



AGENDA

Ardsey Village Board of Trustees

8:00 AM - Monday, February 3, 2020

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

MOMENT OF SILENCE FOR DOROTHY KAUFMAN

MOMENT OF SILENCE FOR JORDAN WACHTELL & ERIC GOLDBERG

SWEARING IN OF DETECTIVE DANIEL TARANTINO TO POLICE SERGEANT

HISTORICAL SOCIETY ANNUAL REPORT-PETER MARCUS

PEDESTRIANS SAFETY SOLUTION PRESENTATION

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1. ANNOUNCEMENT OF EXIT SIGNS

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES:

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3.a January 21, 2020 Village Board Minutes

4. DEPARTMENT REPORTS

4.1. LEGAL

4.2. MANAGER

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4.2.a Village Manager's Report 2/3/2020

4.3. TREASURER

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4.3.a ***Acknowledging Receipt of Report on Uncollected Taxes***

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4.3.b Abstract Report dated February 3, 2020

4.4. BUILDING

No Report

4.5. FIRE

No Report

4.6. POLICE

No Report

4.7. MAYOR’S ANNOUNCEMENTS

4.8. COMMITTEE & BOARD REPORTS

5. VISITORS

6. OLD BUSINESS:

7. NEW BUSINESS:

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7.a Consider a Resolution Promoting Detective Daniel Tarantino to Police Sergeant

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7.b Consider a Resolution to Approve Annual Certification of the Volunteer Fire Fighter Service Award List for 2019

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7.c Consider a Resolution Scheduling a Public Hearing - Tax Override for fiscal year 2020-2021

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7.d Consider a Resolution Authorizing the Village Manager to Sign an Agreement with CivicPlus for the 2020 Annual Licence and Services Agreements

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7.e Consider a Resolution to Adopt the Cyber Security Citizen's Notification Policy

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7.f Consider a Resolution Authorizing the Village Manager to Sign an Amendment to Agreement for Services Between the Village of Ardsley and PACE University

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. ANNOUNCEMENTS

February 4, 2020- Board of Architectural Review Meeting

February 6, 2020-Conservation & Environment

Advisory Committee

February 10, 2020-Planning Board Meeting

**February 12, 2020 -Village Offices Closed-
Abraham Lincoln's Birthday**

**February 17, 2020- Village Offices Closed-
George Washington's Birthday**

**February 18, 2020- Board of Architectural
Review Meeting**

**February 18, 2020- Village Board of Trustees
Meeting**

**February 26, 2020-Zoning Board of Appeals
Meeting**

11. NEXT BOARD MEETING:

TUESDAY, FEBRUARY 18, 2020

**VILLAGE OF ARDSLEY
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 21, 2020**

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

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

SWEARING IN OF POLICE OFFICER-JONATHAN GOLDSTEN

I. ANNOUNCEMENT OF EXIT SIGNS

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES: Regular Meeting – January 6, 2020

Trustee DiJusto: RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of January 6, 2020 as submitted. **Seconded by Trustee D’Emilio and passed 4-0-1 Trustee Yager abstained.**

IV. DEPARTMENT REPORTS:

LEGAL REPORT: Village Attorney Ponzini stated there is nothing to report other than the matters that may have been submitted in memorandum form and stated that he would be available for Executive Session if needed.

MANAGER’S REPORT 1/21/2020

Village Manager, Meredith S. Robson read the following report:

OVERNIGHT PARKING PERMITS: Residents are reminded to renew their overnight parking permits for 2020 with the Police Desk. For applications and information, kindly telephone the Police Desk at 693-1700.

1. **ALARM PERMITS:** Residents are reminded to renew their alarm permits for 2020 with the Village Clerk. Any questions, please contact either the Police Department at 914-693-1700 or the Village Clerk at 914-693-1550.
2. **SCHOOL TAX:** Village residents are reminded that the second installment of the School tax is due by January 31. For those of you who like to pay in person at the last minute, please remember not to bring your payments to Ardsley Village Hall. Bring them directly to Greenburgh Town Hall which is located at 177 Hillside Avenue. Should you have any questions, please telephone the Town Tax Receiver's Office at 989-1550.
3. **2020-2021 BUDGET:** The budget process has begun! I have given the department heads their budget request packets and we are all beginning to work through these and get estimates put together on capital items.
4. **FINANCIAL SOFTWARE IMPLEMENTATION:** As I have previously mentioned, we are in the early stages of implementing our new financial software package. There are a few bumps along the way, as expected, but for the most part it seems to be going fairly well. Patience is a virtue as we go through this change! My thanks to our Village Treasurer, Leslie Tillotson, and our Accounts Payable Clerk, Theresa DelGrosso, who have borne the brunt of the switch and to our department heads and other staff who are working hard to get familiar with the new system.

TREASURER'S REPORT: Village Manager, Meredith S. Robson read the Treasurer's Report for January 21, 2020:

Ms. Robson stated the bills for the past two weeks totaled as follows: From the General Fund: \$174,540.25; from the Capital Fund: \$575.00; Trust & Agency Fund: \$4,399.42.

Trustee Yager: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$174,540.25 from the Capital Fund: \$575.00; Trust & Agency Fund: \$4,399.42. **Seconded by Trustee DiJusto and passed unanimously.**

BUILDING DEPARTMENT REPORT: Mayor Kaboolian stated that the Building Department Report be accepted under submission for December 2019:

- 5 Building permits
- 3 Application fees
- 13 Certificates of Occupancy
- 7 Plumbing permits
- 4 Electrical permits
- 7 Letters of Compliance

Village of Ardsley
Board of Trustees-January 21, 2020

FIRE DEPARTMENT REPORT: Mayor Kaboolian stated that the Fire Department Report be accepted under submission for December 2019:

- 12/7/19 Attended Annual tree lighting ceremony
- 12/11/19 Chief Murray attended Ardsley Schools Safety Committee Meeting
- 12/11/19 Chiefs Lindsay & Murray attended Battalion 14 Holiday Party
- 12/24/19-Members participated in annual Santa ride.
- 12/29/19 Ex-Chief Coulehan attended function at North Massapequa Fire Department with Westchester County Chief's Association.
- 31 Calls for the Month

POLICE DEPARTMENT REPORT:

Police Chief, Anthony Piccolino read the following December 2019 Police Report:

- Court fine and fees - \$36,589.00
- Property Lost or Stolen - \$15,670.00
- Property Recovered - \$0
- Meter collection- \$2,581.15
- Alarm fines & feels \$5,490
- 121 Parking summonses issued
- 16 UTT summonses issued
- 3 Appearance ticket issued
- 3 Arrests
- 255 Blotters

TRAINING

- Total training for the month of December - 64 hours
- The training consisted of SWAT, interrogation techniques and juvenile justice

COMMUNITY POLICING:

- 9 child seat units installed by appointment
- Sponsored holiday cookie decorating event at the Ardsley High School and were assisted by the Ardsley SAYF coalition
- Tony attended juvenile training which was offered from the state juvenile association.
- Participated and assisted with the Ardsley Senior Citizens luncheon at the Ardsley High School.

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- Cosponsored the Holiday Tree Lighting event with the recreation department and purchased gifts for the event.
- Participated in the Ardsley school district security emergency assessment plan meeting.
- Participated in the Ardsley High School criminal justice class presentations and demonstrations from the DA's office, NYSP k-9 & Secret Service.
- Attended the Ardsley Senior Citizens holiday dinner event and purchased gifts for the event.

COMMUNITY INFORMATION:

- Bank fraud continues to be an issue. Please make sure you check your bank statements.
- We have had several reports of phone scams so be mindful of it. Many of these scams are explained on our website. If you have any questions, you can contact the police desk.
- While we haven't experienced any home burglaries in the Village, many jurisdictions around us have. When you leave your house, lock your doors and use your alarm system if you have it. Lock your car doors and report any suspicious activity. The police department does keep a log of homes that are unoccupied such as vacationing residents or snowbirds. If you are one of them and you notify the department, an officer will check on your house while you are away and notify you if we see anything suspicious.
- The Ardsley PBA participated in "No Shave November and December" and raised \$2,000.00. The monies raised were donated to Debra of America. Information can be found at www.debra.org/give. And <https://vimeo.com/148107993>.

MAYOR'S ANNOUNCEMENTS:

Mayor Kaboolian announced the following:

- Submitted our comments on the comprehensive plan PACE.
- Attended the Village Officials meeting in Dobbs Ferry.
- Attended WMOA dinner.
- Attended the Friends of Ardsley Library Fundraiser-Comedy Improv

COMMITTEE & BOARD REPORTS:

TRUSTEE DIJUSTO:

Nothing to report

TRUSTEE YAGER:

- Submitted comments regarding the Comprehensive Plan to PACE.
- Kicked off the marketing firm discussion with Camoin and met with local businesses.
- The Environmental Committee is working with the schools regarding our recycling program including the plastic bag ban campaign.

Village of Ardsley
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TRUSTEE D’EMILIO:

- The Sayf Coalition will be sponsoring a talent show at the Ardsley High School on February 29th at 7:00 p.m.
- Reminded residents that the Library Board meets once a month and the meetings are open to the public and they do have a visitor section.

TRUSTEE EDELSTEIN:

- The Multicultural Committee is sponsoring the Lunar New Year Event this Saturday, January 25th from 2:00 p.m. -4:00 p.m. at the Community Center.
- Will be meeting with Trish Lacy to discuss improvements to the Community Center.

VISITORS:

Armen Boyajian, 486 Ashford Avenue, Ardsley stated that he has taken photos of all the in the Village and North and South of 9A. He will get copies of the photos to the Village Board members and will submit them prior to the next Board Meeting.

V. OLD BUSINESS

VI. NEW BUSINESS

1. Consider a resolution to confirm health benefit eligibility

RESOLUTION TO CONFIRM HEALTH BENEFIT ELIGIBILITY

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby confirms the existing practice of providing health benefit coverage eligibility to full time employees only. **Seconded by Trustee D’Emilio and passed unanimously.**

2. Consider a resolution authorizing the Village Manager to sign an agreement with Suez Water Westchester Inc. for Water Usage Data Sharing & Security

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH SUEZ WATER WESTCHESTER INC. FOR WATER USAGE DATA SHARING & SECURITY

Trustee D’Emilio: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with SUEZ Water Westchester Inc. located at 2525 Palmer Avenue, New Rochelle, New York 10801 for water usage data sharing and security effective January 21, 2020. **Seconded by Trustee Edelstein and passed unanimously.**

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3. Consider a resolution authorizing the Village Manager to sign an agreement with Brown & Weinraub, PLC for Legal Services for the creation of a Village Sewer Fund and finalizing the agreement with Suez Water Westchester, Inc.

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH BROWN & WEINRAUB, PLLC FOR LEGAL SERVICES FOR THE CREATION OF A VILLAGE SEWER FUND AND FINALIZING THE AGREEMENT WITH SUEZ WATER WESTCHESTER INC.

Trustee DiJusto: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement for legal services with Brown & Weinraub, PLLC located at 175 Varick Street, New York, NY 10014 for the creation of a village sewer fund and finalizing the agreement with SUEZ Water Westchester Inc. effective January 21, 2020.
Seconded by Trustee Yager and passed unanimously.

4. Consider a resolution rescheduling Board of Architectural Review Meetings for 2020

RESOLUTION RESCHEDULING BOARD OF ARCHITECTURAL REVIEW MEETINGS FOR 2020

Trustee D’Emilio: RESOLVED, that the Village Board of the Village of Ardsley hereby reschedules the Board of Architectural Review meetings as follows:

February 6th, Thursday
February 20th, Thursday
March 5th, Thursday
March 19th Thursday
April 2nd, Thursday
April 16th Thursday
May 7th, Thursday
May 21th, Thursday

Seconded by Trustee Edelstein and passed unanimously.

VII. CALL FOR EXECUTIVE SESSION. Executive session to discuss personnel matters.

VIII. ANNOUNCEMENTS
January 7, 2020 – Board of Architectural Review Meeting
January 13, 2020 – Planning Board Meeting

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January 20, 2020 – Village Offices closed – Martin Luther King Jr. Day
January 21, 2020 - Board of Architectural Review Meeting
January 21, 2020 – Board of Trustees Meeting

IX. ADJOURNMENT OF MEETING

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby adjourns the regular meeting of Monday, January 21, 2020 at 8:27 p.m. **Seconded by Trustee D’Emilio and passed unanimously.**

X. NEXT VILLAGE BOARD MEETING: Monday, February 3, 2020 at 8:00 p.m.

Respectfully submitted,

Ann Marie Rocco
Village Clerk

Village of Ardsley
Board of Trustees-January 21, 2020

MANAGER'S REPORT 2/3/20

1. **Village Hall Closing:** Village Offices will be closed on Wednesday, February 12th and Monday, February 17th in observance of President Lincoln's and President Washington's Birthdays. All recyclables will be collected on Thursday, February 13th and entire Village refuse collection will be on Tuesday, February 18th. Please refer to the Sanitation Schedule posted on the Village's website at www.ardsleyvillage.com.

*Treasurer's Return of Unpaid
Taxes as of February 3, 2020*

Village of Ardsley

Fiscal Year June 1, 2019 – May 31, 2020

Budget Appropriation	<u>\$11,163,868</u>
Taxes collected by Treasurer through and including January 31, 2020	\$10,886,842
Uncollected taxes as of January 31, 2020	<u>277,026</u>
Total Tax Levy	<u>\$11,163,868</u>

PO #	Item	PO Date	Vendor Name	Description	Amount
ABSTRACT FOR THE VILLAGE BOARD MEETING OF FEBRUARY 3, 2020					
V2000063	1	1/29/2020	Monett Librizzi	security deposit refund 1/11	250.00
V2000064	1	1/29/2020	Val Miele	Rental Deposit Refund	250.00
V2000065	1	1/29/2020	Helaine Mulholland	Security Deposit Refund	250.00
V2000066	1	1/29/2020	PAM MCKENNA	Yoga instructor	200.00
V2000080	1	1/30/2020	PAYLOCITY	payroll fees Jan 2020	804.75
V2000090	1	1/31/2020	ROBERT PONZINI	Monthly retainer Feb 2020	5,833.00
V2000081	1	1/30/2020	CAPITAL MARKETS ADVISORS LLC	2019 annual filing	2,500.00
V2000049	1	1/24/2020	BOND SCHOENECK & KING	legal services thru 12-31-19	6,297.55
V2000070	1	1/30/2020	MC CARTHY & FINGAR	legal services Dec 2019	87.61
V2000072	1	1/30/2020	SMJT CORP DBA	January inv 759	1,121.00
20-00086	1	1/31/2020	NEW YORK STATE THRUWAY AUTHORI	EZ Pass	525.00
V2000068	1	1/29/2020	CON EDISON	acct# 59-0906-2766-1500-6	431.64
V2000069	1	1/29/2020	CON EDISON	acct 59-0906-2766-1500-6	935.68
V2000077	2	1/30/2020	NEW YORK POWER AUTHORITY	December 2019 inv 6100082728	1,296.56
V2000060	1	1/29/2020	MEREDITH ROBSON	Feb 2020 cell reimbursement	79.00
V2000061	1	1/29/2020	OPTIMUM	07869961139024 1/23-2/22	16.80
V2000067	1	1/29/2020	VERIZON WIRELESS	Wireless Acct 785781565-00001	464.67
V2000074	1	1/30/2020	VERIZON	914-693-2101-196 for 1/10-2/9	881.34
V2000078	1	1/30/2020	VERIZON	914-478-3717-855	70.75
20-00098	1	1/31/2020	TOTAL SECURITY SOLUTIONS	Bullet Proof Glass Changes	540.00
V2000092	1	1/31/2020	3D WALLAUER	Joint Compound	6.45
20-00058	1	1/27/2020	METROCOM WIRELESS	Low Band Antenna	105.00
20-00101	1	1/31/2020	WESTCHESTER TOOL RENTALS	Saw Blades	14.20
20-00101	2	1/31/2020	WESTCHESTER TOOL RENTALS	Saw Blades	15.96
20-00051	1	1/23/2020	GABRIELLI TRUCK SALES LTD	Switch	36.28
20-00057	1	1/27/2020	HENDERSON PRODUCTS INC.	Solenoid	102.20
20-00060	1	1/27/2020	GABRIELLI TRUCK SALES LTD	Batteries	159.90
20-00065	1	1/27/2020	TIRE WAREHOUSE INC.	Alignment	125.00
20-00066	1	1/27/2020	SANITATION EQUIPMENT CORP	Backup Camera Monitor	578.59
20-00071	1	1/27/2020	ARGENTO AND SONS INC	Door Hinge invoice 379424	95.00
20-00075	1	1/27/2020	SANITATION EQUIPMENT CORP	Cable	105.95
20-00079	1	1/27/2020	WESTCHESTER WASTE OIL CO.	Waste Oil Retrieval	125.00

20-00089	1	1/31/2020	LONG ISLAND SANITATION EQUIP.	Tailpipe Support	34.54
V2000077	3	1/30/2020	NEW YORK POWER AUTHORITY	December 2019 inv 6100082728	576.06
20-00032	1	1/17/2020	AIRGAS	Gas Cylinder Rental	90.92
20-00033	1	1/17/2020	REDICARE LLC	First Aid Supplies	49.31
20-00063	1	1/27/2020	READERS HARDWARE INC	Kerosene	68.85
V2000091	2	1/31/2020	READERS HARDWARE INC	various purchases	29.99
20-00099	1	1/31/2020	ARDSLEY MOTORS	Vehicle Inspection	37.00
20-00023	1	1/16/2020	CDW GOVERNMENT	Scanner for T DelGrosso	337.66
20-00091	1	1/31/2020	SPECIALTY WARNING SYSTEMS	Equipment for new Tahoe	10,765.00
20-00029	1	1/17/2020	SUNNYSIDE PRINTING	Appearance tickets for discove	270.00
20-00050	1	1/23/2020	BOUND TREE MEDICAL, LLC.	Battery for AED	599.99
20-00062	1	1/27/2020	READERS HARDWARE INC	Assorted Items #926131	-5.39
20-00064	1	1/27/2020	Dave Fisher	Nylon webbing for training	90.00
20-00102	1	1/31/2020	M.B.M. CONCEPTS INC.	Retirement badge Sgt Kanigher	119.50
V2000091	3	1/31/2020	READERS HARDWARE INC	various purchases	8.52
20-00034	1	1/23/2020	PARTS AUTHORITY	Battery Car 92	251.80
20-00059	1	1/27/2020	TIRE WAREHOUSE INC.	Alignment & Balance	89.95
20-00070	1	1/27/2020	DANIEL TARANTINO	Gas for car 93	20.00
V2000062	1	1/29/2020	CRYSTAL ROCK	water #77603101780494	118.87
00009719	1	1/13/2020	TMDE CALIBRATION LABS INC	Diagnostic Services	320.13
20-00081	1	1/30/2020	VERDE ELECTRIC MAINTENANCE	installation of light	19,500.00
20-00061	1	1/27/2020	3D WALLAUER	Bulbs & Gloves 303617 303634	14.27
20-00093	1	1/31/2020	AAA EMERGENCY SUPPLY CO	CAL GAS	225.00
V2000077	5	1/30/2020	NEW YORK POWER AUTHORITY	December 2019 inv 6100082728	1,779.14
V2000079	1	1/30/2020	VERIZON	914-478-3618-068 1/22-2/21	32.62
V2000059	1	1/28/2020	D.P. WOLFF INC	HVAC Annual Maint. inv 19524	378.02
V2000072	3	1/30/2020	SMJT CORP DBA	January inv 759	662.50
20-00088	1	1/31/2020	ELMSFORD FIRE DEPT.	seminar entry	175.00
20-00092	1	1/31/2020	AAA EMERGENCY SUPPLY CO	BAILOUT TRAINING	230.00
20-00030	1	1/17/2020	KIMBALL-MIDWEST	Assorted Snow Plow Parts	47.00
20-00072	1	1/27/2020	RED'S AUTO & TRUCK PARTS	Plow Light Kit	340.10
20-00073	1	1/27/2020	PARTS AUTHORITY	Light Bulbs	3.00
20-00074	1	1/27/2020	RED'S AUTO & TRUCK PARTS	LED Plow Headllight	782.80
V2000093	1	1/31/2020	ARGENTO AND SONS INC	various	204.37

20-00094	1	1/31/2020	ATLANTIC SALT INC	SALT	9,528.09
V2000077	7	1/30/2020	NEW YORK POWER AUTHORITY	December 2019 inv 6100082728	3,746.72
20-00096	1	1/31/2020	ARDSLEY TAXI & LIMO SERVICE LT	Senior Citizen Vouchers	433.50
V2000077	6	1/30/2020	NEW YORK POWER AUTHORITY	December 2019 inv 6100082728	256.09
V2000077	4	1/30/2020	NEW YORK POWER AUTHORITY	December 2019 inv 6100082728	439.33
V2000082	1	1/30/2020	READERS HARDWARE INC	various purchases	70.13
V2000091	1	1/31/2020	READERS HARDWARE INC	various purchases	8.70
V2000072	2	1/30/2020	SMJT CORP DBA	January inv 759	354.00
V2000055	1	1/27/2020	WESTCHESTER COUNTY DEF	tipping fee november 2019	4,898.52
20-00031	1	1/17/2020	LONG ISLAND SANITATION EQUIP.	Mounting Band	44.02
20-00100	1	1/31/2020	LONG ISLAND SANITATION EQUIP.	Muffler Mount	158.75
V2000050	1	1/24/2020	STANDARD INSURANCE COMPANY	February premium	955.50
				General Fund Total	83,444.75

V2000053	1	1/27/2020	MARISSA CALDAROLA	Youth Advocate Expenses	73.40
V2000057	1	1/27/2020	WOODARD & CURRAN INC	Cross Road Building Corp	1,826.00
V2000056	1	1/27/2020	WOODARD & CURRAN INC	Bramblebrook & Shady	347.40
V2000054	1	1/27/2020	WOODARD & CURRAN INC	23 ridge road	763.00
V2000052	1	1/30/2020	UHN KIM	Reimbursement - Luna New Year	154.19
V2000075	1	1/30/2020	Vicky Wang	Luna New Year reimbursement	51.88
V2000076				Trust & Agency Total	3,215.87

				Capital Fund Total	0.00
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**RESOLUTION PROMOTING DETECTIVE DANIEL TARANTINO
TO POLICE SERGEANT**

RESOLVED, that the Village Board of the Village of Ardsley hereby promotes Detective Daniel Tarantino to the position of Police Sergeant, at the annual salary of \$126,907, effective February 3, 2020;

BE IT FURTHER RESOLVED, that in accordance with the civil service rules of the Westchester County Department of Human Resources such appointment is subject to a probationary period of not less than 12 and not more than 52 weeks.

**RESOLUTION TO APPROVE ANNUAL CERTIFICATION OF THE
VOLUNTEER FIRE FIGHTER SERVICE AWARD LIST FOR 2019**

WHEREAS, in 1991 the Village of Ardsley established a Volunteer Fire Fighters Service Award Program, and

WHEREAS, it is the responsibility of a participating volunteer fire company to maintain all required records on forms prescribed by the governing board of the Village of Ardsley, and

WHEREAS, in accordance with General Municipal Law, Article 11-A, Service Award Programs, Section 219-a.2.d, Ardsley Engine Company No. 1 has furnished the Village Board of Trustees a list, certified under oath, identifying those volunteer members who have qualified for credit under the award program for calendar year 2019, and

WHEREAS, the Village Board of Trustees has reviewed the list of Ardsley Engine Company, No. 1

BE IT RESOLVED, that the Village Board of Trustees hereby approves the annual certification of the service award list for 2019 and that the approved list of certified members be returned to Ardsley Engine Company No. 1 and posted for at least 30 days for review by the membership.

RESOLUTION SCHEDULING A PUBLIC HEARING TAX OVERRIDE

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, February 18, 2020 at _____ p.m. to consider a resolution to override the property tax levy for fiscal year 2020-2021.

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Ardsley to adopt a budget for the fiscal year commencing June 1, 2020 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override

The Village Board of Trustees of the Village of Ardsley, County of Westchester, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2020 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

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, or 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 by the Village Clerk.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN
AGREEMENT WITH CIVICPLUS FOR THE 2020 ANNUAL LICENSE AND
SERVICE AGREEMENT**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with CivicPlus, located at 302 South 4th Street, Suite 500, Manhattan, KS 66502 for the 2020 annual license and service agreement effective February 1, 2020.



License and Service Agreement

Date: January 15, 2019

Client: Village of Ardsley, NY

Client Address: 507 Ashford Avenue, Ardsley NY 10502

Phone: 914-693-1550

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on March 3, 2013; and

Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (February 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the



execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.

6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.



15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public



enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

- 23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
- 24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Millard Rose
Title: _____	Title: Divisional Business Leader
Date: _____	Date: _____



CivicPlus Website Services – Exhibit A Annual Services

Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- Up to Three (3) Designated Support Users
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training & Support Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost

\$2,094.75

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

Included in your website package:

Robust Search Functionality Google Analytics for Traffic Statistics E-Subscriber Mail Lists Online Web Forms	Online Monthly User Webinars Social Media Integration No Limit as to the Number of Pages You Can Add Over Time
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**RESOLUTION TO ADOPT THE
CYBER SECURITY CITIZEN’S NOTIFICATION POLICY**

RESOLVED, that the Village Board of the Village of Ardsley hereby adopts the Cyber Security Citizen’s Notification Policy, effective immediately.

VILLAGE OF ARDSLEY

CYBER SECURITY CITIZEN'S NOTIFICATION POLICY

1. **PURPOSE:** This policy is consistent with the State Technology Law, Section 208 as added by Chapters 442 and 491 of the Laws of 2005. This policy requires notification to affected New York residents and non-residents. New York State values the protection of private information of individuals. The Village of Ardsley is required to notify an individual when there has been or is reasonably believed to have been a compromise of the individual's private information in compliance with the Information Security Breach and Notification Act and this policy.

2. **NOTICE REQUIRED:**
 - A. The Village of Ardsley, after consulting with the State's Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) to determine the scope of the breach and restoration measures, must notify an individual when it has been determined that there has been, or is reasonably believed to have been a compromise of the individual's private information through unauthorized disclosure.
 - B. A compromise of private information means the unauthorized acquisition of unencrypted computerized data with private information.
 - C. If encrypted data is compromised along with the corresponding encryption key, the data is considered unencrypted and thus falls under the notification requirements.
 - D. Notification may be delayed if a law enforcement agency determines that the notification impedes a criminal investigation. In such case, notification will be delayed only as long as needed to determine that notification no longer comprises any investigation.

3. **METHOD OF NOTICE:** The Village of Ardsley will notify the affected individual directly by one of the following methods:
 - A. Written notice;
 - B. Electronic notice, provided that the person to whom is required has expressly consented to receiving notice in electronic form and a log of each notification is kept by the Village that notifies affected persons in such form;
 - C. Telephone notification, provided that a log of each notification is kept by the municipality that notifies the affected persons; or
 - D. Substitute notice, if the Village demonstrates to the state Attorney General that the cost of providing notice would exceed \$250,000, that the affected class of persons to be notified exceeds 500,000, or that the municipality does not have sufficient contact information. The following constitute sufficient substitute notice:
 - a. E-mail notice when the Village has an e-mail address for the subject persons;
 - b. Conspicuous posting of the notice on the Village's web site and social media, and
 - c. Notification to major statewide media.

4. **NOTICE TO OTHER AGENCIES:**

A. The Village of Ardsley will notify CSCIC as to the timing, content and distribution of the notices and approximate number of affected persons.

B. The Village of Ardsley must notify the Attorney General and the Consumer Protection Board, whenever notification to a New York resident is necessary, as to the timing, content and distribution of the notices and approximate number of affected persons.

C. When more than 5,000 New York residents must be notified at one time, then the municipality must notify the consumer reporting agencies as to the timing, content and distribution of the notices and the approximate number of affected individuals. This notice, however, will be made without delaying notice to the individuals.

5. **CONTENT OF NOTICE:** Regardless of the method by which notice is provided, the notice must include contact information for the municipality making the notification and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired.

6. **APPLICATION:** This Policy also applies to information maintained on behalf of the municipality by a third party.

7. **DEFINITIONS:**

A. Consumer Reporting Agency: Any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility or interstate commerce for the purpose of preparing or furnishing consumer reports. The state attorney general is responsible for compiling a list of consumer reporting agencies and furnishing the list upon request to the municipality.

B. Data: Any information created, stored (in temporary or permanent form), filed, produced or reproduced, regardless of the form of media. Data may include, but is not limited to personally identifying information, reports, files, folders, memoranda, statements, examinations, transcripts, images, communications, electronic or hard copy.

C. Information: The representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by human or automated means.

D. Personal Information: Any information concerning a natural person which, because of name, number, personal mark or other identifier can be used to identify such natural person.

E. Private Information:

- a. Personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired.

1. Social security number; or
 2. Driver's license number or non-drive identification card number; or
 3. Account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or
 4. Biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as fingerprint, voice print, or retina or iris image, or other unique physical representation or digital representation which are used to authenticate or ascertain the individual's identity.
- b. user name or e-mail address in combination with a password or security question and answer that would permit access to an online account.

"Private Information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

F. Third Party: Any non-municipal employee such as contractor, vendor, consultant, intern, other municipality; etc.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN
AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE VILLAGE
OF ARDSLEY AND PACE UNIVERSITY**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an amendment to the agreement for services between PACE University for its Elisabeth Haub School of Law's Land Use Law Center (PACE) and the Village of Ardsley effective immediately.

**Amendment to Agreement for Services
between the Village of Ardsley and Pace University**

This Amendment (“Amendment”) effective January 30, 2019 (the “Effective Date”), modifies the Agreement for Services (“Agreement”) between **Pace University for its Elisabeth Haub School of Law’s Land Use Law Center (PACE)** (“Contractor”) and **the Village of Ardsley**. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Amendment and the Fee for Service Agreement, this Amendment shall govern.

Whereas, the Parties agree that Contractor will continue to support the completion of the Village of Ardsley.

Now, therefore, pursuant to the terms and conditions of the Agreement and this Amendment, the Parties agrees as follows:

1. Article 1 in the Agreement shall be revised and extended under this Amendment and is hereby amended such that “January 30, 2019” is deleted and replaced with “**September 30, 2020.**”
2. Article 2 in the Agreement shall be revised under this Amendment to include the following duties:
 - a) Perform a full-color redesign of the draft comprehensive plan in InDesign with a magazine quality layout, a custom cover, and four infographics. Includes image acquisition and original branding with custom fonts and colors or working with current branding elements to ensure cohesion with existing materials.
 - b) Public Engagement on the Comprehensive Plan including Project Management, Consultation, Marketing and Update/Modification of Draft Plan through Public Feedback
 - Develop and implement a plan of action to target specific groups of stakeholders and interest groups for their input during public workshops;
 - Consult on the marketing and advertising of the public sessions;
 - Create and administer a survey for post meeting engagement; and
 - Review and synthesize information collected at all sessions and incorporate the public’s feedback into the draft plan.
 - Design and facilitate one 2-hour educational session and one 1-hour stakeholder meeting, including presentation regarding the goals, objectives, and strategies of the Village’s draft Plan. The public would provide input regarding the strategies. The Village will provide the printing and reproducing of marketing materials, maps and posters and will provide assistance with all electronic advertising. The Village will also be responsible for all refreshment costs in relation to public meetings.
3. Article 3 in the Agreement shall be revised under this Amendment to include the following fees and expenses change of \$20,000 to **\$40,000**.

4. **Counterparts:** This Amendment may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

In witness whereof, the parties have caused this Amendment to be executed as a document under seal as of the Effective Date.

Pace University

Village of Ardsley

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____