL EXITS AND DOORS.

### PARKING DATA

JURISDICTION AUTHORITY: VILLAGE OF ARDSLEY BOARD OF TRUSTEES FOR ARDSLEY SHOPPING CENTER, 15-35 CENTER STREET, ARDSLEY, NY

CLASSIFICATION 2020 BCNYS 803.1.2  
A-FLAMESPREAD 0-25, SMOKE DEV. 0-450  
B-FLAMESPREAD 26-75, SMOKE DEV. 0-450  
C-FLAMESPREAD 76-200, SMOKE DEV. 0-450

OCCUPANCY - ASSEMBLYGROUP A-3 (SPRINKLERED)  
TABLE 803.13  
EXIT PASSAGEWAY - CLASS B  
EXIT CORRIDORS - CLASS B  
ROOMS & OTHER SPACES - CLASS C

OCCUPANCY - EDUCATIONAL DAY CARE GROUP E (SPRINKLERED)  
TABLE 803.13  
EXIT PASSAGEWAY - CLASS B  
EXIT CORRIDORS - CLASS C  
ROOMS & OTHER SPACES - CLASS C

FIRE PROTECTION SYSTEMS BCNYS 903  
SPRINKLER SYSTEMS PROVIDED  
FIRE ALARMS TO BE IN ACCORDANCE WITH BCNYS 907

### NYS BUILDING CODE DATA

JURISDICTION AUTHORITY:  
VILLAGE OF ARDSLEY BUILDING DEPARTMENT

FIRE RESISTANCE  
REQUIRED SEPARATION OF OCCUPANCIES (BCNYS TABLE 508.3.3)

GROUP A-3 1-HR (SPRINKLER SYSTEM EXCEPTION: 1HR LESS)  
GROUP E - Day Care 1-HR (SPRINKLER SYSTEM EXCEPTION: 1HR LESS)  
GROUP S1 1-HR (SPRINKLER SYSTEM EXCEPTION: 1HR LESS)

INTERIOR FINISHES

CLASSIFICATION 2020 BCNYS 803.1.2  
A-FLAMESPREAD 0-25, SMOKE DEV. 0-450  
B-FLAMESPREAD 26-75, SMOKE DEV. 0-450  
C-FLAMESPREAD 76-200, SMOKE DEV. 0-450

OCCUPANCY - ASSEMBLYGROUP A-3 (SPRINKLERED)  
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ROOMS & OTHER SPACES - CLASS C

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TABLE 803.13  
EXIT PASSAGEWAY - CLASS B  
EXIT CORRIDORS - CLASS C  
ROOMS & OTHER SPACES - CLASS C

FIRE PROTECTION SYSTEMS BCNYS 903  
SPRINKLER SYSTEMS PROVIDED  
FIRE ALARMS TO BE IN ACCORDANCE WITH BCNYS 907

### APPLICABLE CODES

BUILDING: 2020 BUILDING CODE OF NEW YORK STATE  
2020 EXISTING BUILDING CODE OF NEW YORK STATE  
ENERGY CONSERVATION CODE OF NEW YORK STATE  
ICC/ANSI A117.1 - 2021 HANDICAP ACCESSIBILITY CODE

PLUMBING: PLUMBING CODE OF NEW YORK STATE  
ELECTRICAL: ELECTRICAL CODE OF NEW YORK STATE  
CHAPTER 27 - NFPA 70, NATIONAL  
ELECTRIC CODE

USE & OCCUPANCY CLASSIFICATIONS (2020 BCNYS 304) GROUP A & EDUCATIONAL - DAY CARE GROUP E

TYPE OF CONSTRUCTION Type 2B Non-Combustible exterior walls and metal roof framing

FIRE PROTECTION Existing fire suppression system

FIRE-RESISTANCE RATING TO BE IN ACCORDANCE WITH BCNYS TABLE 601 FOR TYPE 2B CONSTRUCTION

MINIMUM NUMBER OF PLUMBING FIXTURES Table 2902.1, Building Code of NYS 2020	OCCUPANTS	TOILETS	SINKS	WATER FOUNTAINS	SERVICE SINKS
BUSINESS GROUP B Fixtures Provided	47 Occupants	2 Male, 2 Female (1 per 25 male & female required)	2 Male, 2 Female (1 per 25 male & female required)	1 (1 per 100 required)	1 shared w/ Units 2 & 3
EDUCATIONAL GROUP E - Day Care Fixtures Provided	111 Occupants	2 Male, 2 Female (1 per 50 required)	2 Male, 2 Female (1 per 50 required)	1 (1 per 100 required)	1 shared w/ Units 1 & 3

SEPARATE FACILITIES (2902.2) SEPARATE EMPLOYEE FACILITIES SHALL NOT BE REQUIRED IN TENANT SPACES WITH A TOTAL OCCUPANT LOAD OF 15 OR LESS, AND IN MERCANTILE OCCUPANCIES WITH AN OCCUPANT LOAD OF 50 OR LESS.

ACCESSIBILITY Accessible routes: Interior to comply with exist. Building Code 605.2 to the max. extent technically feasible. Walks with slope 1:20 to comply with ICC/ANSI 117.1 Section 405. Accessible parking spaces: 2% of parking spaces not less than 1 must be accessible with 8 ft access aisle.

### OCCUPANCY CALCULATIONS

OCCUPANCY TYPE BCNYS 304, 305 & TABLE 1004.5	NYSBC FLOOR AREA PER OCCUPANT	FLOOR AREA	NUMBER OF OCCUPANTS
GROUP A-3 MARTIAL ARTS CENTER			
EXERCISE AREA	50 GROSS	2,131 NSF	43
BUSINESS AREA	150 GROSS	108 NSF	1
RECEPTION (Waiting Area)	15 GROSS	276 NSF	19
STORAGE	300 GROSS	101 NSF	1
TOTAL NO. OF OCCUPANTS FOR SPACE: 64			
GROUP E - DAY CARE FACILITIES FOR SCHOOL-AGED CHILDREN K-12 SHOPS & OTHER VOCATIONAL ACTIVITIES BUSINESS AREA RECEPTION (Waiting Area) STORAGE	35 NET 150 GROSS 15 GROSS 300 GROSS	2,131 NSF 108 NSF 276 NSF 101 NSF	61 1 19 1
TOTAL NO. OF OCCUPANTS FOR SPACE: 82			

### LIST OF DRAWINGS

A-1 GENERAL NOTES, PARKING DATA, BUILDING CODE DATA, OCCUPANCY CALCULATIONS, LOCATION PLAN, FLOOR PLAN, ELECTRICAL & SPRINKLER PLAN

# Westchester Power

## Village of Ardsley- Board of Trustees Meeting



9/6/22

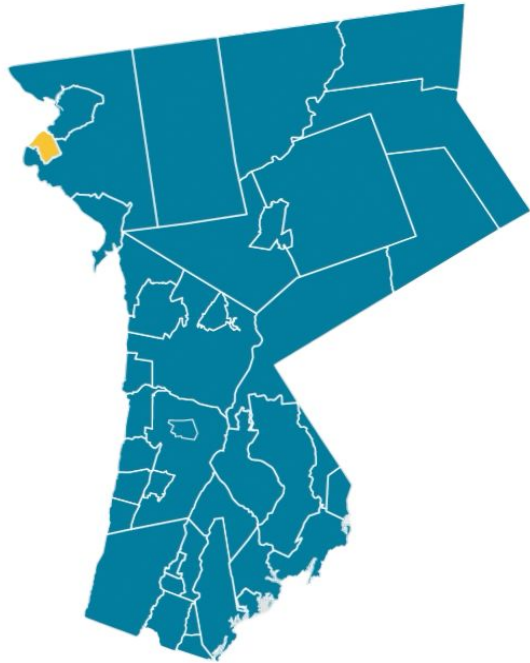
Presented by:

Carmen Santos, Manager, Solar Programs



**SUSTAINABLE  
WESTCHESTER**

# SUSTAINABLE WESTCHESTER



- **Sustainable Westchester is a local nonprofit based in Mount Kisco, New York.**
- **Members include 44 municipalities (cities, towns, and villages) in Westchester + the County itself.**
- **Offers environmentally & fiscally sound solutions to build resilient communities.**
- **Many of our programs focus on achieving a “clean energy” environment.**



# SUSTAINABLE WESTCHESTER PROGRAMS

## COMMUNITY ENERGY

WESTCHESTER POWER



COMMUNITY SOLAR

## BUILDING ENERGY

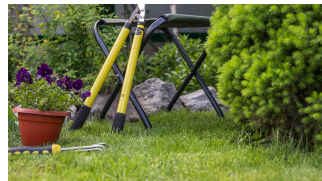
CLEAN HEATING & COOLING  
EnergySmart HOMES & COMMERCIAL



GRID REWARDS™

## ELECTRIFICATION SOLUTIONS

CLEAN TRANSPORTATION



SUSTAINABLE LANDSCAPING  
LAND CARE AND ELECTRIC TRANSITION

## ZERO WASTE


RECYCLE RIGHT APP





# NYS CLIMATE LAW: LEADS THE NATION

## Climate Leadership and Community Protection Act



**70%** Renewable energy by 2030 (now under 30%)

**40%** Greenhouse Gas Emission reduction by 2030 (85% by 2050)

**35%** Benefits of clean energy and energy efficiency programs delivered to Disadvantaged Communities



# This presentation answers these questions:

## COMMUNITY ENERGY

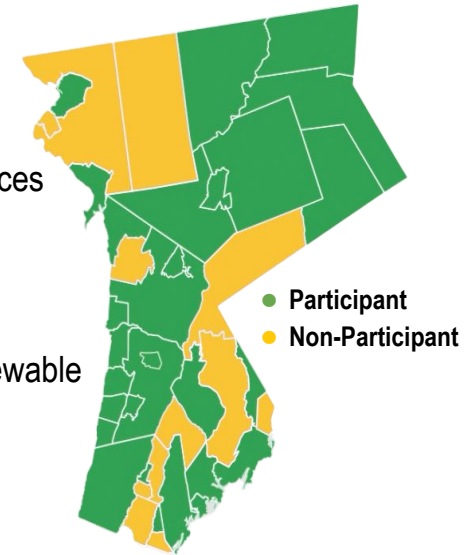
WESTCHESTER POWER



1. What is the **Westchester Power** community energy program?
2. **What is the Westchester Power Solar Credit offering?**
  - 2.1. What is the timeline for launching Solar Credit offering?
  - 2.2. Why are households in utility assistance program a priority for Solar Credits?
  - 2.3. How do we prioritize utility assistance program households?
  - 2.4. How does the Solar Credit offering work?
  - 2.5. How are the Solar Credits applied to a bill?
  - 2.6. What are other benefits for solar credits?
  - 2.7. What are our support services for Solar Credit offering?
  - 2.8. What are the next steps for Ardsley to participate?
    - **Adopt updated local CCA enabling law**

# 1. What is Westchester Power?

- Community energy program administered by Sustainable Westchester for **29 Participating Municipalities** (a.k.a. “Community Choice Aggregation (CCA)”)
  - **Regulated** by NYS Public Service Commission (PSC)
  - **Municipally reviewed and approved** as a safe avenue for clean energy choices
  - Program uses **opt-out model** for all its offerings
  - **Two offerings** from Westchester Power:
    - **Electricity Supply** launched in 2016. Fixed rate electricity supply from renewable energy or standard grid mix. **145,000** households and small businesses participate in **29** municipalities.
- NOTE: Electricity Supply offering is not available for households enrolled in the utility’s assistance programs** because fixed rate cannot guarantee saving.
- **Solar Credit** launching Q4 2022 (enhanced community solar)



## 2. Westchester Power's Solar Credit offering

- A enhanced **community** (shared) **solar** offering that provides **solar credits (monetary savings)** in electricity bills to eligible participants on an **opt-out basis**.
- **Low- to moderate-income households** are our **top priority** to receive solar credit savings and increase climate justice.
- Because **solar credits do guarantee savings**, **all households enrolled in utility's assistance programs** are eligible to receive solar credits.
- The Solar Credit offering will be made available to **all Westchester County municipalities**.



## 2.1. Timeline for launching Solar Credit offering



- **Aug 2021:** Sustainable Westchester **submits Solar Credit plan** to NYS PSC.
- **Oct 2022:** Estimated **NYS PSC approval** our Solar Credit plan.
- **Jul - Dec 2022:** **Municipalities adopt the local Enabling Law.**
- **Oct 2022 - ongoing:** **Begin the required 60 day education and outreach** in municipalities that choose to participate in the offering.
- **Jan 2023 - ongoing:** **Obtain NYS approval for each municipality** that undergo 60 days of outreach.
- **Apr - May 2023:** Households enrolled in the utility assistance program in first participating municipalities **start to see the savings.**
- **2023 - 2024:** **Continue enrolling utility assistance program households** as more solar projects are contracted.
- **2024 - beyond:** After serving all the assistance program households, the offering is **expanded to households/businesses/organizations** in Disadvantaged Communities and eventually to all others across Westchester County.



## 2.2. Why are households in utility assistance program a priority for the Solar Credit offering?

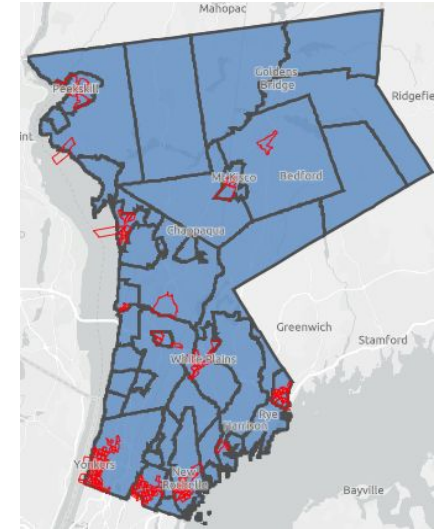
- Households enrolled in the utility assistance programs face the highest burden of energy costs with greatest need for any savings from solar credits.
- Utility assistance program participants may be recipients of:
  - Home Energy Assistance Program (HEAP)
  - Supplemental Nutrition Assistance Program (SNAP)
  - Supplemental Security Income (SSI)
  - Temporary Aid to Needy Families (TANF)
  - Safety Net Assistance (SNA)
  - Medicaid and other similar programs...

Note: Enrollees in utility' energy assistance programs are referred to as **Assistance Program Participants (APP)** by the PSC.



## 2.3. How do we prioritize utility assistance program households?

- **30,000+ households in utility assistance programs in Westchester County** and approximately **84 in Ardsley**, according to US Census American Community Survey data.
- Households in **census tracts designated as Disadvantaged Communities (DACs)** are being prioritized.
  - DAC criteria is developed by the Climate Justice Working Group and takes into account Environmental Burdens and Population Vulnerabilities.
- After that, we will prioritize households in **non-DAC designated census tracts with the lowest Area Median Household Income**.
- Households in utility's assistance programs in municipalities that **adopt the enabling law sooner will be prioritized** over those municipalities that adopt it later on.
- We will **enroll households in utility's assistance programs across all municipalities participating in the Solar Credit offering** before moving to the next customer group, households in DACs **not** in the utility's assistance programs.



- **Designated Disadvantaged Communities**

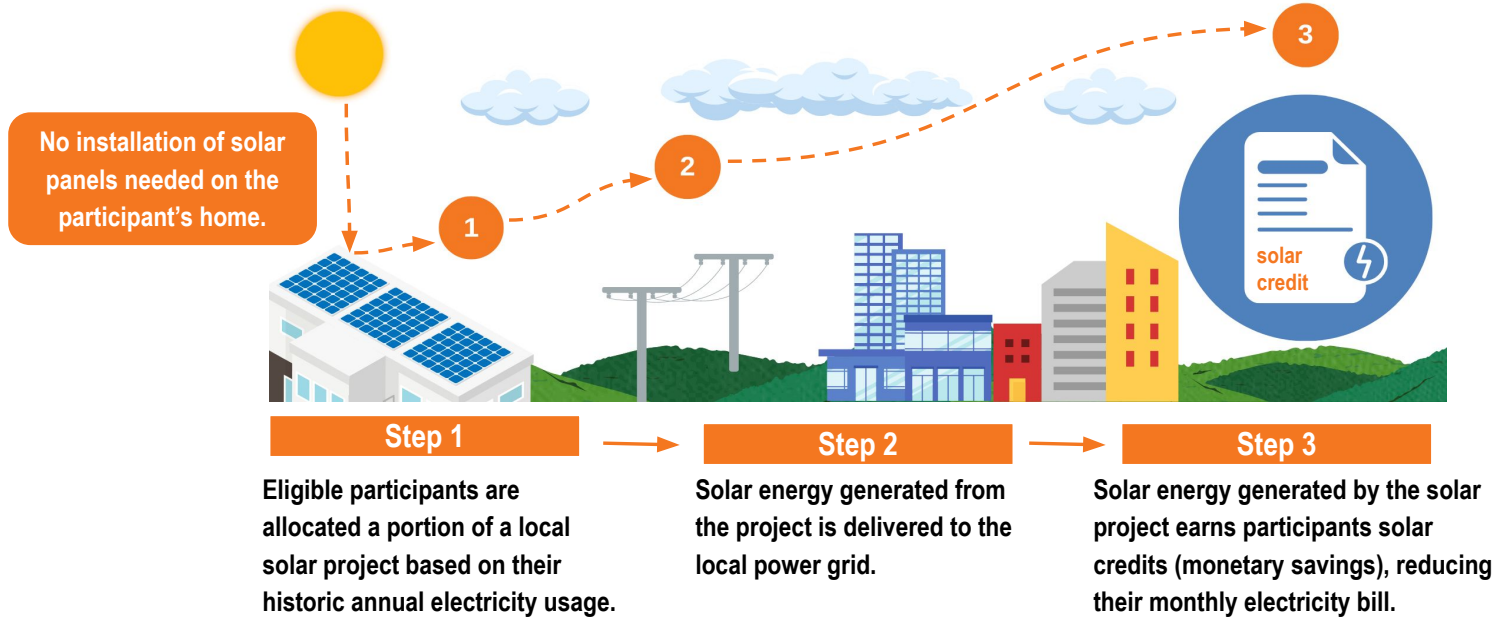


Source: <https://climate.ny.gov/>



## 2.4. How does the Solar Credit offering work?

The Solar Credit offering uses NYS's community solar model:





## 2.4. (cont'd) How does the Solar Credit offering work?

### Notification and Enrollment Process:

1. **Sustainable Westchester performs targeted outreach** in each participating municipality through meetings, webinars, etc.
2. **Notification letters are sent to each eligible households** as local solar project capacity becomes available.
3. Eligible community members have **30 days to opt out before being automatically enrolled** as subscribers to the Solar Credit offering.
4. Households that **choose not to opt out of the offering are matched to a local solar project** for enrollment using NYS community solar model.



## 2.4. (cont'd) How does the Solar Credit offering work?

The Solar Credit offering uses an opt-out model:

- Although NYS's community solar model has been around **for over 5 years**, the participation of low-to-moderate income households on a sign-up basis has been very low to date, despite **significant** efforts to reach them.
- To **reach and direct benefits to low-to-moderate income households on a large scale**, Sustainable Westchester is using **the Westchester Power program and its opt-out model**.



## 2.5. How are Solar Credit savings applied to a bill?

For example in this ConEd bill the participant's **electricity charge is \$150** this month:

1. The participant earned a **\$100 solar credit**
2. A **\$90 solar credit subscription fee** is applied
3. After the subscription fee reduces the solar credit, the participant **retains \$10 (10% of the solar credit savings)**. This will be titled **"Adjustments"** on the participant's bill.
4. The participant **pays \$140 in total**, a \$10 savings on the overall electric bill this month!

Con Edison, Inc.	
<b>Your new charges</b>	
Esco electricity supply charges	\$72.25
Con Edison delivery charges	\$77.75
<b>Adjustments</b>	<b>-\$10.00</b>
<hr/>	
<b>Total new charges</b>	<b>\$140.00</b>

Total electricity charge originally due is \$150

This is your 10% solar credit savings.

## 2.6. What are the benefits for solar credits?

### Benefits for Households:

- **Save on each electricity bill!**
  - Average assistance program household saves \$110/year (\$9/month).
  - 30,000+ households in utility's assistance programs have potential \$62 million in savings over 20 years.
- **How customers pay their bills will remain the same.** Solar credit savings will be printed on each bill.
- **Remain enrolled in utility assistance programs!** When eligible participants receive **solar credits**, this has **no impact** on their current assistance program benefits



## 2.6. (cont'd) What are other benefits for solar credits?

### Benefits for Households:

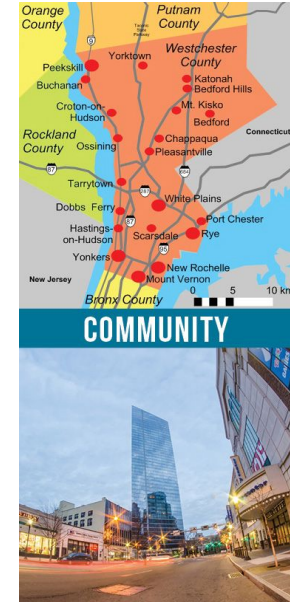
- **Keep preferred electricity supplier**
  - If you have NYSEG now, you can keep NYSEG with no impact on or effect from your solar credits.
- **Use your power to choose.**
  - Eligible participants may choose to participate by doing nothing or to opt out by calling, emailing, or mailing us at any time at no cost.
- **Cancel anytime without penalty.**
- **Support a local solar farm**
  - Solar credits must come from solar farms in NYSEG territory.
  - Each project decreases fossil fuel use, improves air quality, and provides local jobs for installation and operation.



## 2.6. (cont'd) What are other benefits for solar credits?

### Benefits for Communities:

- Promotes climate justice
- Strengthens local economies with retained savings
- Stimulates and accelerates local renewable energy development at scale, along with environmental benefits & green jobs
- Advances several Reforming the Energy Vision and Climate Leadership and Community Protection Act goals



## 2.7. Our Support Services for Solar Credit offering

- **Community outreach** – virtual and in-person (as available) community information sessions
- **Collateral material** (to include newsletter content, social media, flyers, etc.)
- **Notification letter** sent directly to eligible residents and small businesses to include program offerings, opt-out option and resources links
- **Customer service** – Monday through Friday, 9am to 5pm (phone calls and emails)
- **Support for spanish-speaking residents** by offering materials and customer service in Spanish





## 2.8. Next steps for Ardsley

1. **Municipalities** that wish to make the Solar Credit offering available to their eligible residents must:
  - **Adopt Updated Enabling Law:** The PSC requires that participating municipalities adopt specific language adopting the Solar Credit offering.
  - **Sign the Administration Agreement:** To enable the Solar Credit offering for your constituents, your municipality must execute the Administration Agreement.
2. After the enabling law is adopted, **Sustainable Westchester starts targeted community outreach**
  - For NYS approval of municipal participation we must submit:
    - a copy of municipality's up-to-date local enabling law,
    - evidence of at least 2 months of outreach and education after adoption of the enabling law, and
    - a sample notification letter.





# Enabling Law Updates

- The major impetus behind these updates of the enabling law is recent decisions by the PSC that have clarified CCA's procedures and **inclusion of new product offerings such as opt-out Community Distributed Generation under CCA**
- Sustainable Westchester has worked on definitions of both existing terms and new terms and concepts to help our municipalities participate in opt-out CDG
- **This work has been reviewed by the Department of Public Services and Pace Energy & Climate Center**

## What else can municipalities do to help our Solar Credit offering?

- **Involve Sustainable Westchester** in all solar and energy storage projects for which your municipality is a stakeholder
  - Some of these projects may be able to brought into the Solar Credit offering





**SUSTAINABLE  
WESTCHESTER**

**THANK YOU!**

**Carmen Santos, Manager, Solar Programs**

**[Carmen@sustainablewestchester.org](mailto:Carmen@sustainablewestchester.org), 914-242-4725 x 105**



## MINUTES

### Ardsey Village Board of Trustees

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**8:00 PM - Monday, August 1, 2022**

Meeting Held Via Zoom Platform

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

Absent:

**1. PLEDGE OF ALLEGIANCE** Mayor Kaboolian called to order the Regular Meeting at 8:02 p.m.

Board Members Present:

Mayor Nancy Kaboolian

Deputy Mayor/Trustee Andy DiJusto

Trustee Asha Bencosme

Trustee Steve Edelstein

Trustee Craig Weitz arrived at 8:12 p.m.

**INTRODUCTION OF NEW YOUTH ADVOCATE** Amanda Casey

Mayor Kaboolian introduced Ardsley's new Youth Advocate Ms. Amanda Casey.

Ms. Casey provided a brief background about experience and looks forward to being part of our community and working with our kids.

**2. APPROVAL OF MINUTES:**

2.1 July 5, 2022 Regular Meeting Minutes

**Moved by Trustee DiJusto, Seconded by Trustee Edelstein**

**Carried by the following votes: 3-0-1**

**Ayes: Mayor Kaboolian, Trustee Edelstein and Trustee DiJusto**

**Nays: None**

**Abstained: Trustee Bencosme RESOLVED**, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of July 5, 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 may have been submitted in memorandum form and would like a brief Executive Session for Legal Advice after the meeting.

**2. MANAGER**

- 2.a Village Manager Joseph Cerretani read the following report:

1. SANITARY/STORM SEWER MAPPING PROJECT: We had put the bid out for the closed camera television inspection services of the sanitary sewer system and that bid was opened July 15; however, we did not receive any responsive bids. We rebid the project and are now taking a more active role in reaching out to vendors in the area to get more activity this go around. We hope to have a recommendation for contract award at the September 6 Regular Meeting. As previously mentioned, it will be our plan to prioritize the inspection of infrastructure located under streets that are on our curbing/paving schedule for this year, so that any necessary actions can be taken in advance of paving, which would eliminate the need for future roadway restoration efforts if sewer infrastructure improvements are needed.
2. PAVING & CURBING: The Village Board has awarded the contracts for our paving and curbing program for this fiscal year at the last Regular Meeting held on July 5. We are coordinating the projects with our consulting engineers, contractors, and Department of Public Works. We will be keeping the public informed as to road closures or changes to traffic patterns through email blasts and Nixle alerts as we become aware.
3. LABOR DAY CLOSING: All offices, including the Library, Community Center, Court, and the Department of Public Works will be closed Monday, September 5, 2022 in observance of Labor Day. Since there will be no garbage collection on Monday, there will be Village –wide garbage collection on Tuesday, September 6, 2022. The rest of the week will follow the normal schedule.

4. **METAL & E-WASTE RECYCLING:** Ardsley Public Works has implemented a new procedure for curbside collection of metal & electronics to residents on Wednesdays. The cut off to schedule a Wednesday metal/electronic collection is noon on Tuesdays. To schedule an appointment please visit Public Works website page at [www.ardsleyvillage.com](http://www.ardsleyvillage.com). For assistance please call Highway Dept. at 914-693-0117 or Village Hall at 914-693-1550.
5. **EARLY VOTING:** Early voting for the August Primary Election in the Village of Dobbs Ferry will take place in the first floor lobby at Dobbs Ferry Village Hall beginning August 13th. For dates and times you can call the Village Clerk, Ann Marie Rocco at 914-693-1550. Or visit our website at [www.ardsleyvillage.com](http://www.ardsleyvillage.com).

**Aug. 23, 2022 Primary Election New Early Voting Hours:**

- Saturday, Aug. 13, 2022 from 10 a.m. until 6 p.m.
- Sunday, Aug. 14, 2022 from 10 a.m. until 6 p.m.
- Monday, Aug. 15, 2022 from 8 a.m. until 4 p.m.
- Tuesday, Aug. 16, 2022 from noon until 8 p.m.
- Wednesday, Aug. 17, 2022 from 8 a.m. until 4 p.m.
- Thursday, Aug. 18, 2022 from noon until 8 p.m.
- Friday, Aug. 19, 2022 from 8 a.m. until 4 p.m.
- Saturday, Aug. 20, 2022 from 10 a.m. until 6 p.m.
- Sunday, Aug. 21, 2022 from 10 a.m. until 6 p.m.

**If you have questions regarding this Primary Election please contact Westchester County Board of Elections at 914-995-5700.**

### **3. TREASURER**

3.a August 1, 2022 Abstract Report

Village Manager Cerretani read the August 1, 2022 Abstract Report as follows: From the General Fund: \$359,464.15 from the Trust & Agency Fund: \$4,886.10 and from the Capital Fund: \$175,807.00, Sewer Fund: \$1,291.77.

**Moved by Trustee Weitz, Seconded by Trustee DiJusto**

**Carried by the following votes: 5-0-0**

**Ayes: Mayor Kaboolian, Trustee Edelstein, Trustee DiJusto, Trustee Weitz, Trustee Bencosme**

**Nays: None RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$359,464.15 from the Trust & Agency Fund: \$4,886.10 and from the Capital Fund: \$175,807.00, Sewer Fund: \$1,291.77

### **4. BUILDING**

4.a June 2022 Building Department Report

Mayor Kaboolian accepted the following June 2022 Building Department Report under submission:

26 Building permits  
11 Application fees  
5 Certificates of Occupancy  
8 Plumbing permits  
6 Electrical permits  
0 Title Searches  
5 Miscellaneous  
Total received - \$53,096.25

Other activities:

66 Building inspections performed  
21 Zoning inspections performed  
0 Fire Inspections performed  
8 Violations issued  
8 Warning Notice  
0 Appearance Ticket

**5. FIRE**

5.a June 2022 Fire Department Report

Mayor Kaboolian accepted the following June 2022 Fire Department Report under submission:

June 2, 9, 16, 23 Department Training Drills  
June 3 Members participated in the annual Pleasantville Fire Dept. parade  
June 11 126th Annual Fire Department Inspection was held  
June 17 Chiefs Knoesel, Podolski Lindsay, Ex-chief Murray, and Captain Baker attended the Hudson Valley Volunteer Firemen's Association convention award ceremony.  
June 20 Chief Lindsay assisted in summer camp tour of the Firehouse.  
June 25 Chief Lindsay attended Ossining Fire Department Inspection.  
June 29 Members participated in the annual Mamaroneck Fire Dept. parade.  
Total calls for the month of June: 19

Training Officers Report - June 2022

- June 2nd Training Hrs. 34.00, 17 Members present-inspection drill cleaned engines & parade prep.
- June 9th Training Hrs. 34, 17 Members present -inspection drill cleaned and prepared firehouse for inspection.
- June 16th Training Hrs. 40, 16 Members present-Hose line & ladder ops
- June 23rd Training Hrs. 30, 12 Members present -Deck gun & hose line ops

- June 30th -No Drill
- Online training McNeil & Company Training 70 hrs, Inspection 68 hrs, Maintenance 0.00 hrs, NYS 0.00 hrs, Online training 0.00 hrs,
- Total 138.00 hours

## 6. POLICE

### 6.a June 2022 Police Department Report:

Chief Piccolino reported the following activities for June 2022:

Monthly Report June – 2022

Property lost or stolen -\$75,097.87

Property Recovered---- \$75,097.87

Court fines and fees --- \$77,939.00

Alarm fines and fees--- \$115.00

Meter collection-----\$2,075.75

Traffic Accidents----- 9

Arrests----- 4

Calls for service----- 268

Investigations----- 7

Impounded vehicles-----0

UTT summonses issued---- 7

Parking summonses issued- 66

Appearance tickets issued— 1

Total summonses issued---- 74

June Events 2022:

Training

Total training for the month of June 150 hrs. Which consisted of SWAT, Human trafficking, Use of Force, First Aid, CPR, AED, Narcan, FTO (field training officer), Unified response team training and Supervisory skills training.

## COMMUNITY POLICING

Community Policing Officers conducted the following events and details:

Child Passenger Safety Seat unit Installed 8 child seats and issued 0

Attended the following:

- Ardsley SAFY Coalition meeting
- AHS school safety meeting
- State of New York Police Juvenile Officer’s Association meeting
- Attended the graduation and moving up ceremonies of the Concord Road, Middle and High Schools.
- Concord Road School safety meeting

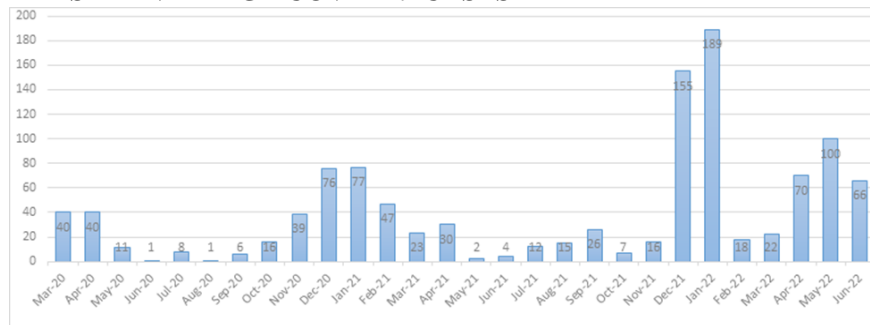


- Ardsley High School Prom
- Participated at the Ardsley High School senior class 2022 celebration
- Participated and conducted lock down drills at the Ardsley High School, Middle and Concord Road schools. Escorted Concord Road School 3rd grade students on a field trip to the Ardsley Public Library
- Attended Westchester County Youth Officers Association meeting
- Pride Day parade
- Ardsley Police & PBA attended the AHS scholarships awards ceremony They issued 2 scholarships to students who will be attending college and Majoring in criminal justice
- Assisted and participated with senior class of 2022 with the walk thru event at Concord Road & Ardsley Middle schools
- Attended and assisted with the Concord Road 4th grade picnic event
- Juneteenth Event
- Ice cream social event
- Senior citizens BBQ luncheon

**Community information**

The department maintains a key file and dark house list. If you plan to be away and would like an officer to check your house, call the police department at 914-693-1700 and provide the necessary information. You may also leave a key on file at the station in the event of an emergency.

**ARDSLEY 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 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
- 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
- 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 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 Omicron Variant: What You Need to Know

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.

#### 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. Stay home except to get medical care.

o 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.

o Take care of yourself. Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.

o 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.

o Avoid public transportation, ride-sharing, or taxis if possible.

o 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.

o 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, local external icon, and territorial health department's website to look for the latest local information on testing sites. 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.

- 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.

If you are sick, wear a well-fitting mask

- You should wear a mask if you must be around other people or animals, 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.

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.

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.

- o Use a product from EPA’s List N: Disinfectants for Coronavirus (COVID-19)[external icon](#)

- o 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).

- o You may also need to wear personal protective equipment, such as gloves, depending on the directions on the product label.

- o Immediately after disinfecting, wash your hands with soap and water for 20 seconds.

- o 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.

## 7. MAYOR’S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Our Groundbreaking Ceremony took place on Tuesday, July 26th and thanked everyone for attending.
- Shout out to our Village Treasurer, Leslie Tillotson and Village Clerk, Ann Marie Rocco for providing service to our Vendors and Residents.



- There are 40 cases of the Monkeypox in Westchester County
- Covid-19 cases have stayed steady in the County.

## 8. COMMITTEE & BOARD REPORTS

Trustee DiJusto announced the following:

- Attended the Groundbreaking Ceremony for the Highway Garage
- Attended the ice cream social

Trustee Weitz announced the following:

- The Ardsley Tennis Tournament is back. The Tournament is on September 10th and 11th at the Ardsley Tennis Courts at Pascone Park. To register visit [ardsleyny.myrec.com](http://ardsleyny.myrec.com)

Trustee Bencosme did not have anything to report.

Trustee Edelstein announced the following:

- September 17th -Welcome Back Ardsley Event  
Come out for a community gathering event on September 17th from 3-7 PM in Pascone Park.  
Representatives from the many community groups are hosting tables. Stop by to learn more about how they enrich our community. Join us for fun including a bubble bus, games led by some of our great recreation program instructors, a DJ, Touch-A-Truck, food trucks and more.  
For more information regarding this event or to volunteer please email: [placy@ardsleyvillage.com](mailto:placy@ardsleyvillage.com)

### 4. VISITORS

### 5. OLD BUSINESS:

### 6. NEW BUSINESS:

- 6.1 Consider a Resolution Appointing Police Officer Anthonyross Paguio

**Moved by Trustee Bencosme, Seconded by Trustee Edelstein**

**Carried by the following votes: 5-0-0**

**Ayes: Mayor Kaboolian, Trustee Edelstein, Trustee DiJusto, Trustee Weitz, Trustee Bencosme**

**Nays: None RESOLVED**, that the Village Board of the Village of Ardsley hereby appoints Anthonyross Paguio to the position of Police Officer Fourth Grade, contingent upon successfully meeting all Civil Service requirements at the annual salary of \$75,230.00, effective 8/15/2022; and

**BE IT FURTHER RESOLVED**, that in accordance with the civil service rules and regulations of the Westchester County Department of Human Resources such appointment is subject to a probationary period of not less than 12 weeks and no more than 52 weeks.

- 6.2 Consider a Resolution Of The Village Board Board Declaring That The Village Board Will Act As The Lead Agency For The Following Proposed Action:  
Development At 774 Saw Mill River Road In The Village Of Ardsley

**Moved by Trustee Edelstein, Seconded by Trustee Bencosme**

**Carried by the following votes: 5-0-0**

**Ayes: Mayor Kaboolian, Trustee Edelstein, Trustee DiJusto, Trustee Weitz, Trustee Bencosme**

**Nays: None 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)(2), 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; and

**WHEREAS**, on 6/21/22 the Village Board did declare its intent to act as Lead Agency for the coordinated review of the Proposed Action and did recognize 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

**WHEREAS**, copies of the Notice of Intent and supporting materials were provided to each of the aforementioned interested or involved agencies and provided a minimum of 30 days to provide a response to the Village; and

**WHEREAS**, to date, the Village has only received comments from the Westchester County Planning Board (the "County") in correspondence dated 6/30/22 in which the County did not object to the Village Board assuming the role of Lead Agency; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Village Board does hereby assume the role of Lead Agency and will conduct a coordinated environmental review as required by SEQR Part 617.7 and does hereby direct that the application materials be formally referred to the Village of Ardsley Planning Board and Board of Architectural Review for their review and report back to the Village Board.

- 6.3 Consider a Resolution Declaring Lead Agency & Scheduling a Public Hearing for Bellantoni's Tae Kwon Do Inc., UMAC Ardsley 15 Center Street

**Moved by Trustee DiJusto, Seconded by Trustee Weitz**

**Carried by the following votes: 5-0-0**

**Ayes: Mayor Kaboolian, Trustee Edelstein, Trustee DiJusto, Trustee Weitz, Trustee Bencosme**

**Nays: None RESOLVED**, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for site plan approval for a proposed permit to add a day care center for children in grades K-12 in the existing martial arts studio at 15 Center Street.

**NOW THERE FORE BE IT FURTHER RESOLVED**, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, September 6, 2022 to discuss the proposed permit.

**7. CALL FOR EXECUTIVE SESSION-LEGAL ADVICE**

**8. ADJOURNMENT OF MEETING**

- 8.1 Adjournment

**Moved by Trustee Weitz, Seconded by Trustee DiJusto  
Carried by the following votes: 5-0-0**

**Ayes: Mayor Kaboolian, Trustee Edelstein, Trustee DiJusto, Trustee Weitz,  
Trustee Bencosme**

**Nays: None RESOLVED**, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, August 1, 2022 at 8:32 p.m. to enter into Executive Session for Legal Advice and not to return.

**9. ANNOUNCEMENTS**

- August 6th Summer Concert Series: Flight Risk 7:00 pm
- August 8th Planning Board Meeting 8:00 pm
- August 9th Recreation Commission Meeting 8:00 pm
- August 9th Multicultural Diversity & Inclusion Committee 7:30 pm
- August 9th Board Of Architectural Review Meeting 8:00 pm
- August 18th Library Board Meeting 7:30 pm
- August 18th Summer Concert Series: The Larry Stephens Band 7:00 pm
- August 24th Zoning Board Meeting 8:00 pm

**10. NEXT BOARD MEETING:**

- **Board of Trustees Work Session Wednesday, August 10, 2022 7:30 pm**
- **Board of Trustees Legislative Meeting Tuesday, September 6, 2022 8:00 pm**

\_\_\_\_\_  
Village Clerk, Ann Marie Rocco

\_\_\_\_\_  
Date:

## ABSTRACT FOR VILLAGE BOARD MEETING OF SEPTEMBER 6TH, 2022

GENERAL FUND \$427,301.78

TRUST & AGENCY FUND \$2,794.00

CAPITAL FUND \$81,360.40

SEWER FUND \$11,442.36

Date	Vendor Name	Description	Amount
8/15/2022	PRECISE TRANSLATIONS LLC	Interpreters for Court	\$225.00
9/28/2021	FUNDAMENTAL BUSINESS SERVICE I	Receivables Service	\$21.00
9/28/2021	FUNDAMENTAL BUSINESS SERVICE I	Receivables Service	\$183.00
8/15/2022	FUNDAMENTAL BUSINESS SERVICE I	Receivables	\$55.50
8/15/2022	FUNDAMENTAL BUSINESS SERVICE I	Receivables	\$448.50
8/10/2022	NYSAMCC INC	Membership Renewal	<u>\$50.00</u>
		<b>Ardsley Court Subtotal</b>	<b>\$983.00</b>
7/29/2022	Vincent Giordano	Service for 7-11-22 to 7-22-22	\$412.00
8/9/2022	VINCENT GIORDANO	Service for 7-25 to 8-5	\$412.00
8/16/2022	ALFREDO DIVITTO	Service for 7-25 to 8-5	\$669.50
8/30/2022	VINCENT GIORDANO	Service 8-8 to 8-19	\$566.50
8/17/2022	ARDSLEY CAR WASH	Car Wash - Building Inspector	<u>\$18.45</u>
		<b>Building Dept. Subtotal</b>	<b>\$2,078.45</b>

7/20/2022	RICHARD M. BLASETTI JR.	Skatepark Surface Resealing	\$1,460.00
8/10/2022	Robert Miano	Summer Concert 8/6/22	\$700.00
8/15/2022	Sam's Club	Senior Activities	\$32.50
8/1/2022	Sam's Club	Senior Activities	\$181.46
8/17/2022	Vincent Gaudio	7/23/22 Summer Concert	\$700.00
8/19/2022	Alwin A.D. Jones	Juneteenth Entertainment	\$500.00
8/24/2022	Westchester County Health Dept	Food Permit Senior BBQ	\$85.00
8/16/2022	Andrea Lisnak	Security Deposit Refund	\$250.00
8/10/2022	WEST PAYMENT CENTER	online software subscription	\$281.14
8/16/2022	VERIZON	Usage for 8-10 to 9-9	\$52.06
8/18/2022	OPTIMUM	Usage for 8-8 to 9-7	\$29.95
8/26/2022	READERS HARDWARE INC	Cleaners	\$29.58
7/12/2022	BSN SPORTS INC.	bleachers	\$3,731.00
7/12/2022	BSN SPORTS INC.	bleachers	\$3,730.15
8/26/2022	SAW MILL STONE & MASONRY SUPPL	Top Soil	\$63.60
6/15/2022	Blanchard Promotional Partners	bball tank tops for program	\$796.00
8/10/2022	V. LORIA & SONS	men's softball trophy	\$122.00
8/10/2022	LARRY STEVENS LLC	Summer Concert	\$700.00
8/23/2022	Blanchard Promotional Partners	Tennis tournament shirts	\$1,797.33
8/26/2022	AYOOLA OBI	Summer tennis instructor	\$5,867.20
8/26/2022	US Sports Institute, Inc	Payment for instructor	\$760.00
5/31/2022	NATIONAL ENTERTAINMENT TECHNOL	Easter Eggs	\$465.00
8/10/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-5 to 8-3	\$54.29
8/15/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-5 to 8-3	\$121.48
8/16/2022	CON EDISON	Usage for 7-11 to 8-9	\$35.28
8/5/2022	superior Building Maintenance	July Cleaning Service	<u>\$336.00</u>
		<b>Community Center Subtotal</b>	<b>\$22,881.02</b>
8/16/2022	VERIZON	Usage for 8-10 to 9-9	\$492.63
8/9/2022	VILLAGE OF DOBBS FERRY	Diesel July 2022	\$680.78
8/9/2022	VILLAGE OF DOBBS FERRY	Gas July 2022	\$1,091.77
8/9/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-4 to 8-1	\$511.08
8/10/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-5 to 8-3	\$116.79
8/16/2022	CON EDISON	Usage for 7-11 to 8-9	\$280.85
8/3/2022	VERIZON WIRELESS	Usage for 6-24 to 7-23	\$308.78
8/30/2022	VERIZON	Usage for 8-22 to 9-21	\$34.67
		<b>Fire Dept. Subtotal</b>	<b>\$3,517.35</b>

8/16/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-5 to 8-3	\$122.24
8/3/2022	VERIZON WIRELESS	Usage for 6-24 to 7-23	\$40.39
8/11/2022	OPTIMUM	Usage for 8-8 to 9-7	\$208.56
8/10/2022	LONG ISLAND SANITATION EQUIP.	switch	\$94.25
8/10/2022	SCARSDALE FORD INC.	ac/compressor	\$440.00
8/10/2022	Allegiance Trucks	Tube Supply	\$164.42
8/11/2022	AIRGAS	cylinder rental	\$108.02
8/11/2022	JESCO INC	cutting edge bolts	\$168.62
8/23/2022	NATIONAL GEAR & PISTON	DEF fluid	\$316.97
8/26/2022	SCARSDALE FORD INC.	element/oil/resistor	\$128.15
8/26/2022	KIMBALL-MIDWEST	paint/cap/battery/gauge	\$310.86
8/26/2022	GABRIELLI TRUCK SALES LTD	gear set	\$93.74
8/18/2022	GABRIELLI TRUCK SALES LTD	Various Parts	\$594.12
8/18/2022	GABRIELLI TRUCK SALES LTD	Various Parts	-\$59.79
8/18/2022	GABRIELLI TRUCK SALES LTD	Various Parts	-\$95.36
8/10/2022	CORSI TIRE	tires/garbage truck	\$2,960.00
8/11/2022	CORSI TIRE	service tire install	\$704.35
8/23/2022	CORSI TIRE	Tires	\$1,380.00
8/23/2022	CORSI TIRE	Tires	\$371.64
8/10/2022	CON EDISON	Usage 6-30 to 7-31	\$340.32
8/16/2022	CON EDISON	Usage for 7-11 to 8-9	\$43.06
8/23/2022	REDICARE LLC	medical supplies	\$99.87
8/26/2022	WESTCHESTER WASTE OIL CO.	removal waste oil	\$175.00
8/30/2022	PARKWAY PEST SERVICES	August Service	\$150.00
8/26/2022	ARDSLEY MOTORS	inspection	\$37.00
8/9/2022	VILLAGE OF DOBBS FERRY	Diesel July 2022	\$6,724.51
8/9/2022	VILLAGE OF DOBBS FERRY	Gas July 2022	\$933.50
8/30/2022	BP	Fuel 7/28-8/27 inv62753304	\$93.88
8/26/2022	BOUND TREE MEDICAL, LLC.	Quik clot combat gauze	\$1,168.78
8/10/2022	VERDE ELECTRIC MAINTENANCE	traffic signal maintenance	\$988.00
4/16/2021	WALLAUER	cable ties	\$19.98
4/27/2021	WALLAUER	silicone	\$5.09
5/25/2021	WALLAUER	paint/brush	\$101.95
8/10/2022	BEN ROMEO CO INC	toilet paper/rakes	\$222.10
8/10/2022	THALLE INDUSTRIES	drainage stone	\$574.00
8/10/2022	WALLAUER	paint roller/chip brush	\$10.78
8/11/2022	THALLE INDUSTRIES	3.4 tracking stone	\$264.60

8/23/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$42.75
8/23/2022	SAW MILL STONE & MASONRY SUPPL	cement/sand	\$130.00
8/23/2022	SEA BOX INC	sea box rental	\$250.00
5/31/2021	WALLAUER	Gorilla Tape	\$35.97
8/18/2022	READERS HARDWARE INC	Padlock	\$34.39
8/26/2022	READERS HARDWARE INC	Tiedown	\$17.19
8/26/2022	READERS HARDWARE INC	Bolts	\$101.97
8/26/2022	READERS HARDWARE INC	Oil, Gloves	\$41.97
8/10/2022	RCA ASPHALT LLC	blacktop	\$384.58
8/10/2022	RCA ASPHALT LLC	blacktop	\$617.23
8/10/2022	RCA ASPHALT LLC	Blacktop	\$377.31
8/23/2022	RCA ASPHALT LLC	blacktop	\$523.17
8/9/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$1,137.50
8/16/2022	GRAINGER	Fence Screen	\$438.65
8/16/2022	GRAINGER	Credit	-\$357.38
8/5/2022	READERS HARDWARE INC	WHT Open FRNT	\$25.99
8/11/2022	EXPANDED SUPPLY PROD INC	split coupler/fitting	\$1,167.70
8/11/2022	EXPANDED SUPPLY PROD INC	bolts/washers/nuts	\$35.00
8/4/2022	WESTCHESTER COUNTY DEF	June Tipping Fee	\$6,161.05
8/4/2022	WESTCHESTER COUNTY DEF	July 2022 Tipping Fee	\$5,376.89
8/10/2022	New York Freightliner	springs/shock/insulator	\$171.19
8/23/2022	PROSPERO NURSERY	mulch	\$230.00
8/23/2022	PROSPERO NURSERY	mulch	<u>\$184.00</u>
		<b>Highway Dept. Subtotal</b>	<b>\$37,130.72</b>
8/9/2022	VERIZON	Usage 8-2 to 9-1	\$67.99
8/25/2022	VERIZON WIRELESS	Usage for 7-13 to 8-12	\$441.30
8/25/2022	OPTIMUM	Usage for 8-23 to 9-22	\$16.84
8/30/2022	VERIZON	Usage for 8-22 to 9-21	\$40.77
8/10/2022	BRUNI & CAMPISI INC	PD Emergency AC Repair	\$961.83
8/9/2022	VILLAGE OF DOBBS FERRY	Gas July 2022	\$3,145.23
2/15/2022	SPECIALTY WARNING SYSTEMS	Equipment for new Tahoe	\$4,595.00
2/15/2022	SPECIALTY WARNING SYSTEMS	Shipping	\$555.10
8/1/2022	Coban Technologies Inc.	Camera cords for new Tahoe	\$388.95
10/16/2020	EAGLE PT GUN T J MORRIS & SON	ammunition	\$2,018.40
10/16/2020	EAGLE PT GUN T J MORRIS & SON	ammunition	\$728.86
7/12/2022	NORTH AMERICAN RESCUE	Range trauma kit	\$257.98
8/1/2022	AAA EMERGENCY SUPPLY CO	recharge oxygen cylinders	\$97.00



8/11/2022	TMDE CALIBRATION LABS INC	Radar recertification	\$425.00
8/23/2022	Lawmen Supply Company	Batteries for car flashlights	\$73.32
8/23/2022	AXON ENTERPRISE, INC	Taser cartridges	\$1,018.60
8/26/2022	ORION SAFETY PRODUCTS	Road flares	\$519.39
8/26/2022	M.B.M. CONCEPTS INC.	Badges for new officers	\$438.30
8/26/2022	M.B.M. CONCEPTS INC.	Badges for new officers	\$438.30
8/26/2022	M.B.M. CONCEPTS INC.	Badges for new officers	\$438.30
8/26/2022	UPS STORE	Shipping back old voice rec	\$267.45
8/11/2022	CORSI TIRE	Tires for car 90	\$671.76
8/18/2022	Coban Technologies Inc.	Replacement wiring for new Tahoe	\$388.95
8/18/2022	Coban Technologies Inc.	Replacement wiring for new Tahoe	\$124.25
8/26/2022	CURRY CHEVROLET	Car 93 repairs	\$63.24
8/26/2022	CURRY CHEVROLET	Car 93 repairs	\$29.33
8/26/2022	ARDSLEY MOTORS	Car 93 inspection	\$37.00
8/10/2022	PARTNERS IN SAFETY INC	Physical for PO Paguio	\$170.00
8/11/2022	PARTNERS IN SAFETY INC	PO Paguio medical exam	\$48.00
8/26/2022	PARTNERS IN SAFETY INC	Physical for PO Guccione	\$170.00
5/31/2022	PUBLIC SAFETY PSYCHOLOGY	Braig, Rodriguez Evaluation	\$650.00
5/31/2022	PUBLIC SAFETY PSYCHOLOGY	Savarease Evaluation	\$325.00
7/12/2022	BUSINESS ELECTRONICS INC.	Replacement voice recorder	\$18,235.00
8/16/2022	XEROX CORPORATION	Usage for 6-30 to 7-30	\$183.32
6/7/2022	DUNCAN PARKING TECHNOLOGIES IN	Parking Meters	<u>\$465.00</u>
		<b>Police Dept. Subtotal</b>	<b>\$38,494.76</b>
8/23/2022	THE RIVERTOWNS ENTERPRISE	legal notices	\$31.50
8/23/2022	THE RIVERTOWNS ENTERPRISE	legal notice 9/6 PH	\$37.50
8/26/2022	THE JOURNAL NEWS	legal notices for bonds	\$374.00
6/27/2022	ROCKET PRINTERS	Shipping Fee	\$40.00
6/15/2022	W.B. MASON CO. INC.	Office Supplies	\$51.84
8/17/2022	PABCO INDUSTRIES, LLC.	Leaf Bags 2 Ply - 40 Packs	\$1,510.00
8/1/2022	Digiscribe International	Scan Documents	\$500.00
7/28/2022	BP	Usage for 6-28-22 to 7-27-22	\$174.00
8/2/2022	Quench	Usage for 5-1-22 to 7-31-22	\$351.00
8/2/2022	Pitney Bowes Reserve Account	Postage Refill	\$2,000.00
8/8/2022	Municipal Administrators Association	Dues for J. Cerretani	\$275.00
8/9/2022	New York Power Authority	July 2022 Usage	\$10,616.52
8/9/2022	Ameritas Life Insurance	August 2022 Statement	\$5,582.32
8/12/2022	Atlantic A Program of De Lage	Usage for 8/1/22 to 8/31/22	\$649.44

8/12/2022	New York Power Authority	Revised July Invoice	\$190.00
8/12/2022	Cardmember Service	July Statement	\$5,829.07
8/24/2022	Arthur J. Gallagher & Co	Backhoe Insurance	\$1,342.00
8/9/2022	STATE COMPTROLLER	Court Fees, Fines June 2022	\$22,709.00
8/31/2022	STATE COMPTROLLER	Court Fees, Fines July 2022	\$25,146.00
8/9/2022	DANZIGER & MARKOFF LLP	Professional Services	\$1,838.00
8/15/2022	THE RIVERTOWNS ENTERPRISE	Subscription Renewal	\$50.00
8/3/2022	STECICH MURPHY & LAMMERS LLP	Professional Service for July	\$821.00
6/2/2022	ROBERT PONZINI	Retainer for legal services	\$5,979.00
8/11/2022	ARIZENT	Legal Advertising	\$1,360.00
8/30/2022	CAPITAL MARKETS ADVISORS LLC	Public Improvement Serial Bond	\$13,110.00
8/9/2022	BOND SCHOENECK & KING	Professional Services June	\$8,856.75
8/24/2022	ORRICK HERRINGTON & SUTCLIFFE	Public Improvement Bonds	\$25,150.00
8/30/2022	BOND SCHOENECK & KING	7-2022 Professional Service	\$9,301.00
8/5/2022	superior Building Maintenance	July Cleaning Service	\$1,344.00
7/7/2022	Staples	Office Supplies	\$12.29
7/7/2022	Staples	Office Supplies	\$47.28
7/7/2022	Staples	Office Supplies	\$63.11
7/7/2022	Staples	Office Supplies	\$137.34
7/7/2022	Staples	Office Supplies	\$42.86
7/7/2022	Staples	Office Supplies	\$24.64
7/7/2022	Staples	Office Supplies	\$62.11
7/7/2022	Staples	Office Supplies	\$139.72
7/7/2022	Staples	Office Supplies	\$51.84
7/20/2022	ROCKET PRINTERS	2000 #10 Window Envelops	\$225.00
7/20/2022	ROCKET PRINTERS	1500 #10 Non-Window Envelopes	\$185.00
8/18/2022	FEDEX	Delivery Charges	\$121.62
8/10/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-5 to 8-3	\$245.87
8/16/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7-5 to 8-3	\$116.79
8/16/2022	CON EDISON	Usage for 7-11 to 8-9	\$35.28
8/3/2022	VERIZON WIRELESS	Usage for 6-24 to 7-23	\$156.62
8/9/2022	VERIZON	Bill Date 7-31-22	\$3.34
8/11/2022	OPTIMUM	Usage for 8-8 to 9-7	\$120.22
8/11/2022	OPTIMUM	Usage for 8-8 to 9-7	\$201.44
8/16/2022	CABLEVISION LIGHTPATH INC.	Usage for 7-1 to 7-31	\$2,289.73
8/16/2022	Verizon	Invoice Dated 8-10-22	\$2.35
7/21/2022	BRUNI & CAMPISI INC	2022 Contract	\$1,595.00
7/7/2022	ACME EXTERMINATING	July Pest Service	\$73.84

8/3/2022	BRUNI & CAMPISI INC	Defective Condenser at PD	\$300.42
8/30/2022	BRUNI & CAMPISI INC	Purchase 3 AC Belts	\$342.50
8/30/2022	BRUNI & CAMPISI INC	Replace Belts	\$389.75
8/30/2022	BRUNI & CAMPISI INC	Swap out Belts	\$373.00
8/31/2022	ACME EXTERMINATING	Service For 8-23-22	\$73.84
8/1/2022	A1 COMPUTER SERVICES INC.	August IT Support	\$980.00
8/1/2022	A1 COMPUTER SERVICES INC.	August IT Support	\$1,500.00
8/9/2022	VERIZON SELECT SERVICES INC.	Bill Date 7-31-22	\$0.66
8/4/2022	TOWN OF GREENBURGH	Water Bill Acct# 13709	\$4,734.67
8/4/2022	TOWN OF GREENBURGH	Water Bill Acct# 13707	\$20.00
7/2/2021	RINA SCHUNK	SAYF Social Media Support	\$300.00
8/31/2022	THE RIVERTOWNS ENTERPRISE	SAYF Coalition Graduation Ad	\$355.00
8/18/2022	CON EDISON	Usage for 7-13 to 8-11	\$54.51
8/9/2022	Veolia Water NY Inc-VWW-RD1	Usage for 7/5 to 8/3	\$246.29
8/18/2022	SIGNARAMA	Banner-9/17 Welcome Back Event	\$450.00
6/3/2022	GEORGE MALONE	Direct Public Govt. Access	\$831.52
8/25/2022	STANDARD INSURANCE COMPANY	August Premium	\$1,023.75
8/4/2022	PHYLLIS DEMILO	MEDICAL REIMBURSEMENT AUGUST	\$238.10
8/4/2022	THOMAS GREEN	JUNE,JULY,AUG 2022 MEDICAL	\$629.40
8/4/2022	JOSEPH GALLUCCIO	JUNE,JULY,AUG 2022 MEDICAL	\$510.30
8/4/2022	MARION DEMAIO	JUNE,JULY,AUG 2022 MEDICAL	\$1,428.60
8/4/2022	BARBARA BERARDI	JUNE,JULY,AUG 2022 MEDICAL	\$1,020.60
8/4/2022	LILLIAN MANNING	JUNE,JULY,AUG 2022 MEDICAL	\$510.30
8/4/2022	EMIL CALIFANO	JUNE,JULY,AUG 2022 MEDICAL	\$1,020.60
8/4/2022	Frank Quattrocchi Jr	JUNE,JULY,AUG 2022 MEDICAL	\$891.00
8/4/2022	Jennifer Herrick Stasko	JUNE,JULY,AUG 2022 MEDICAL	\$445.50
8/4/2022	RICHARD GEREHTY	JUNE,JULY,AUG 2022 MEDICAL	\$629.40
8/4/2022	RICHARD THOMPSON	JUNE,JULY,AUG 2022 MEDICAL	\$1,128.00
8/4/2022	RICKY LAPINE	JUNE,JULY,AUG 2022 MEDICAL	\$510.30
8/4/2022	VINCENT PASCUCCI	JUNE,JULY,AUG 2022 MEDICAL	\$314.70
8/4/2022	WILLIAM WATSON JR	JUNE,JULY,AUG 2022 MEDICAL	\$402.00
8/4/2022	DIPIKA PATEL	JUNE,JULY,AUG 2022 MEDICAL	\$1,020.60
8/9/2022	NYS EMPLOYEES' HEALTH INS	August Premium	<u>\$148,368.94</u>
		<b>Village Hall Subtotal</b>	<b>\$322,216.48</b>
		<b>General Fund Total</b>	<b>\$427,301.78</b>
8/1/2022	PLANNING & DEVELOPMENT ADVISOR	774 SMRR	\$300.00
8/30/2022	Kellard Sessions Consulting	27140 - 182 Heatherdell Road	\$892.50

8/30/2022	Kellard Sessions Consulting	27139 - 13 Dellwood	\$340.00
8/30/2022	Kellard Sessions Consulting	27138 - 26 Lincoln Avenue	<u>\$1,261.50</u>
		<b>Trust &amp; Agency Total</b>	<b>\$2,794.00</b>

8/30/2022	MOODY'S INVESTORS SERVICE	Public Improvement Bonds	\$19,000.00
8/9/2022	ARTHUR J GALLAGHER & CO.	New DPW Garage	\$17,571.00
8/9/2022	CHARLENE INDELICATO	Service for 5-9-22 - 7-20-22	\$1,305.00
8/24/2022	L.J. Coppola Inc	Application # 1	\$27,550.00
8/24/2022	SRI Fire Sprinkler, LLC	Application # 1	\$6,365.00
8/26/2022	WESTON & SAMPSON	Professional Service - 7-29-22	\$9,135.00
8/12/2022	Cardmember Service	July Statement - Hway Meeting	<u>\$434.40</u>
		<b>Capital Fund Total</b>	<b>\$81,360.40</b>

8/3/2022	Minol, Inc	Sewer Service	\$10,141.49
8/15/2022	Minol, Inc	Sewer Service	<u>\$1,300.87</u>
		<b>Sewer Fund Total</b>	<b>\$11,442.36</b>

**RESOLUTION GRANTING PERMISSION TO ADD A DAY CARE  
CENTER TO THE EXISTING MARTIAL ARTS STUDIO AT  
15 CENTER STREET**


**RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the proposed change of use to add a day care center to the existing Martial Arts Studio at 15 Center Street as presented by the applicant.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The employees shall obtain parking permits from the village.
6. The applicant must obtain and maintain any permits, licenses and approvals that are required by the state and/or county to operate a day care facility.
7. Any conditions the Village Board deems appropriate.
8. Any conditions the Village Attorney or Village Manager deem appropriate.

## MEMO

TO: Mayor Kaboolian  
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: August 30, 2022

RE: Bellantoni's Tae Kwon Do Inc, UMAC Ardsley

As you know, Vincent Bellantoni of Bellantoni's Tae Kwon Do, Inc. applied for a permit to add a day care center for children in grades K-12 in the existing martial arts studio. This is a permitted use in the B-1 District which requires VB approval pursuant to §200-65.1 of the Village Code

Mr. Bellantoni stated that this use will enable his facility to provide added value to his current students and families and that Martial Arts will remain the main business. He also stated that he does not foresee any change in the member base since his objective is to provide this additional service to his existing clients.

This shopping center operates under a 33% reduction in parking pursuant to §200-71J of the code. This business operates as a predominantly drop-off/pick-up business so there should not be a noticeable increase in parking intensity. As such, based on recent code amendments, the reevaluation of the parking reduction is not required for this change of use.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The employees shall obtain parking permits from the village.
6. The applicant must obtain and maintain any permits, licenses and approvals that are required by the state and/or county to operate a day care facility.
7. Any conditions the VB deems appropriate.
8. Any conditions the Village Attorney or Village Manager deem appropriate.

Let me know if you need any additional information.

# CGA studio ARCHITECTS

12 SPRING STREET  
HASTINGS.ON.HUDSON  
N.Y. 10706  
914.478.0799  
cg@cgaudio.com  
christinagriffinarchitect.com

PERMIT SUBMISSION FOR USE AS  
MARTIAL ARTS CENTER &  
DAY CARE FOR CHILDREN K-12 AT  
15 CENTER STREET, UNIT #2  
ARDSLEY, NY 10502

Dates:  
Dwg for Owner's Review 6-14-22  
Permit Submission 7-7-22  
Amended Permit Submission 8-17-22

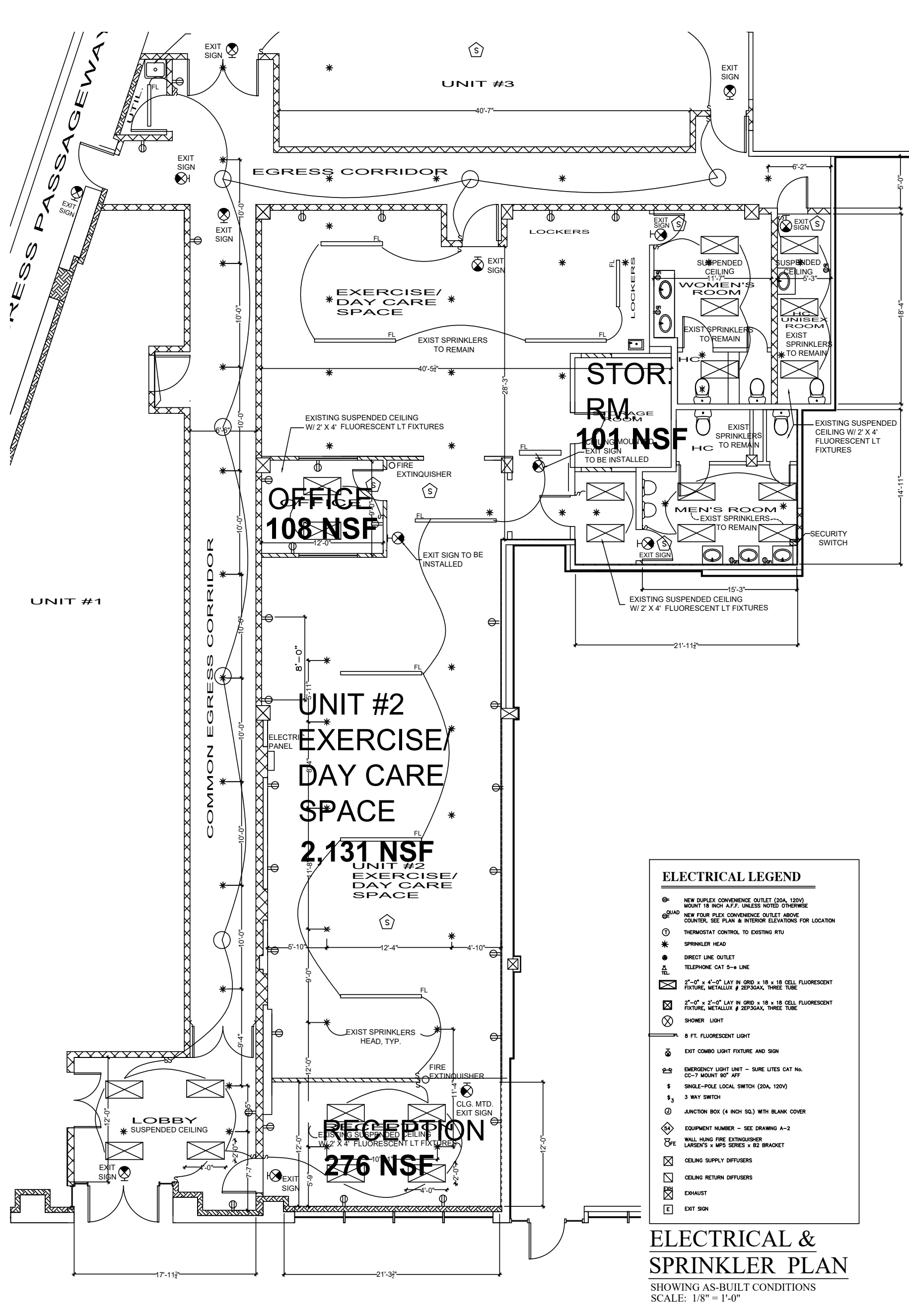
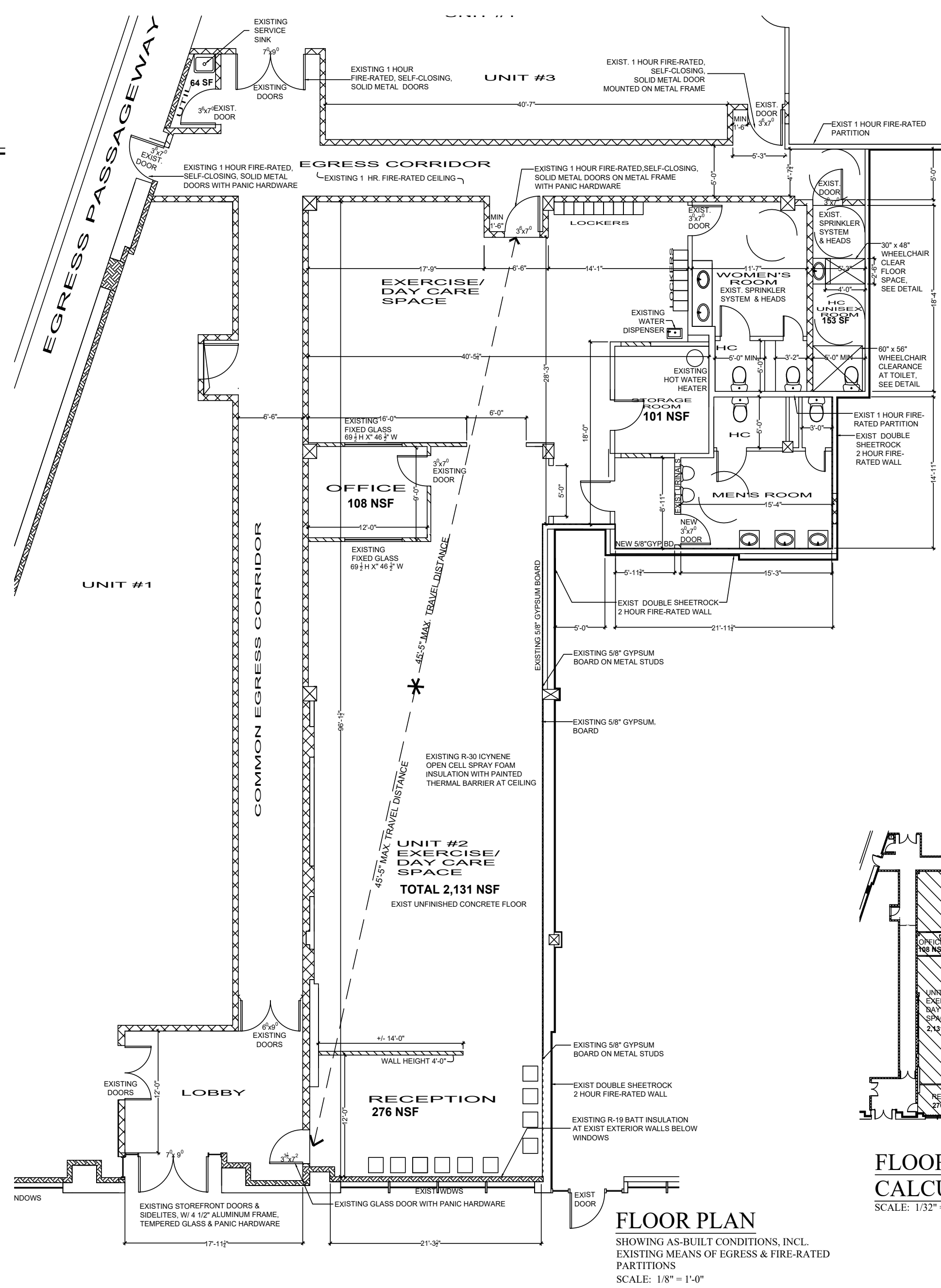
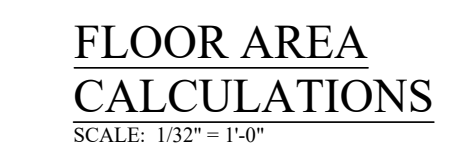
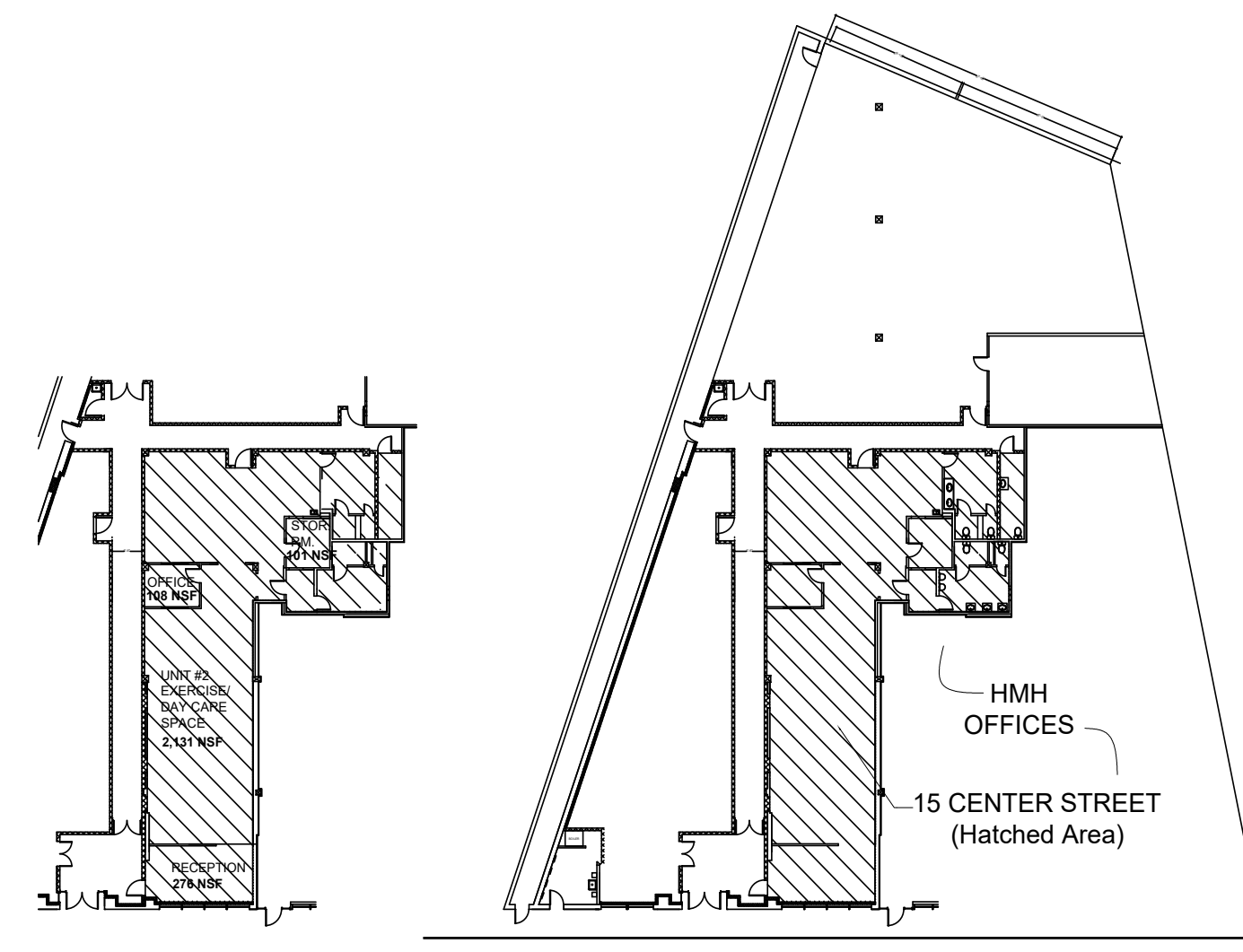


Scale: As Shown  
Drawing Title  
FLOOR PLAN  
ELECTRICAL &  
SPRINKLER PLAN  
BUILDING CODE ANALYSIS

**A-1**  
Sheet Number

### LEGEND

- EXIST PARTITION
- EXIST PARTITION WITH 2 LAYERS OF FIRE RESISTANT GYPSUM BOARD
- INTERIOR WALL: Existing 5/8" gypsum board ea. side of 3 5/8" metal studs 16" o.c., 3" sound batt insul.
- 1 HR. FIRE RATED WALL: Existing 5/8" firecode gypsum bd. on each side of 5 5/8" metal studs 16" o.c., R-19 batt insulation at Units 1&2, no insulation at Unit 3
- FURRING AT EXIST. EXTERIOR WALL: Existing 5 5/8" steel studs 24" o.c., R-19 batt. insulation, 5/8" gypsum bd.
- ELEVATION NO. SHEET NO.
- ELEVATION NO. SECTION OR DETAIL SHEET NO.
- DOOR TYPE, FOR DESCRIPTION, SEE SPECIFICATIONS - DOOR SCHEDULE
- WINDOW TYPE, FOR DESCRIPTION, SEE SPECIFICATIONS - WINDOW SCHEDULE
- PARTITION TYPE



### GENERAL NOTES

- THE RENTAL SPACE AT 15 CENTER STREET, ARDSLEY, WILL BE USED AS A MARTIAL ARTS STUDIO, GROUP B OCCUPANCY, AND AS A DAY CARE CENTER FOR SCHOOL-AGED CHILDREN IN GRADES K-12, EDUCATIONAL GROUP E - DAY CARE OCCUPANCY.
- THIS DRAWING REPRESENTS AS-BUILT CONDITIONS AT 15 CENTER STREET, EXCEPT AS NOTED.
- EXISTING CONDITIONS AS SHOWN ON THIS PLAN ARE BASED ON OBSERVATIONS MADE DURING A FIELD VISIT OF THE PROPERTY BY ARCHITECT.
- ALL WORK SHALL COMPLY WITH APPLICABLE LOCAL AND STATE CODES, AND AGENCIES HAVING JURISDICTION OVER PROJECT.
- ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8 INTERIOR FINISHES, OF THE BUILDING CODE OF NY 2020.
- PANIC HARDWARE IS PROVIDED AT ALL EXITS AND DOORS.

### NYS BUILDING CODE DATA

**JURISDICTION AUTHORITY:** VILLAGE OF ARDSLEY BUILDING DEPARTMENT

**FIRE RESISTANCE REQUIRED SEPARATION OF OCCUPANCIES (BCNYS TABLE 508.3.3)**

GROUP A-3 1-HR (SPRINKLER SYSTEM EXCEPTION: 1HR LESS)  
GROUP E - Day Care 1-HR (SPRINKLER SYSTEM EXCEPTION: 1HR LESS)  
GROUP S1 1-HR (SPRINKLER SYSTEM EXCEPTION: 1HR LESS)

**INTERIOR FINISHES**

CLASSIFICATION 2020 BCNYS 803.1.2  
A-FLAMESPREAD 0-25, SMOKE DEV. 0-450  
B-FLAMESPREAD 26-75, SMOKE DEV. 0-450  
C-FLAMESPREAD 76-200, SMOKE DEV. 0-450

**OCCUPANCY - ASSEMBLYGROUP A-3 (SPRINKLERED) TABLE 803.13**

EXIT PASSAGEWAY - CLASS B  
EXIT CORRIDORS - CLASS B  
ROOMS & OTHER SPACES - CLASS C

**OCCUPANCY - EDUCATIONAL DAY CARE GROUP E (SPRINKLERED) TABLE 803.13**

EXIT PASSAGEWAY - CLASS B  
EXIT CORRIDORS - CLASS C  
ROOMS & OTHER SPACES - CLASS C

**FIRE PROTECTION SYSTEMS BCNYS 903**  
SPRINKLER SYSTEMS PROVIDED  
FIRE ALARMS TO BE IN ACCORDANCE WITH BCNYS 907

**EGRESS REQUIREMENTS 2020 BCNYS 1003-1005**

FOR GROUPS A&E OCCUPANCY WITH MORE THAN 49 OCCUPANT LOAD & SPRINKLER SYSTEM: 2 EXITS REQUIRED, 2 EXITS PROVIDED  
EGRESS TRAVEL LENGTH LESS THAN 75 FT. PROVIDED

**FLOOR AREA PER OCCUPANT 2020 BCNYS TABLE 1004.5**

GROUP A-3 OCCUPANCY (MARTIAL ARTS CENTER)  
NUMBER OF OCCUPANTS 0.15' x 64 = 64  
EGRESS WIDTH PER OCCUPANT = 32"  
MIN. CLEAR OPENING DOORS = 32"  
DOOR SIZE PROVIDED 2 DOOR @ = 42" EACH = 84"

GROUP E - DAY CARE OCCUPANCY (DAY CARE FOR CHILDREN K-12)  
NUMBER OF OCCUPANTS 0.15' x 82 = 82  
EGRESS WIDTH PER OCCUPANT\* = 32"  
MIN. CLEAR OPENING DOORS = 32"  
DOOR SIZE PROVIDED 2 DOOR @ = 42" EACH = 84"

### APPLICABLE CODES

BUILDING: 2020 BUILDING CODE OF NEW YORK STATE  
2020 EXISTING BUILDING CODE OF NEW YORK STATE  
ENERGY CONSERVATION CODE OF NEW YORK STATE  
ICC/ANSI A117.1 - 2021 HANDICAP ACCESSIBILITY CODE

PLUMBING: PLUMBING CODE OF NEW YORK STATE  
ELECTRICAL: ELECTRICAL CODE OF NEW YORK STATE  
CHAPTER 27 - NFPA 70, NATIONAL ELECTRIC CODE

**USE & OCCUPANCY CLASSIFICATIONS (2020 BCNYS 304)** GROUP A & EDUCATIONAL - DAY CARE GROUP E

**TYPE OF CONSTRUCTION** Type 2B Non-Combustible exterior walls and metal roof framing

**FIRE PROTECTION** Existing fire suppression system

**FIRE-RESISTANCE RATING TO BE IN ACCORDANCE WITH BCNYS TABLE 601 FOR TYPE 2B CONSTRUCTION**

MINIMUM NUMBER OF PLUMBING FIXTURES Table 2902.1, Building Code of NYS 2020	OCCUPANTS	TOILETS	SINKS	WATER FOUNTAINS	SERVICE SINKS
BUSINESS GROUP B Fixtures Provided	47 Occupants	2 Male, 2 Female (1 per 25 male & female required)	2 Male, 2 Female (1 per 25 male & female required)	1 (1 per 100 required)	1 shared w/ Units 2 & 3
EDUCATIONAL GROUP E - Day Care Fixtures Provided	111 Occupants	2 Male, 2 Female (1 per 50 required)	2 Male, 2 Female (1 per 50 required)	1 (1 per 100 required)	1 shared w/ Units 1 & 3

**SEPARATE FACILITIES (2902.2)** SEPARATE EMPLOYEE FACILITIES SHALL NOT BE REQUIRED IN TENANT SPACES WITH A TOTAL OCCUPANT LOAD OF 15 OR LESS, AND IN MERCANTILE OCCUPANCIES WITH AN OCCUPANT LOAD OF 50 OR LESS.

**ACCESSIBILITY** Accessible routes: Interior to comply with exist. Building Code 605.2 to the max. extent technically feasible. Walks with slope 1:20 to comply with ICC/ANSI 117.1 Section 405. Accessible parking spaces: 2% of parking spaces not less than 1 must be accessible with 8 ft access aisle.

### OCCUPANCY CALCULATIONS

OCCUPANCY TYPE BCNYS 304, 305 & TABLE 1004.5	NYSBC FLOOR AREA PER OCCUPANT	FLOOR AREA	NUMBER OF OCCUPANTS
GROUP A-3 MARTIAL ARTS CENTER			
EXERCISE AREA	50 GROSS	2,131 NSF	43
BUSINESS AREA	150 GROSS	108 NSF	1
RECEPTION (Waiting Area) STORAGE	15 GROSS	276 NSF	19
	300 GROSS	101 NSF	1
<b>TOTAL NO. OF OCCUPANTS FOR SPACE</b>			<b>64</b>
GROUP E - DAY CARE FACILITIES FOR SCHOOL-AGED CHILDREN K-12 SHOPS & OTHER VOCATIONAL ACTIVITIES BUSINESS AREA RECEPTION (Waiting Area) STORAGE	35 NET 150 GROSS 15 GROSS 300 GROSS	2,131 NSF 108 NSF 276 NSF 101 NSF	61 1 19 1
<b>TOTAL NO. OF OCCUPANTS FOR SPACE</b>			<b>82</b>

### LIST OF DRAWINGS

A-1 GENERAL NOTES, PARKING DATA, BUILDING CODE DATA, OCCUPANCY CALCULATIONS, LOCATION PLAN, FLOOR PLAN, ELECTRICAL & SPRINKLER PLAN

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN  
INTER-MUNICIPAL AGREEMENT WITH  
WESTCHESTER COUNTY FOR THE  
POSTIVE YOUTH DEVELOPMENT PROGRAM**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with Westchester County for the Positive Youth Development Program at Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 effective January 1, 2022 through December 31, 2022.



**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN  
INTER-MUNICIPAL AGREEMENT WITH  
WESTCHESTER COUNTY FOR THE  
POSTIVE YOUTH DEVELOPMENT PROGRAM**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with Westchester County for the Positive Youth Development Program at Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 effective January 1, 2022 through December 31, 2022.

**RESOLUTION TO AMEND THE “SEXUAL HARASSMENT  
PREVENTION POLICY” OF THE VILLAGE OF ARDSLEY**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby amends the “Sexual Harassment Prevention Policy” of the Village of Ardsley effective immediately.

## **SEXUAL HARASSMENT PREVENTION POLICY**

The Village of Ardsley ("Village") is committed to maintaining a work environment free from unlawful sexual harassment, which is a form of employment discrimination. **Unlawful sexual harassment is strictly prohibited and will not be tolerated by the Village.**

This Policy applies to all employees, appointed and elected officials, interns, temporary workers, individuals providing services to the Village in the workplace, as well as everyone with whom the Village does business (*e.g.*, outside vendors, consultants, members of the public, independent contractors). All such individuals are prohibited from engaging in unlawful sexual harassment. Anyone who engages in sexual harassment in violation of this Policy will be subject to discipline or other corrective action in accordance with applicable law.

No person covered by this Policy shall be subject to adverse employment action because he/she/they makes a good faith report of an incident of sexual harassment, or provides information or otherwise assists in any investigation of a sexual harassment complaint. Any person covered by this Policy who engages in retaliation prohibited by this Policy will be subject to disciplinary or other corrective action in accordance with applicable law.

The Village will conduct a prompt, thorough and impartial investigation, consistent with this Policy, in response to any complaint about sexual harassment, and will take appropriate disciplinary or other corrective action against the harasser whenever prohibited sexual harassment is found to have occurred. All employees, interns, and temporary workers are required to cooperate with any investigation of sexual harassment conducted by the Village.

### **What Is "Sexual Harassment"?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment includes unwelcome conduct which is of a sexual nature or directed at an individual because of that individual's sex when:

- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile work environment, even if the complaining individual is not the intended target of the sexual harassment;
- such conduct is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment can consist of unwanted sexual advances, threats, derogatory comments, signs, jokes, pranks, intimidation, physical contact, violence, or other conduct which is of a sexual nature, or which is directed at an individual because of that individual's sex, where the conduct is so severe and pervasive as to alter the terms of employment for the individual subject to the harassment. It makes no difference if the individual engaging in such conduct is "just joking" or "teasing" or "playful." Sexual harassment can also occur when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment.

The following is a non-exhaustive list of some of the types of acts that may constitute sexual harassment:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employees' body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions.
- Sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Written conduct such as authoring threatening, derogatory or offensive letters, e-mails, text messages, or social media posts.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes sexual displays on Employer-issued or personal computers, cell phones or tablets in the workplace or to anyone covered by this Policy.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender.

Sexual harassment can occur between any individuals, regardless of their sex or gender. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment is unlawful, regardless of

whether the person engaging in the harassing conduct is a co-worker, intern, temporary worker, subordinate, supervisor, manager or other Village officer or elected official, anyone else providing services to the Village in the workplace or anyone else with whom the Village does business (e.g., outside vendors, consultants, members of the public, independent contractors).

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business, at employer-sponsored events, or other occasions outside work. Calls, texts, emails, and social media usage containing inappropriate messages, language, or graphics may also constitute sexual harassment or contribute to a sexually hostile work environment for anyone covered by this Policy, even if such things occur away from the workplace, on personal devices, or during non-work hours.

### **No Retaliation**

Retaliation includes any conduct which might deter a reasonable person from making or supporting a charge of sexual harassment. Retaliation against an individual who makes a good-faith complaint about sexual harassment or what they believe to be a violation of this Policy, or who participates in an investigation into alleged sexual harassment is strictly prohibited and will not be tolerated. Anyone who engages in retaliation prohibited by this Policy will be subject to disciplinary or other corrective action in accordance with applicable law.

### **Reporting Sexual Harassment**

**Preventing sexual harassment is everyone's responsibility.** The Village cannot prevent or remedy sexual harassment unless it knows about it. Any employee or other person covered by this Policy, who believes the actions or words of a co-worker, supervisor, manager, officer, elected official, intern, temporary worker, anyone else providing services to the Village in the workplace or anyone else with whom the Village does business, or other incident(s) involving such individual(s), constitutes sexual harassment must take the following actions:

- If possible, tell the harasser that his/her actions are not welcome and must stop.
- Promptly report the harassing action(s), word(s) and/or incident(s) to the Department Head, Village Manager and/or Chief of Police. If you feel uncomfortable speaking with either the Department Head, Village Manager and/or Chief of Police, or if you feel a complaint you previously made has not been adequately addressed, report the harassing action(s), word(s) and/or incident(s) to the Mayor or Board of Trustees. Ultimately all complaints must be referred to the Village Manager unless the Village Manager is the alleged harasser. You may also report a complaint through the NY State Harassment hotline, 1-800-HARASS-3 (1-800-427-2773). The hotline is free and confidential.

Reports of sexual harassment may be made verbally or in writing. A form for submitting a written complaint is attached at the end of this Policy. Individuals are strongly encouraged to use this complaint form, but using the form is not required. Regardless of whether being made verbally or in writing, a report of sexual harassment should be as detailed as possible and include the names of the individual(s) involved, any witness(es) to the harassment, direct quotes and/or evidence (e.g., notes, e-mails, digital recordings, etc.) of the harassment. Individuals who report sexual harassment on behalf of another person should state clearly that the complaint is being made on another person's behalf.

### **Supervisory Responsibilities**

Any Department Head or other supervisor who receives a complaint or information about suspected sexual harassment, or observes conduct that may be sexually harassing behavior is required to take appropriate steps to address the conduct and to report such suspected sexual harassment to the Village Manager.

In addition to being subject to discipline if they engaged in sexually harassing conduct or retaliation themselves, Department Heads and supervisors will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

### **Investigation of Sexual Harassment**

The Village, either itself or through a delegated investigator, will conduct an impartial investigation into all reports, complaints or other information about suspected sexual harassment, regardless of whether that information was reported in verbal or written form. All employees and other individuals covered under this Policy are required to cooperate with the Village's investigation into suspected sexual harassment, and are required to provide truthful and complete answers to questions asked of them by the investigator.

Investigations will be conducted in as timely and thorough a manner as possible commensurate with the nature of the complaint, and will be confidential to the extent possible. Immediately upon receiving a complaint, the Village will conduct a review of the allegations and if appropriate put interim measures in place for the investigation. The individual bringing the complaint, and the victim if that person is not the complainant, will each be given an opportunity to present their version of events and any relevant evidence to the investigator. Anyone accused of sexual harassment will be informed of the allegations against them, and will be given an opportunity to present their version of events and any relevant evidence to the investigator and shall be permitted to do so in the presence of a union representative where required by law. The investigation may also include reviewing documentation and other evidence, and interviewing other individuals identified as witnesses to the alleged harassment or who may otherwise have information relevant to the allegations being investigated. The Village may adapt and modify the investigatory procedure, in its discretion, based on the nature of the complaint and the conduct at issue.

If the Village's investigation is conclusive and prohibited sexual harassment is found to have occurred, appropriate disciplinary or other corrective action will be taken in a timely

manner and appropriate measures will be taken to deter any future harassment. Appropriate disciplinary action, which may include termination of employment, will be taken in accordance with applicable law and the terms of any applicable collective bargaining agreement.

Once the investigation is complete and a determination has been made, such determination will be communicated to the individual who complained, the victim of the harassment (if the victim is not the individual who made the complaint), and the accused harasser. Follow-up interview(s) or other communication with the individual who complained, the victim of the harassment (if the victim is not the individual who made the complaint) and/or any individual that participated in the Village's investigation into a complaint of unlawful harassment has not resumed and that no retaliation has occurred.

### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the Village but is also prohibited by state, federal, and, where applicable, local law.

In addition to the procedures described in this Policy, if the sexual harassment involves potential criminal conduct such as rape or sexual assault, such conduct should be reported to the local police department.

Individuals may also bring complaints to the U.S. Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights ("NYS DHR"), the Westchester County Commission on Human Rights or in court within the time periods required by law.

The NYSDHR enforces the New York State Human Rights Law (N.Y. Executive Law, art. 15, § 290 *et seq.*), which prohibits sexual harassment in employment in New York State and protects employees and other individuals working in an employer's workplace. A complaint alleging a violation of the Human Rights Law may be filed either with the NYSDHR subject to a one-year statute of limitations, or in New York State Supreme Court subject to a three-year statute of limitations. If unlawful discrimination is found, the NYSDHR or the court may award relief, which may include requiring the employer to take action to stop the harassment, to redress the damage caused, including reversing an unlawful employment action, and paying monetary damages, attorneys' fees, and civil fines. The NYSDHR can be contacted at (888) 392-3644 or at its website [www.dhr.ny.gov](http://www.dhr.ny.gov).

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act (42 U.S.C. § 2000e *et seq.*). A discrimination complaint can be filed with the EEOC within 300 days from the conduct giving rise to the complaint. The EEOC investigates complaints, and may pursue a claim in federal court on behalf of the complaining party or issue a Right to Sue Letter that allows an individual to pursue his/her claims in federal court. Federal courts may award remedies if discrimination is found to have occurred. The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)) or at its website [www.eeoc.gov](http://www.eeoc.gov).

Many localities enforce laws protecting individuals from sexual harassment and discrimination. For example, the Westchester Human Rights Law, which is enforced by the Westchester Commission on Human Rights (<https://humanrights.westchestergov.com/>), may provide protections to individuals who work within Westchester County.

**Questions**

If you have any questions about this Policy, please contact the Village Manager.



VILLAGE OF ARDSLEY  
SEXUAL HARASSMENT COMPLAINT FORM

**YOUR INFORMATION**

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Work Address: \_\_\_\_\_  
\_\_\_\_\_  
Personal Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Preferred Communication Method: \_\_\_\_\_

**INFORMATION CONCERNING SUSPECTED HARASSMENT**

1. The name of the person(s) you believe is engaging in harassment

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Other identifying information: \_\_\_\_\_  
Relationship to you: Supervisor Subordinate Co-Worker Other: \_\_\_\_\_

2. Please describe the conduct or incident(s) that are the basis of this report and your reasons for believing the conduct is harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**RESOLUTION SCHEDULING A PUBLIC HEARING TO DISCUSS  
AMENDMENTS TO CHAPTER 190 ENTITLED “VEHICLES AND  
TRAFFIC” SECTION 190-60 SCHEDULE XII: “PARKING PROHIBITED AT  
ALL TIMES” OF THE ARDSLEY VILLAGE CODE**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, September 19, 2022 at 8:00 p.m. or soon thereafter to consider introductory Local Law No. 5 of 2022 amendments to Chapter 190 entitled “Vehicles and Traffic” Section 190-60 Schedule XII: “Parking Prohibited at All Times” of the Ardsley Village Code as follows:

Section 190-60 Schedule XII, Parking Prohibited at All Times. Proposed text is in bold with yellow highlight		
Name of Street	Side	Location
Abington Avenue	East	From Ashford Avenue to Agnes Circle
Almena Avenue	West	South from Carriere Avenue to Village line
Ashford Avenue [Added 4-19-2004 by L.L. No. 3-2004]	North	From American Legion Drive to a point 162 feet west
Ashford Avenue [Added 5-15-1989 by L.L. No. 2-1989]	North	From east curblineline of Fairmont Street to McKinley Place
Ashford Avenue [Repealed 9-21-1999 by L.L. No. 5-1999]		
Ashford Avenue	North/South	From a point opposite King Street west curblineline to Fairmont Street
Ashford Avenue [Amended 4-19-2004 by L.L. No. 4-2004]	North/South	East from Saw Mill River Road for 400 feet (to a point opposite 505 Ashford Avenue)
Ashford Avenue	North/South	West from Saw Mill River Road to Village line
Ashford Avenue [Added 5-15-1989 by L.L. No. 2-1989]	South	East from Judson Avenue to McKinley Place

Ashford Avenue	South	West from Judson Avenue for 300 feet (to west curblines of 505 Ashford Avenue driveway)
[Added 5-15-1989 by L.L. No. 2-1989]		
Bonaventure Avenue	West	South from Fuller Avenue to end
Bramblebrook Road [Added 4-4-2007 by L.L. No. 5-2007]	East	From Hillside Place north to Ridge Road
Bramblebrook Road	East/West	South from Sweetbriar Road to Village line
Bramblebrook Road	North	From Lakeview Avenue to Ridge Road
Bramblebrook Road	West	From a point 164 feet north of Augustine Avenue to Ridge Road
[Added 4-4-2007 by L.L. No. 5-2007]		
Bramblebrook Road	West	From Sweetbriar Road to Ridge Road
Bridge Street*	North	From Saw Mill River Road to Saw Mill River
Bridge Street*	South	From Saw Mill River Road to Bridge Street parking lot curblines
Captain Honeywell Road [Added 10-17-1994 by L.L. No. 7-1994]	North	All
Carriere Avenue	West	From Fuller Avenue to Almena Avenue
Center Street	North	West from American Legion Drive for 350 feet
Center Street	South	West from American Legion Drive for 400 feet (to building at 20 Center Street)
Center Street		
[Repealed 3-5-1990 by L.L. No. 4-1990]		
Colony Street	North	From Saw Mill River Road to New York State Thruway
Concord Road	West	From Heatherdell Road to Revere Road
Cross Road	East/West	North from Ashford Avenue to Village line
Eastern Drive	East	From the northeast curblines of Ashford Avenue to a point 30 feet northerly
Eastern Drive	East	From Plainview Avenue to Grandview Avenue
Eastern Drive	West	From the northwest curblines of Ashford Avenue to a point 30 feet northerly
Elm Street	East/West	North from Saw Mill River Road to end
Euclid Avenue	East	From the southeast curblines of Ashford Avenue to a point 30 feet southerly
Euclid Avenue [Added 6-7-2004 by L.L. No. 9-2004]	East	South from Riverview Avenue for 30 feet
Euclid Avenue	West	From Ashford Avenue south curblines to Riverview Avenue south curblines
Exeter Place	North	From the northwest curblines of Cross Road to a point 30 feet westerly
Exeter Place	South	From the southeast curblines of Ashford Avenue to a point 30 feet southerly
Fairmont Avenue [Added 1-3-2012 by L.L. No. 1-2012]	East	Ashford Avenue north to cul-de-sac
Farm Road	East/West	North from Heatherdell Road to Ardsley High School
Francis McCormack Drive	West	South from Ashford Avenue to Ardsley Middle School
Fuller Avenue	South	From Saw Mill River Road to Ridge Road
Heatherdell Road [Amended 5-5-2008 by L.L. No. 2-2008]	South/North	East from Saw Mill River Road to Village line
Judson Avenue	West	Ashford Avenue to a point 20 feet south of Lakeview Avenue
King Street	East/West	North from Ashford Avenue to end
Larchmont Street	East	From the southeast curblines of Ashford Avenue to a point 30 feet southerly

<b>Lincoln Avenue</b>	<b>South</b>	<b>From a point 72 feet east of the south-east curbline of Euclid Avenue to a point 78 feet east of the south-east curbline of Euclid Avenue</b>
Lincoln Avenue	North	From High Street west curbline to Taft Lane west curbline
Markwood Road	East	From Cross Road to Markwood Place
McKinley Place	North/South	From a point 160 feet east of Taft Lane for 200 feet (to a point in front of 14 McKinley Place)
[Added 9-5-1989 by L.L. No. 4-1989]		
Mill Court	Both	Entire length
Mount View Avenue	North	From Markwood Road to Wilmoth Avenue
Mount View Avenue	South	West from Markwood Road for 310 feet
Old Mill Lane	South	Entire length
Park Avenue	East	From the northeast curbline of Ashford Avenue to a point 30 feet northerly
Park Avenue	West	From the northwest curbline of Ashford Avenue to a point 30 feet northerly
Powderhorn Road	East	From Heatherdell Road south curbline to Captain Honeywell's Road south curbline
Prospect Avenue	North	From High Street to McKinley Place
Prospect Avenue [Added 12-16-1991 by L.L. No. 12-1991]	South	From a point 240 feet west of McKinley Place for 200 feet
Revolutionary Road	East	From Heatherdell Road to Saw Mill River Road
Ridge Road		
[Repealed 11-5-2001 by L.L. No. 3-2001]		
Ridge Road		
[Repealed 11-5-2001 by L.L. No. 3-2001]		
Ridge Road		
[Repealed 11-5-2001 by L.L. No. 3-2001]		
Ridge Road [Added 11-5-2001 by L.L. No. 3-2001]	East/West	From Saw Mill River Road to Village line
Shady Road North	South	East from Ridge Road for 256 feet
Shady Road South	South	East from Ridge Road for 250 feet
Sheffield Court	Both	Entire length
Shorthill Road	South/East	East from Abington Avenue and north to Grenfel Place
[Added 12-16-1991 by L.L. No. 12-1991]		
Swanston Lane	North	West from Ridge Road for 240 feet
Swanston Lane	South	From Ridge Road to Almena Avenue
Sylvia Avenue [Added 11-1-2004 by L.L. No. 12-2004]	North	East from Route 9A for 384 feet
Sylvia Avenue [Added 11-1-2004 by L.L. No. 12-2004]	South	East from Route 9A for 440 feet

Taft Lane	West	From Ashford Avenue to McKinley Place
Village Green	West	From a point 90 feet north
Parking Lot**		Colonial Place northerly 125 feet, and from the northwest corner of the parking lot easterly 208 feet
[Added 3-21-1988 by L.L. No. 1-1988]		
Western Drive		
[Repealed 12-18-2006 by L.L. No. 8-2006]		
Western Drive [Amended 12-18-2006 by L.L. No. 8-2006]	East	From Ashford Avenue to Eastern Drive
Western Drive	West	North from Ashford Avenue for 175 feet
Wilmoth Avenue	East	North from Grandview Avenue south curblineline to end

# MEMO

To: Mayor Kaboolian  
Village Board Trustees

From: Padraic Murray, Fire Marshal

Date: September 6, 2022

RE: No Parking Zone

Ms. Mayor and Board of Trustees,

I am proposing a code change to the current village code regarding parking along Lincoln Avenue, specifically near the Lincoln Rest home. The change I am recommending is to put in place a “No Parking” zone outside the Lincoln Rest Home. Changing and updating this code would help ensure that there is enough space for our firefighters to put out a fire both safely and effectively at the Lincoln Rest Home. The Lincoln Rest Home is located at 12 Lincoln Ave, and currently the building has a full sprinkler system. However, there is no zone on Lincoln Ave. that is a “No Parking” zone. Having this zone in place would allow the Fire Department to stretch hose into the sprinkler connection on the side of the building. This building is a wood frame construction and is very old. At the current time, they have 21 residents and 3 staff there full time, which makes this a high occupancy building in this village. This code change will make a section on Lincoln Ave a “No Parking” area in which our firefighters will have a recommended amount of space to be able to stretch their hose without obstruction. I have spoken with the staff of Lincoln Rest Home and they are fully on board with this. It will also not take away from any of their staff parking.

Padraic Murray  
Fire Marshal  
Ardsley Fire Department  
(914)-774-3081

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO DISCUSS  
AMENDMENTS TO CHAPTER 81 ENTITLED “COMMUNITY  
CHOICE AGGREGATION (ENERGY) PROGRAM” OF  
THE ARDSLEY VILLAGE CODE**

**WHEREAS**, the Village Board of the Village of Ardsley wishes to amend Chapter 81 of its Community Choice Aggregation Program to incorporate opt-out Community Distributed Generation pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law;

**NOW, THEREFORE BE IT RESOLVED**, that the Village Board of the Village of Ardsley hereby schedules a Public Hearing Monday, September 19, 2022 at 8:00 p.m. or soon thereafter to consider Introductory Local Law No. 6 of 2022 Chapter 81 entitled “Community Choice Aggregation (Energy) Program” of the Ardsley Village Code as follows: (The deleted text is in ~~striketrough~~ and the new text is underscored)

Chapter 81  
**Community Choice Aggregation (Energy) Program**

**[HISTORY: Adopted by the Board of Trustees of the Village of Ardsley 3-19-2018 by L.L. No. 2-2018. Amendments noted where applicable.]**

§ 81-1 **Legislative findings; intent and purpose; authority.**

- A. It is the policy of both the Village of Ardsley and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for ~~residential and small commercial customers~~ Eligible Customers in those markets. Among the policies and models that may offer benefits in New York is community choice aggregation (“CCA”), which allows local governments to ~~determine the default supplier of electricity procure electric~~ and natural gas supply on behalf of its ~~residential and small commercial customers~~ Eligible Customers.

Village of Ardsley Board of Trustees Agenda-September 6, 2022



B. The purpose of this CCA Program is to allow participating local governments including the Village of Ardsley to procure Energy Services, such as energy supply service and Community Distributed Generation (CDG) Credits for their ~~residential and small commercial customers~~ Eligible Customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing ~~distribution utility~~ Distribution Utility. This Chapter establishes a program that will allow the Village of Ardsley to put out ~~for bid the total amount of natural gas and/or electricity being purchased by local residential and small commercial customers.~~ Energy Services for bid. Eligible Bundled eCustomers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this ~~e~~Chapter and fulfilling an important public purpose.

C. The Village of Ardsley is authorized to implement this Community Choice Aggregation (Energy) Program pursuant to ~~§~~Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. ~~14-M-0564, Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester, Order Granting Petition in Part (issued February 26, 2015), as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case NO. 14-M-0564 (collectively, the order).~~ "Order" shall also mean orders of the Public Service Commission related to State of New York Public Service Commission Case No. ~~14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued December 15, 2014) to the extent that orders related to Case No. 14-M-0224 enable actions by the Village of Ardsley not otherwise permitted pursuant to orders related to Case 14-M-0564; provided, however, that in the event of any conflict between orders from Case NO. 14-M-0564 and orders from Case No. 14-M-0224, orders from Case No. 14-M-0564 shall govern the CCA Program.~~ April 20, 2016, hereinafter the CCA Framework Order).

D. This Chapter shall be known and may be cited as the "Community Choice Aggregation (Energy) Program Law of the Village of Ardsley."

§ 81-2 **Definitions.**

For purposes of this chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this chapter shall have the meanings set forth below, or if not so defined, as employed in the State of New York Public Service Commission's Uniform Business Practices; or, if not so defined there, as indicated below:

~~BUNDLED CUSTOMERS — Residential and small commercial customers of electricity or natural gas (fuels) who are purchasing the fuels from the distribution utility.~~

~~SMALL COMMERCIAL — Nonresidential customers as permitted by the order.~~

Community Choice Aggregation Program (or “CCA Program”): A municipal energy procurement program, ~~which that~~ replaces the incumbent utility as the default supplier electric and/or gas Supplier for all ~~bundled customers~~ Opt-out Eligible Customers within the Village of Ardsley. The CCA Program may include Community Distributed Generation Credits on an opt-out basis and other DER offerings on an opt-in basis.

Community Distributed Generation (or “CDG”): Community shared renewables program expanding customer access to the environmental and system benefits of qualifying renewable project generation located behind a non-residential host meter based on remotely sharing net metering or VDER monetary credits through a monetary credit applied to the utility bills of Participating Customers.

Community Distributed Generation Credits (or “CDG Credits”): The monetary credit applied to the utility bills of Participating Customers through the CDG program.

Customers:

Eligible Customers: Customers of electricity and/or natural gas eligible to participate in CCA, either on an Opt-out or Opt-in basis, as delineated in the CCA Framework Order.

Opt-out Eligible Customers: Eligible Customers that are eligible for opt-out treatment as delineated in the CCA Framework Order.

Participating Customers: Opt-out eligible customers who have been enrolled subsequent to the opt-out process and other customers who have opted in.

Customer-specific Data: Utility data for all Opt-out Eligible Customers including account holder name, service address, primary language, if available, any customer-specific alternate billing name and/or address, and other relevant, authorized data.

Distributed Energy Resources (or “DER”): Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA

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including, but not limited to, local renewable energy projects, Community Distributed Generation, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative initiatives.

**Distribution Utility:** —Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

**Energy Services:** The provision of energy supply as electric power and/or natural gas or the provision of DER offerings.

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Public Service Commission (or “PSC”): New York State Public Service Commission.

**Suppliers:** Energy service companies (ESCOs) that procure electric power and natural gas and/or DER providers and/or other entities with authority to provide Energy Services for bundled customers— Participating Customers in connection with this eChapter, or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

**Sustainable Westchester, Inc. (or “Sustainable Westchester”):** A not-for-profit organization comprised of member municipalities in Westchester County, New York.

**Value of Distributed Energy Resources (or “VDER”):** REV proceeding (Case 15-E-0751) that replaces the net metering program with a weighted value stack tariff mechanism for accurately pricing Distributed Energy Resources on the grid as a reflection of their system value. Value stack components include the price of energy, capacity, avoided carbon emissions, cost savings to customers and utilities, demand reduction and locational relief. The goal of this proceeding is to increase DER penetration and benefits of DER installations.

### § 81-3 Establishment of a Community Choice Aggregation (Energy) Program.

- A. A Community Choice Aggregation (Energy) Program is hereby established by the Village of Ardsley, whereby the Village of Ardsley shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the CCA Framework Order, as set forth more fully herein. The Village of Ardsley role under the CCA Program involves the aggregating of the electric and/or gas supply demand for energy of its residents—Eligible Customers and the entering into a contract with one or more suppliers for supply and services contracts for Energy Services. Under the CCA Program, the operation and ownership of the utility service shall remain with the distribution utility—Distribution Utility.

- B. The Village of Ardsley participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Village of Ardsley will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with ~~sSuppliers~~ on behalf of ~~participating residential and small commercial customers.~~ Participating Customers.
- C. ~~If the Village elects.~~ In order to implement the CCA Program, the Village of Ardsley will adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, including but not limited to signing a contract for a compliant bid with one or more ~~sSuppliers~~, all as consistent with ~~this chapter, the Local Law~~ and the CCA Framework eOrder.
- D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business ~~Practices, which includes rules relating to the eligibility of participating Suppliers, the operation by which Suppliers provide Energy Services and the terms on which customers may be enrolled with Suppliers.~~ Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services and the terms on which customers may be enrolled with ESCOs.

§ 81-4 Procedures for eligibility; customer data sharing.

- A. As permitted by the ~~order~~ CCA Framework Order, the Village of Ardsley may request from the ~~distribution utilities~~ Distribution Utilities aggregated customer information by fuel type, ~~and service classification on a rolling basis, and other relevant, authorized data~~
- B. Sustainable Westchester, on behalf of the Village of Ardsley, shall issue one or more requests for proposals to ~~sSuppliers~~ to provide energy to participants and may then award ~~a contract in accordance with the CCA Program, one more contracts in accordance with the CCA Program.~~
- C. Sustainable Westchester or the Village of Ardsley, if the Village of Ardsley so chooses, will then request individual ~~customer specific data~~ Customer-specific Data from the ~~distribution utility~~ Distribution Utility in accordance with the CCA Program.
- D. Sustainable Westchester or the Village of Ardsley, if the Village of Ardsley so chooses, and the selected ~~supplier~~ Suppliers(s) will then notify ~~bundled customers~~ Opt-out Eligible Customers of the contract terms and their opportunity to opt out of the CCA Program energy supply and/or CDG Credits.
- E. In accordance with and for purposes of the ~~order~~ CCA Framework Order, ~~ConEd and NYSEG the Distribution Utility~~ will provide to Sustainable Westchester ~~aggregate and customer~~ Customer-specific dData (including usage data, capacity tag obligations, account numbers, and service addresses) of all ~~bundled customers~~ Eligible Customers in the Village of Ardsley, ~~not currently enrolled with an individually chosen ESCO.~~
- F. Sustainable Westchester and the Village of Ardsley will protect customer information as required by law, subject to the ~~order~~ CCA Framework Order and the limitations of the New York State Freedom of Information Law.

Village of Ardsley Board of Trustees Agenda-September 6, 2022

§ 81-5 Choice of energy supplier; opt-out notice and procedure.

- A. The Village of Ardsley, ~~or in conjunction with the ESCO,~~ will notify, or will cause notification of, its ~~residential and small commercial customers,~~ Opt-out Eligible Customers by letter notice, of the Village of ~~Ardsley establishing~~ Ardsley's decision to establishing the CCA Program, of the contract terms with an ~~ESCO, the Supplier,~~ and of the opportunity to opt out of the CCA Program.
- B. The letter notice will be sent to each ~~customer~~ Opt-out Eligible Customer at the address provided by the ~~distribution utility~~ Distribution Utility and explain the CCA Program and the material provisions of the ~~ESCO and/or CDG Supplier~~ contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.
- C. The opt-out period shall be at least ~~20 days~~ thirty (30) Days.

D. ~~CCA Program bundled customers, upon enrollment, will receive a welcome letter that will explain the customers' options for canceling the enrollment if they believe they were enrolled incorrectly or otherwise decide to withdraw from the CCA Program in favor of another supplier. The welcome letter also will explain that residential customers are entitled to the added protection of the mandated three-day escission period as detailed in § 5(B)(3) of the Uniform Business Practices,~~

§ 81-6 Verification and reporting.

- A. Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission, ~~which identifies the number of customers enrolled in the CCA Program by municipality and customer class, the number of customers who returned to utility service or service with another supplier during the reporting period, and the average cost of commodity supply by month for the reporting period, as required in the CCA Framework Order.~~

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

**Commented [1]:** Ardsley: The welcome letter content and opt out process is dictated by the Master Implementation Plan approved by th PSC. This clause should be removed here to avoid confusion.

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**RESOLUTION TO SCHEDULING A PUBLIC HEARING FOR  
HIROHITO FOODS, LLC. 800 SAW MILL RIVER ROAD**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for site plan approval for a proposed application to convert the vacant commercial space at 800 Saw Mill River Road (formerly Dunkin' Donuts) into a Ramen Noodle Restaurant; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, September 19, 2022 to discuss the proposed application.

## MEMO

TO: Mayor Kaboolian  
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: August 15, 2022

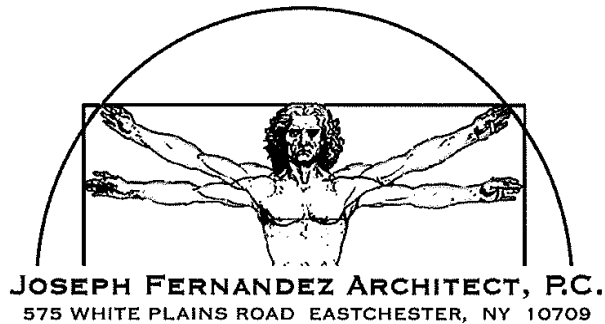
RE: Hirohito Foods, LLC 800 Saw Mill River Road

Joseph Fernandez, RA, applied for a permit on behalf of his client Hirohito Foods, LLC (Ramen Musashi) to convert the vacant space at 800 Saw Mill River Road, formerly Dunkin' Donuts, into a Ramen Noodle Restaurant. According to the letter he provided, the business will be predominantly take out with seating for 9 patrons and a small retail area to sell goods related to the menu items.

It appears that the business will not be more intensive than the former Dunkin' Donuts establishment. However, since the space has been vacant since 2013, VB approval is required. The VB should declare itself Lead Agency for site Plan review and schedule a public hearing for the 9/19 meeting.

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr800-horohito foods 08-15-22



August 9, 2022

Building Department  
Village of Ardsley  
507 Ashford ave  
Ardsley, NY 10502

Re: 800 Saw Mill River Road, Suite #2 Ardsley, NY 10502  
Ramen Musashi (New proposed restaurant)

Dear Members,

My client proposes to renovate an existing storefront previously utilized by a Dunkin Donuts (950 sf) into a new restaurant / market. The proposed facility shall be primarily a take-out establishment however it will have seating for (9) nine patrons. There will be a counter area to order from with available seating, as well as a retail area for the sale of good related to the menu items which include traditional Japanese Ramen noodle bowls, appetizers, entrees, drinks and teas.

The kitchen will contain prep areas with flat stainless steel work tables and a line of commercial kitchen cooking equipment (5 feet long) which includes an electric range and fryer. This area will have a type "1" hood over the entire cook line (As per Department of Health Regulations). The newly proposed exhaust shall also contain an in-line fan and the ductwork shall be directed towards Saw Mill River Road and away from the residential areas behind the existing building. The area will also contain a prep sink, hand washing sink and a wash area which will have a triple sink and a dishwasher for clean ups of the tools within the kitchen area.

The menu shall primary consist of Traditional Japanese Ramen Noodle bowls, a limited selection of entrees such as Katsu and Curry dishes and appetizers, drink offerings include a classic Japanese soda (Ramune) and cold sweetened teas (Bubble tea) The proposed establishment would operate from 11:30am to 8pm Sunday – Thursday, and 11:30am – 9pm Friday and Saturday.

The establishment would expect light deliveries 2-3 times a week via existing parking area on the side of the building. There is a service door for this space at the rear of the building which would be where hand cart deliveries would be bought in from a delivery truck.

Phone: 914-713-8888 · Email: [info@Joefernandezarchitect.com](mailto:info@Joefernandezarchitect.com)



Ramen Musashi  
800 Saw Mill River Road  
Ardsley, NY 10502

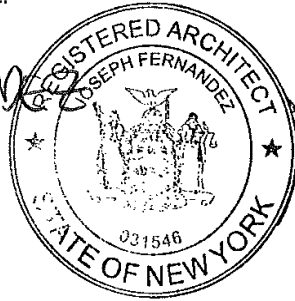
The new restaurant would maintain a staff of (3) three employees.

Refuse and recycling would be immediately disposed of in the dumpsters at the Southeast corner of the building in the parking lot. These would be picked up two times weekly, and additional pickups could be arranged as needed to meet additional demand of the space.

Sincerely,  
Joseph Fernandez, Architect, P.C.

JOSEPH FERNANDEZ

Joseph Fernandez  
Architect



**RESOLUTION TO AWARD BID FOR  
SEWER INSPECTION AND CLEANING**

**WHEREAS**, a public notice to provide sewer inspection and cleaning for the Village of Ardsley was duly advertised in an official newspaper on July 19, 2022 and;

**WHEREAS**, on August 9, 2022, at 10:00 a.m. at Ardsley Village Hall, 507 Ashford Avenue (Court Room), Ardsley, NY 10502 the Village Manager opened (4) four bids as summarized below;

**SEWER INSPECTION & CLEANING BID NO. 23-01**

BIDDER	AMOUNT
Fred A. Cook Jr., Inc.	\$128,125.00
Arold Construction Company, Inc.	\$161,000.00
National Water Main Cleaning Company	\$167,125.0
TAM Enterprises	\$266,865.00

**RESOLVED**, that the Village Board of the Village of Ardsley hereby awards the base bid for the Village to Fred A. Cook Jr., Inc. in the amount of \$128,125.00.

**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 Fred A. Cook Jr., Inc. P.O. Box 70, Montrose, NY 10579 to perform sewer inspection and cleaning in the Village of Ardsley.



**Delaware Engineering, D.P.C.**

28 Madison Avenue Extension  
Albany, New York 12203

Tel: 518.452.1290  
Fax: 518.452.1335

Tuesday, August 9, 2022

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

Subject: 2022 CCTV Sewer Inspection and Cleaning  
Bid No. 23-01 opened on 8/9/2022  
Recommendation to Award

Dear Mr. Cerretani:

Bids were received and opened today, August 9<sup>th</sup>, 2022 at Village Hall for the Village of Ardsley Bid No. 23-01, 2022 CCTV Sewer Inspection and Cleaning. Four (4) bids were received, a bid tabulation is provided below. We have reviewed the bids and confirmed that the low bidder is a responsive qualified bidder.

We recommend the project be awarded to Fred A. Cook Jr. Inc. for One Hundred and Twenty-Eight Thousand, One Hundred and Twenty-Five Dollars and Zero Cents (\$128,125.00).

<u>Bidder</u>	<u>Amount</u>
<b>Fred A. Cook Jr. Inc.</b>	<b>\$128,125.00</b>
<i>Arold Construction Company, Inc.</i>	<i>\$161,000.00</i>
<i>National Water Main Cleaning Company</i>	<i>\$167,125.00</i>
<i>TAM Enterprises</i>	<i>\$266,865.00</i>

Feel free to call me any time at (518) 452-1290 (office), or (201) 839-7548 (Mobile) if you have any questions or concerns.

Sincerely,

James Cavalari  
Project Engineer

55 South Main St, Oneonta, New York 13820 · Phone (607) 432-8073  
16 East Market St, Red Hook, New York 12571 · Phone (518) 452-1290  
548 Broadway, Monticello, New York 12701 · Phone (845) 791-7777  
223 Main St, Suite 103, Goshen, New York 10924 · Phone (845) 615-9232

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**Article 1. PARTIES TO CONTRACT.**

**THIS AGREEMENT** is dated as of the 6th \_\_\_\_\_ day of September \_\_\_\_\_ in the year 20\_22 by and between the Village of Ardsley, NY (hereinafter called OWNER) and \_\_\_\_\_ Fred A. Cook Jr. Inc. \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 2. WORK.**

2.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**2022 Sewer Inspection and Cleaning  
Village of Ardsley**

**Article 3. CONTRACT TIMES.**

- 3.1 The Work will be completed per the following milestones:
- A. Be substantially complete within 90 days from notice to proceed;
  - B. And, will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days from notice to proceed.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Thousand and 00/100 dollars (\$ 2,000.00) for each day that expires after the time specified in paragraph 3.1 until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER. CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
- 3.3 In addition to the liquidated damages set forth above, the CONTRACTOR shall be liable for all additional costs incurred by the OWNER for engineering and inspection services that extends beyond the substantial completion time specified in the Contract Documents.

**Article 4. CONTRACT PRICE.**

The total estimated amount of the Contract is One hundred twenty-eight thousand one hundred twenty-five and 00/100  
(\$ 128,125.00) based on the prices set forth in the Bid Form.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1. For the total of the lump sum of base bid, contingency allowance(s), and bid alternate(s).
- 4.2 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in the General Conditions.

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. *Progress Payment & Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
  - 5.1.1 Prior to substantial completion, the CONTRACTOR shall be paid up to 95% of the amount for the work completed in accordance with Section 10 of Special Conditions, with the 5% balance being retainage.
  - 5.1.2. Upon Substantial Completion, the OWNER may increase total payments to CONTRACTOR to 100% of Contract Price, less an amount equal to double the value of the remaining work or the retainage whichever is less, provided the OWNER receives a release of surety from the CONTRACTOR.
- 5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions. OWNER shall pay the remainder of the Contract Price.
- 5.3. *Change Orders.* For changes in work greater than \$100,000, the percentage of overhead and profit shall be subject to negotiation.

**Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigation, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement
- 7.2. Exhibits to this Agreement
- 7.3. Performance, Payment, and other Bonds, identified as exhibits.
- 7.4. Notice to Proceed
- 7.5. General Conditions
- 7.6. Supplementary Conditions
- 7.7. Special Conditions
- 7.8. Specifications bearing the title Bid Documents and Technical Specifications

- 7.9. Exhibits
- 7.10. Addenda
- 7.11. CONTRACTOR's Bid
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Award.

7.15. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

**Article 8. MISCELLANEOUS.**

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Article 10. Contractor's Agreement Certification**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_(which is the Effective Date of the Agreement).

OWNER\_\_\_\_\_ CONTRACTOR\_\_\_\_\_

\_\_\_\_\_

By:\_\_\_\_\_By:\_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]



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**RESOLUTION APPOINTING POLICE OFFICER  
NICHOLAS GUCCIONE**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby appoints Nicholas Guccione to the position of Police Officer Fourth Grade, contingent upon successfully meeting all Civil Service requirements at the annual salary of \$75,230.00 effective 8/29/2022; and

**BE IT FURTHER RESOLVED**, that in accordance with the civil service rules and regulations of the Westchester County Department of Human Resources such appointment is subject to a probationary period of not less than 12 weeks and no more than 52 weeks.


**RESOLUTION APPROVING THE INSTALLATION OF QR CODE SIGNS FOR  
THE ARDSLEY TRAIN STATION HISTORICAL MARKER**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby approves the Ardsley Historical Society's request to install two QR code signs to the pole for the Ardsley Train Station historical marker. Each sign would be 12" x 18" (W x H) and would be installed on the pole right below the marker; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, such installation is subject to final placement by the Village.







**ARDSLEY STATION**  
NYC & NORTHERN RR BEGAN RAIL  
SERVICE HERE 1880. LATER PART  
OF NY CENTRAL RR PUTMAN  
DIV. LINKED ARDSLEY TO NYC.  
LAST PASSENGER TRAIN IN 1958.  
WILLIAM C. POMEROY FOUNDATION 2022 903



SCAN TO LEARN MORE



## **RESOLUTION ESTABLISHING FEE FOR LEAF BAGS**

**Resolved,** that the Village Board of the Village of Ardsley hereby amends chapter A210 entitled Fees of the Ardsley Village Code as follows:

Establishing Leaf Bags fees of .50 cents per bag effective immediately.