



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, June 1, 2020

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

While New York remains in a State of Emergency during this pandemic crisis, we strongly encourage residents to participate in our Statutory Meetings by Zoom either by web or by phone. Instructions for remote participation are below. The following is the website and the phone number for participation in this meeting:

Join Zoom Meeting

<https://us02web.zoom.us/j/7958421333?pwd=TzB3aWFsZUZTdTFpeE1abTE2SktrUT09>

Meeting ID: 795 842 1333

Password: 04072020

One tap mobile

+19292056099,,7958421333# US (New York) 13126266799,,7958421333# US

+(Chicago)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 795 842 1333

Find your local number: <https://us02web.zoom.us/j/k0anmw1Eo>

UPDATES FROM- ASSEMBLYMAN THOMAS ABINANTI

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3. APPROVAL OF MINUTES:

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4. DEPARTMENT REPORTS

4.1. LEGAL

4.2. MANAGER

4.2.a June 1, 2020 Manager's Report

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4.3. TREASURER

4.3.a Abstract Report-June 1, 2020

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

6. OLD BUSINESS:

7. NEW BUSINESS:

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7.a Consider a Resolution to Schedule a Public Hearing For Proposed Plan Revisions for 708 Saw Mill River Road

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7.b Consider a Resolution Authorizing the Village Manager to Sign a Universal Master Municipal MM Capital Project(s) Agreement

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7.c Consider a Resolution Authorizing the Village Manager to Sign an Inter-Municipal Agreement with Westchester County for Solid Waste & Recyclables Disposal for Refuse Disposal District #1

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7.d Consider a Resolution to Appoint Lauren Hadi and Matthew Gonzales to the Library Board

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. NEXT BOARD MEETING:

June 15, 2020

**VILLAGE OF ARDSLEY
BOARD OF TRUSTEES
REGULAR MEETING
MONDAY, MAY 18, 2020**

Present:	Mayor	Nancy Kaboolian
	Trustee	Evan Yager
	Trustee	Joann D’Emilio
	Trustee	Steve Edelstein
	Village Manager	Meredith S. Robson
	Village Attorney	Robert Ponzini
	Village Clerk	Ann Marie Rocco
Absent:	Deputy Mayor Trustee	Andy DiJusto

Mayor Kaboolian called to order the Regular Meeting at 8:00 p.m. via Zoom.

**8:15 p.m. PUBLIC HEARING
Public Hearing to Consider Establishing Sewer Rents**

Presentation by Lorraine Kuhn 2019 Annual Stormwater Report

Lorraine Kuhn presented a Power Point presentation to the Board of Trustees regarding water conservation & reuse. Presentation of NYS DEC Stormwater (SW) Annual Report 2019 (SW Year March 9, 2019 to March 9, 2020). As an MS4 (Municipal Separate Storm Sewer System), the Village of Ardsley is required to prepare and submit a SW Annual Report to NYS DEC. The MS4 program covers 6 Minimum Measures (Outreach & Education, Public Participation, Illicit Discharge Detection & Elimination, Pre-construction SW Control, Post-construction SW Control, and Municipal Good Housekeeping). These measures must be addressed each year to maintain the Village of Ardsley SPDES permit (State Pollution Discharge Elimination System) which allows the Village to drain stormwater to local waterbodies.

I. ANNOUNCEMENT OF EXIT SIGNS

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES: Regular Meeting – Monday, May 4, 2020

Trustee Yager: RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, May 4, 2020 as submitted.
Seconded by Trustee D’Emilio and passed unanimously.

IV. DEPARTMENT REPORTS:

LEGAL REPORT: Village Attorney Robert Ponzini stated there is nothing to report and has been working with staff on various ongoing items.

MANAGER'S REPORT – 05/18/2020

Village Manager Robson read the following report:

- 1. MEMORIAL DAY CLOSING:** Staff (except police) in all Village offices, including the Library, the Community Center, Court and the Department of Public Works will be observing Memorial Day on Monday, May 25, 2020 and will be unavailable for routine calls and emails.
- 2. TAXES DUE:** The 1st half of the 2020 Village Tax is due, without penalty, by July 1, 2020. Payments made in person after July 1, 2020, or that arrive via mail postmarked by the postal service after July 1, 2020, or arrive thereafter without a postmark, will be assessed a late penalty as required by the New York State Real Property Law. Meter-mailed postmarks are not a valid proof of timely payment. Most payments made through online banking come in without dates and will not be accepted if the envelope is not postmarked by the deadline. Please bear in mind that no Village official is empowered to waive the late fee for any reason.

TREASURER'S REPORT:

Village Manager Robson, read the Treasurer's Report for May 18, 2020:

Village Manager Robson, stated the bills for the past two weeks totaled as follows: From the General Fund: \$193,279.70 from the Trust & Agency Fund: \$0.00 and from the Capital Fund: \$27,095.00.

Trustee D'Emilio: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$193,279.70 from the Trust & Agency Fund: \$0.00 and from the Capital Fund: \$27,095.00. **Seconded by Trustee Edelstein and passed unanimously.**

Mayor Kaboolian read the Warrant to Village Treasurer to Collect and Receive Taxes and was accepted under submission.

Warrant to Village Treasurer to Collect and Receive Taxes

TO: TREASURER OF THE VILLAGE OF ARDSLEY IN THE COUNTY OF WESTCHESTER, STATE OF NEW YORK

YOU ARE HEREBY AUTHORIZED AND DIRECTED to receive and collect from each of the several persons, group of persons and corporations named in the annexed Tax Roll and the owners of real property described therein, the several sums of money

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set forth in the column headed "Total Tax" of said Tax Roll opposite the name of each person, groups and persons, corporations or owners of real property therein described, in the total sum and for the purposes appearing in the summary statement of the purposes for which the same have been levied as follows:

General Government	\$2,593,914
Public Safety	\$3,862,617
Health	\$127,122
Transportation	\$1,229,720
Economic Development	\$14,600
Culture & Recreation	\$363,751
Home & Community	\$572,462
Employee Benefits	\$3,466,298
Other Funds	\$295,421
Debt Service	\$1,468,252
 Total Expenditures	 \$13,994,157
 Appropriated Debt Reserve	 \$300,000
Other Sources of Income	\$2,516,172
 Balance to Be Raised by Taxation	 \$11,177,985

YOU ARE HEREBY FURTHER AUTHORIZED AND DIRECTED TO COLLECT

and receive so much of the above described monies, as by each of said persons, groups of persons, corporations and owners of the real property described in said Tax Roll, as may be voluntarily paid to you, provided, however, that such sum of money required to be paid as aforesaid may be paid to and received by you in two equal installments: the first of which installment may be paid to and received by you during the period of June 1, 2020 to June 30, 2020, both dates inclusive, without penalty or additional charges; and the second equal installment of which may be paid to and received by you without penalty or additional charge at any time prior to or during the period of December 1, 2020 to December 31, 2020, both dates inclusive, provided further that as to each such installment or any fractional part thereof as shall be unpaid at the expiration of the period during which it may be paid without penalty or additional charge as above provided you shall charge and receive on the payment and collection thereof the additional sum of 5 percent (5.00%) of such installment paid or received during the calendar month next succeeding the close of the period, said sum might, as above provided be paid without penalty or additional charge and an additional charge thereafter at the rate of interest determined by the Commissioner of Taxation & Finance., State of N.Y., pursuant to Section 924-a of the Real Property Tax Law of such sum for each month or fraction thereof thereafter and you are directed to make a return of this warrant and the annexed Tax Roll on or before the fourth day of February 2021, unless sooner directed by the Board of Trustees of this Village, and if any tax or real property or any interest thereof placed upon the

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said Tax Roll shall be unpaid at the time that you are required to return this Warrant and Tax Roll, you are directed to deliver to the Board of Trustees, and account of the taxes remaining due, containing a description of the lands, and owners of lands, upon which such taxes are unpaid as the same were placed on the said Tax Roll, together with the amount of the tax so assessed and the penalty and charges thereon.

IN WITNESS WHEREOF, The Mayor of said Village of Ardsley by order of the Board of Trustees has hereunto set her hand and caused to be affixed the corporate seal of said Village this 18th day of May 2020.

ANN MARIE ROCCO-Village
Clerk Village of Ardsley

NANCY KABOOLIAN-Mayor
Village of Ardsley

BUILDING DEPARTMENT REPORT: Mayor Kaboolian stated that the Building Department Report be accepted under submission for April 2020:

- 7 Building permits
 - 7 Application fees
 - 8 Certificates of Occupancy
 - 4 Plumbing permits
 - 3 Electrical permits
 - 7 Letters of Compliance
 - 0 Miscellaneous
- Total received - \$4,203.00

Other activities –

- 26 Building inspections
- 4 Zoning inspections
- 1 Fire inspections
- 1 Violation notices
- 3 Warning notices
- 0 Appearance tickets

The fire inspections listed above were performed by the Building Inspector.

FIRE DEPARTMENT REPORT: Mayor Kaboolian stated that the Fire Department Report be accepted under submission for April 2020:

- 4/1/2020, 4/8/2020, 4/15/2020, 4/22/2020 & 4/29/2020, Chief's Lindsay and Murray participated in Village Manager's Emergency Management meeting via Zoom.
- 4/8/2020 – Chief's Lindsay, Murray and Mancini participated in Battalion meeting via Zoom.

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- 4/22/2020 – Chief’s Lindsay and Murray participated in Battalion 14 meeting via Zoom.
- 26 Calls for the Month
- Due to Pandemic there was no training for our members for the month of April 2020.

POLICE DEPARTMENT REPORT:

Chief Piccolino reported the following activities for April 2020:

- Court fine and fees - \$6,375.00
- Property Lost or Stolen - \$15,000.00
- Property Recovered - \$15,000
- Alarm fines and fees - \$40.00
- Meter collection - \$27.00
- 0 Parking summonses issued
- 0 UTT summonses issued
- 0 Appearance ticket issued

Other activities attended by Officers –

TRAINING

- Total training for the month of April - 8 hours
- The training consisted of SWAT (Most training has been cancelled due to the pandemic)

COMMUNITY POLICING

Due to the current Coronavirus pandemic community policing officers have been resigned to patrol duties.

Community Information

We have seen an uptick on fraud cases. For the month of April, we had four cases of bank and credit card fraud reported. Residents are encouraged to check their statements and report any discrepancies to their respective institutions.

I want to commend our residents for their continued cooperation in social distancing. Our officers continue to monitor the situation and follow up on all complaints.

CORONAVIRUS 2019:

There is currently no vaccine to prevent COVID-19. The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventative actions to help the spread of respiratory disease including:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose & mouth.
- Stay home when you are sick.
- 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.

In light of new data about how COVID-19 spreads, along with evidence of widespread COVID-19 illness in communities across the country, CDC recommends that people wear a cloth face covering to cover their nose and mouth in the community setting. This is an additional public health measure people should take to reduce the spread of COVID-19 in addition to (not instead of) social distancing, frequent hand cleaning and other everyday preventive actions. A cloth face covering is not intended to protect the wearer, but may prevent the spread of virus from the wearer to others. This would be especially important in the event that someone is infected but does not have symptoms. A cloth face covering should be worn whenever people must go into public settings (grocery stores, for example). Medical masks such as N-95 respirators are reserved for healthcare workers and other first responders, as recommended by current CDC guidance.

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

-If soap and water are not readily available, use an alcohol based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

For information about handwashing, see CDC's Handwashing website:
<https://www.cdc.gov/handwashing/index.html>

For information specific to healthcare, see CDC's Hand Hygiene in Healthcare Settings:
<https://www.cdc.gov/handhygiene/index.html>

These are everyday habits that can help prevent the spread of several viruses. CDC does have specific guidance for travelers.
<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>

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

Police Chief Anthony Piccolino congratulated our newest Police recruit Johnathon Goldstein. He will be starting with the Police Department on Thursday.

MAYOR'S ANNOUNCEMENTS:

Mayor Kaboolian announced the following:

- Unfortunately, our Memorial Day parade has been cancelled.
- Encouraged residents to visit Pascone Park over the weekend and to read the names on the wall to honor and remember those who served.
- Recently helped celebrate Aleta Reid's 100th Birthday.
- Advocated with our representatives in Washington for the passage of the Heroes Act.
- June 9th is the School Board vote and June 23rd is the Primary Election. The School Board will be mailing out information regarding the school board vote. The Board of Elections will be mailing absentee ballots. As of now there will be in person voting for the primary on June 23rd.
- Reminded residents that we are in the Westchester County region and we are still under the pause criteria.

TRUSTEE YAGER:

Trustee Yager announced the following:

- We are still working on the Comprehensive Plan and we are waiting for a final draft.

TRUSTEE D'EMILIO:

Trustee D'Emilio announced the following:

- Participated in the Aleta Reid 100th Birthday celebration.
- The Historical Society Newsletter is now available on the Ardsley Historical Society website.
- SAYF Coalition are offering some programs via Zoom such as Homework Help and Middle School Hangout.

TRUSTEE EDELSTEIN:

Trustee Edelstein announced the following:

- The Recreation Center has arranged for some programs such as yoga, cooking classes and robotics via Zoom. Please check the website to sign up for these programs.
- The Multicultural Committee is still working on the design of the yard sign.

Mayor Kaboolian:

Mayor Kaboolian read the ASVAC report for the month of April 2020 on behalf of Trustee DiJusto:

- Total of 27 calls for the month of April.

VISITORS:

8:15 p.m. Public Hearing was opened

Mayor Kaboolian spoke about the sewer rents:

The Village has passed a law establishing a separate sewer fund in order to maintain our aging sewers. By establishing a separate fund, we are able to charge all users of the sewer system, regardless of tax exemption status, for the necessary repairs and on-going maintenance of the system. Also, by establishing a separate fund we were able to remove some of the expenses allocated for sewers from our general fund which, along with other changes to our budget this year, helped us reduce our tax rate from last year.

The sewer fees will be charged based on water usage. The rate is \$1.89 per CCF of water consumption. A CCF represents one-hundred cubic feet of water. (The first "C" comes from the Roman word for hundred, "centum.") A CCF is equal to 748 gallons of water. So, if you use 5,000 gallons of water your monthly bill will be approximately \$12.64. The less water you use the less you pay. But everyone who uses the sewers will be paying. The fee structure incentivizes responsible water use and encourages conservation. We have contracted with a third-party billing company called Minol USA. Bills will be issued on a quarterly basis. The billing period will begin in June and the first bills will be sent out in October.

Village Manager Robson stated that we can send out a reminder to residents regarding the new billing that will be mailed out. The billing will cover for the first quarter, June, July and August.

No one from the public called to speak on this public hearing.

Closed Public Hearing

Trustee Edelstein: RESOLVED, that the Village Board of Ardsley hereby closes the public hearing on May 18, 2019 at 9:06 p.m. for establishing the proposed sewer rent rate. **Seconded by Trustee D’Emilio and passed unanimously.**

V. OLD BUSINESS

VI. NEW BUSINESS

1. Consider a Resolution Establishing a Sewer Rent Rate for FY 2020-2021

RESOLUTION ESTABLISHING A SEWER RENT RATE FOR FY 2020-2021

Trustee Edelstein WHEREAS, the Village Manager has provided the proposed sewer rent rate for FY 2020-2021 to the Board of Trustees, that being \$ 1.89 /CCF of water consumption; and

WHEREAS, as required by law, the Board has conducted a public hearing on May 18, 2020 wherein all interested parties were given an opportunity to be heard; and

Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes the sewer rent rate for FY 2020-21 at \$1.89/CCF of water consumption. **Seconded by Trustee Yager and passed unanimously.**

2. Consider a Resolution Authorizing the Village Manager to Sign an Agreement with Sustainable Westchester for a Waste & Recycling Communications Platform

RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH SUSTAINABLE WESTCHESTER FOR A WASTE & RECYCLING COMMUNICATIONS PLATFORM

Trustee D'Emilio RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Sustainable Westchester, 40 Green Street, Mt. Kisco, NY 10549 for a Waste & Recycling Communications Platform effective June 1, 2020. **Seconded by Trustee Yager and passed unanimously.**

3. Consider a Resolution to Adopt the 2019 Annual MS4 Stormwater Report

RESOLUTION ADOPTING THE 2019 ANNUAL MS4 STORMWATER REPORT

Trustee Yager: RESOLVED, that the Village Board of the Village of Ardsley hereby adopts the 2019 Annual MS4 Stormwater Report. **Seconded by Trustee Edelstein and passed unanimously.**

4. Consider a Resolution to Modify the 2019/2020 Budget By Enabling the Village Treasurer to Make Necessary Transfers Within the General Fund

RESOLUTION MODIFYING THE 2019/2020 BUDGET BY ENABLING THE VILLAGE TREASURER TO MAKE NECESSARY TRANSFERS WITHIN THE GENERAL FUND

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2019/2020 Village Budget by transferring \$215,691.47.

FROM LINE ITEMS:

A 1910-0400-0000 Contractual	26,667.96
A 1964-0462-0000 Certiorari	148,288.51
A 9015-0825-0000 Police Retirement	8,664.00
A 9040-0803-0000 Workers Compensation	32,071.00

TO LINE ITEMS:

A 1325-0419-0000 Technology	1,388.00
A 1420-0460-0000 Contract Services	8,692.00
A 1420-0461-0000 Professional Services	35,773.92
A 1420-0468-0000 Litigation	20,451.89
A 1620-0410-0000 Supplies	541.27
A 1620-0452-0000 Bldg Maintenance	2,070.57
A 1640-0426-0000 Motor Vehicle Repair	6,011.47
A 1640-0428-0000 Tires	438.12
A 1920-0400-0000 Contractual Expenses	42.00
A 1989-0400-0000 Contractual Expenses	25,000.00
A 3310-0415-0000 Operating Supplies	15,927.95
A 5010-0486-0000 Engineering	6,736.46
A 5110-0200-0000 Equipment	50,662.00
A 7185-0430-0000 Utilities	930.01
A 7185-0452-0000 Bldg Maintnace	9,848.17
A 7185-0460-0000 Contract Services	846.89
A 8120-0483-0000 Sewer Maintenance	1,970.59
A 8140-0483-0000 Sewer Maintenance	4,657.04
A 8560-0415-0000 Tree Maintenance	4,475.00
A 9010-0801-0000 State Retirement	19,036.00
A 9045-0805-0000 Unemployment Insurance	192.12

Seconded by Trustee D’Emilio and passed unanimously.

5. Consider a Resolution to Schedule a Public Hearing to Pursue Eminent Domain Proceedings for the Properties Located on Heatherdell Road and Saw Mill River Road

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RESOLUTION TO SCHEDULE A PUBLIC HEARING TO PURSUE EMINENT DOMAIN PROCEEDINGS FOR THE PROPERTIES LOCATED ON HEATHERDELL ROAD AND SAW MILL RIVER ROAD

Trustee D’Emilio: Resolved, that the Village of Ardsley will conduct a public hearing in accordance with the notice of public hearing which more fully describes the manner and nature of the proceeding, the properties to be acquired and the time and place of the virtual hearing to commence at 8:10 PM on June 15, 2020. All residents are invited to attend pursuant to the Notice and to participate accordingly. **Seconded by Trustee Yager and passed unanimously**

6. Consider a Resolution Authorizing the Village Manager to Sign a Retainer Agreement for Eminent Domain Related to the Heatherdell Road Sidewalk & Guiderail Project

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN A RETAINER AGREEMENT FOR EMINENT DOMAIN RELATED TO THE HEATHERDELL ROAD SIDEWALK & GUIDERAIL PROJECT

Trustee Yager: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign a Retainer and agreement with David Venditti of Gaines, Novick, Ponzini, Cossu & Venditti, LLP. 1133 Westchester Ave. N202, White Plains, NY 10604 for eminent domain proceedings related to the Heatherdell Road Sidewalk & Guiderail Project. **Seconded by Trustee Edelstein and passed unanimously**

VII. CALL FOR EXECUTIVE SESSION –Legal Matters

VIII. ADJOURNMENT OF MEETING

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, May 18, 2020, at 9:15 p.m. **Seconded by Trustee D’Emilio and passed unanimously.**

IX. NEXT VILLAGE BOARD MEETING: Monday, June 1, 2020 at 8:00 p.m.

Respectfully submitted,

Ann Marie Rocco
Village Clerk

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MANAGER'S REPORT 6/1/20

- 1. TENNIS COURT RECONSTRUCTION:** The contractor for the tennis court reconstruction project has been authorized to complete the final work on our new courts. When we open the courts, however, there will be strict requirements in place to provide for public safety during the pandemic. We will put out a notice when they are available for reservations to play.
- 2. ROAD PAVING PROJECT:** The bids received for the road paving project have been rejected and this project, which is done jointly with the other villages in the Town of Greenburgh, will be re-bid.
- 3. TAXES DUE:** The 1st half of the 2020 Village Tax is due, without penalty, by July 1, 2020. Payments made in person after July 1, 2020, or that arrive via mail postmarked by the postal service after July 1, 2020, or arrive thereafter without a postmark, will be assessed a late penalty as required by the New York State Real Property Law. Meter-mailed postmarks are not a valid proof of timely payment. Most payments made through online banking come in without dates and will not be accepted if the envelope is not postmarked by the deadline. Please bear in mind that no Village official is empowered to waive the late fee for any reason.
- 4. CENSUS:** Not that I am competitive or anything, but we have been running in first or second place in the County on the census response rate for a number of weeks now. We encourage everyone to respond to keep us in first place for the long haul and beat our own response rate on the 2010 census!
- 5. RE-OPENING OF VILLAGE HALL TO THE PUBLIC:** We are currently finalizing a plan for the return of regular Village Hall operations with appropriate public safety precautions in place during this pandemic. Once it is finalized and the building is cleared to re-open, we will get the word out to the community.

ABSTRACT FOR VILLAGE BOARD MEETING OF JUNE 1st, 2020

<u>GENERAL FUND</u>	<u>\$194,684.50</u>
<u>TRUST & AGENCY FUND</u>	<u>\$0.00</u>
<u>CAPITAL FUND</u>	<u>\$821.25</u>

ABSTRACT FOR VILLAGE BOARD MEETING OF JUNE 1ST, 2020			
Date	Vendor Name	Description	Amount
5/28/2020	A1 COMPUTER SERVICES INC.	Invoice for April 2020	572.00
5/28/2020	A1 COMPUTER SERVICES INC.	Invoice for April 2020	1,300.50
5/28/2020	A1 COMPUTER SERVICES INC.	Invoice for April 2020	175.00
5/27/2020	AAA EMERGENCY SUPPLY CO	COVID supplies	261.50
5/27/2020	AAA EMERGENCY SUPPLY CO	Eye shields and earlaps	875.00
5/12/2020	ADVANTAGE EMERGENCY DEVICES, I	Replacement AED	2,180.00
5/29/2020	BARBARA BERARDI	Medical Reimbursement	433.80
6/1/2020	CAMBRIDGE DATA GRAPHICS	Tax bills	767.55
5/29/2020	Camoin Associates	March market analysis	16,920.00
5/12/2020	CDW GOVERNMENT	Battery Backup for PD computer	46.13

5/12/2020	CDW GOVERNMENT	Flash Drives	138.00
5/27/2020	CHEUNG, RAYMOND Y	TAX REFUND Prop Tax	147.11
5/20/2020	CON EDISON	Usage for 4/14/20-5/12/20	251.99
5/29/2020	Con Edison	Usage for 4/14/20-5/12/20	296.14
5/29/2020	CORSI TIRE	Tire Purchase	584.00
5/27/2020	CRESSI, NICOLE	TAX REFUND Prop Tax	594.99
2/27/2020	DIGISCRIBE INTERNATIONAL	Scanning, Storage	1,725.00
2/27/2020	DIGISCRIBE INTERNATIONAL	Scanning	2,000.00
2/27/2020	DIGISCRIBE INTERNATIONAL		2,035.10
5/29/2020	DIPIKA PATEL	Medical Reimbursement	867.60
5/29/2020	GABRIELLI TRUCK SALES LTD	Drive Shaft	322.67
1/13/2020	GEORGE MALONE	Cable access director service	791.45
5/27/2020	GRANITE, BERNARD	TAX REFUND Prop Tax	48.96
2/13/2020	IMS ALLIANCE	tags	50.00
5/27/2020	JACOBSON, ROBERT	TAX REFUND Prop Tax	2,939.45
1/13/2020	JAMES J HAHN ENGINEERING PC	April 2020 Invoice	3,266.25
1/13/2020	JAMES J HAHN ENGINEERING PC	2019 Milling & Paving	256.25
5/27/2020	KHOKHAR, ABDUL S	TAX REFUND Prop Tax	4,142.91
5/29/2020	LILLIAN MANNING	Medical Reimbursement	433.80
1/17/2020	LONG ISLAND SANITATION EQUIP.	Flange Clamp	193.22
5/29/2020	MARION DEMAIO	Medical Reimbursement	1,735.20
5/29/2020	MARY CALIFANO	Medical Reimbursement	568.80
5/27/2020	MCGARVEY, BRIAN	TAX REFUND Prop Tax	3,895.63
5/19/2020	MEREDITH ROBSON	Cell Phone usage for May 2020	79.00
5/27/2020	MEYER, ADRIENNE M	TAX REFUND Prop Tax	211.31
5/27/2020	MEYER, ADRIENNE M	TAX REFUND Prop Tax	48.96
5/27/2020	MONSERRATE, CARLOS	TAX REFUND Prop Tax	2,844.04
6/1/2020	NYCOM	NYCOM annual dues	2,417.00
6/1/2020	NYS EMPLOYEES HEALTH INS	June premium	125,670.30
5/27/2020	ONEILL, JAMES R	TAX REFUND Prop Tax	227.30
5/28/2020	ORTIZ WELDING	Two tubes and rolled one plate	150.00
5/29/2020	PARTNERS IN SAFETY INC	Random Testing	86.00
3/18/2020	PARTNERS IN SAFETY INC	Physcial for K. Memon	258.00
5/20/2020	PARTS AUTHORITY	Syn Oil	47.40
5/29/2020	PAUL BUNYAN TREE SERVICE	Tree removal McKinley&Paper	900.00
5/20/2020	PECKHAM INDUSTRIES INC	Asphalt-Potholes	434.96

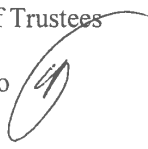
5/29/2020	READERS HARDWARE INC	Batteries	170.64
5/29/2020	READERS HARDWARE INC	Light Bulbs	15.57
5/29/2020	READERS HARDWARE INC	clorox,tape,sprayer	46.93
5/29/2020	READERS HARDWARE INC	rags,sprayer,bags,batteries	71.51
5/29/2020	READERS HARDWARE INC	Wire Cutter,Ballast,Bulbs	132.23
5/29/2020	RICHARD GEREGHTY	Medical Reimbursement	629.40
5/29/2020	RICKY LAPINE	Medical Reimbursement	433.80
5/20/2020	SCARSDALE FORD INC.	Sensors	101.18
5/27/2020	SOKOLOW,GILBERT & ISOBEL	TAX REFUND Prop Tax	3.91
5/29/2020	Specialty Automotive Equipment	Lift Inspection & Repair	500.00
5/29/2020	STANDARD INSURANCE COMPANY	May premium	955.50
6/1/2020	STANDARD INSURANCE COMPANY	June premium	955.50
5/22/2020	THE RIVERTOWNS ENTERPRISE		29.00
5/29/2020	THE RIVERTOWNS ENTERPRISE	Tax Collection Notification	40.80
5/29/2020	THOMAS GREEN	Medical Reimbursement	629.40
5/27/2020	TOLLS BY MAIL PAYMENT CENTER	Bill # 17400491605	31.25
5/29/2020	TOWN OF GREENBURGH	Water Bill 24627	20.00
5/28/2020	VERIZON	Payment acct#914-478-3717-855	27.48
5/28/2020	VERIZON	914-478-3618-068	32.57
5/28/2020	VERIZON WIRELESS	Payment for 4/13/20-5/12/20	504.92
5/29/2020	VINCENT GIORDANO	bldg inspector coverage	200.00
5/29/2020	VINCENT PASCUCCI	Medical Reimbursement	314.70
2/18/2020	W.B. MASON CO. INC.	C-folds, Files, Other Supplies	273.45
5/29/2020	WESTCHESTER COUNTY DEF	April 2020 Tipping Fee	3,914.15
5/29/2020	WILLIAM WATSON JR	Medical Reimbursement	402.00
5/27/2020	XEROX CORPORATION	Usage for 3/26/20-4/20/20	58.34
		GENERAL FUND TOTAL	194,684.50
		TRUST & AGENCY FUND TOTAL	0.00
1/13/2020	JAMES J HAHN ENGINEERING PC	Pascone Park April 2020	675.00
1/13/2020	JAMES J HAHN ENGINEERING PC	April 2020	146.25
		CAPITAL FUND TOTAL	821.25

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO FOR
PROPOSED PLAN REVISIONS FOR 708 SAW MILL RIVER ROAD**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, June 15, 2020 via zoom at 8:20 p.m. to discuss proposed plan revisions for 708 Saw Mill River Road.

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: May 29, 2020

RE: 708 Yellow Jersey LLC, 708 Saw Mill River Road

708 Yellow Jersey LLC, the owner of 708 Saw Mill River Road, received VB approval on 5/7/18 to perform major alterations on the existing two story mixed use building. A building permit was issued on 4/11/19 and work began soon thereafter.

The owner recently submitted revised plans which proposed substituting the siding materials on the second story addition, altering the proposed awnings on the existing laundromat and adding accent curbing at the storefronts. The BAR reviewed the proposed plans and do not have any issues with the proposed changes. However, since the VB approved the original site plan, these modifications also require VB approval.

The VB should declare itself Lead Agency for these minor site plan modification and schedule a public hearing on 6/15/20.

Let me know if you need any additional information.

**Resolution Authorizing the Village Manager to Sign a Universal Master
Municipal MM Capital Project(s) Agreement Related to the Heatherdell
Road Sidewalk & Guiderail Project**

Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign a Universal Master Municipal MM Capital Project(s) Agreement with Department of Transportation, 50 Wolf Road, Albany, NY 12232 related to the Heatherdell Road Sidewalk & Guiderail Project.

Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller (OSC) approved contract is required

[Note: A separate contract is required for each individual Multi-Modal Program source]

NYS COMPTROLLER'S CONTRACT NO. D026888

THIS AGREEMENT made this _____ day of _____, 202__, is between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the **Village of Ardsley** (the Sponsor), with offices at **507 Ashford Avenue, Ardsley, NY 10502**, to provide for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs that may fund eligible project costs through the bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:

- (1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
- (2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and
- (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

Agreement Form - this document titled AMaster Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required;

Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

Appendix "A" - New York State Required Contract Provisions.

Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)

2. *Work, Maintenance & Operation.* Sponsor shall render all services and furnish all materials and

Universal Master Municipal MM Agreement
Municipal Sponsor: Village of Ardsley

equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

3. *Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, NYSDOT agrees to reimburse eligible project costs in accordance with, and not to exceed amounts identified in, Schedule A or Supplements to Schedule A. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to §3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years; and, (c) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**

3.1. *Eligible Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

3.2. *Sponsor Debt Service.* Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

4. *Payment.* Payments hereunder shall be as follows:

4.1. *Payment Upon Completion.* **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

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4.2. *Periodic Reimbursement.* If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.

4.3. *Certifications.* In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued for such purposes.

4.4. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5. *Ethics Considerations.* In addition to Sponsor's conforming with the applicable provisions of Public Officers Law '73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law '806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval thereof from NYSDOT.

6. *NYSDOT Performance Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in

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Municipal Sponsor: Village of Ardsley

connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

8. *Contract Executory.*

8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.

8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

9. *Sponsor Liability.*

9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.

10. *No Assignment or Transfer of Contract.* Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

11. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status

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of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

12. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

13. *Term of Agreement.* As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

14. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

15. Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

16. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

16.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,* including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

Universal Master Municipal MM Agreement
Municipal Sponsor: Village of Ardsley

- 16.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
- 16.3 *New York Transportation Law, Section 427, Equal employment opportunity program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement
17. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.
18. *Notice Requirements.*
- 18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
- 18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
- 18.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 18.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Universal Master Municipal MM Agreement
Municipal Sponsor: Village of Ardsley

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor:

New York State Department of Transportation:

BY: _____
TITLE: _____
DATE: _____

BY: _____
for the Commissioner of Transportation
Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
DATE: _____

Sponsor ACKNOWLEDGMENT

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

On this _____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he/she is the _____ of the _____, executed such instrument in his/her capacity pursuant to authority duly vested in him/her by _____ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public



APPROVED AS TO FORM:

APPROVED:

BY:

BY:

New York State Attorney General

For the State Comptroller pursuant
to Section 112, State Finance Law

Master Municipal MULTI-MODAL Program SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. Name of Municipal Project Owner: Village of Ardsley
2. Project Title: Replacement of the sidewalk and the installation of a guardrail and retaining walls along Heatherdell Road from Revolutionary Road to Saw Mill River Road (NYS Route 9A)
3. MM Project ID#: 8MA489.30A MM Program ID (MM#2, MM#3, or MM#4?): MM#4
4. Maximum MM Project Reimbursement (under this Agreement): \$50,000.00
5. MASTER Municipal MM OSC Contract #: D026888

6. Municipal Contact:

Name/Title: Meredith S. Robson, Village Manager
Organization: Village of Ardsley
Address: 507 Ashford Avenue
City/State/Zip: Ardsley, NY 10502

7. Project Location: Heatherdell Road Route/Name: n/a
From: Revolutionary Road To: Saw Mill River Road (NYS Route 9A)

8. Project Description/Scope: Replacement of sidewalk and installation of guiderail along Heatherdell Road

9. Project Schedule Beginning Date: 07/01/2011 Project Ending Date: 09/30/2025

10. Project Cost Summary:

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
\$474,475.10	\$50,000.00	\$424,475.10

11. Eligible Project Type: (Please check one)

- Highway Resurfacing Bridge Rehabilitation New Highway Construction New Bridge Construction
 Highway Reconstruction Bridge Replacement Interchange Const.\Reconstruction Intersection Improvement
 Aviation (Is this project consistent with an approved Airport Layout Plan)? Yes No
 Other (Please explain): Sidewalk replacement with guiderail

12. Signature of responsible Local Official: _____ Date: _____

13. Please print your Name & Title here: _____

14. Please list your area code & phone number here: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor

and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents,

accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within

the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for

an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section

163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation

of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

December 2012

RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR SOLID WASTE & RECYCLABLES DISPOSAL FOR REFUSE DISPOSAL DISTRICT #1

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 Solid Waste & Recyclables Disposal for Refuse Disposal District #1 at Division of Solid Waste, 270 North Avenue, New Rochelle, New York 10801.

THIS AMENDMENT made this ____ day of _____, 2020, by and between:

THE COUNTY OF WESTCHESTER, ACTING BY AND THROUGH REFUSE DISPOSAL DISTRICT NO. 1, a district created pursuant to Article 5-A of the New York State County Law by Act No. 32-1982 of the Westchester County Board of Legislators, having an office and place of business at 270 North Avenue, New Rochelle, New York 10801 (hereinafter referred to as either the "County" or the "District")

and

_____, a municipal Corporation of the State of New York, having an office and place of business _____ (hereinafter referred to as "Participant")

WITNESSETH:

WHEREAS, in 1967, the County of Westchester ("County") undertook to investigate the problem of Solid Waste disposal in the County and to formulate environmentally sound, and economically viable solutions; and

WHEREAS, in 1974, pursuant to Resolution No. 162-1974, and as a result of the aforesaid investigation, the County Board of Legislators (hereinafter "County Board") adopted a Plan for Solid Waste Disposal in the County pursuant to which the County undertook to assist municipalities with the disposal of Municipally Collected Solid Waste, and placed an emphasis on resource recovery; and

WHEREAS, the County entered into an agreement with the City of Peekskill dated January 25, 1979, relating to the construction and operation of a Resource Recovery Facility in Peekskill; and

WHEREAS, the County Board approved Act No. 32-1982 and created the District pursuant to Article 5-A of the New York State County Law and intermunicipal agreements were executed with the municipalities that comprise the District to guarantee the amount of Solid Waste necessary to operate the Resource Recovery Facility; and

WHEREAS, the Resource Recovery Facility commenced operation in 1984; and

WHEREAS, the County entered into intermunicipal agreements (“IMAs”) with the Participants to accept Recyclables and Participants agreed to deliver all Recyclables they collected to the County; and the County agreed to process the Recyclables at the Material Recovery Facility which commenced operation on or about September 2, 1992; and

WHEREAS, the Initial Term of the current IMAs for solid waste and recyclables between the County and the Participants will expire on October 21, 2019, and is subject to renewal for an additional five years at the County’s option; and

WHEREAS, the County and the Participant agree that the current IMA between the parties is mutually beneficial; and

WHEREAS, the parties seek to continue the efficient operation of the District's Solid Waste Management and Disposal System; and

WHEREAS, the County and the Participant seek to renew the IMA, which they agree is mutually beneficial; and

WHEREAS, Participant seeks assurance that the County will, during the term of this Agreement, accept all of Participant's Municipally Collected Solid Waste at a guaranteed price per ton, subject to annual adjustments based on the change in the consumer price index, and that the County will continue the current system of Recyclables collection and processing; and

WHEREAS, the parties seek to clarify the handling of deliveries of Municipally Collected Solid Waste containing Rejects; and

WHEREAS, the Parties acknowledge that the County may during the term of this Amendment institute a separate food waste recycling program and that this Amendment does not govern participation in any such program; and

WHEREAS, the County is mandated to control the discharge of leachate at its Material Recovery Facility and Transfer Stations and has determined that leaking collection vehicles are a significant source of leachate; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effect the purposes of this Agreement and enter into this Agreement pursuant to their respective lawful authorities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

1. All defined terms shall have the meanings ascribed to them in the IMA.
2. The IMA is amended to extend the Term for the period from October 22, 2019 through October 21, 2024, unless terminated sooner.
3. The IMA is amended to provide that to the extent any delivery of Recyclables contains in excess of ten percent (10%) by weight of Rejects, as determined in the sole discretion of the County, the Participant shall be charged the Solid Waste Tipping Fee for the entire delivery.
4. The Parties acknowledge that the County may during the term of this Amendment institute a separate food waste recycling program and that, in order to participate therein, the Participant and County would need to enter into a separate agreement.

5. The Participant further acknowledges and agrees that it shall take all necessary steps to ensure its vehicles are sealed and do not leak or otherwise discharge leachate or liquid from the vehicle other than on the tipping floor. The County shall notify Participant and the operator of any vehicle in violation of this provision.

6. Except as otherwise provided herein, all other terms and conditions of the IMA shall remain in full force and effect.

7. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment the day and year first above mentioned.

**THE COUNTY OF WESTCHESTER,
ACTING BY AND THROUGH REFUSE
DISPOSAL DISTRICT NO. 1**

By:

MUNICIPALITY: _____

Name and Title:

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the 24th day of February, 2020.

Approved as to form and
manner of execution

Associate County Attorney
The County of Westchester
S/Vutera/DXF/115606/IMA Amendment for Solid Waste 1-14-2020

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____ 2020, before me personally came _____, to me known, and known to me to be the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is the _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)
_____ of the _____
(Title) *(Name of Municipality)*
(the "Municipality") a corporation duly organized in good standing under the _____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)
named in the foregoing agreement that _____ who signed said
(Person executing agreement)
agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),
the Municipality, that said agreement was duly signed for on behalf of said Municipality by
authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)
and that such authority is in full force and effect at the date hereof.

(Signature)

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

On this ___ day of _____ 2020, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said _____
resides at _____, and that he/she
is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

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

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

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

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form

CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

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

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

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

**RESOLUTION TO APPOINT LAUREN HADI AND MATTHEW GONZALES TO THE
LIBRARY BOARD**

RESOLVED, that the Mayor recommends and the Village Board hereby appoints Lauren Hadi to fill the unexpired term of Susan Randol effective through December 31, 2022 and Matthew Gonzales to fill the unexpired term of Susan Murdoch effective through December 31, 2021.