



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, August 2, 2021

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

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7.b Consider a Resolution Declaring Lead Agency and Scheduling a Public Hearing 891 Saw Mill River Road

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7.c Consider a Resolution Authorizing the Interim Village Manager to Sign an Agreement with Ayoola Obi Tennis Professional

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7.d Consider a Resolution to Authorize the Interim Village Manager to Sign Amendment No. 1 to the Agreement with Calgi Construction Company

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7.f Consider a Resolution to Authorize the Interim Village Manager to Sign an Agreement with Weston & Sampson for Parking Deck Proposal

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7.h Consider a Resolution to Amend the Non-Union Village Employee Personnel Policy

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7.k Consider a Resolution to Adopt Travel Policy

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7.l Consider a Resolution to Adopt Credit Card Policy

7.m Consider a Resolution Authorizing the Interim Village Manager to Sign an Agreement with Con Edison Related to Final Road Restoration

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7.n Consider a Resolution to Schedule a Public Hearing to Discuss Chapter 32 of the Code of the Village of Ardsley "Village Manager Code Provisions" Enumerating and Clarifying the Duties and Responsibilities of the Village Manager

8. CALL FOR EXECUTIVE SESSION

9. ANNOUNCEMENTS

August 5, 2021-CEAC/CSC Task Force Meeting 7:00 pm

August 9, 2021-Planning Board Meeting 8:00 pm

August 10, 2021-Recreation Commission Meeting 5:00 pm

August 10, 2021-Multicultural Diversity & Inclusion Committee Meeting 8:00 pm

August 10, 2021-Board of Architectural Review Meeting 8:00 pm

August 18, 2021- TPPCS Meeting 7:00 pm

August 25, 2021-Zoning Board of Appeals Meeting 8:00 pm

10. ADJOURNMENT OF MEETING

11. NEXT WORK SESSION

Wednesday, August 11, 2021 7:30 pm

12. NEXT BOARD MEETING:

Tuesday, September 7, 2021



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Tuesday, July 6, 2021
507 Ashford Avenue

Present: Mayor	Nancy Kaboolian
Deputy Mayor/Trustee	Andy DiJusto
Trustee	Craig Weitz
Trustee	Joann D'Emilio
Trustee	Steve Edelstein
Village Manager	Meredith S. Robson
Village Clerk	Ann Marie Rocco
Village Attorney	Robert J. Ponzini

Absent:

1. PLEDGE OF ALLEGIANCE

1.1 **Mayor Kaboolian called to order the Regular Meeting at 8:00 p.m.**

2. ANNOUNCEMENT OF EXIT SIGNS

PUBLIC HEARING Continuation of Public Hearing to Discuss a Local Law Pursuant to Cannabis Law Section 131 Opting out of Licensing and Establishing Retail Cannabis Dispensaries and/or on-site Cannabis Consumption Establishments within the Village of Ardsley

At 8:00 p.m. Mayor Kaboolian opened the public hearing.

1. Close Public Hearing

At 8:19 p.m. Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED, that this public hearing be closed in the matter of Local Law

Pursuant to Cannabis Law Section 131 Opting out of Licensing and Establishing Retail Cannabis Dispensaries and/or on-site Cannabis Consumption Establishments within the Village of Ardsley

3. APPROVAL OF MINUTES:

3.1 Regular Meeting Minutes June 21, 2021

Moved by Trustee DiJusto Seconded by Trustee Weitz and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, June 21, 2021 as submitted.

4. DEPARTMENT REPORTS

1. LEGAL

1.a Village Attorney Ponzini stated there is nothing to report other than those items that he submitted in memorandum form and he is continuing to work on various matters with members of the staff and he stated that he is available for Executive Session if needed.

2. MANAGER

2.a Village Manager's July 6, 2021 Report
Village Manager Robson read the following Report:

1. **ROAD IMPROVEMENTS AND HEATHERDELL ROAD SIDEWALK:**
The curbing work is going very well, although the curbing machine broke down this morning. It is expected to be fixed today and back up and running tomorrow. David is working with the paving contractor to try to have the paving work follow the completed curbing work, rather than waiting for that all to be done in the Fall. This is dependent on the contractor's schedule and the work to be done in the other Rivertowns. The Heatherdell Road sidewalk project is also going well.
2. **HIGHWAY GARAGE:** The engineering and construction management firms are moving forward on the final design work, including utility locations. We will soon be ready to bring the next level of design to the Mayor and Deputy Mayor and then further information to the full Board. The consultants are also working on the design of the access road through the Greenburgh property in anticipation of bidding that work in the next month or two, pending final agreement with the Town of Greenburgh on easement language.

3. TREASURER

3.a Abstract Report July 7, 2021

Village Manager Meredith Robson read the Treasurer's Report for July 6, 2021. Village Manager Robson stated that the bills for the past two weeks totaled as follows: From the General Fund: \$301,707.13; from the Sewer Fund: \$63.27; from the Trust & Agency fund: \$4,420.25 and from the Capital Fund: \$309,826.77

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$301,707.13; from the Sewer Fund: \$63.27, from the Trust & Agency Fund: \$4,420.25 and from the Capital Fund: \$309,826.77

4. BUILDING No Building Department Report

5. FIRE No Fire Department Report

6. POLICE No Police Department Report

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Tonight is Manager Robson last official meeting and thanked her for all the work she has done for the Village. She is leaving Ardsley in the best financial shape it has ever been in.

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto announced the following:

- TPPCS committee did not meet in the month of June.
- Congratulated and thanked Manager Robson and wished her the best of luck.

Trustee Weitz did not have anything to report and wished Manager Robson the best of luck.

Trustee D'Emilio announced the following:

- Winners of the 125th Anniversary Flag Contest:
 1. HS-Luke Farberman
 2. MS-Hannah Philips & Madilyn Fleisher (joint submission)
 3. CR-for 1st & 2nd Grade Veer Juthani, and honorable mention to Rebecca Ung
 4. CR-for 3rd & 4th Grade Annabelle Park and honorable mention to Anthony Porco

- The artwork of all the winners will be used on commemorative items to be sold and distributed at upcoming celebrations. Thanked the Judges and school for all there assistance and support of this contest.
- Thanked Manager Robson for all the work she has done for the Village.

Trustee Edelstein announced the following:

- Summer concert series continues on July 9th with the band "Almost Country" at Pascone Park beginning at 7:00 p.m.
- Thanked Dana Laurient and the members of the Multicultural Committee for the Juneteenth & Pride celebrations. Next events will be coming up in the Fall.
- Recreation Committee will be meeting on 7/20/21.
- Wished Manager Robson the best of luck.

5. VISITORS

6. OLD BUSINESS:

- 6.1 Consider a Resolution to Adopt the Local Law# 5-2021 of the Ardsley Code Cannabis Law Section 131 Opting out of Licensing & Establishing Retail Cannabis Dispensaries and/or on-site Cannabis Consumption Establishments within the Village of Ardsley

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

that the Village Board of the Village of Ardsley hereby adopts Local Law #5-2021 of the Ardsley Code Cannabis Law Section 131 Opting out of licensing & establishing retail cannabis dispensaries and/or on-site cannabis consumption establishments with the Village of Ardsley; and

BE IT FURTHER RESOLVED, that this is effective immediately upon filing with the New York Secretary of State.

LOCAL LAW NO. 5 OF THE YEAR 2021

A local law adopted pursuant to Cannabis Law Section 131 opting out of licensing and establishing retail cannabis dispensaries and/or on-site cannabis consumption establishments within the Village of Ardsley

Section 1. Legislative Intent

It is the intent of this local law to opt the Village of Ardsley out of hosting retail cannabis dispensaries and/or on-site cannabis establishments within its boundaries.

Section 2. Authority

This local law is adopted pursuant to Cannabis Law Section 131, which expressly authorizes cities and village to opt-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments to locate and operate within its boundaries.

Section 3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out.

The Board of Trustees of the Village of Ardsley, County of Westchester, hereby opts-out of licensing and establishing cannabis retail dispensaries and/or cannabis on-site consumption establishments within its boundaries.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision or part of this local law or the application thereof to any person, firm or corporation, of circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law Section 131, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition, or a referendum has been conducted approving this local law.

Roll Call Vote: 5-0-0

Trustee DiJusto: Aye

Trustee Weitz: Aye

Trustee D'Emilio: Aye

Trustee Edelstein: Aye

Mayor Kaboolian: Aye

7. NEW BUSINESS:

- 7.1 Consider a Resolution to Authorize the Mayor to Execute an Agreement for Professional Services of Interim Village Manager

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Mayor to execute an agreement for professional services of Interim Village Manager with Charlene Indelicato residing at 15 Buntonville Rd., Cross River, NY 10518 effective July 13, 2021.

7.2 Consider a Resolution Regarding Priyam Reddy's Appeal of Sewer Rent Grievance Decision

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed 3-2-0.

WHEREAS, Priyam Reddy submitted a grievance on the sewer rent for the billing date of October 29, 2020; and

WHEREAS, after full review of the grievance request, the Village Manager of the Village of Ardsley denied the majority of Mr. Reddy's sewer rent grievance on the grounds that the grievance application was not timely filed; and

WHEREAS, Mr. Reddy filed a request to appeal such decision to the Village Board of the Village of Ardsley;

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby approves Mr. Reddy's appeal of the sewer rent grievance decision of the Village Manager; and

BE IT FURTHER RESOLVED, that any credit, if applicable, shall be issued to Mr. Reddy's sewer rent account for the billing date of October 29, 2020.

Motion Carried: 3-2-0
Trustee Edelstein: Aye
Trustee D'Emilio: Aye
Mayor Kaboolian: Aye
Trustee DiJusto: Nay
Trustee Weitz: Nay

8. CALL FOR EXECUTIVE SESSION-PERSONNEL MATTERS

9. ANNOUNCEMENTS July 12, 2021-Planning Board Meeting
July 13, 2021 Recreation Commission Meeting
July 13, 2021 Board of Architectural Review Meeting
July 21, 2021 TPPCS Committee Meeting
July 28, 2021 Zoning Board of Appeals Meeting

10. ADJOURNMENT OF MEETING

10.1 Adjournment

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously.
RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular

meeting of Tuesday, July 6, 2021 and enter into Executive Session-Personnel Matters, at 8:21 p.m.

11. NEXT WORK SESSION July 14, 2021

12. NEXT BOARD MEETING: August 2, 2021

Village Clerk, Ann Marie Rocco

Date:

ABSTRACT FOR VILLAGE BOARD MEETING OF AUGUST 2, 2021

GENERAL FUND \$330,940.43

TRUST & AGENCY FUND \$2,156.68

CAPITAL FUND \$472,975.55

SEWER FUND \$ 58.59

ABSTRACT FOR VILLAGE BOARD MEETING OF AUGUST 2ND, 2021			
Date	Vendor Name	Description	Amount
5/31/2021	NYSAMCC INC	Dues-Anissa Slade	\$50.00
5/28/2021	STATE COMPTROLLER	FINES & FEES MARCH 2021	\$23,134.00
5/28/2021	STATE COMPTROLLER	FINES & FEES OCT 2020	\$5,529.00
7/30/2021	STATE COMPTROLLER	FINES & FEES JUNE 2021	\$27,034.00
7/21/2021	XEROX CORPORATION	Usage for 5-21 to 6-21	\$187.61
		Village Court Sub Total	\$55,934.61
7/26/2021	ARDSLEY GARDEN CLUB	Flower making for Seniors	\$350.00
7/28/2021	AYO OBI	Summer 2021 Tennis Lessons	\$5,816.00
7/29/2021	FURQUAN TANWIR	Summer Chess Classes 2021	\$928.00
7/26/2021	Kathleen McCarthy Udoff	Comedy show for Seniors	\$250.00
7/26/2021	Marc Berger	Summer Concert	\$600.00
7/16/2021	METRO SPORTS OFFICIALS	Men's softball umps 6-28 to 7-8	\$440.00

7/26/2021	METRO SPORTS OFFICIALS	Softball umps	\$792.00
7/12/2021	OPTIMUM	Usage for 7-8 to 8-7	\$29.95
7/16/2021	PARTY LINE	tents for Juneteenth day	\$205.04
7/30/2021	Paul Loffredo	Summer Concert	\$595.00
6/21/2021	SAM'S CLUB/SYNCHRONY BANK	Ice Cream Social 2021 Supplies	\$277.48
6/23/2021	SAM'S CLUB/SYNCHRONY BANK	Senior supplies	\$81.86
6/23/2021	SAM'S CLUB/SYNCHRONY BANK	senior supplies	\$19.22
7/1/2021	SAM'S CLUB/SYNCHRONY BANK	senior supplies	\$37.30
7/1/2021	SAM'S CLUB/SYNCHRONY BANK	water for Pride event	\$23.57
7/16/2021	SAM'S CLUB/SYNCHRONY BANK	Seniors Breakfast supplies	\$28.34
7/16/2021	SAM'S CLUB/SYNCHRONY BANK	senior breakfast	\$92.18
7/20/2021	SAM'S CLUB/SYNCHRONY BANK	Senior Supplies	\$36.99
7/9/2021	Steve Edelstein	S. Edelstein Bagels for Pride	\$97.54
7/22/2021	SUEZ WATER WESTCHESTER DIST. #	Usage for 6-4 to 7-6	\$263.07
7/13/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 6-4 to 7-6	\$109.92
7/22/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6-4 to 7-6	\$36.98
7/8/2021	TERMINIX PROCESSING CENTER	June Monthly Pest Service	\$63.00
7/22/2021	The Grit Ninja	Program for 6-4 to 7-9	\$2,064.00
7/16/2021	V. LORIA & SONS	Men's softball trophy	\$114.00
7/15/2021	VERIZON	Usage for 7-10 to 8-10	\$45.99
7/20/2021	XEROX CORPORATION	Usage for 5-1 to 6-30	<u>\$61.50</u>
		Community Center Sub Total	\$13,458.93
5/31/2021	AAA EMERGENCY SUPPLY CO	Saw fix	\$824.36
7/9/2021	AAA EMERGENCY SUPPLY CO	Scott Pack Flow Test/Repair	\$94.74
5/31/2021	AAA EMERGENCY SUPPLY CO	Pack Flow Test	\$883.56
5/31/2021	AAA EMERGENCY SUPPLY CO	command Board	\$1,933.75
5/31/2021	AAA EMERGENCY SUPPLY CO	pack flow test	\$1,626.32
5/25/2021	ACETOOL	Portable Lights	\$1,361.14
5/25/2021	ACETOOL	Portable Lights	\$527.12
7/30/2021	ADT Commercial	Alarm Work	\$428.67
7/30/2021	ALL SAFE FIRE SPRINKLERS	Sprinkler Work	\$2,581.52
7/19/2021	CON EDISON	Usage for 6-9 to 7-9	\$223.85
5/31/2021	CURRY CHEVROLET	2012 work	\$89.95
7/9/2021	D.P. WOLFF INC	A/C work	\$526.84
7/9/2021	D.P. WOLFF INC	Annual Contract	\$7,180.00
5/5/2021	DELL MARKETING L.P.	new computer	\$152.39
5/5/2021	DELL MARKETING L.P.	new computer	\$669.15

7/30/2021	HASTINGS ROOFING INC	Roof Work	\$1,600.00
7/9/2021	HUDSON VALLEY FIRE EQUIPMENT L	L-50 Service and rig work	\$14,311.43
5/31/2021	PARTNERS IN SAFETY INC	McGreevy Physical	\$235.00
5/31/2021	READERS HARDWARE INC	Cleaning Supplies	\$142.31
5/28/2021	RICHARD THOMPSON	Fire inspector	\$2,282.15
7/30/2021	SCHUFIRE LLC	Hose Testing	\$3,799.80
7/13/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6-4 to 7-6	\$109.92
7/13/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6-4 to 7-6	\$441.61
7/19/2021	SUEZ WATER WESTCHESTER DISTRIC	line 6-4 to 7-6	\$109.92
7/15/2021	VERIZON	Usage for 7-10 to 8-9	\$478.81
7/29/2021	VERIZON	7-22 to 8-21	\$34.87
7/21/2021	VERIZON SELECT SERVICES INC.	Bill Dated 6-30-21	\$0.61
7/15/2021	VILLAGE OF DOBBS FERRY	June 2021 Diesel Usage	\$307.76
7/15/2021	VILLAGE OF DOBBS FERRY	June 2021 Gas Usage	<u>\$581.92</u>
		Fire Department Sub Total	\$43,539.47

7/13/2021	AIRGAS	Cylinder Refill	\$70.65
7/20/2021	AIRGAS	Oxygen Cylinder Rental	\$91.65
7/16/2021	ARGENTO AND SONS INC	seal kit/hydraulic cylinder	\$559.20
7/30/2021	ARGENTO AND SONS INC	lever/clutch	\$34.85
7/20/2021	BEN ROMEO CO INC	Toilet Paper, Rags, Paint	\$400.00
7/27/2021	CELTIC BUILDING SUPPLY INC	Village Signs Supplies	\$76.12
7/27/2021	CELTIC BUILDING SUPPLY INC	Village Signs Supplies	\$454.39
7/27/2021	CELTIC BUILDING SUPPLY INC	Village Signs Supplies	\$132.28
7/27/2021	CELTIC BUILDING SUPPLY INC	Village Signs Supplies	\$131.98
7/27/2021	CELTIC BUILDING SUPPLY INC	Village Signs Supplies	\$47.20
7/14/2021	CITY OF YONKERS	Organic Waste 4-6 to 6-30	\$1,867.47
7/26/2021	CORSI TIRE	tires	\$786.00
7/30/2021	CORSI TIRE	tires	\$676.00
7/29/2021	D.S. TOOL CO.	Truck Parts	\$300.00
7/27/2021	EPIC PRINTING	Vinyl Decals	\$91.00
7/9/2021	GABRIELLI TRUCK SALES LTD	element truck#14	\$85.82
7/16/2021	GABRIELLI TRUCK SALES LTD	cover assembly	\$28.64
7/30/2021	GABRIELLI TRUCK SALES LTD	brush/pole/rubber ties	\$291.36
7/28/2021	JESCO INC	Oil & Filters	\$399.11
7/28/2021	JESCO INC	Bumper	\$396.01
7/30/2021	KEMPERLE	thinner/mask/particulate	\$84.54
7/9/2021	NATIONAL GEAR & PISTON	55 gallon oil	\$491.80

7/26/2021	NATIONAL GEAR & PISTON	def. fluid	\$219.00
7/21/2021	OPTIMUM	Usage 7-8 to 8-7	\$196.97
7/9/2021	ORTIZ WELDING	I beam/steel plate	\$636.00
7/16/2021	ORTIZ WELDING	flat stock/angle iron	\$156.48
7/14/2021	PARKWAY PEST SERVICES	July Pest Service inv882561	\$150.00
5/31/2021	PARTS AUTHORITY	Various Parts	\$325.63
5/31/2021	PARTS AUTHORITY	Various Parts	\$271.38
5/31/2021	PARTS AUTHORITY	Various Parts	\$95.22
5/31/2021	PARTS AUTHORITY	Various Parts	\$73.80
5/31/2021	PARTS AUTHORITY	Various Parts	\$62.05
5/31/2021	PARTS AUTHORITY	Various Parts	\$35.80
5/31/2021	PARTS AUTHORITY	Various Parts	\$85.42
5/31/2021	PARTS AUTHORITY	Various Parts	\$200.42
5/31/2021	PARTS AUTHORITY	Various Parts	\$17.32
5/31/2021	PARTS AUTHORITY	Various Parts	\$47.40
5/31/2021	PARTS AUTHORITY	Various Parts	\$48.24
5/31/2021	PARTS AUTHORITY	Various Parts	\$71.24
5/31/2021	PARTS AUTHORITY	Various Parts	\$93.42
5/31/2021	PARTS AUTHORITY	Various Parts	\$28.82
5/31/2021	PARTS AUTHORITY	Various Parts	\$19.51
5/31/2021	PARTS AUTHORITY	Various Parts	\$170.83
5/31/2021	PARTS AUTHORITY	Various Parts	\$207.64
5/31/2021	PARTS AUTHORITY	Various Parts	\$225.52
5/31/2021	PARTS AUTHORITY	Various Parts	\$143.72
5/31/2021	PARTS AUTHORITY	Various Parts	\$7.49
5/31/2021	PARTS AUTHORITY	Various Parts	\$109.89
5/31/2021	PARTS AUTHORITY	Various Parts	\$23.63
5/31/2021	PARTS AUTHORITY	Various Parts	\$28.75
7/29/2021	PARTS AUTHORITY	Various Parts	\$75.46
7/29/2021	PARTS AUTHORITY	Various Parts	\$61.82
7/29/2021	PARTS AUTHORITY	Various Parts	\$60.69
7/29/2021	PARTS AUTHORITY	Various Parts	\$179.68
7/9/2021	PECKHAM INDUSTRIES INC	blacktop	\$196.25
7/26/2021	POWERPLAN	scanner contract	\$795.12
7/9/2021	PROSPERO NURSERY	boxwood/shrub	\$420.00
7/16/2021	RCA ASPHALT LLC	blacktop	\$221.76
7/16/2021	RCA ASPHALT LLC	blacktop	\$225.12
7/16/2021	RCA ASPHALT LLC	blacktop	\$452.48

7/30/2021	RCA ASPHALT LLC	blacktop	\$258.45
7/6/2021	READERS HARDWARE INC	hardware	\$22.91
7/6/2021	READERS HARDWARE INC	Hardware	\$25.94
7/20/2021	READERS HARDWARE INC	Seeding and Hay	\$123.99
7/20/2021	READERS HARDWARE INC	Microfiber kit	\$103.16
7/22/2021	READERS HARDWARE INC	Groundclear	\$75.98
7/27/2021	READERS HARDWARE INC	Painters Mitt	\$49.57
7/29/2021	READERS HARDWARE INC	Adhesive	\$7.58
7/30/2021	SAW MILL STONE & MASONRY SUPPL	topsoil	\$45.00
7/22/2021	SAW MILL STONE & MASONRY SUPPL	Lime, Catch Basin	\$220.00
7/27/2021	SAW MILL STONE & MASONRY SUPPL	Construction Line	\$49.34
7/27/2021	SAW MILL STONE & MASONRY SUPPL	Sledge Hammer	\$31.97
7/29/2021	SAW MILL STONE & MASONRY SUPPL	Concrete Mix	\$35.02
7/29/2021	SAW MILL STONE & MASONRY SUPPL	Belgium Block	\$155.71
7/13/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 6-4 to 7-6	\$99.60
7/9/2021	TRIOUS INC.	motor/spinner	\$344.70
7/16/2021	TRUCK KING INTERNATIONAL	clamp/bolts	\$37.34
7/15/2021	VILLAGE OF DOBBS FERRY	June 2021 Diesel Usage	\$4,000.76
7/15/2021	VILLAGE OF DOBBS FERRY	June 2021 Gas Usage	\$988.41
7/26/2021	WALLAUER	A080221	\$39.98
7/20/2021	WESTCHESTER COUNTY DEF	June Tipping Fee	\$6,031.92
7/22/2021	White Cap, L.P.	Restoration Cleaner	<u>\$39.05</u>
		Highway Department Sub Total	\$26,722.42
7/16/2021	7073 Corp	Bike repair	\$168.99
7/16/2021	ARDSLEY MOTORS	vehicle inspection car96	\$37.00
7/14/2021	CORSI TIRE	Tires for Police	\$592.76
6/3/2021	DUNCAN PARKING TECHNOLOGIES IN	Duncan Parking	\$464.00
7/30/2021	ESS INC.	Atomic clock diagnosis	\$242.56
7/13/2021	GOVCONNECTION INC	Ink Cartridges for Police	\$284.45
6/30/2021	JC PENNEY	Perkins uniform allowance	\$135.00
6/30/2021	JC PENNEY	Perkins uniform allowance	\$119.97
6/30/2021	JC PENNEY	Perkins uniform allowance	\$94.14
6/30/2021	JC PENNEY	Perkins uniform allowance	\$0.74
6/30/2021	JC PENNEY	Perkins uniform allowance	\$0.05
3/5/2021	Lawmen Supply Company	Uniform allowance see notes	\$400.49
7/16/2021	LEXIS NEXIS	legal updates	\$35.10
4/20/2021	MOTOROLA SOLUTIONS INC.	Radio for new Tahoe	\$5,730.00

7/22/2021	NYSATSB PROGRAMS INC.	Child safety training	\$200.00
7/26/2021	OPTIMUM	Usage for 7-23 to 8-22	\$16.84
7/14/2021	PARTS AUTHORITY	Repair to Police Cars	\$27.65
7/14/2021	PARTS AUTHORITY	Repair to Police Cars	\$215.20
7/14/2021	PARTS AUTHORITY	Repair to Police Cars	\$9.00
7/14/2021	SCARSDALE FORD INC.	Repair to Police Car	\$62.11
7/26/2021	TMDE CALIBRATION LABS INC	radar calibration	\$325.00
7/30/2021	Tritech Software Systems	RMS contract	\$8,663.55
7/15/2021	VERIZON	Invoice Dated 7-10-21	\$2.20
7/21/2021	VERIZON	Usage for 7-2 to 8-1	\$67.60
7/29/2021	VERIZON	Usage for 7-22 to 8-21	\$39.63
7/30/2021	VERIZON WIRELESS	Usage for 6-13 to 7-12	\$521.37
7/15/2021	VILLAGE OF DOBBS FERRY	June 2021 Gas Usage	\$1,846.25
7/21/2021	XEROX CORPORATION	Usage for 5-21 to 6-21	<u>\$183.32</u>
		Police Department Sub Total	\$20,484.97

5/31/2021	THE JOURNAL NEWS	laborer position ad	\$435.00
7/8/2021	THE JOURNAL NEWS	Subscription Renewal	\$461.04
7/16/2021	THE RIVERTOWNS ENTERPRISE	enterprise ads	\$63.50
7/29/2021	THE RIVERTOWNS ENTERPRISE	adoption of opt out cannabis	\$75.50
7/9/2021	WEST PAYMENT CENTER	online software subscription	\$267.75
7/9/2021	XEROX CORPORATION	Xerox machine 7/1/21	\$166.53
7/30/2021	ALFREDO DIVITTO	PT BLDG INSPECTOR JUNE/JULY	\$550.00
5/31/2021	BOND SCHOENECK & KING	Professional Services	\$945.00
7/26/2021	BOND SCHOENECK & KING	Professional Services	\$3,475.00
7/29/2021	BRUNI & CAMPISI INC	Emergency Repair	\$415.08
7/13/2021	CABLEVISION LIGHTPATH INC.	Usage for 6-1 to 6-30	\$2,288.60
7/19/2021	CON EDISON	Usage for 6-9 to 7-9	\$35.11
7/20/2021	Con Edison	Usage for 6-11 to 7-13	\$56.88
7/21/2021	CON EDISON	Usage for 5-31 to 6-30	\$267.03
7/30/2021	FEI LIN	refund for sewer rents	\$35.91
6/14/2021	GEORGE MALONE	Direct Public Govt. Access	\$811.24
7/16/2021	Michael Fowlin	Summer Youth Symposium	\$500.00
7/8/2021	NYS EMPLOYEES HEALTH INS	August Coverage, July inv. 566	\$128,611.11
7/21/2021	OPTIMUM	Usage 7-8 to 8-7	\$120.22
7/21/2021	OPTIMUM	Usage 7-8 to 8-7	\$201.44
7/30/2021	RICHARD THOMPSON	fire inspector	\$448.40
7/19/2021	STECICH MURPHY & LAMMERS LLP	June Professional Services	\$821.00

7/13/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 6-4 to 7-6	\$109.92
7/19/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6-4 to 7-6	\$236.66
7/15/2021	THE RIVERTOWNS ENTERPRISE	Subscription Renewal	\$50.00
7/30/2021	VINCENT GIORDANO	PT BLDG INSPECTOR-JUNE & JULY	\$500.00
6/16/2021	W.B. MASON CO. INC.	Office Supplies	\$120.73
6/16/2021	W.B. MASON CO. INC.	Paper, Folders	\$174.54
6/16/2021	W.B. MASON CO. INC.	Ink Cartridge	\$185.21
7/22/2021	W.B. MASON CO. INC.	Ink Purchase for Coalition	\$38.97
7/16/2021	West Cty Dept of Mental Health	EAP Service 1-1-21 to 12-31-21	\$2,205.00
7/30/2021	WILLIAM LATHAN	SEWER RENT REFUND	\$115.29
7/25/2021	Cardmember Service	Various Charges	\$2,769.79
7/22/2021	New York Power Authority	June Usage	\$7,806.35
7/22/2021	New York Power Authority	May Usage	\$6,339.97
7/14/2021	Pitney Bowes Reserve Account	Postage Refill	\$2,000.00
7/8/2021	NY State Insurance Fund	Premium 2021-2022	\$1,249.74
7/7/2021	Ameritas Life Insurance Corp	July Dental Premium	<u>\$5,846.52</u>
		Village Hall Sub Total	\$170,800.03
		General Fund Total	\$330,940.43
7/7/2021	Sunshine Specialty Distributors	Ice Cream Social	\$399.00
7/26/2021	Cardmember Service	Juneteenth Expense	<u>\$1,757.68</u>
		Trust & Agency Total	\$2,156.68
7/30/2021	WESTON & SAMPSON	Services thru 7-2-21 DPW bldg	29,083.00
7/30/2021	STAMFORD WRECKING COMPANY	220 Heatherdell	7,484.40
7/7/2021	PALADINO CONCRETE CC	Heatherdell Sidewalk Guiderail	103,908.15
7/2/2021	CON-TECH CONSTRUCTION	Curbs 2021	<u>332,500.00</u>
		General Fund Total	472,975.55
7/30/2021	FEI LIN	REFUND FOR SEWER CHARGES	<u>58.59</u>
		Sewer Fund Total	\$58.59

BUILDING INSPECTOR'S REPORT
For the Month and Fiscal Year To Date - June 2021

	<u>Current Fiscal Year June</u>	<u>Prior Fiscal Year June</u>	<u>Fiscal Year to Date</u>	<u>Fiscal Year Budget</u>	<u>Prior Fiscal Year to Date</u>
	<u>#</u>	<u>#</u>	<u>\$ Amount</u>	<u>\$ Amount</u>	<u>\$ Amount</u>
BUILDING PERMITS	9	22	23,005.00	125,001.00	23,005.00
APPLICATION FEES	8	20	1,425.00	-	1,425.00
C/O'S	9	10	255.00	-	255.00
PLUMBING PERMITS	22	3	275.00	13,001.00	275.00
ELECTRICAL PERMITS	11	7	525.00	7,001.00	525.00
TITLE SEARCH & COMPLIANCE LETTER	11	10	523.75	-	523.75
MISC FEES	2	0	0.00	-	0.00
TOTALS	72	72	\$ 26,008.75	\$ 145,003.00	\$ 26,008.75

BUILDING INSPECTIONS PERFORMED	87	67	87	67
ZONING INSPECTIONS PERFORMED	30	10	30	10
FIRE INSPECTIONS PERFORMED	2	0	2	0
VIOLATION NOTICES ISSUED	17	6	17	6
WARNING NOTICES ISSUED	2	0	2	0
APPEARANCE TICKETS ISSUED	0	0	0	0

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

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

The building inspector attended 2 days of required in-service training this month.



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

6/30/2021

MONTHLY BUILDING PERMIT REPORT

From: 6/1/2021 To: 6/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2021-7183	6/1/2021	FENCE Install a new fence as per the approved plans.	6.80-66-16	22 BRAMBLE BROOK RD	FUNG, JESSE & EDITH	\$180.00
2021-7184	6/1/2021	DEMOLITION Demolish the existing one family dwelling	6.70-53-8.2	12 SHADY ROAD	55 RIDGE EQUITY LLC	\$320.00
2021-7185	6/3/2021	FENCE Remove an existing fence and install a new fence as per the approved plans.	6.30-14-18	2 GLEN RD	NAKAMURA, AKIRA	\$160.00
2021-7186	6/10/2021	DRIVEWAY/CURB CUT Widen the existing driveway and curb cut	6.30-8-3	34 REVERE RD	BELDOCH, ERIC & TRACY, BER	\$100.00
2021-7187	6/10/2021	ROOF/SIDING Install new roofing materials as per the approved specifications	6.110-99-4	66 PROSPECT AVE	BONNABEAU, RICHARD & CECI	\$125.00
2021-7188	6/17/2021	ROOF/SIDING Install new siding materials as per the approved plans.	6.90-83-14	2 ROCKRIDGE RD	HERNANDEZ, JAVIER & LIM, CH	\$125.00
2021-7189	6/17/2021	RESIDENTIAL ALTERATI Finish the existing basement	6.70-53-7	4 SHADY RD	PATERSON, PAUL & DINA	\$720.00
2021-7190	6/24/2021	RESIDENTIAL ALTERATI Construct a new deck and install a swim spa in the rear yard.	6.50-31-23	61 BEACON HILL RD	BRESLER, ANDREW B & ERIKA	\$700.00
2021-7191	6/30/2021	FLOODPLAIN DEVELOP Flood plain Development Permit to construct a new two story addition.	6.50-18-19	708 SAW MILL RIVER RD	708 YELLOW JERSEY LLC	\$250.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
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6/30/2021

MONTHLY BUILDING PERMIT REPORT TOTALS

From: 6/1/2021 To: 6/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
DEMOLITION	1	\$320.00
DRIVEWAY/CURB CUT	1	\$100.00
FENCE	2	\$340.00
FLOODPLAIN DEVELOPMENT	1	\$250.00
RESIDENTIAL ALTERATION/RENOVATION	2	\$1420.00
ROOF/SIDING	2	\$250.00
Total Permits:	9	\$2,680.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
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6/30/2021

MONTHLY PERMIT APPLICATION REPORT

From: 6/1/2021 To: 6/30/2021

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2021-064	6/10/2021	FENCE	6.90-86-4	BRIKS, JONATHAN & DARCY	22 WILMOTH AVE	5480.00	75.00
2021-065	6/10/2021	ROOF/SIDING	6.110-99-4	BONNABEAU, RICHARD & CECI	66 PROSPECT AVE	14500.00	
2021-066	6/14/2021	RESIDENTIAL ALTERATIO	6.110-102-17	ZAHEER, SAAD & MUNEER, IZZ	31 MC KINLEY PL	20000.00	75.00
2021-067	6/14/2021	ROOF/SIDING	6.90-83-14	HERNANDEZ, JAVIER & LIM, CH	2 ROCKRIDGE RD	28500.00	
2021-068	6/17/2021	RESIDENTIAL ALTERATIO	6.110-96-4.1	DIBLASI, CHRISTIAN & TENG-DI	66 BRAMBLE BROOK RD	20000.00	75.00
2021-069	6/21/2021	RESIDENTIAL ALTERATIO	6.30-14-7	CARBALLO, ALEXANDER & LU	21 OVERLOOK RD	15000.00	75.00
2021-070	6/21/2021	SOLAR ELECTRIC SYSTEM	6.80-80-10	NINOSHVILI, LAUREN & DAVID	19 RIVERVIEW AVE	16000.00	75.00
2021-071	6/24/2021	RESIDENTIAL ALTERATIO	6.50-28-14	TOTH, MICHAEL & KRISTA	11 CAPTAIN HONEYWELLS RD	8000.00	75.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
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6/30/2021

MONTHLY PERMIT APPLICATION REPORT TOTALS

From: 6/1/2021 To: 6/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
FENCE	1	\$75.00	\$5,480.00
RESIDENTIAL ALTERATION/RENOVATION	4	\$300.00	\$63,000.00
ROOF/SIDING	2	\$0.00	\$43,000.00
SOLAR ELECTRIC SYSTEM	1	\$75.00	\$16,000.00
Total:	8	\$450.00	\$127,480.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
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6/30/2021

CERTIFICATE REPORT

From: 6/1/2021 To: 6/30/2021

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2021-5338	6/10/2021	CO	6.80-62-7	WALSH, BRIAN P & CAR	12 GRANDVIEW AVE	\$25.00
2021-5339	6/10/2021	CO	6.30-12-2	DIGIORNO, MICHAEL A	43 REVERE RD	\$25.00
2021-5340	6/10/2021	CO	6.60-38-18	O'DONOVAN, KEVIN J. &	90 HILLTOP RD	\$45.00
2021-5341	6/10/2021	CO	6.70-51-2	BREA, LUIS & ANNETTE	538 ALMENA AVE	\$75.00
2021-5342	6/18/2021	CL	6.20-3-5	ARDSLEY ASSOCIATES	875 SAW MILL RIVER RD	\$0.00
2021-5343	6/24/2021	CO	18.11A-1744-	GOLDMAN, JULIE	520 ASHFORD AVE UNIT 27	\$15.00
2021-5344	6/24/2021	CO	6.80-59-2..27	GOLDMAN, JULIE & GER	520 ASHFORD AVE UNIT 27	\$25.00
2021-5345	6/24/2021	CO	6.80-64-4	O'CARROLL, SIOBHAN	22 GRANDVIEW AVE	\$25.00
2021-5346	6/24/2021	CC	6.80-64-4	O'CARROLL, SIOBHAN	22 GRANDVIEW AVE	\$25.00



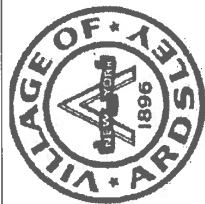
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961

6/30/2021

CERTIFICATE REPORT- TOTALS

From: 6/1/2021 To: 6/30/2021

Certificate Type	Count	Fees
CC	1	\$25.00
CL	1	\$0.00
CO	7	\$235.00
Total: 9		\$260.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
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6/30/2021

MONTHLY PLUMBING PERMIT REPORT

From: 6/1/2021 To: 6/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2021-1808	6/1/2021	GAS	6.80-66-8	37 RIDGE RD	CARRINO, GERARDE & AMY F	\$75.00
P-2021-1809	6/1/2021	GAS	6.80-61-9	15-17 LINCOLN AVE	CILJONE, LUCY	\$150.00
P-2021-1810	6/1/2021	PLUMBING PERMIT	6.80-64-8	11 EASTERN DR	ANNAPOLEN, SARA & JARED	\$75.00
P-2021-1811	6/1/2021	PLUMBING PERMIT	6.50-35-3	504 ASHFORD AVE	WU, APOLLO & SHIRLEY	\$85.00
P-2021-1812	6/1/2021	PLUMBING PERMIT	6.30-13-8	139 HUNTLEY DR	O'SULLIVAN, DIARMAID	\$150.00
P-2021-1813	6/1/2021	FIRE SUPPRESSION	6.30-13-8	139 HUNTLEY DR	O'SULLIVAN, DIARMAID	\$171.00
P-2021-1814	6/3/2021	IRRIGATION	6.80-64-8	11 EASTERN DR	ANNAPOLEN, SARA & JARED	\$150.00
P-2021-1815	6/3/2021	WATER HEATER	6.110-102-18	33 MC KINLEY PL	NESIC, DUSAN & GERSH-NESE	\$75.00
P-2021-1816	6/3/2021	FIRE SUPPRESSION	6.60-39-15.5	10 JORDAN LN	RUSOFF, DAVID & MEREDITH	\$135.00
P-2021-1817	6/3/2021	PLUMBING PERMIT	6.70-53-2	81 RIDGE RD	FEDERMAN, MICHAEL & AND	\$95.00
P-2021-1818	6/10/2021	GAS	6.110-100-5	30 MC KINLEY PL	LUNG, HSIANG-LAN & CHIU, H	\$75.00
P-2021-1819	6/10/2021	GAS	6.80-54-3	531 ASHFORD AVE	PENG, QI & ZHANG, FAN	\$75.00
P-2021-1820	6/17/2021	HVAC	6.50-32-2	55 PARK AVE	ZWAKA, THOMAS & MARION	\$50.00
P-2021-1821	6/17/2021	HVAC	6.80-68-3	52 EUCLID AVE	MCEVOY, JOHN & DEIRDRE C	\$75.00
P-2021-1822	6/24/2021	HVAC	6.70-53-2	81 RIDGE RD	FEDERMAN, MICHAEL & AND	\$50.00
P-2021-1823	6/24/2021	PLUMBING PERMIT	6.90-84-8	29 ABINGTON AVE	STOLLERMAN, AMY & HAYDE	\$75.00
P-2021-1824	6/24/2021	IRRIGATION	6.90-84-8	29 ABINGTON AVE	STOLLERMAN, AMY & HAYDE	\$165.00
P-2021-1825	6/24/2021	PLUMBING PERMIT	6.80-62-11	13 WESTERN DR	PEREIRA, FERNANDO & IVON	\$250.00
P-2021-1826	6/24/2021	GAS	6.50-21-13	32 MAJOR ABBLEBYS RD	SHEERIN, JAMES P & MARY B	\$75.00
P-2021-1827	6/24/2021	GAS	6.80-79-7	22 RIVERVIEW AVE	MEDINA, GEORGE & CARMEN	\$75.00
P-2021-1828	6/24/2021	HVAC	6.80-68-18	20 EUCLID AVE	PETRI, JASON & MCILNAY, MI	\$50.00
P-2021-1829	6/24/2021	STORM WATER & DR	6.30-13-8	139 HUNTLEY DR	O'SULLIVAN, DIARMAID	\$250.00



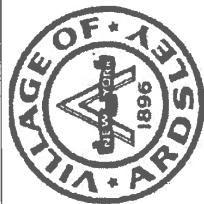
Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
 (914) 693-6961

6/30/2021

MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 6/1/2021 To: 6/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
FIRE SUPPRESSION	2	\$306.00
GAS	6	\$525.00
HVAC	4	\$225.00
IRRIGATION	2	\$315.00
PLUMBING PERMIT	6	\$730.00
STORM WATER & DRAINAGE	1	\$250.00
WATER HEATER	1	\$75.00
Total Permits:	22	\$2426.00
Total Fees:		\$2426.00



Village of Ardsley
 507 Ashford Avenue
 Ardsley, NY 12533
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6/30/2021

MONTHLY ELECTRICAL PERMIT REPORT

From: 6/1/2021 To: 6/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2021-1501	6/1/2021	ELECTRICAL PERMIT	6.80-58-1	4 REST AVE	\$180.00
E-2021-1502	6/1/2021	ELECTRICAL PERMIT	6.50-34-5	18 CENTER ST	\$0.00
E-2021-1503	6/1/2021	ELECTRICAL PERMIT	6.50-31-45	9 AMERICAN LEGION DR	\$0.00
E-2021-1504	6/1/2021	ELECTRICAL PERMIT	6.60-39-15.5	10 JORDAN LN	\$750.00
E-2021-1505	6/3/2021	ELECTRICAL PERMIT	6.20-4-16	15 CONCORD RD	\$75.00
E-2021-1506	6/3/2021	ELECTRICAL PERMIT	6.30-14-47	5 DELLWOOD LN	\$75.00
E-2021-1507	6/3/2021	ELECTRICAL PERMIT	6.20-5-2	39 VICTORIA RD	\$75.00
E-2021-1508	6/3/2021	ELECTRICAL PERMIT	6.60-38-6	103 HILLTOP RD	\$75.00
E-2021-1509	6/3/2021	ELECTRICAL PERMIT	6.80-56-7	23 ORLANDO AVE	\$75.00
E-2021-1510	6/10/2021	ELECTRICAL PERMIT	6.70-53-2	81 RIDGE RD	\$150.00
E-2021-1511	6/17/2021	ELECTRICAL PERMIT	6.80-66-16	22 BRAMBLE BROOK RD	\$75.00



Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
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6/30/2021

MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 6/1/2021 To: 6/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
ELECTRICAL PERMIT	11	\$1530.00
Total Permits:	11	\$1530.00

ARDSLEY FIRE DEPARTMENT

505 Ashford Avenue
Ardsley, New York 10502

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



Office of the Fire Chief
Division of Fire Prevention

TRAINING OFFICERS REPORT- JUNE 2021

June 3rd

Inspection Drill #6

Training Hrs. 20.00, 10 Member's Present

June 10th

Hoseline Operations and MPO Training

Training Hrs. 38.25, 17 Member's Present

June 17th – Monthly Drill

Hoseline Operations and MPO Training

Training Hrs. 24.00, 12 Member's Present

June 24th

Ice Cream Social, Hose Ops & Live Burn at WCFTC

Training Hrs. 42.45, 32 Member's Present

New York State Classes:

Firefighter II – 20.00 Hrs.

Structural Collapse Series- 80.00 Hrs.

Training Hrs. 124.70, 71 Member's Present

Online Training McNeil & Company E-Learning:

Training: 124.70 Hours

Inspection: 00.00 Hours

Maintenance: 00.0 Hours

New York State: 100.00 Hours

Online Training McNeil & Company E-Learning: 0.0 Hours

Total: 224.70 Hours

Respectfully Submitted,

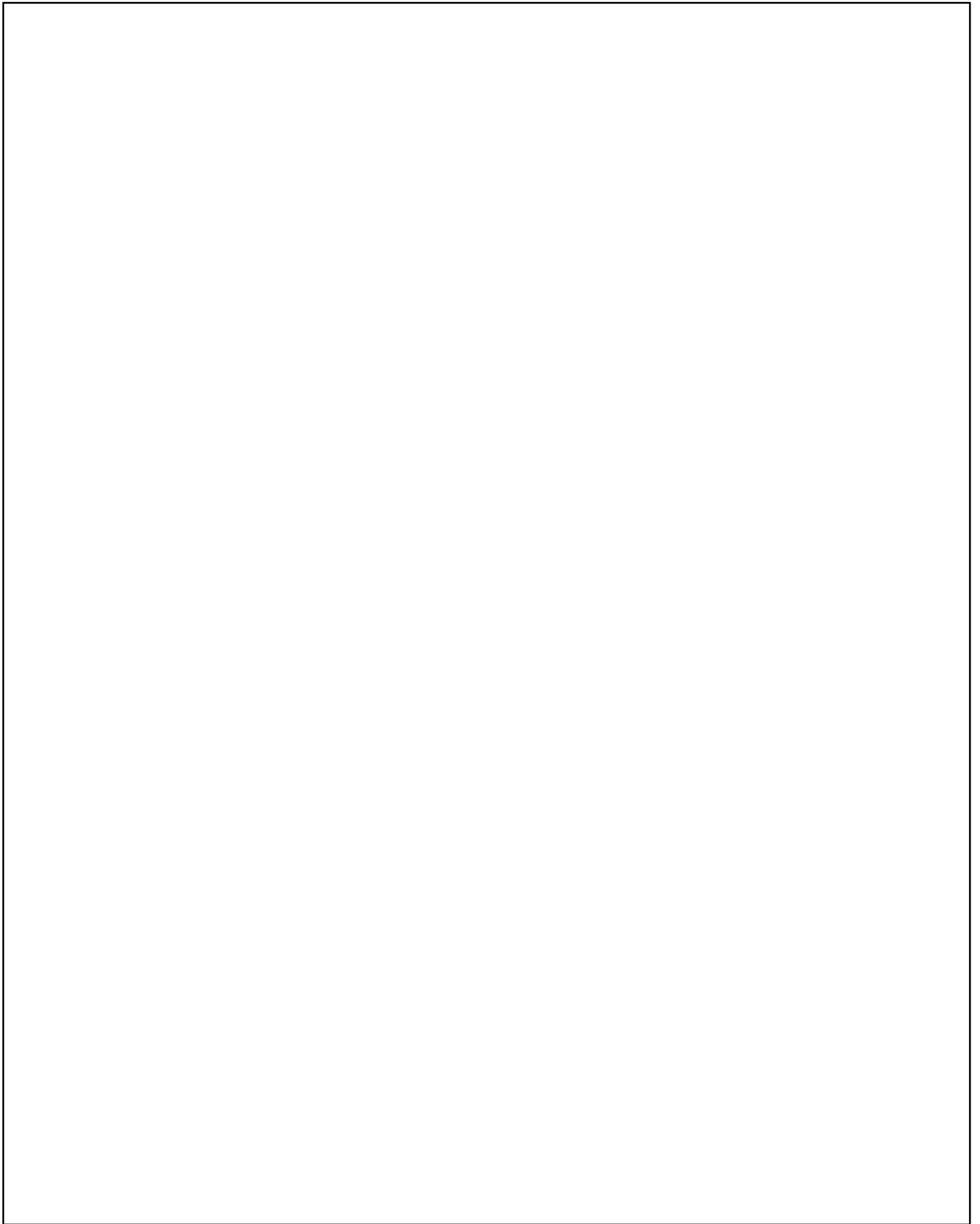
Joan Podolski
2nd Assistant Chief

Ardsley Fire Department
Monthly Alarm Run List

DATE	TIME	ALARM #	LOCATION	TYPE
6/1/21	9:31	21-0110	700 Asdhford Ave	False Unintentional
6/4/21	9:04	21-0111	12 Dellwood Ln	False Unintentional
6/4/21	9:54	21-0112	12 Dellwood Ln	False Unintentional
6/6/21	13:21	21-0113	8 Springwood Ave	Hazard Condition Wires Burning
6/9/21	19:11	21-0114	6 Lookout Pl	Hazard Condition Wires Burning
6/10/21	12:11	21-0115	300 Farm Rd	False Malfunction
6/10/21	13:29	21-0116	4 Abington Ave	False Malfunction
6/10/21	16:02	21-0117	867 Saw Mill River Rd	False Malfunction
6/12/21	22:45	21-0118	93 Beacon Hill Rd	Odor of Gas
6/14/21	10:02	21-0119	NYS Thruway at Exit 7	MVA
6/16/21	16:08	21-0120	907 Saw Mill River Rd	False Unintentional
6/17/21	14:28	21-0121	59 Lincoln Ave	False Unintentional
6/20/21	17:50	21-0122	10 Old Jackson Ave	False Malfunction
6/21/21	11:23	21-0123	10 Old Jackson Ave	False Unintentional
6/21/21	17:14	21-0124	10 Old Jackson Ave	False Unintentional
6/25/21	13:15	21-0125	96 Lincoln Ave (Hastings)	Mutual Aid Ladder
6/25/21	20:40	21-0126	708 Saw Mill River Rd	False Malfunction
6/27/21	14:42	21-0127	3 Fraydun Ln	False Malfunction
6/28/21	18:06	21-0128	29 Cheshire Ln	Service Call
6/29/21	10:57	21-0129	47 Jefferson Pl	Mutual Aid Ladder

Respectfully Submitted
Padraic Murray

Chief of Department





POLICE DEPARTMENT

VILLAGE OF ARDSLEY

INCORPORATED 1896



Anthony D. Piccolino

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

*Municipal Building
507 Ashford Ave
Ardsley NY 10502*

WESTCHESTER COUNTY

Monthly Report June – 2021

Property lost or stolen -\$ 41,450.00
Property Recovered---- \$ 0
Court fines and fees --- \$ 72,554.00
Alarm fines and fees--- \$ 0
Meter collection-----\$ 1811.00

Traffic Accidents----- 8
Arrests----- 0
Calls for service----- 246
Investigations----- 8
Impounded vehicles----- 0

UTT summonses issued---- 2
Parking summonses issued- 2
Appearance tickets issued— 0
Total summonses issued----- 4

For monthly statistics, please see attached

Respectfully submitted,

Anthony D. Piccolino
Chief of police



POLICE DEPARTMENT
VILLAGE OF ARDSLEY
 INCORPORATED 1896



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

MUNICIPAL BUILDING
 507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

WESTCHESTER COUNTY

JUNE EVENTS 2021

Training

Total training for the month of June -----27 hrs. Which consisted of SWAT, Firearms, Leadership and Implicit bias training.

COMMUNITY POLICING

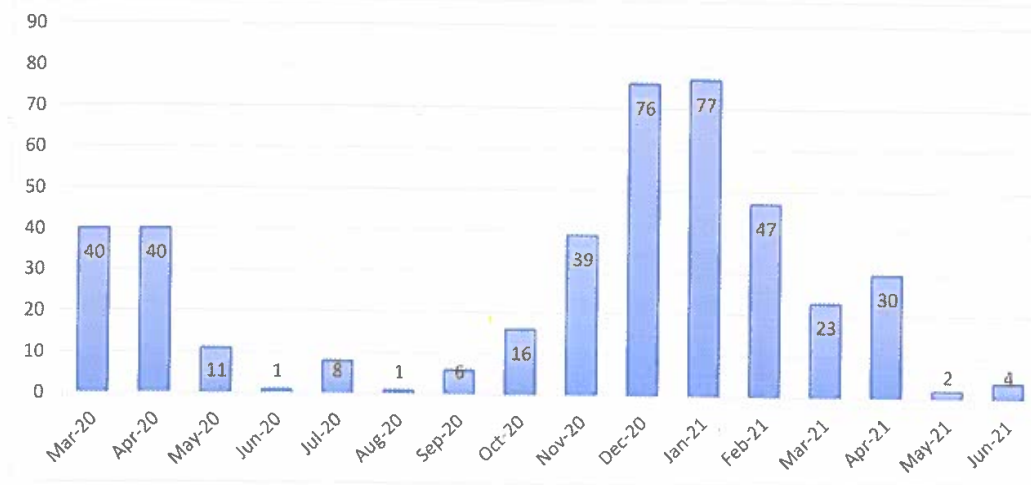
- The Child Seat Passenger Safety officers installed 11 seats and issued 0
- Participated in a zoom meeting for Westchester County Coalitions Group
- Participated in a zoom meeting for the Ardsley SAYF Coalition
- Participated in a zoom safety meeting for the Concord Road Elementary
- Participated in a zoom safety meeting for the Ardsley Middle School
- Performed two lock down drills at Concord Road School
- Attended in person SNYPJOA meeting updates on raise the age legislation
- Community Policing Officer's attended and assisted with the following events: Concord Road 4th grade moving up ceremony, Ardsley Middle School 8th grade graduation ceremony, Ardsley High School senior class of 2021 gradation
- Juneteenth Day, Pride Day
- Community Outreach Events- sponsored the following Ardsley High School Senior Class 2021 Ice cream Social, AHS Senior Class 2021 year book signing provided snacks and drinks, AHS Teacher appreciation BBQ, AHS 9th,10th,11th grades BBQ social, Cops and Cones event, Ice Cream Social, Concord Road 4th grade picnic event and the senior citizens BBQ

Community information

The department continues to investigate numerous reports of fraud and we remind all that you should not provide personal information to anyone over the phone or email.

Coronavirus 2019

Ardley Village Covid-19 cases



. Prevention

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

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

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

For information specific to healthcare, see [CDC's Hand Hygiene in Healthcare Settings](#)

These are everyday habits that can help prevent the spread of several viruses. CDC does have [specific guidance for travelers](#).

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

**RESOLUTION DECLARING LEAD AGENCY AND SCHEDULING A
PUBLIC HEARING FOR HONEST ART, INC.
708 SAW MILL RIVER ROAD**

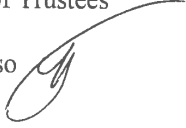
RESOLVED, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for site plan approval for a proposed permit to convert the newly constructed vacant space at 708 Saw Mill River Road into a children’s art school; and

RESOLVED, that the Village Board of the Village of Ardsley hereby refers the applicant to the Planning Board for review and comment regarding the parking reduction;

NOW THERE FORE BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, September 7, 2021 to discuss the proposed permit.

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: July 26, 2021

RE: Honest Art, Inc 708 Saw Mill River Rd

Gabriel Cruz, CEO of Honest Art, Inc., applied for a permit to convert the newly constructed vacant commercial space at 708 SMRR into a children's art school. A letter outlining the business plan is attached. This is an approved use in the B-1 District and VB approval is required for this project pursuant to §200-65A of the Village Code.

This property operates under a 33% reduction in parking as provided by §200-71J of the Village Code (attached) based on the variation in the probable time of the maximum use by patrons and employees of each establishment/use on the property. This reduction must be re-evaluated each time there is a new tenant/use with review and comment by the PB. It should be noted that there is also a variance for 1 parking space on this property.

It appears that the business falls under the retail/personal services category of 1 parking space per 150 square feet of floor area. As such, the overall parking requirement for the property is 32 parking spaces (see attached breakdown) and 20 are provided. It also appears that the actual parking requirement may be lower since the owner stated that most students will be dropped-off and picked-up.

The VB should declare itself Lead Agency for the site plan review, direct the applicant to the PB for review and comment and schedule a public hearing on the 9/7/21 agenda.

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr708-honest art 07-26-21



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

July 22, 2021

To whom it may concern,

Honest Art Studio, Inc. (DBA: Honest Art) is looking to develop 708 Saw Mill River Road into its first brick and mortar studio. Honest Art (HA) has been operating since March of 2020, officially incorporating in October of 2020. HA initially provided remote art lessons to children, both individually and in groups, during the pandemic, and found tremendous success in its approach to artistic freedom, or "Honest Art." The founder of Honest Art, Liza Cruz, is an established fashion designer and artist, and the reason behind the enormous support in the community. Liza will continue to play a hands-on role in Honest Art as the Creative Director, while I, Gabriel Cruz, will assume the role of CEO.

HA is a children's art school, serving children from 12mos. to about 16yrs old. We are looking to operate from 10am to 6pm, Tuesday to Sunday, with the potential of extended hours till 730pm 1 or 2 days a week. In addition to a dedicated party room, we will have 4 class areas: two with the capacity of up to 15 students, one for 12 students and one for 10 students. The area for 10 students will be dedicated to Sensory Art for our younger artists (12mos to 3yrs). The Sensory Art area will only operate during "off-hours," or hours when our older artists will be in school, as Sensory Art requires a more tranquil environment. Each class will be either 60min or 90min. The majority of our artists will be dropped off by their parents, with very few parents staying in the store while their children take a class. We do not expect to run more than two classes at any given time. HA will also sell branded smocks and paintbrushes, in addition to its classes.

HA will employ a number of teaching artists, however the store will primarily operate with two employees on-site. During hours when a party is in session, it is possible we will have four employees on site. The typical party will last two hours. HA will not sell any food or beverages.

HA will provide a reception area for new parents to sign-up their children online. The store will provide two free filtered water stations, one in each room (general space and party room).

We very much look forward to bringing Liza's version of creative expression and artistic freedom to Ardsley. We strongly believe that HA will have a significant and positive impact on the local community and we will do our best to quickly immerse ourselves into the Ardsley community. Thank you very much for your consideration of our business proposal for the Village of Ardsley.

Best,

Gabriel Cruz, CEO

Honest Art, Inc. · 708 Saw Mill River Road, Ardsley, NY · www.honestart.com · 833-ART-4KIDS

§200-71J

Where two or more different uses are served by the same parking facility, the total number of parking spaces required shall be the sum of the requirements for each individual use, except that the Board of Trustees may approve, after review and report by the Planning Board, the joint use of parking spaces by two or more different uses on the same or contiguous lots, provided that the total number of spaces is no more than 1/3 less than the sum of the spaces required. In such case, the Board of Trustees shall find that the capacity to be provided will substantially meet the intent of the requirements of this chapter by reason of variation in the probable time of maximum use by patrons and employees of such establishments, and provided that such approval of joint use of parking spaces shall be automatically terminated upon the termination of the operation of one or more of the establishments served. If more than one lot is involved, the Board of Trustees shall require, as a condition of its approval, a legal instrument in form satisfactory to the Village Attorney, assuring the continued use of such joint parking facilities in connection with the uses they are intended to serve.



Parking Requirements

To: Planning Board
 Village of Ardsley Clerk's Office
 507 Ashford Ave
 Ardsley, NY 10502
 914-693-6961
tdmacedo@optonline.net

Date: March 16, 2018

Re: 708 Saw Mill River Road

Below is a breakdown of the existing and proposed parking demands based on a Zoning Analysis and Land Use History prepared by Cuddy+Feder, LLP.

The following parking and loading requirements are applicable to the Premises. Section 200-71.

Use	Parking Space Requirements
Residential	1 per dwelling unit
Retail & Personal Service Business	1 for each 150 square feet of floor area
Offices	1 for each 250 square feet of floor area
Medical/ dental offices	1 for each 200 square feet of floor area
Laundromat	1 for each 150 square feet of floor area

-EXISTING PARKING SPACES ON SITE: 19 Regular Spaces, 1 Handicap

-EXISTING PARKING REQUIREMENTS: 33 Spaces, 33% reduction and variance

-PROPOSED PARKING REQUIREMENTS: 32 Spaces, seeking 33% reduction and variance

Note Memo from Larry Tomasso, Building Inspector below

3 Residential Dwelling Units = 3 Parking Spaces

2400 SF Retail = 16 Parking Spaces

2000 SF Laundromat = 13 Parking Spaces

"Based on prior approvals and the proposed mix of retail business uses, the existing laundromat and the apartments, the required number of parking spaces is 32, and 20 are provided. The VB had granted a waiver pursuant to 200-71] of the code which allows the Village Board to reduce the number of spaces by 1/3 when two or more business share a parking lot "by reason of variation in the probable time of maximum use by patrons and employees". If the waiver is extended, the parking requirement will be reduced to 21 spaces. In 2004, the ZBA granted a variance for 1 parking space to the laundromat. Since that variance is still valid, the parking requirement will be 20 spaces. Since the retail tenants have not yet been identified, the waiver can be extended at this time. However, it should be noted that the waiver will have to be reevaluated by the VB pursuant to §200-71] when retail tenants are identified."

FIFTY · FIVE NORTH STREET
 PHONE 845-343-8610 · FAX 845-956-951 · EMAIL INFO@DEGRAWANDDEHAAN.COM MIDDLETOWN, NEW YORK 10940

**RESOLUTION DECLARING LEAD AGENCY AND SCHEDULING A
PUBLIC HEARING FOR STANDARD RECYCLING CORP.
891 SAW MILL RIVER ROAD**

RESOLVED, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for site plan approval for a proposed permit to convert the former automotive repair facility at 891 Saw Mill River Road into a recycling bin maintenance and storage shop.

NOW THERE FORE BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, September 7, 2021 to discuss the proposed permit.

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: July 26, 2021

RE: Standard Recycling Corp, 891 Saw Mill River Rd

Michael Reggina of Standard Recycling Corp applied for a permit to convert the former automotive repair facility at 891 SMRR into a recycling bin maintenance and storage shop. A letter detailing the business operation is attached. This is a permitted use in the B-2 Special Business District and VB approval is required pursuant to §200-73A of the Village Code.

The VB should declare itself Lead Agency for the site plan review and schedule a public hearing on the 9/7/21 agenda.

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr891-standard recycling corp 07-26-21

Standard Recycling Corporation
891 Saw Mill River Rd
Ardsley NY 10502
914-613-4871

*Standard Recycling Corp. Operations at 891 Saw Mill River Rd, Ardsley NY:

- Administrative Office
- Reconditioning/Maintaining Clothing Donation Bins
- Request Permission to have 2 Clothing Donation Bins located along Northside Wall just outside of our main gate.

Applicant: Michael Reggina VP of Marketing Michael Reggina 7/30/21

Applicant: Alex Futter President _____

**RESOLUTION AUTHORIZING INTERIM VILLAGE MANAGER TO
SIGN AN AGREEMENT WITH AYOOLA OBI-TENNIS
PROFESSIONAL- FOR TENNIS LESSONS**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an agreement with Ayoola Obi, Tennis Professional, located at 285 East 199 Street, Apt 4C, Bronx, NY 10458 for Tennis Lessons offered through the Ardsley Parks & Recreation Department effective immediately through August 3, 2022.



PROGRAM AGREEMENT

AYOOLA OBI PRIVATE TENNIS LESSONS 8/3/2021
Name of Contractor Name of Program Date of Agreement

This is an Agreement for recreational services by and between the Village of Ardsley, a New York municipal corporation with offices at Village Hall, 507 Ashford Ave., Ardsley, New York 10502 (“Village”), and Ayoola Obi, with offices at 285 East 199 Street, Apt. 4C, Bronx, NY 10458 (“Contractor”).

The Contractor hereby agrees to provide the following services to the Village of Ardsley Department of Parks & Recreation as an Independent Contractor for the above named program (the “Program”) as set forth below.

THE CONTRACTOR AGREES TO:

1. The Contractor shall conduct the Program which shall be open to all Ardsley residents who register as part of the Ardsley Recreation Department program offerings for a period as specified below.

Enter all Program details here or on a separate sheet to be attached hereto and made a part hereof: Individual and group tennis lessons for ages 5 years and older.

2. **Contractors’ Program Obligations.** In connection with the said Program, the Contractor shall be responsible to:

- a. Provide all necessary equipment in order to run the Program for all registrants.
- b. In the event of a cancellation due to inclement weather (snow, rain etc.), the missed Program session will be made up at the end of the Program and the Recreation Department must be informed of all arrangements and changes in scheduling as soon as possible.
- c. Notify the Recreation Department in case of cancellations:
 - i. for inclement weather, one (1) hour prior to the start of the Program.
 - ii. for personal reasons, twenty four (24) hours prior to the start of the Program.
- d. Notify the Police Department, Fire Department or Ambulance Corps in case of any emergency needing their attention in addition to informing the Recreation Department as soon as possible the details of the emergency. In any case a

participant obtains an injury through participation in this Program, an injury report **MUST** be submitted to the Recreation Supervisor overseeing the Program within twenty-four (24) hours.

- e. Maintain accurate attendance records which must be submitted to the Recreation Supervisor overseeing the Program UPON completion of the Program. Contractor will not be paid until attendance records are submitted.
 - f. Maintain full control of each and every session.
 - g. Contractor shall not use Village Tennis Courts for any private lessons not scheduled and paid for through the Village's Recreation Department.
 - h. No additional or substitute personnel shall be allowed to perform the duties of the Contractor without express approval of the Village Manager.
3. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Village, its officials, agents and employees or any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's obligation to indemnify the Village, its officials, agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor.
4. **Insurance.** Contractor shall maintain, at its expense, Workers' Compensation Insurance, liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Policies for that insurance shall be in the broad form available on usual commercial terms and shall be written by state admitted insurers AM best rating A-XII or better who have been fully informed as to the nature of the Services. Except for Workers' Compensation and professional liability insurance, if any, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Contractor and

not of the Village. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Village for all losses, damages, claims, or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not in any way limit Contractor's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Automobile Liability, including bodily injury property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Excess or Umbrella	\$3,000,000

The Contractor hereby agrees to indemnify and hold the Village, its officers, agents, officials, employees, and volunteers performing authorized tasks on behalf of the Village, harmless from and against any and all liability, damage, claims, demands, costs, judgments, fees, including all expenses, reasonable attorneys' fees, of any nature and description whatsoever resulting, directly or indirectly, or arising out of the award of this contract, or the procedures leading thereto, for any act or omission of the Village or the Contractor, or their respective agents, employees, representatives, or subcontractors.

In addition, Contractor agrees that in the event of a demand, claim, cause of action, suit or liability against the Village, to provide the Village, its officers, agents, employees, and volunteers performing authorized tasks on behalf of the Village, a defense and defend any such demand, claim, cause of action, suit or liability arising, directly or indirectly, under this agreement at no cost or expense to the Village.

In the event of any action commenced against the Village, or its officers, agents, volunteers performing authorized tasks, or employees, which is within the scope of this section, the Village will promptly give notice thereof to the Contractor, and the Contractor will have the right to select and furnish counsel for the defense of any such action, provided such counsel has no conflict of interest with the Village and is otherwise acceptable to the Village, which acceptance shall not be unreasonably withheld, at no cost or expense to the Village. The Village agrees to cooperate with the Contractor as reasonably required for the defense of any such action.

The parties acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Village with respect to the Village's interests and that such insurance shall not be cancelled, materially changed, or not renewed for any reason, including non-payment of premium, without 30 days prior written notice to the Village. The Village shall have the option to pay any necessary premiums and charge the cost back to Contractor.

Simultaneously with the execution of this Agreement, Contractor shall deliver Certificates of Insurance to the Village evidencing Contractor's compliance with these requirements.

5. **Contract Documents.** All contract documents must be completed and returned to the Village Manager's Office, Village Hall, 507 Ashford Avenue, Ardsley, NY 10502 prior to the start of the Program.
6. **Performance of Services.** In performing the Services and incurring expenses under this Agreement, Contractor shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Village. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the Services, shall have complete charge and responsibility for Contractor's personnel engaged in the performance of the Services, and whenever possible shall use its own equipment and facilities.
7. **Contractor Status.** It is hereby mutually acknowledged and agreed that the Contractor is engaged and employed as an independent contractor. As an independent contractor, the Contractor agrees to be responsible for all damage, loss or injury to persons or property that may arise, directly or indirectly, as a result of this agreement. Contractor agrees, on behalf of itself and all contractors' officers, agents and employees, not to represent to any person or entity that Contractor is an employee or is acting as an agent on behalf of the Village.
8. **Consideration.** In exchange for the services referred to in item 1, above, the Village agrees to pay Contractor as set forth below upon receipt of vouchers in the form prescribed by the Village, after approval by the Village Treasurer and on the terms and conditions set forth herein in exchange for Contractor performing the tasks outlined above, and more fully set forth below, as follows: 80% of the enrollment fee per child for each class.

In exchange for the services referred to in item 1, above, the Village agrees to pay Contractor as set forth below upon receipt of vouchers in the form prescribed by the Village, after approval by the Village Treasurer and on the terms and conditions set forth herein in exchange for Contractor performing the tasks outlined above, and more fully set forth below, as follows: 80% of the enrollment fee per child for each class.

For all services rendered pursuant to this Agreement, the Contractor shall be entitled to compensation as stated above. Only after verification of enrollment numbers has been conducted by the Recreation Supervisor and/or the Village Manager will the Contractor be paid this portion.

Contractor and the Village expressly acknowledge and agree that the Village shall not be responsible to any vendor or subcontractor that the Contractor retains, or who acts on behalf of the Contractor, for the purpose of fulfilling the terms of this Agreement.

Contractor acknowledges and agrees to hold the Village harmless for any amount over, above and beyond that specified by this Agreement.

The Village and the Contractor acknowledge and agree that the Village's obligation to make payments as outlined herein is conditioned upon compliance by the Contractor with all of the terms and conditions contained in this Agreement.

The Village and the Contractor acknowledge and agree that, notwithstanding the provisions of General Municipal Law §106-b, no interest shall be paid on any claim or voucher.

The Contractor agrees to file claims for all payments on a timely basis in accordance with procedures promulgated by the Village. The Contractor agrees to be solely responsible for any expenditure over or beyond that specifically agreed herein, or any improper expenditure, and the Village will not be responsible for any such expenditure. Any funds forwarded or advanced by the Village and not expended, or committed to be spent, by the Contractor will, at the expiration of this Agreement, be returned to the Village. Any equipment purchased with funds provided under this Agreement shall be Village property.

9. **TERM and TERMINATION.** The term of this contract between the Village and Contractor shall commence on August 3, 2021 and terminate on August 2, 2022. The parties acknowledge and agree that time is of the essence and the Town's right to timely performance shall not be waived except by written amendment.

Either party may terminate this Agreement by giving written notice expressing such intent and stating a definite termination date. Except as provided in Section 12, the party electing to terminate shall give the other party at least ten days' notice to the address herein. If the Village elects to terminate this agreement, Contractor shall be paid for all services actually rendered to date, upon proof of delivery or completion, by submitting an itemized voucher in a form suitable to the Village Treasurer. If Contractor elects to terminate this agreement, the Village shall have the option of either keeping goods or services actually rendered or delivered, provided Contractor's actual costs are reimbursed, or canceling and returning goods or materials provided to date of termination where possible.

This contract may be renewed/extended at the discretion of the Village Manager for up to two additional years.

10. **Miscellaneous:** All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the address set forth in this Agreement by certified mail, return receipt requested, by Federal Express or similar overnight courier, or by facsimile transmittal with confirmation by regular first class mail.

This Agreement has been negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

Contractor and its subcontractors shall not engage in any discriminatory hiring practice or accept any engagement which might conflict with Contractor's responsibilities under this Agreement.

Contractor consents to jurisdiction in the Courts of the State of New York and to venue in Westchester County, New York, in any action for monetary, injunctive, declaratory, or other relief under any provision of this Agreement.

The rights and obligations of the parties, and their respective agents, successors, and assigns, under this Agreement shall be subject to and governed by this Agreement, including Exhibit A, and this Agreement supersedes any other understanding or writing between the parties. No change, amendment, or modification of any term or condition of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

11. **Statement of Nondiscrimination.** Contractor agrees to comply with all applicable, federal, state, and local laws, rules, regulations, ordinances and any amendments thereto, and program standards applicable to the project and to the Contractor's performance hereunder, including but not limited to: (1) Older Americans Act of 1965, 42 U.S.C. §§3001 *et seq.*, as amended; (2) the Civil Rights Act of 1964, 42 U.S.C. §§1971 *et seq.*, and the Civil Rights Act of 1991, 42 U.S.C. §1981; (3) the Americans with Disabilities Act of 1990, 42 U.S.C. §§1211 *et seq.*; (4) the rules and regulations of the New York State Office for the Aging, 9 NYCRR 6650 *et seq.*; (5) New York State Executive Law, Article 15; (6) the Governor's 1960 Code of Fair Practice, 9 NYCRR 1.4; (7) Administration on Aging Rules and Regulations for Title III, 42 U.S.C. §3011 *et seq.* and 41 CFR Parts 29 - 70; (8) 45 CFR Part 74 (Grant Administration); (9) the Rehabilitation Act of 1973, 42 U.S.C. §§6000 *et seq.*; (10) Single Audit Act of 1984, 31 U.S.C. §§7501 *et seq.*; (11) Equal Pay Act of 1963, 29 U.S.C. §206; (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101 *et seq.*; (13) 45 CFR Part 84.11(a) (nondiscrimination based on disability); (14) Equal Employment Opportunity Act of 1972 (amending title VII of the Civil Rights Act of 1964), 42 U.S.C. §§2000e *et seq.*;

(15) Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967), amending Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965); (16) N.Y.S. Exec. Order No. 6, 9 NYCRR §4.6 (1983); (17) N.Y.S. Exec. Order No. 19, 9 NYCRR §4.19 (1983); (18) N.Y.S. Exec. Order No. 21, 9 NYCRR §4.21; and (19) Drug-free Workplace Act of 1988, 41 U.S.C. §§701 *et seq.*

The Contractor agrees to prominently post on the site where services hereunder are to be provided, a statement regarding nondiscrimination the same or similar to the following:

In accordance with Section 504 of the Rehabilitation Act of 1975, title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, gender, national origin, marital status, sexual orientation or physical condition.

No service rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, sexual orientation or religion. The Contractor agrees to (1) ensure equal access to participation, services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (2) ensure that any service provided under this Agreement will be secular in nature and in no event will there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of any services rendered or delivered and, refrain from using funds to advance any sectarian effort; and (3) refrain from using funds to advance any partisan candidate or effort. The Contractor will, however, ensure that all candidates for elective office have equal access to information and activities regardless of policy views or party affiliation, prevent any influence or coercion designed to interfere with or affect elections or nominations for political office, and ensure that no employees or persons served under this Agreement is, directly or indirectly, coerced, advised or solicited to contribute anything of value to any political party, committee, organization, agency or person for any political purpose, or engage in any other partisan activities.

11. **Waiver and Severability.** The failure of either party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision or any other application of that provision.

12. **No Assignment.** Contractor shall not assign any of its rights, interests, or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the Village. Any subcontract or assignment shall be subject to all of the terms of this Agreement.

13. **Performance of Services.** In performing the Services, Contractor shall assign qualified personnel and act in accordance with the professional standards and with the skill, diligence, and quality control/quality assurance measures expected of a recognized service firm performing services of a similar nature. Contractor shall secure and pay for all licenses and permits necessary to perform and render the services set forth above.

Contractor shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations. In addition, Contractor and its employees and agents shall comply with all Federal, state, and local personnel safety rules and all applicable conditions or requirements of any permit, authorization, order, or directive issued by the Village or any court or agency.

THE ARDSLEY RECREATION DEPARTMENT AGREES TO:

1. Assign an employee of the Department to oversee the Program.
2. Promote the Program through flyers, emails, website, press releases and the bi-annually recreation brochure.
3. Register all registrants at a fees listed above (if applicable).
4. Provide the Contractor with a roster prior to the first session date and throughout the Program as needed.
5. Submit facility use request to the appropriate organization to ensure Program meeting location is available and suitable for the Program.
6. Suspend any Program participant based up on a mutual determination of Contractor and the Department.
7. Ensure all paperwork is complete and processed in a timely manner to ensure contractor payment.
8. Process payment to Contractor within thirty (30 – forty five (45) days of receipt of completed invoice and backup documentation, as applicable.
10. Additional: *(List any additional terms):*

Limited contract adjustments may be authorized by the Village Manager in the best interests of the Village.

The signatures below hereby agree to all specified written terms on this agreement.

Ayoola Obi Contractor

Date

Charlene Indelicato
Interim Village Manager

Date

**RESOLUTION TO AUTHORIZE THE INTERIM VILLAGE MANAGER
TO SIGN AMENDMENT NO. 1 TO THE AGREEMENT WITH
CALGI CONSTRUCTION COMPANY**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign amendment No. 1 regarding the revised construction management fees dated June 24, 2021 with Calgi Construction Company, 56 Lafayette Avenue, Suite 350, White Plains, New York 10603 related to the Highway Garage Building Project.



Established 1919

CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

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

June 24, 2021

Meredith S. Robson
Village Manager
Village of Ardsley
507 Ashford Ave, Ardsley, NY 10502

Re: New DPW Facility
Revised CM Fees as of June 24, 2021
CCC Project 1811

Dear Meredith,

Following up on our 11:00 AM Zoom meeting on June 18, 2021, our TEAM met to review in detail the overall Project time line as well as our staff commitment regarding the necessary on-site Project Management and Supervision based on the Project's current status as compared to our original Contract Agreement.

To recap, Attachment "A" of our original Contract Agreement defined our services and fees based on the anticipated scope and timeline of the Project at the time, April 2020.

As we know now, the dealings with the Town of Greenburgh did affect the planning, timing and implementation of the overall Project. Whereas the Pre-Construction Phase work was anticipated to begin in May 2020, we are now just getting underway in June 2021. The work in Phase I of the Construction / Project Close-Out Phase, Access Road and Demolition of Existing Structures, was anticipated to be performed concurrently starting in October 2020. In actuality, we were only able to perform the Demolition part beginning in November 2020 and just recently completed. We now anticipate the construction of the Access Road to be a single, separate project followed closely by the Construction of the New DPW Facility inclusive of all related site work and Utility Relocation.

Our TEAM, having recently met as noted above, now believes that the Site Utility Relocation is better suited to be a part of the construction of the New DPW Facility. In this way, we estimate that the Access Road can now be constructed in three (3) months and a savings can be achieved on the overall Project time frame with the Utility Relocation work being performed concurrently with the New DPW Facility.

This new approach to the project allows us to economize on the anticipated necessary on-site Project Management time. As the Site Utility Relocation will now be performed concurrently with the construction of the New DPW Facility the Access Road, a separate project, can now be completed in three (3) months. A savings of two (2) months from the June 10th scenario. Also, because of this new scenario, we believe our Project Manager will not be required to be on site full time (40hrs/week) but rather part time (24hrs/week). The actual on-site hours may vary depending on what construction activities are taking place, however, overall the time should average out to 24 hours per week.

Celebrating a Century of Construction Services

Member: Construction Management Association of America

Associated General Contractors of America

Meredith S. Robson
June 24, 2021
Page 2

Similarly, because of this new scenario and additional review of the time line relative to work / task concurrency and scheduling, we now believe that the construction of the new New DPW Facility can be achieved in fifteen (15) months. Further, we believe that we can also economize on our on-site Project Management time. A further review of the schedule coupled with our past experience in the building of this type of facility indicates that the project will typically experience ebb and flow periods of on-site work. We believe these periods of "down time" amount to two (2) months in which our on-site Project Manager can perform his duties on a part time 24 hours per week basis. Therefore, our Project Manager will be on-site full time (40 hours/week) for thirteen (13) months and part time (24 hours/week) for two (2) months.

Based on the above, our revised CM Fees are as follows:

Current CM Fee per Contract	Pre-Construction Phase Fee Only - No Change	\$ 83,700.00
Revised CM Fees as of June 24, 2021	Construction of Access Road	\$ 55,536.00
	Construction of New DPW Facility & Utility Relocation	<u>\$ 444,288.00</u>
	TOTAL AMOUNT OF REVISED ADJSUTED CM FEES	\$ 583,524.00

This revised amount is approximately \$129,724.00 (28%) above our original Contract Agreement with the Village in the amount of \$ 453.800.00

Please understand that we consider this amount to be a "projected" amount based on the current project schedule. Any savings in time /duration will cause this amount to be adjusted accordingly.

Should you have any questions or would like to discuss further, please call.

Best Regards,
Calgi Construction Company, Inc.



Dominic Calgi
President

File: Job/1811/Admin/Contracts-CMfeeRev6-24-21

**RESOLUTION TO AUTHORIZE THE INTERIM VILLAGE MANAGER
TO SIGN AMENDMENT NO. 2 TO THE AGREEMENT WITH
WESTON & SAMPSON**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign amendment No. 2 to the agreement with Weston & Sampson, 1 Winners Circle, Suite 130, Albany, NY 12205 related to the Highway Garage Building Project.

AMENDMENT NO. 2
TO
AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN

VILLAGE OF ARDSLEY
AND
WESTON & SAMPSON, PE, LS, LA, PC
FOR

NEW PUBLIC WORKS FACILITY

The AGREEMENT for the New Public Works Facility made on the Fifth day of May in the year Two Thousand Twenty by and between the Village of Ardsley, acting through its Mayor, hereinafter called the OWNER, and Weston & Sampson, PE, LS, LA, PC, with offices at 1 Winners Circle, Suite 130, Albany, NY, hereinafter called the ENGINEER is hereby amended in accordance with the provisions of said AGREEMENT.

This amendment is issued to incorporate the following changes:

ADD authorized Additional / Special Services, as follows:

2.1. Extended Duration of Concept Design Phase

This item includes the added tasks to continue the project during the 1+ year duration that the Village worked through the property issues with the Town of Greenburgh. Included in this item are meetings, correspondence, and an escalation factor that accounts for inflationary increases in billing rates now and in the future.

2.2. The Greenburgh By-Pass

Additional design engineering and surveying to facilitate multiple iterations of the new access road to be constructed on Greenburgh Property. As detailed on the accompanying spreadsheet, this includes Site Plan and Road designs, Meetings and Presentations, Definition and Metes/Bounds, Additional Survey Confirmation, and Future Final Design and Engineering.

2.3. Utility Identification, Location and Relocation

This includes time and expenses to identify and coordinate underground utilities, principally with Con Edison to locate and understand natural gas and electric services. This item also includes the design of future relocation of electric service across the Ardsley site to serve the Greenburgh property (assumed to be in underground conduit) as well as a new feed for natural gas.

2.4. Separate Roadway and Utility Package

Our original scope of services was based on a single contract bidding event, and the decision has now been made to include an “early site package” that would get a separate prime contractor on board to begin roadway construction, utility relocation, and overall site preparation completed to clear the way for the building general contractor to efficiently begin work on the rest of the project.

2.5. General Design Changes and Adjustments

This item includes the adjustments to the building design that have continued to take place over the last year or so that were not originally included in the building program. Examples of this include added basement storage space and storage for the Police Department, and reconfiguration of shops and vehicle maintenance, etc.

ARTICLE 11 - COMPENSATION is hereby amended as follows:

A. The fees for Additional Services identified in Exhibit A and modified herein:

2.1. Extended Duration of Concept Design Phase	\$ 38,647.00	
	Total:	\$38,647
2.2. The Greenburgh By-Pass		
a. Additional Site Plan and Road Design	\$ 7,500.00	
b. Meetings and Presentations	\$ 4,950.00	
c. Definition of Metes and Bounds	\$ 1,600.00	
d. Additional Survey Confirmation	\$ 8,250.00	
<u>d. Final Design and Engineering</u>	<u>\$15,000.00</u>	
	Total:	\$37,300
2.3. Utility Identification, Location and Relocation	\$ 7,000.00	
	Total:	\$ 7,000
2.4. Separate Roadway and Utility Package	\$ 4,200.00	
	Total:	\$ 4,200
2.5. General Design Changes and Adjustments	\$ 2,800.00	
	Total:	\$ 2,800
Additional / Special Services Authorized to Date:	\$	0
Additional / Special Services ADDED by this AMENDMENT No. 2:	<u>\$</u>	<u>89,947</u>
Total Authorized Contract Amount to Date: (includes Amendment No. 1)		\$ 1,098,583
Total Modified Contract Amount under this AMENDMENT No. 2:		\$ 1,188,530

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 2 this _____ day of _____, 2021.

ACCEPTED FOR:

VILLAGE OF ARDSLEY
(Name of Owner)

By its:

(Printed name and Title)

WESTON & SAMPSON, PE, LS, LA, PC

NEW DEPARTMENT OF PUBLIC WORKS													Jun-21							
Heatherdell Road, Ardsley, NY													W&S Project							
DESIGNER SERVICES - BASE CONTRACT AND ADDITIONAL SERVICES													ENG20-0501							
B	2020				2021				2022				2023							
	1Q20	2Q20	3Q20	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22	2Q22	3Q22	4Q22	1Q23	2Q23	3Q23	4Q23				
BASIC SERVICES (ORIGINAL CONTRACT)																				
A	Investigation Phase / Proof of Concept		\$ 17,500																	
B	Concept Design		\$ 51,000		extended →															
C	Presentation to Village Board		\$ 9,250																	
D	Final Design				\$ 653,500		delayed →													
E	Advertising, Bidding and Award				\$ 33,750		delayed →													
F	Services During Construction						\$ 304,500				delayed →									
													per May 2020 Agreement		TOTAL BASIC SERVICES		\$ 1,069,500			
1																				
ADDITIONAL SERVICES (APPROVED UNDER AMENDMENT #1)																				
A	5. Supplemental Survey and Wetlands Flagging				expenses															
				Existing Conditions Documentation - related to Greenburgh				\$8,008												
A	6. Supplemental Hazardous Materials Testing				expenses															
				Support to Demolition Contract				\$7,985												
A	7. Subsurface Utility Location and Mapping				expenses															
				Initial Investigation of Undocumented Conditions				\$13,090												
													per December 2020 Amendment #1		TOTAL ADDITIONAL SERVICES APPROVED TO DATE		\$ 29,083			
													TOTAL BASIC & ADDITIONAL SERVICES APPROVED TO DATE		\$ 1,098,583					
2																				
ADDITIONAL SERVICES (PROPOSED UNDER AMENDMENT #2)																				
2.1	Extended duration of Concept Design Phase, delayed start of Final Design and subsequent Phases				COVID-19 and Greenburgh Delays												staff time + escalation		\$38,647	
2.2	The Greenburgh By-Pass				Resolution of the Greenburgh Right-of-Way															
		a. Additional Site Plan and Road Design		time + expenses		\$7,500														
		b. Meetings and Presentations		time + expenses		\$4,950														
		c. Definition of Metes & Bounds		time + expenses		\$1,600														
		d. Additional Survey Confirmation*		direct expense				\$8,250		→						*Survey completion expected 2Q22 or later, post-construction				
		e. Final Design and Engineering		time + expenses				\$15,000												
				total hours		152		\$37,300												
2.3	Utility Identification, Location and Relocation				Undocumented Conditions												time + expenses		\$7,000	
2.4	Separate Roadway and Utility Package				Split Procurement												time + expenses		\$4,200	
2.5	General Design Changes and Adjustments				Site and Building Program Adjustments												time + expenses		\$2,800	
													TOTAL AMENDMENT #2 STAFF TIME AND EXPENSES		\$ 89,947					
													TOTAL CONTRACT ADJUSTMENTS APPROVED AND PROPOSED TO DATE		\$ 119,030					
													TOTAL BASIC & ADDITIONAL SERVICES APPROVED AND PROPOSED TO DATE		\$ 1,188,530					
													Overall increase		11.1%					

DRAFT

**RESOLUTION TO AUTHORIZE THE INTERIM VILLAGE MANAGER
TO SIGN AN AGREEMENT WITH WESTON & SAMPSON FOR
PARKING DECK PROPOSAL**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an agreement with Weston & Sampson, 1 Winners Circle, Suite 130, Albany, NY 12205 dated July 8, 2021 for professional services regarding the parking deck proposal.

July 8, 2021

Meredith Robson, Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 10502

RE: Parking Deck Study – Proposal for Professional Services

Dear Ms. Robson:

Weston & Sampson PE, LS, LA, PC is pleased to present this proposal for professional services for the preparation of a feasibility study of the proposed parking deck to be located between Rt. 9A and the Sawmill River. As we understand it, the Village desires to have constructed a single-level elevated parking deck generally over the existing parking lot and the stormwater management area adjacent to the Sawmill River. Based on preliminary estimates, this configuration may provide parking for approximately 70 - 100 cars with ramp access near the intersection of Heatherdell Road and Saw Mill River Road. In order that the Village my better understand the opportunities and constraints of considering this civil works project, Weston & Sampson proposes to conduct a feasibility study with the following work scope items:

- Review available information on the existing stormwater facility site, provided by the Village.
- Review any existing parking studies to confirm the need for additional parking spaces.
- Review of Constraints: Review the constraints that may limit the availability and usage of the site for parking, including environmental, jurisdictional, and the need for permits.
- Geotechnical: Review available geotechnical information to assess the soils suitability to support a parking structure. Unless requested by the Village, this proposal does not include new soil borings or field work.
- Layout Feasibility: Prepare 2-3 sketch-level layouts utilizing various amounts of available space, to facilitate the evaluation of number of parking spaces that would be available.
- Report of findings: Prepare a brief report of findings that includes a concise description of the analyses described above, including the presentation of proposed layout options, estimates of square-foot construction cost, and a tabulation of key next steps to be undertaken to move the design of the proposed parking deck forward.
- Present the findings of the report to the Village Board either in person or virtually, as requested.

WORK NOT INCLUDED

Weston & Sampson specifically excludes the following:

- New geotechnical field investigations.
- Environmental field investigations or assessments.
- Wetland delineations or permitting
- Survey or mapping
- Underground utility locations.

Weston & Sampson proposes to provide the services described above for the lump sum fee of \$7,500.

Weston & Sampson PE, LS, LA, PC is prepared to begin immediately upon authorization by Village Board. If you have any questions, please don't hesitate to contact me at 518 – 463 – 4400 or by email at budrowj@wseinc.com.

WESTON & SAMPSON PE, LS, LA, PC



Jeffery F. Budrow, PE
Senior Associate

CC: Daniel G. Tenney III, AIA

ACCEPTED BY:

_____ (PRINTED NAME AND TITLE)

_____ (SIGNATURE)

_____ (DATE)

**RESOLUTION TO APPROVE POLICE DEPARTMENT
RULES AND REGULATIONS**

WHEREAS, the Ardsley Police Department has been developing comprehensive updates to departmental rules and regulations in an effort to obtain New York State accreditation; and

WHEREAS, the Village of Ardsley Labor Counsel has reviewed such updates; and

WHEREAS, the Village Board of the Village of Ardsley has reviewed and discussed the complete documents with the Chief of Police, and

WHEREAS, the Interim Village Manager recommends that the Village Board of the Village of Ardsley approves such rules and regulations so that the New York State Accreditation process can begin.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby approves the Police Department rules and regulations completed in May, 2021 in order for the Police Department to move forward with the accreditation process.

RESOLUTION TO AMEND NON-UNION PERSONNEL POLICY

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations;
and

NOW THEREFORE BE IT RESOLVED, the Village Board of the Village of Ardsley hereby replaces the Non-Union Personnel Policy effective immediately.

Non-Union Village Employee Personnel Policy¹

ORIGINAL POLICY ADOPTED BY THE
ARDSLEY VILLAGE BOARD
OF TRUSTEES ON FEBRUARY 4, 2002.

HEALTH INSURANCE CONTRIBUTIONS INSTITUTED ON JUNE 1, 2012,
AND MEMORIALIZED BY VILLAGE BOARD
RESOLUTION ON JANUARY 7, 2013.

HEALTH INSURANCE BUY-OUT INSTITUTED ON JUNE 1, 2012,
AND MEMORIALIZED BY VILLAGE BOARD
RESOLUTION ON JANUARY 7, 2013.

REVISED POLICY ADOPTED BY THE ARDSLEY VILLAGE BOARD OF TRUSTEES ON AUGUST
2, 2021.

12588163.4 6/22/2021

1

1. APPLICABILITY

A full time employee is defined as one who works a regularly scheduled minimum of thirty-five (35) hours per week. Part time employees are those who are regularly scheduled to work a minimum of less than thirty-five (35) hours per week.

This Personnel Policy (“Policy”) applies to all salaried, full time employees of the Village of Ardsley, including Department Heads, who are not: (1) members of a bargaining unit represented by a certified bargaining representative; (2) covered by an individual agreement with respect to employment benefits; or (3) covered by a separate policy as a member of the Police Department or Department of Public Works (“DPW”). Such employees are referred to herein as “full time employees.” To the extent a full time employee has an individual agreement or is covered by a Departmental policy as described above, this Policy may still apply only if the employee does not receive same or similar benefits pursuant to an individual agreement with the Village and the policy herein does not conflict with the employee’s individual agreement with the Village or Departmental policy.

Full time employees shall be entitled to receive fringe benefits in accordance with the following provisions. Part time employees shall not be eligible or entitled to receive any leave time or health related benefits in accordance with this Policy, but shall be subject to all other personnel rules and regulations herein.

This Policy has been drafted and shall be construed and enforced in accordance with the substantive laws of the State of New York, and to the extent applicable, federal and local laws, rules and regulations. If any provision of this Policy (specific or general) is held to be illegal, void or unenforceable, then such provision shall be of no force and effect, but such shall not impair the legality or enforceability of any other provision of this Policy, and may be amended by the Village in accordance with applicable law at any time.

2. COMPLIANCE WITH VILLAGE POLICY

The Village Manager is responsible for ensuring compliance with all personnel policies, rules and regulations and is solely responsible for discipline up to and including termination, in accordance with all applicable laws.

3. TIME OFF

All time off must be requested by the employee in advance and approved by the Village Manager. Any requests to leave early or to arrive late must be submitted verbally or in writing and be approved in advance by the Village Manager. Employees habitually arriving late to work, leaving early or abusing leave time shall be subject to discipline up to and including dismissal.

A. Vacation

Requests & Approval. All requests for vacation must be made to the Village Manager in writing. Such requests may be granted at the sole discretion of the Village Manager upon examining the staffing needs for the day/week requested and the employees who have sought and received permission previously for the same day/week.

Allotment. Full time employees shall receive the following paid vacation time:

<u>Length of time employed by the Village</u>		<u>Annual Vacation Allotment</u>
Three (3) to six (6) months	--	Five (5) work days
Six (6) to twelve (12) months	--	Five (5) additional work days for a total of ten (10) days during the first year of employment
One (1) to five (5) years	--	Fifteen (15) work days
Six (6) to nine (9) years	--	One additional work day each year up to nineteen (19) work days
Ten (10) years	--	Twenty (20) work days
Twelve (12) years	--	Twenty-three (23) work days
Fifteen (15) years	--	Twenty-five (25) work days

The Village Manager shall have the discretion to approve additional vacation time for newly hired department heads to respect their experience and benefits prior to joining the Village.

Carryover. Vacation leave may be carried over from the prior fiscal year but must be used by November 30th of the following fiscal year. Such carry over must be approved by the Village Manager in advance of the end of the fiscal year in which the vacation is accrued.

Payout. Full time employees may receive payment for accrued, unused vacation days upon resignation in accordance with Section 6(A) (Separation from Employment – Resignations) of this Policy

B. Personal Days

Full time employees are entitled to use up to five (5) personal days per annum with the prior written approval of the Village Manager. Personal days are prorated up until the employee's one year anniversary of employment with the Village.

An employee's unused personal leave days at the end of the fiscal year shall be credited to the employee's accumulated sick leave as of May 31st of that fiscal year. Accrued,

unused personal days are not paid out to an employee upon separation from employment for any reason, including retirement, resignation or termination.

C. Bereavement Leave

Full time employees may take leave with pay for up to four (4) consecutive calendar days for the death of a member of the immediate family (spouse, child, mother, father, parents-in-law, grandparents, brother, or sister). Proof of death and applicable familial connection may be required by the Village Manager.

D. Sick Leave

Full time employees shall accrue one (1) sick day per month for use during personal or family illness to be accumulated to a maximum of 220 days. Employees may utilize up to six (6) days, or with the prior approval of the Village Manager more than six (6) days, per calendar year of their accumulated paid sick leave days to care for a spouse, child, mother, father, parent-in-law, grandparent, brother or sister. Employees may not use sick days directly preceding or following an employee's use of vacation time or time-off due to a holiday unless the employee provides proof of such illness, such as a doctor's note, to the Village Manager upon the Village Manager's request.

Full time employees shall be paid for half of his/her accumulated sick leave upon retirement so long as a pattern of abuse has not been established. A pattern of abuse may be defined as regular use of more than seven (7) sick days per year, as well as improper use (*e.g.*, Mondays and Fridays), absent some documented, chronic or life altering medical condition. Employees will forfeit payment for unused sick time if such pattern has been established during their employment. In the event of an employee's death, said payment shall be made to the deceased employee's beneficiary or estate, as the case may be. Employees shall not receive payment for accrued, unused sick leave for any reason other than retirement (*i.e.*, accumulated sick leave is not paid to employees who resign, are terminated, or separate from the Village's employ for any reason other than retirement).

Pursuant to Section 41-j of the New York State Retirement and Social Security Law the Village offers an optional sick leave benefit. In accordance with this optional sick leave benefit, an employee may elect to use a portion of his/her sick leave accumulation for service credit and such portion of an employee's sick leave accumulation utilized for service credit shall correspondingly be deducted from his/her accumulated sick leave. If elected, up to 165 days of unused, unpaid sick leave may be credited as additional service.

E. Holidays

Full time employees are entitled to paid holidays only on the days Village Hall is closed for a holiday, which includes:

- | | |
|----------------------------|--------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Jr. Day | Lincoln's Birthday |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve (1\2 day) |
| Labor Day | Christmas Day |
| | New Year's Eve (1\2 day) |

If any additional holiday is granted to any Village employee by virtue of a collective bargaining agreement, full time employees covered by this Policy shall also be entitled to those same additional holidays.

F. Overtime / Compensatory Time

Unless otherwise provided by applicable law, department heads shall not be eligible for overtime or compensatory time.

Other employees shall be eligible for overtime only as required by the federal Fair Labor Standards Act and other applicable law.

G. Jury Duty

Full time employees are granted leave with pay for jury duty provided that any payments or reimbursements for such duty are turned over to the Village. An employee who reports for jury duty and is excused from serving before noon must report to work for the afternoon according to his/her work schedule. However, the combination of jury duty and Village work shall not amount to more than one normal workday.

4. TIMESHEETS

All employees, full time and part time, covered under this Policy shall be required to participate in attendance procedures, including contemporaneously maintaining and submitting a bi-weekly timesheet to the Village Treasurer as prescribed by the Village Manager.

5. RETIREMENT

The Village is governed by the rules and regulations of the New York State and Local Retirement System (NYSLRS). Employees with questions concerning retirement should

contact the NYSLRS, and to the extent an employee has questions concerning Village policy, consult with the Village Manager and Village Treasurer.

6. SEPARATION FROM EMPLOYMENT

A. Resignations

A written letter of resignation is required to be provided to the Village Manager and filed with the Village Clerk by all employees intending to resign. The letter of resignation must be submitted at least thirty (30) calendar days prior to the date of resignation or the employee shall forfeit any right he/she may have to be paid for accrued vacation leave only, as well as eligibility for health insurance upon retirement. The thirty (30) day notice requirement may be waived in writing by the Village Manager only for good cause and under unique circumstances that could not have been adequately anticipated.

B. Retirement

Employees intending to retire must submit a letter of resignation for the purpose of retirement in accordance with the preceding paragraph. Employees contemplating retirement must be aware that the New York State Employees' Retirement System (NYSERS) has certain requirements, including notice requirements to NYSERS prior to retirement. Information concerning State requirements for filing for retirement benefits may be obtained from the Village Treasurer.

C. Dismissal

Employees who fail to fulfill their duties and responsibilities in a manner satisfactory to the Village, or do not abide by the policies of the Village, are subject to discipline up to and including immediate dismissal by the Village Manager, except as otherwise provided in the Civil Service Law or other applicable law.

7. LONGEVITY

Full time employees shall be entitled to longevity payments based upon years of service with the Village as follows:

After completion of seven (7) years of service:	\$1,075 per annum;
After completion of ten (10) years of service:	\$1,125 per annum;
After completion of fifteen (15) years of service:	\$1,275 per annum;
After completion of twenty (20) years of service:	\$1,425 per annum;
After completion of twenty-five (25) years of service:	\$1,675 per annum;
After completion of thirty (30) years of service:	\$2,175 per annum.

Longevity payments shall be non-cumulative. Employees hired on or after June 1, 2018 shall receive their longevity payments on the payroll period following their hiring anniversary date.

8. HEALTH INSURANCE

The Village offers hospitalization and health insurance coverage to non-unionized full time employees under the same plan(s) providing coverage to the Village's unionized employees.

Those eligible may elect family or individual health insurance coverage. Full time employees with family health insurance coverage shall contribute two percent (2%) of his/her base wage towards the health insurance premium or cost. Full time employees with individual health insurance plan coverage shall pay one percent (1%) of his/her base wage towards the health insurance premium or cost.

All contributions shall be deducted on a "pre-tax" basis.

The employee shall be responsible to pay 100% of their respective deductibles.

Retirees from full time positions who have served for at least ten (10) years with the Village at the time of retirement are eligible for retiree health insurance from the Village and may elect to receive medical coverage for themselves and eligible family members. Retirees from full time positions hired by the Village before June 1, 2021 shall not contribute for the provision of such benefit. Retirees from full-time positions hired by the Village on or after June 1, 2021 shall contribute fifteen percent (15%) of the premium cost for either individual or family coverage. Retirees from full-time Village employment who have served for less than ten (10) years with the Village may elect to participate in the health insurance plan at their own cost.

A surviving spouse and/or eligible family members may elect to participate in the health insurance plan totally at his or her own expense in accordance with the rules and regulations of the Village's health insurance provider.

9. HEALTH INSURANCE BUYOUT

The Village shall offer an optional buy-out of health insurance coverage for all full time employees. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Village on a form provided by the Village Treasurer's Office known as a Request to Decline and Waive Health Insurance Coverage that he/she is selecting to decline and waive the health insurance coverage provided by the Village.

An employee who declines and waives individual health insurance coverage as provided above shall be paid One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per year in equal monthly amounts during the fiscal year. An employee who declines and waives family health insurance coverage as provided above shall be paid Five Thousand Dollars (\$5,000.00) per year in equal monthly amounts during the fiscal year. The buy-out shall be pro-rated in the event the employee resumes health insurance coverage due to a qualifying event during that fiscal year, *e.g.*, loss of health insurance coverage by spouse.

Employees shall not be eligible for the health insurance buy-out under this Section if the New York State Health Insurance Program (“NYSHIP”) adopts regulation(s) which require that the Village must still contribute the health insurance premiums for employees who have opted for the health insurance buy-out.

An employee who elects to receive the buy-out shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Village, be required to provide written notice to the Village that he/she is covered by health insurance under a different plan. An employee who had elected to receive the buy-out and elected to reinstate coverage under the plan provided by the Village is required to provide written notice to the Village on the Request to Resume Health Insurance Coverage Form, to be provided by the Office of the Village Treasurer. The effective date of the employee’s re-establishment of health insurance coverage by the Village shall be at the earliest possible date as provided by the plan. The Village shall notify the plan upon notice by the employee of the Village’s decision to re-establish health insurance coverage through the Village.

10. DENTAL & VISION INSURANCE

Full time employees shall be entitled to individual coverage under a dental plan offered by the Village. The Village shall pay one hundred percent (100%) of the premium or the cost of such insurance.

Full time employees have the option of family dental insurance coverage by contributing ten (10%) of the cost of the premiums to a maximum payment by the employee of One Hundred Twenty Dollars (\$120) per year.

Please bear in mind that limited **vision coverage** is currently available with the dental insurance policy at “no additional cost.” Should that “no additional cost” vision coverage no longer be available with the Village’s current dental insurance plan, the Village is under no obligation to continue vision insurance coverage under another policy.

The Village does not offer or provide any dental or vision insurance coverage to retirees.

11. LIFE INSURANCE

The Village shall provide \$50,000.00 term life insurance for each full-time non-union employee.

12. EFFECT OF THIS POLICY

This Policy does not constitute an employment contract or agreement between the employees covered by this Policy and the Village. The terms and conditions set forth in this Policy are subject to change by resolution of the Board of Trustees of the Village at its sole discretion.

**RESOLUTION SCHEDULING A PUBLIC HEARING TO
AMEND CHAPTER 18 CODE OF ETHICS IN THE VILLAGE CODE**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, September 7, 2021 to amend chapter 18 Code of Ethics in the Village Code.

Chapter 18
Ethics, Code of

§ 18-1 Purpose.

Pursuant to the provisions of § 806 of the General Municipal Law, the Board of Trustees of the Village of Ardsley recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of this chapter to promulgate these rules of ethical conduct for the officers and employees of the Village of Ardsley. These rules shall serve as a guide for official conduct of the officers and employees of the Village of Ardsley. The rules of ethical conduct of this chapter, as adopted, shall not conflict with, but shall be in addition to, any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

Municipal officers and employees may not knowingly acquire, solicit, negotiate for, or accept any interest, employment or other thing of value which would put them in violation of this Code of Ethics.

§ 18-2 Definitions.

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

BENEFIT

Anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers.

BOARD

The governing board of the municipality and any municipal administrative board (e.g. Planning Board, Zoning Board of Appeals), commission, committee or other agency or body comprised of two or more municipal officers, employees or volunteers.

CODE

This Code of Ethics.

INTEREST

A direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or any area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he/she/they, his/her/their spouse, or a member of his/her/their household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

MUNICIPAL OFFICER OR EMPLOYEE

An officer or employee of the Village of Ardsley, whether paid or unpaid, including members of any administrative board, commission, committee or other agency thereof. No person shall be deemed to be a "municipal officer" or "employee" solely by reason of being a volunteer fireman or civil defense volunteer.

MUNICIPALITY

The Village of Ardsley. The word "municipal" refers to the municipality.

RELATIVE

A spouse, parent, stepparent, sibling, stepsibling, sibling's spouse, child, stepchild, uncle, aunt, nephew, niece, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

SENSITIVE POSITIONS

The following positions entail potential conflicts of interested and are deemed to be sensitive positions:

A. Members and board secretaries of the:

1. Zoning Board.
2. Board of Architectural Review.
3. Planning Board.
4. Village Board.

B. Alternate members of the:

1. Board of Architectural Review.

C. Building Inspector.

D. Code Enforcement Officer.

E. Assistant Building Inspector.

F. Village Manager.

G. Confidential Secretary to the Village Manager.

H. Village Clerk.

I. Village Treasurer.

J. Deputy Village Treasurer.

K. Accounts Payable Clerk.

L. Fire Inspector.

M. Fire Chief.

N. Assistant Fire Chiefs.

O. Police Chief.

P. Department of Public Works General Foreman.

Q. Department of Public Works Deputy Foreman.

R. Recreation Supervisor.

S. Village Attorney.

T. Village Justices.

U. Justice Court Clerk.

V. Assistant Court Clerk/Intermediate Clerk.

W. Village Prosecutor.

SUBORDINATE

A subordinate of a Village officer or employee shall mean another Village officer or employee over whose activities he/she/they has direction, supervision or control over, except those who serve in positions that are in the exempt classification under § 41 of the Civil Service Law of the State of New York in the unclassified service under Subdivisions (a) through (f) of the § 35 of that law.

§ 18-3 Applicability

This Code of Ethics applies to the officers and employees of the Village of Ardsley, and shall supersede any prior municipal Code of Ethics. The provisions of this Code of Ethics shall apply in addition to all applicable state and local laws relating to conflicts of interest and ethics including but not limited to, Article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the Village of Ardsley.

§ 18-4 Prohibition on use of municipal position for personal or private gain

No municipal officer or employee shall use his/her/their municipal position or official powers and duties to secure a financial or material benefit for himself/herself/their selves, a relative, or any private organization in which he/they e is deemed to have an interest.

§ 18-5 Disclosure of interest in legislation and other matters.

- A. Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself/herself/their selves, a relative, or any private organization in which he/she/they is deemed to have an interest, the municipal officer or employee shall disclose, in writing, the nature of the interest.
- B. The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
- C. In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the Village Manager. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

§ 18-6 Recusal and abstention.

- A. No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he/she/they knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself/herself/their selves, a relative, or any private organization in which he/she/they is deemed to have an interest.
- B. In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:
 - 1. If the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board.

2. If the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his/her/their deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.
3. If the power or duty is vested in a municipal employee, he/she/they must refer the matter to the Village Manager who shall designate another person to exercise or perform the power or duty.

§ 18-7 Prohibition inapplicable; disclosure, recusal and abstention not required.

This code's prohibition on use of a municipal position (§ 18-4), disclosure requirements (§ 18-5), and requirements relating to recusal and abstention (§ 18-6), shall not apply with respect to the following matters:

- A. Adoption of the municipality's annual budget;
- B. Any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:
 1. All municipal officers or employees;
 2. All residents or taxpayers of the municipality or an area of the municipality; or
 3. The general public
- C. Any matter that does not require the exercise of discretion.
- D. Recusal and abstention shall not be required with respect to any matter:
 1. Which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by § 18-6 of this Code;
 2. Which comes before a municipal officer when the officer would be prohibited from acting by § 18-6 of this Code and the matter cannot be lawfully delegated to another person.

§ 18-8 Investments in conflict with official duties.

- A. No municipal officer or employee may acquire the following investments:
 1. Investments that can be reasonably expected to require more than sporadic recusal and abstention under § 18-6 of this Code; or
- B. Investments that would otherwise impair the person's independence of judgment in the exercise or performance of his/her/their official powers and duties.

C. This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:

1. Real property located within the municipality and used as his/her/their personal residence;
2. Less than 5% of the stock of a publicly traded corporation; or
3. Bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

§ 18-9 Private employment in conflict with official duties.

No municipal officer or employee, during his/her/their tenure as a municipal officer or employee, may engage in any private employment, including the rendering of any business, commercial, professional or other types of services, when the employment:

- A. Can be reasonably expected to require more than sporadic recusal and abstention pursuant to § **18-6** of this Code;
- B. Can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;
- C. Violates § 805-a(1)(c) or (d) of the General Municipal Law; or
- D. Requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

§ 18-10 Future employment.

- A. No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.
- B. No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he/she/they serves.
- C. No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he/she/they personally and substantially participated while serving as a municipal officer or employee.

- D. A municipal officer or employee may not appear or practice before the municipality, except on his/her/their own behalf, or receive compensation for working on any matter before or with the municipality, for a period of one year after the termination of his/her/their municipal service or employment.

§ 18-11 Personal representations and claims permitted.

This Code shall not be construed as prohibiting a municipal officer or employee from:

- 1. Representing himself/herself/their selves, or his/her/their spouse or minor children, before the municipality;
or
- 2. Asserting a claim against the municipality on his/her/their own behalf, or on behalf of his/her/their spouse or minor children.

§ 18-12 Use of municipal resources.

- A. Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.
- B. No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:
 - 1. Any use of municipal resources authorized by law or municipal policy;
 - 2. The use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his/her/their compensation; or
 - 3. The occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
- C. No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for the officer's or employee's transportation, meals or lodging in connection with official travel and only the municipal officer's or employee's expenses shall be included.

§ 18-13 Interests in contracts.

- A. No municipal officer or employee may have an interest in a contract that is prohibited by § 801 of the General Municipal Law.
- B. Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by § 803 of the General Municipal Law.

§ 18-14 Nepotism.

Except as otherwise required by law:

- A. No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.
- B. No municipal officer or employee may directly supervise a relative in the performance of the relative's official powers or duties.
- C. Every municipal officer or employee of a relative seeking employment within any department, section or function of the municipality shall disclose the relationship as provided herein. Such disclosure shall be made in writing to the Village Manager and shall be made at the earliest opportunity following the date upon which such a municipal officer or employee first learns or has knowledge of the application.

§ 18-15 **Political solicitations.**

- A. No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- B. No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

§ 18-16 **Confidential information.**

No municipal officer or employee who acquires confidential information in the course of exercising or performing his/her/their official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his/her/their official powers and duties.

§ 18-17 **Gifts.**

- A. No municipal officer or employee shall solicit, accept or receive a gift in violation of § 805-a (1)(a) of the General Municipal Law as interpreted in this section.
- B. No municipal officer or employee may directly or indirectly solicit any gift.
- C. No municipal officer or employee may accept or receive any gift, or multiple gifts from the same donor, having an annual aggregate value of \$75 or more when:
 - 1. The gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of his/her/their official powers or duties;

2. The gift could reasonably be expected to influence the officer or employee in the exercise or performance of his/her/their official powers or duties; or
 3. The gift is intended as a reward for any official action on the part of the officer or employee.
- D. For purposes of this section, a "gift" includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift's fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. Determination of whether multiple gifts from a single donor exceed \$75 must be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift.
- E. Presumption of influence, reward.
1. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his/her/their official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
 2. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding 12 months.
- F. This section does not prohibit any other gift, including;
1. Gifts made to the municipality;
 2. Gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
 3. Gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
 4. Unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;

5. Awards and plaques which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
6. Meals and refreshments valued at \$15 per event provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

§ 18-18 Posting and distribution.

- A. The Village Manager must promptly cause a copy of this Code, and a copy of any amendment to this Code, to be posted publicly and conspicuously in each building under the municipality's control. The Code must be posted within 10 days following the date on which the Code takes effect. An amendment to the Code must be posted within 10 days following the date on which the amendment takes effect.
- B. The Village Manager must promptly cause a copy of this Code, including any amendments to the Code, to be distributed to every person who is or becomes an officer and employee of the Village of Ardsley.
- C. Every municipal officer or employee who receives a copy of this Code or an amendment to the Code must acknowledge such receipt in writing. Such acknowledgments must be filed with the Village Clerk who must maintain such acknowledgments as a public record.
- D. The failure to post this Code or an amendment to the Code does not affect either the applicability or enforceability of the Code or the amendment. The failure of a municipal officer or employee to receive a copy of this Code of Ethics or an amendment to the Code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the Code or amendment to the Code.

§ 18-19 Enforcement.

- A. Any municipal officer or employee who violates this Code may be censured, fined, suspended or removed from office or employment in the manner provided by law.
- B. A charge for violating a provision of this Code shall be brought by the Village Manager. If the charge is against the Village Manager, such charge shall be brought by the Board of Trustees.
- C. For employees entitled to be disciplined pursuant to the New York Civil Service Law, a charge for violating a provision of the code shall be adjudicated in accordance with the New York Civil Service Law. All other such charges shall be heard by the Village Manager.

§ 18-20 Severability

If any section, subsection, clause, phrase or other portion of this Code of Ethics is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of remaining portions hereof, which other portions shall continue in full force and effect.

§ 18-21 **Effective date.**

This local law shall be effective immediately upon filing with the Secretary of State of the State of New York.

RESOLUTION TO AMEND PROCUREMENT POLICY

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby replaces the procurement policy effective immediately.

PROCUREMENT POLICY

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once the determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000 and public works contracts under \$35,000; emergency purchases; certain municipal hospital purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under Federal, State and County contracts; and surplus and second-hand purchases from another governmental entity.

Purchase requisitions must be completed by the department head prior to a purchase order being issued and before the item is purchased. Normal recurring monthly expenditures do not require a purchase requisition before a purchase order is issued (i.e. insurance premiums, utilities, litigation expenditures, fuel purchases). Purchase orders are required for all other purchases.

The decision that a purchase is not believed to be subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memorandum from the purchaser indicating how the decision as arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memorandum from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2. Unless otherwise authorized by the Village Manager or Village Treasurer in accordance with all applicable laws, all goods and services will be secured by use of written Requests For proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance law; goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3. The following method of purchase will be used when required by this policy in order to achieve highest savings:

<u>Estimated Amount of Purchase Contract</u>	<u>Method</u>
\$0.00 - \$999.00	Department head discretion
\$1,000.00 - \$1,999.00	2 verbal quotations
\$2,000.00 - \$19,999.00	3 written/fax quotations or written Request For Proposals (RFP)
\$20,000.00 and above	Subject to publicly advertised bid or publicly advertised RFP. Must be circulated to a least 3 companies. Contract must be approved by the Board of Trustees.

<u>Estimated Amount of Public Works Contract</u>	<u>Method</u>
\$0.00 - \$999.00	Department head discretion
\$1,000.00 - \$1,999.00	2 verbal quotations
\$2,000.00 - \$34,999.00	3 written/fax quotations or written request for proposals (RFP)
\$35,000.00 and above	Subject to publicly advertised bid or publicly advertised RFP. Must be circulated to a least 3 companies. Contract must be approved by the Board of Trustees.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the good faith attempt made at obtaining the proposals.

4. Documentation is required of each action taken in connection with each procurement.
5. Whenever a contract is awarded to someone other than the lowest responsible offeror, the reasons why the award furthers the purposes of General Municipal Law § 104-b shall be documented as follows:
 - a. Best Value. Notwithstanding anything else contained in this policy, the Village of Ardsley may award purchase contracts and service contracts that have been procured pursuant to competitive bidding under General Municipal Law § 103(1) or otherwise under this policy by either the lowest responsible bidder standard or the best value standard.
 - i. Definition. "Best value" is defined in State Finance Law § 163 as, "the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors." For the purposes of this section, the Village of Ardsley adopts the above definition of "best value" as may be modified from time to time by the State Legislature.

- ii. Applicability. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law. When awarding contracts under the best value standard, the Village of Ardsley must consider the overall combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the Village of Ardsley. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law § 310.
- iii. Approval. Use of the best value standard for the procurement of goods and services requires approval from the Village of Ardsley. The Village Board of Trustees must also approve the factors to be considered when awarding contracts under this standard.

6. Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village of Ardsley to solicit quotations or document the basis for not accepting the lowest bid:

a. Professional service or services requiring special or technical skill, training, or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the Village of Ardsley shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a person relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; services of an architect; technical services of an engineer engaged to prepare plans, maps, and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing, or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety, or welfare of the residents. This section does not preclude alternate proposals if time permits. Emergency purchases will be made by the appropriate department head with documentation as to the nature of the emergency. Whenever practical, depending on the nature of the emergency, approval must first be given by the Village Manager or Village Treasurer.

c. Purchases of surplus and second-hand goods from any source. If alternate proposals were required, the Village of Ardsley would be precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices may be obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.

d. Goods or services under \$1,000.00. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.

e. Cooperative or Piggyback Contracts. General Municipal Law Section 103(16) allows for the procurement of certain goods (including apparatus, materials, equipment and supplies) and services through contracts let by the United States of any agency thereof, any state or any other political subdivision or district therein, if such contract was let in a manner consistent with competitive bidding, and has been made available for use by other governmental entities. The stated purpose is to reduce administrative and product cost, and increase efficiencies. Through cooperative purchasing, or piggybacking, a government subdivision has already investigated and secured the lowest possible price for the municipality.

f. Shared Services or Efficiencies. When participation or procurement will constitute a shared service or efficiency it may be exempt from this policy. Municipalities are encouraged and authorized to share services and work together when possible.

7. The Village Manager and Village Treasurer shall be the municipal officials responsible for providing guidance and making decisions as to the application of this procurement policy and the approval of the manner and type of purchases.

RESOLUTION TO ADOPT THE TRAVEL POLICY

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations;
and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby establishes the travel policy effective immediately.

TRAVEL POLICY

I. Purpose

This policy defines an allowable business expense as a necessary, reasonable, and appropriate expense incurred for valid business purposes of the Village. While such allowable expenses may be eligible for payment, other funding sources may have more restrictions and must be followed. The policy provides criteria for determining allowable and certain unallowable expenses.

This policy also provides substantiation requirements to pay allowable business expenses. In general, this policy ensures appropriate use of Village funds, and complies with Generally Accepted Accounting Principles (GAAP) and state and federal guidelines.

II. Policy

The Village of Ardsley ("Village") recognizes that its employees may be required to travel or incur other expenses from time to time to conduct business. The purpose of this Policy is to provide guidelines and procedures governing the use of Village funds for business travel and other business in compliance with applicable law and regulatory requirements and ensure proper stewardship of public funds. This Policy applies to all Village personnel and it is the responsibility of each employee to familiarize themselves with this Policy and adhere to the Policy when incurring travel and other business expenses on behalf of the Village.

In general, travel should be conducted in the most economical means to accomplish the business of the Village. The Village will pay for reasonable costs of business travel, attendance at business related conferences, seminars, community events and professional events and other reasonable ordinary and necessary business related expenses incurred by Village personnel to advance the Village's interests, provided such expenses are allowable and properly authorized and documented in accordance with this Policy as it may be amended from time to time.

To ensure accountability, safeguard Village funds, employee advances and reimbursements for travel and business expenses must comply with the following:

- Expenses must have a business connection, which means that the employee must have incurred ordinary and necessary expenses while performing services as a Village employee. An "ordinary expense" is one that is common and accepted among municipalities; a "necessary expense" is an expense that is helpful and appropriate and will benefit Village business.
- Expenses must be reasonable and appropriate to the business purpose and incurred for a permissible expense under this Policy. Expenses may not be lavish or extravagant and should be incurred at the lowest cost available or feasible, consistent with good business practices. Receipts and invoices are required that document the nature and amount of the expenditures. Mileage allowance logs/documentated distance estimates from Google Maps, Mapquest or other computer generated directions to and from the off-site location to Village Hall are deemed substantiation rather than actual expenses for operating a personal vehicle.
- Sales tax will NOT be reimbursed so employees must provide the vendor with a copy of the

Tax ID letter from the Village Treasurer's Office to ensure that sales tax is not charged.

Failure to comply with the requirements of this Policy could result in the employee having reimbursement requests denied and/or having reimbursements or advances be taxable to the employee. Depending on the nature of the failure to comply, the employee may also be subject to discipline up to and including dismissal.

These guidelines apply to all Out of Town Travel regardless of the source of funding (Village, grants or other). Any exceptions to this Policy must be approved by the Village Manager and documented as to the business reason for such exception.

III. Procedures

1. **Authorization**

Business travel, including travel for training purposes, must be approved in advance by the Village Manager.

2. **Advances**

Advance purchases of airfares, hotel deposits and conference registration may be made on the Village's credit card administered by the Village Treasurer. Employees may work with the Treasurer's office to make those reservations. Any changes to travel plans impacting the charges made on the Village's credit card must be made in a timely manner so as not to have the Village incur expenses for which there is no travel or other public benefit received.

3. **Claims for Expense Reimbursement**

All claims for reimbursement of business travel expenses must be submitted to the Village Treasurer's Office.

The employee must submit the original copies of the detailed/itemized receipts supporting all expenditures and documentation of the business purpose. Credit card receipts, alone, are not adequate proof of the public funds expenditure.

Any person who submits a claim and who willfully makes a claim which he/she/they does not believe to be true and correct, or is false, will be subject to disciplinary action up to and including dismissal and, if egregious, may also be subject to further charges.

- Each traveler must submit their own reimbursement request for expenses incurred. Employees will not be reimbursed for more than their own expenses and receipts must show expenses that can be identified as the employee expense.
- Expenses incurred for accompanying spouses, companions or family members are considered personal in nature and expenses incurred for or by them will not be reimbursed by the Village.
- Incremental travel costs incurred for personal business during the course of a Village business trip are the responsibility of the employee. Personal expenses incurred during the business trip must be identified.

4. Transportation Guidelines

Airfare: Commercial air travel will be reimbursed at the coach/economy class rates if an alternate public transportation is not available or when the use of airline travel is more economical or practical for conducting Village business.

Airline selections should be based on securing the lowest priced and/or most feasible airfare available at the time of booking. Air travel arrangements should be made as far in advance as possible in order to take advantage of reduced fares. Frequent flyer memberships should not influence employees to select a flight other than the lowest priced flight available.

Charges for handling, storing and checking baggage are permissible expenses. Cancellation fees/penalties require a valid business explanation to be eligible for reimbursement (*e.g. event cancellation, changes or delays in flight connection*). First class travel, fees and upcharges for ticket upgrades and tickets purchased with frequent flyer miles are not reimbursable. Travel insurance will not be reimbursed.

Travel by Rail: Rail travel will be reimbursed at the coach/economy class rates if an alternate public transportation is not available or when the use of rail travel is more economical or practical for conducting Village business. Ticket selection should be based on securing the lowest priced and/or most feasible fare available.

Taxi/Car Service: Business use of taxi/car services is permitted when: (1) traveling overnight for Village business between hotel and airport/station, conference or business meeting/event location, (2) when Village vehicle is not available to attend business meetings/events and public transportation is otherwise unavailable or impractical.

Personal Vehicles: A personal vehicle may be used for business purposes if approved in advance by the Village Manager or in the case of police officers, by the Police Chief.

Claims for mileage reimbursement will be paid in accordance with the mileage allowance authorized by the Internal Revenue Service in effect on the dates of travel. Mileage includes the cost of gasoline and will not be separately reimbursed. Employees must submit a purchase requisition with a copy of Mapquest, Google Maps or other computer generated directions to and from the off-site location to Village Hall.

Parking, Tolls and Related Expenses: Expenses for parking and tolls associated with attendance at an approved conference/event, or when using a personal vehicle and street parking is not available, are permitted. Valet parking is not reimbursable unless the hotel or venue prohibits guests from parking their own vehicle.

Rental Vehicle: Employees traveling overnight on Village business may rent an automobile only when other less expensive or practical means of transportation is not available. Rental vehicles must be approved in advance and only upon showing that the rental is the only or most economical means by which the purpose of the business trip can be accomplished. Employees shall use a low-cost auto rental firm, refill the gas tank

before returning the vehicle and avoid drop-off charges by returning the vehicle to the renting location. Only the cost of a compact model is reimbursable unless 1) unavailability is documented; 2) the vehicle will be used to transport more than two employees; or 3) the cost of a larger vehicle is no more than the rental rate for a compact. Employees should waive all additional insurance when renting autos.

5. Business Meals: Reimbursement for business meals will be made as follows but in no case will reimbursement be made for alcoholic beverages:

Overnight Travel: The Village will reimburse an employee for the reasonable cost incurred for meals while traveling overnight on Village Business. During overnight travel, meals reimbursement begins when the trip commences and ends when the employee arrives home. The reasonable cost of meals may not exceed \$60 per day when attending an approved conference/event involving overnight travel. Employees traveling overnight on Village business are expected to incur no additional costs for meals which are provided as part of a fee for attendance at conferences, workshops and other events.

Conferences and Seminars: When attending an approved conference/event involving overnight travel, the cost of lodging is included in and will need to be paid from the maximum allowable reimbursement established for the employee's attendance at that conference/event. When available, lodging should be selected based on conference recommended hotels or the lowest priced, feasible option in the immediate area of the event. Attending functions related to the conference (i.e. tours, golf tournaments, etc.) are considered personal in nature and will not be reimbursed.

6. Registration Costs

The Village may reimburse employees for attending formal, scheduled meetings, seminars, conferences and events held by recognized organizations in which the Village maintains membership or has an active interest and which are convened to conduct business, provide opportunities for, or further the goals of, established partnerships or impact information on subjects of general interest to the Village.

For conferences/events in which a package of lodging and meals is an integral part of the scheduled activities and the cost of those expenses is included in the conference/event fee paid by the Village, employees may seek reimbursement of other expenses actually incurred in connection with such conference/event provided that such expenses are allowable under this Policy.

7. Internet Fees

Reasonable costs for use of Wi-Fi at hotels or conference venues are permitted if free Wi-Fi is not available for business use.

8. Gratuities

Tips and similar fees related to permissible expenses are permitted within normally acknowledged standards, i.e. 15%-20%.

RESOLUTION TO ADOPT CREDIT CARD POLICY

WHEREAS, Village policies have not recently been updated; and

WHEREAS, updated policies are critical to effective Village operations;
and

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby establishes the credit card policy effective immediately.

CREDIT CARD USE POLICY

A Village credit card for use by approved staff will be kept by the Village Treasurer's Office for limited use for Village business purposes. Department heads needing to use the credit card for Village purposes must request it from the Village Treasurer. The card must be signed out and returned to the Village Treasurer within one business day, or as otherwise directed by the Village Treasurer. The employee must state, in writing, what the credit card is being used for, the name of the vendor and an estimated amount of the purchase. Original receipts of credit card sales and the detailed receipt of the items purchased must be given to the Village Treasurer or Accounts Payable Clerk when the card is returned. Employees will be held personally liable for reimbursement of any charges appearing on the credit card statement which do not have an original charge receipt and which have not otherwise complied with this policy. The Village Manager is permitted to obtain a separate credit card for Village purposes and may allow for certain other department heads to obtain one, as well, at his/her/their discretion and for applicable Village purposes that conform to this use policy.

Employees using the credit card must follow the Village's Procurement Policy and must follow all budgetary guidelines so that sufficient funds are available for any purchase. Lost or stolen credit cards must be reported to the Village Treasurer's Office immediately. The credit card can be used for the purchase of goods, software and other materials that require prepayment through the Internet. The credit card can be used for airfare and hotel room payments for out-of-town conferences authorized by the Village Manager or by the Police Chief, in the case of police officers. While attending a conference or meeting outside the NY Metro area, the only authorized use of the card is to pay the balance of the hotel room charge, fuel costs, meals (see below), program fees, supplies, textbooks or other charges as approved by the Village Manager or Village Treasurer.

Meal expenses may be paid for with the credit card if expenses are related to business travel to conferences out of the NY metro area or at full day meetings and seminars for which meals are not provided as part of the meeting or seminar. The recreation department staff may use the credit card for senior program-related meals at off-site locations and the Village Manager and Village Treasurer may pay for or authorize meal payments associated with on-site or off-site authorized training for Village departments or other authorized events.

Vendors must be notified that the credit card transaction is exempt from New York State sales tax.

Ineligible uses of the credit card include, but are not limited to the following:

- Personal expenses
- Gasoline for personal vehicles
- Cash advances
- Alcoholic beverages
- Vendors with which the Village already has credit cards or accounts
- Vendors who accept purchase orders

Employees who have inappropriately used the credit card will be required to reimburse the Village for all costs associated with such improper use. Violations of the Credit Card Policy will result in no further use of the credit card and possible further action, including disciplinary action up to and including dismissal.

**RESOLUTION AUTHORIZING THE INTERIM VILLAGE MANAGER
TO SIGN AN AGREEMENT WITH
CON EDISON RELATED TO FINAL ROAD RESTORATION**

WHEREAS, the Village of Ardsley has reached an agreement with Con Edison to secure partial funding for the various road improvements required as a result of the Con Edison gas main project; and

WHEREAS, the Village Board of the Village of Ardsley wants to provide for fall restoration of entire roads.

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an agreement with Con Edison dated July 26, 2021 for final road restoration of the below listed streets:

- Eastern Drive
- Grandview Avenue
- King Street
- Mountainview Avenue
- Park Avenue
- Rest Avenue
- Western Drive
- Orlando Avenue
- Fairmont Avenue



July 26, 2021

Charlene Indelicato
Interim Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 10502

Re: Agreement for Final Restoration

Dear Ms. Indelicato:

This letter confirms the agreement between Consolidated Edison Company of New York, Inc. and the Village of Ardsley, NY (the “Municipality”) concerning final restoration of the below listed streets (the “Work Area”) for which Con Edison previously obtained permits and performed utility-related work.

The Municipality agrees to perform all the final restoration of the Work Area necessitated by the utility-related work that Con Edison performed, and Con Edison agrees to reimburse the Municipality 10 days after the final restoration work is completed, as provided in this letter.

The Municipality releases Con Edison from any obligation under any local law, ordinance, permit, or otherwise to perform final pavement restoration in connection with the permits and streets listed above, and all such work shall be performed instead by the Municipality. The Municipality agrees to defend, indemnify, and hold Con Edison harmless from and against any claims of whatever kind or nature arising from or relating to the final pavement restoration of the Work Area to be performed by the Municipality under this agreement. Con Edison relinquishes to the Municipality, and the Municipality hereby accepts, control over the Work Area for the purposes of performing final restoration, which the Municipality will perform with reasonable promptness, but in no event later than September 15, 2021.

Con Edison warrants and represents that control of the Work Area is being transferred to the Municipality with temporary restoration installed in a reasonably safe condition as of the date of this letter. For the next 51 days, or until the Municipality begins the final restoration work, whichever is earlier, Con Edison agrees to make corrective action to any portion of the temporary restoration in the Work Area that has settled if the Municipality notifies Con Edison of any such settlement.

In consideration of the Municipality’s agreement to perform the final restoration of the Work Area, in lieu of Con Edison performing the final restoration, and to the other terms herein, Con

Edison agrees to pay the Municipality a total of Three Hundred Eighteen Thousand and Three-Hundred dollars (\$318,300.00). The Municipality agrees to apply this amount to its costs to perform the final restoration.

Layout #	Street / Address	Cross St	Permit Number
WG19012861	Eastern Dr.	Plainview Ave.	SOP-2020-0048
WG19012862	Eastern Dr.	Grandview & Rest Ave.	SOP-2020-0064
WG19012863	Eastern Dr.	Western Dr. & Dead End	SOP-2020-0057
WG19017177	Eastern Dr.	Summit Ave. & Rest Ave.	SOP-2020-0061
WG19017174	Grandview Ave.	Eastern Dr. & Mountainview Ave.	SOP-2020-0063
WG19012854	King St.	Ashford Ave.	SOP-2021-007
WG19012865	Mountainview Ave.	Eastern Dr. & Wilmoth Ave.	SOP-2020-0053
WG19012855	Park Ave.	Ashford Ave.	SOP-2020-0068
WG19012864	Rest Ave.	Rockridge Rd.	SOP-2020-0060
WG19012859	Western Dr.	Ashford Ave. & Grandview Ave.	SOP-2020-0056
WG19012858	Orlando Ave.	Ashford Ave.	SOP-2020-0059
WG19012860	Western Dr.	Eastern Dr. & Grandview Ave.	SOP-2020-0055
WG20010516	Fairmont Ave.	East of Ashford Ave.	SOP-2020-0072

Please confirm this agreement on behalf of the Village of Ardsley, NY by signing this letter below, and return a signed copy to Con Edison. Signatures transmitted by electronic means will be deemed originals and be binding for all purposes.

Sincerely,

By: _____

James Lucente
Department Manager

Agreed, Acknowledged, and Accepted:

Village of Ardsley, NY

By: _____

Name: Charlene Indelicato
Title: Interim Village Manager

Date: _____

**RESOLUTION SCHEDULING A PUBLIC HEARING TO
DISCUSS CHAPTER 32 OF THE CODE OF THE VILLAGE OF
ARDSLEY “VILLAGE MANAGER CODE PROVISIONS”
ENUMERATING AND CLARIFYING THE DUTIES AND
RESPONSIBILITIES OF THE VILLAGE MANAGER**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, September 20, 2021 to discuss Chapter 32 of the Code of the Village of Ardsley entitled “Village Manager Code Provisions”

Powers and duties.

LOCAL LAW – VILLAGE MANAGER

§ 32-1 History; Office created; Village Manager Term; Removal from office.

§ 32-2 Powers and duties.

§ 32-3 Designation as Budget Officer.

§ 32-4 Chain of Command

§ 32-5 Reservation of power.

§ 32-6 Residency requirements.

§ 32-7 Removal from office

§ 32-8 Vacancy in office

§ 32-9 Conflict with other positions

Village of Ardsley Board of Trustees Agenda- August 2, 2021

§ 32-1 History; Office created; Village Manager; term; removal from office.

The Office of Village Manager was established by public referendum in the Village of Ardsley in 1955. The announced purpose of that action was to provide for the most economical and efficient overall direction, coordination and control of the day-to-day activities and operations of the Village of Ardsley, to provide centralized direction and control of village employees and to formalize staff and advisory functions necessary to accomplish those goals. The purpose of this local law is to enumerate to the extent not specified in the enabling referendum, and by the authority vested in the Board of Trustees without further referendum, the specific powers, authority, duties and responsibilities of the Village Manager. Unless otherwise provided for by resolution of the Board of Trustees, the Village Manager shall serve at the pleasure of such Board

The Village Manager shall be a merit-based appointment by the Mayor and Board of Trustees in recognition of his/her/their executive and administrative qualifications and education.

§ 32-2 Powers and duties.

The administration of Village affairs shall be under the direction of a Village Manager in conformity with the provisions of the Village Law of the State of New York, Article 15-A. The Village Manager shall have and

exercise such other powers and duties as designated by local law of the Board of Trustees, notwithstanding the power and duties specified in this local law, nor reducing those presently exercised, as follows:

A. General duties of Village Manager. --The Village Manager shall be the executive and administrative head of the village government. He/she/they shall see that within the village, the laws of the state and the local laws, rules, and by-laws of the board of trustees are faithfully executed; he/she/they shall attend all meetings of the board of trustees and recommend for adoption such measures as he/she/they shall deem expedient; he/she/they shall make reports to the board of trustees from time to time upon the affairs of the village, keep the Board of Trustees fully advised of the financial condition of the Village and its future financial needs; he/she/they shall prepare and submit to the council, a tentative budget for the next fiscal year.

B. Appointment of Village officers and employees.--Such Village officers and employees as the Board of Trustees shall determine are necessary for the proper administration of the Village, except the Village Clerk, Village Attorney and Village Treasurer and in the County of Westchester, the Chief of Police and members of the Police Department where such a department has been established pursuant to law, shall be appointed by and may be removed by the Village Manager; but the Village Manager shall report each such appointment and removal to the Board of Trustees at the next meeting thereof following any such appointment or removal; the Village Clerk, Village Attorney, Village Treasurer and Chief of Police and members of the Police Department where such a department has been established pursuant to law, shall be appointed and their salary or compensation fixed by the Board of Trustees as provided in the Village Code and the Village Law of the State of New York. The foregoing are further subject to and superseded by any laws or regulations for those agencies specially enacted by the State of New York.

C. Powers and duties of other village officers. —All officers and employees are subject to the rules and regulations adopted by the Board of Trustees and those directed by the Village Manager, including the Village employee handbook, to the extent such rules, regulations and directives are not inconsistent with applicable federal, state and local laws and regulations. All officers and employees, except the Village Clerk, Village Attorney, Village Treasurer and Chief of Police, shall perform such duties as may be required of them by the Village Manager. Certain duties necessary to the proper functioning of the village requested by the Village Manager may also be required of the Village Clerk, Village Attorney, Village Treasurer, and Chief of Police. In the case of the Chief of Police, such requests shall not impede the day to day police operations of the Department.

In addition to the foregoing, the Manager shall have the power and be required to:

-
- 1. Appoint and, when necessary, in the best interests of the Village, suspend or remove any paid employees of the village except as herein otherwise specifically provided, or except as otherwise provided by law or personnel rules and regulations adopted by the Village. Such appointment and removal power shall be subject to the rules of the Civil Service Commission, where applicable, and within the general limitations of the annual budget.

Further, the Village Manager may authorize any administrative officer who is subject to his/her/their direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.

- 2. Recommend to the Mayor and the Board of Trustees adoption of such measures as he/she/they may deem necessary or expedient for the

health, safety or welfare of the community or for the improvement of administrative services.

3. Attend all meetings of the Mayor and Board of Trustees and such other meetings as the Mayor and Board of Trustees shall direct, and he/she/they may take part in the discussion of any matter coming before such boards and commissions. He/she/they shall be given notice of all regular and special meetings of the Mayor and the Board of Trustees.

4. Subject to the limitations of the annual budget, purchase or approve the purchase of materials and equipment, except when advertising for bids is required by law.

5. Under the general supervision of the Mayor and Board of Trustees, supervise the enforcement within the Village of all the laws of the state and the local laws of the Village and the rules, bylaws and resolutions of the Mayor and the Board of Trustees.

6. Investigate the affairs of the Village or any department or division thereof; investigate all complaints in relation to matters concerning the administration of the government of the Village, and see that all franchises, permits and privileges granted by the Village are faithfully observed.

7. Conduct a continued study of all functions and activities of the Village for the purpose of devising ways and means of attaining greater efficiency and economy.

8. Perform such additional duties as shall be assigned to him/her/them by the Mayor and the Board of Trustees.

§ 32-3 Designation as Budget Officer.

In addition to the powers and duties set forth in herein, the Village Manager shall serve as Budget Officer and prepare the budget annually and submit it to the Mayor and Board of Trustees in accordance with the requirements of the applicable laws of the State of New York and be responsible for its proper administration after adoption.

§ 32-4 Chain of command.

Except for the purpose of inquiry, the Mayor and the Board of Trustees and its members shall deal with the administrative services solely through the Village Manager.

§ 32-5 Reservation of power.

Nothing herein contained shall be deemed or construed as abolishing, transferring or curtailing any powers or duties of the Board of Trustees or of the Mayor, the Village Treasurer or Village Clerk, as prescribed by the Village Law or other applicable laws of the state.

§ 32-6 Residency requirements.

The Village Manager need not be a resident of the Village at the time of his/her/their appointment and may live outside of the Village during the term of office with the approval of the Board so long as residency is within the State of New York.

§ 32-7 Removal from office.

The Mayor and Board of Trustees may remove the Village Manager at any time in the manner provided in this section:

By a majority vote of its members, the Board of Trustees shall adopt a preliminary resolution stating the reasons for the removal of the Village Manager. A copy of such resolution shall be delivered promptly to the Manager, either personally or by registered mail, return receipt requested, addressed to the Manager's residence.

1. Within 10 business days following personal delivery or mailing by manner specified above of such resolution, the Manager may serve upon the Mayor, any Trustee or the Village Clerk a notice, in writing, setting forth his reply and requesting a public hearing. Such public hearing shall be held not earlier than 20 days nor later than 30 days after the service

of such request. The Village Clerk shall cause a notice of such public hearing to appear in the official Village newspaper prior to the date of such hearing. Either the Board of Trustees or the Village Manager may request that minutes be taken at such public hearing. At any time after such public hearing, if one is requested, and after full consideration, the Board of Trustees may, by majority vote, adopt a final resolution of removal.

2. If no public hearing is requested, the Mayor and Board may adopt a final resolution of removal any time after 15 days from the date when a copy of the preliminary resolution was delivered to the Village Manager.

3. The Village Manager shall continue to receive his/her/their full salary until the effective date of the final resolution of removal.

§ 32-8 Vacancy in office.

Whenever the Office of Village Manager shall become vacant for any reason whatsoever, all of the powers, duties and responsibilities of the Manager, as set forth in this chapter, shall be exercised by a qualified Interim Village Manager appointed by the Board of Trustees pending the appointment of a qualified permanent successor.

§ 32-9 Conflict with other provisions.

All existing local laws of the Village prescribing the duties of heads of departments shall remain in full force and effect except insofar as they conflict with the provisions of this chapter, in which case the provisions of this chapter shall govern; and all local laws or parts of local laws and all resolutions and parts of resolutions heretofore adopted or passed by the Mayor and the Board of Trustees of this Village conflicting or inconsistent with this chapter, or any part thereof, are hereby annulled or repealed.