



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, October 4, 2021

Zoom Platform

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

The meeting is being conducted in accordance with Legislation (S.50001/A.40001). As such, the meeting will be held virtually via videoconference using the ZOOM platform, and able to be seen live on Channel 75 (Cable), or Channel 32/35 (Verizon). Members of the Village Board of Trustees and Village Officers and staff participating in the meeting will be participating remotely through videoconference. Furthermore, there will be no public participation in-person; however, all public comments will be heard via email at ardsley@ardsleyvillage.com

The following is the Zoom invitation to join remotely:

<https://us02web.zoom.us/j/82578779142?pwd=SVoxbWxpRkJSZmZhUCsrdXJjY3dVQT09>

Meeting ID: 825 7877 9142

Passcode: 045948

One tap mobile

+13017158592,,82578779142# US

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 825 7877 9142

Find your local number: <https://us02web.zoom.us/u/kpgLFhc1P>

Page

1. PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Public Hearing to Discuss the Proposed Permit to convert the Vacant Commercial Space at 466 Ashford Avenue into a Nail Salon

4 - 5

INFORMAL PRESENTATION 774 SAW MILL RIVER ROAD LLC.

Proposed New Residential Building

6 - 16

2. APPROVAL OF MINUTES:

17 - 36

2.a Regular Meeting Minutes September 20, 2021

3. DEPARTMENT REPORTS

3.1. LEGAL

3.2. INTERIM VILLAGE MANAGER

3.3. TREASURER

37 - 40

3.3.a Abstract Report -October 4, 2021

3.4. BUILDING

No Building Department Report

3.5. FIRE

No Fire Department Report

3.6. POLICE

No Police Department Report

3.7. MAYOR'S ANNOUNCEMENTS

3.8. COMMITTEE & BOARD REPORTS

4. VISITORS

5. OLD BUSINESS:

41 - 42

5.a Consider a Resolution Granting Permission to Convert the the Vacant Commercial Space at 466 Ashford Avenue into a Nail Salon

6. NEW BUSINESS:

43 - 46

6.a Consider a resolution to authorize the Interim Village Manager to execute Amendment No. 1 to the Urban County

47 - 52

Agreement with the Westchester County
Planning Department

- 6.b Consider a Resolution to Authorize the Village Manager to Sign an Agreement Between the Village of Ardsley and Rina Schunk-Independent Social Media/Marketing Consultant for Social Media/Marketing Services

53 - 55

- 6.c Consider a Resolution to Schedule a Public Hearing to Discuss Chapter 33 of the Code of the Village of Ardsley "Residency Requirements"

7. CALL FOR EXECUTIVE SESSION

8. ADJOURNMENT OF MEETING

9. ANNOUNCEMENTS

- October 5th, 2021 8:00 p.m. Board of Architectural Review
- October 7th, 2021 8:00 p.m. CEAC Task Force Meeting
- October 10th, 2021 2:00 p.m. 125th Anniversary Celebration
- October 11th, 2021 Village Offices Closed
- October 12th, 2021 5:00 p.m. Recreation Commission Meeting
- October 12th, 2021 7:30 p.m. Multicultural, Diversity & Inclusion Committee Meeting
- October 12th, 2021 8:00 p.m. Planning Board Meeting

10. NEXT BOARD WORKSESSION

October 13th, 2021

11. NEXT BOARD MEETING:

October 18, 2021

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, October 4, 2021 at 8:00 p.m. or soon thereafter to discuss the proposed permit to convert the vacant commercial space at 466 Ashford Avenue into a nail salon.

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

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/82578779142?pwd=SVoxbWxpRkJKGSmZhUCsrdXJjY3dVQT09>

Meeting ID: 825 7877 9142

Passcode: 045948

One tap mobile

+13017158592,,82578779142#

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 825 7877 9142

Find your local number: <https://us02web.zoom.us/u/kpgLFhc1P>

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

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


Ann Marie Rocco

Village Clerk

Dated: September 21, 2021

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: September 28, 2021

RE: Mary Lee Nail Salon, 466 Ashford Avenue

As you know, Patricio Hidrovo Coronel of Mary Lee Nail Salon applied for a permit to convert the vacant commercial space at 466 Ashford Avenue into a nail salon. This is a permitted use in the B-1 Business District and VB approval is required for this project pursuant to §200-65A of the Village Code. The last tenant in this space was a hair salon.

The VB had previously determined that all of the businesses in Addyman Square are “grandfathered” for parking requirements for retail and business office uses so parking is not an issue. However, the VB does require the employees of these stores to obtain parking permits.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The employees shall obtain parking permits from the village.
6. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
7. Any conditions the VB deems appropriate.
8. Any conditions the Village Attorney or Village Manager deem appropriate.

Let me know if you need any additional information.

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: September 27, 2021

RE: 774 Saw Mill River Road

David A. Barbuti, RA applied for a permit on behalf of his client 774 Saw Mill River Road LLC to demolish the existing three story, three family building and detached garage which are located on the above referenced property and to construct a new three story multiple dwelling with nine apartments in their place.

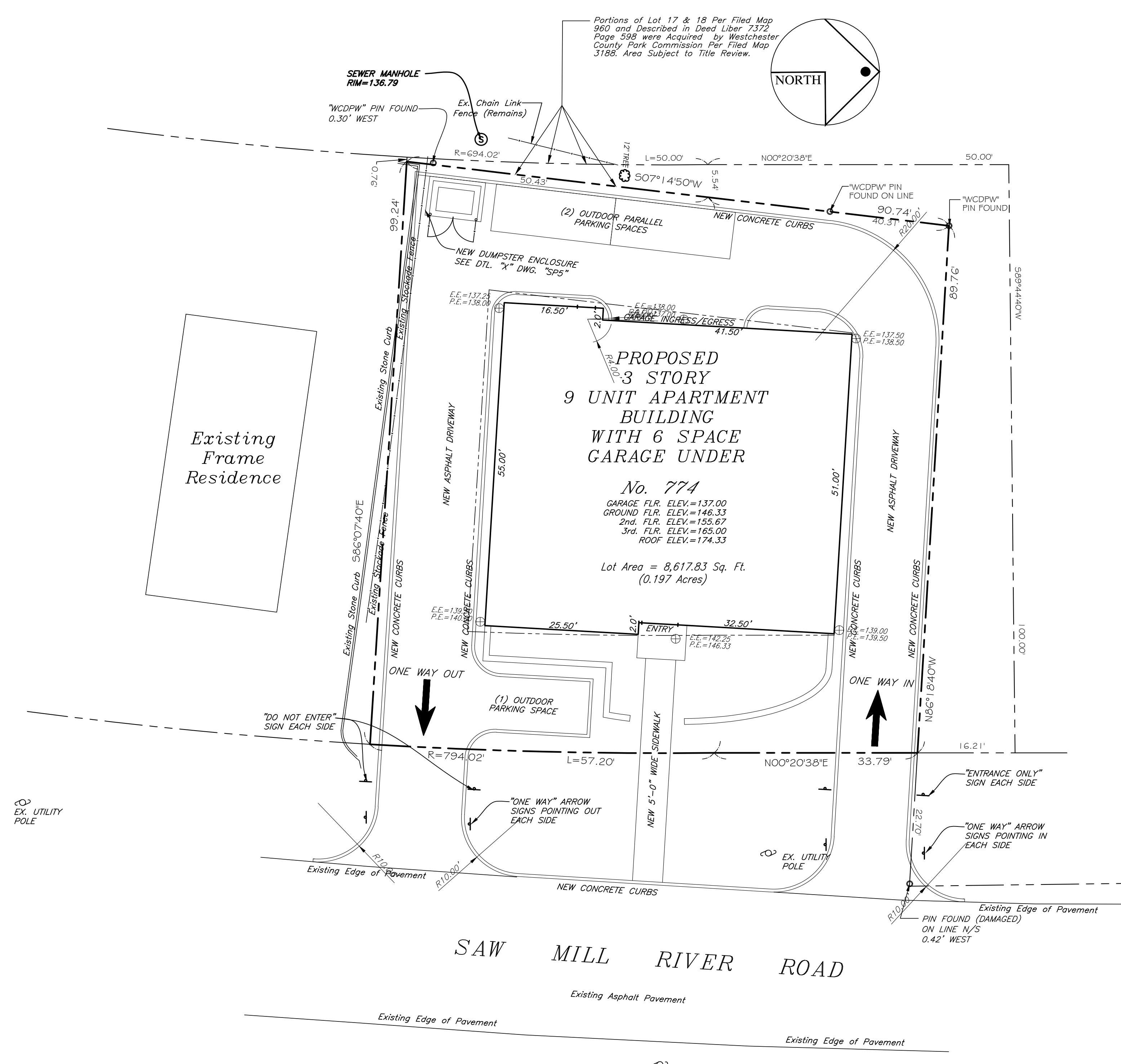
The VB will be Lead Agency for this project. In addition to site plan review, several variances will be required including the expansion of the non-conforming use and area variances for building height and building coverage. While several variances are required, the project appears to be in line with the provisions of the newly adopted comprehensive plan and the anticipated zoning code amendments.

Mr. Barbuti will be making a brief informal presentation to introduce the application to the VB. The VB will not take any action except as follows:

1. Direct the applicant to place \$10,000.00 into an escrow account which will be used to pay the village's consultants, The account must be replenished back to \$10,000.00 once the balance drops below \$2,500.00
2. Direct David Smith to review the application, to prepare a memo outlining the approval process, and to draft any resolutions required to begin this process (ex: notice of intent, etc.)
3. Refer the application to Kevin Dwarka and the Pace Land Use Law Center for review and comment with relation to the comprehensive plan.

Let me know if you need any additional information.

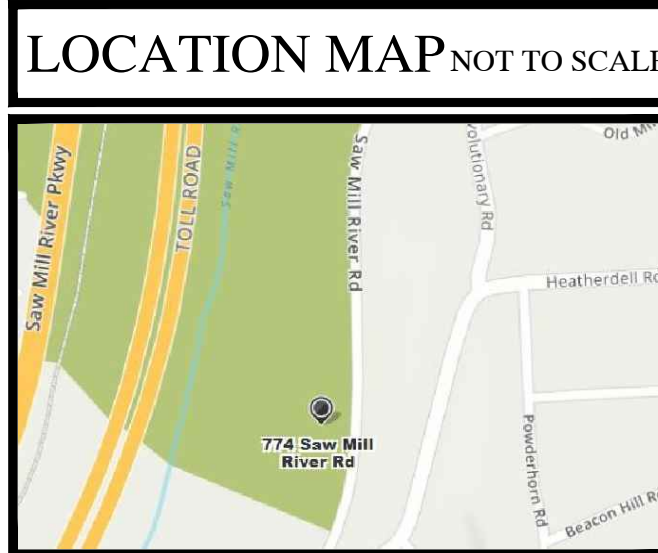
Files: VILLAGE BOARD/smrr774 09-27-21



SITE PLAN
SCALE: 1" = 10'-0"

PROPOSED 774 NEW 9 UNIT APARTMENT BUILDING FOR: SAW MILL RIVER ROAD L.L.C.
774 SAW MILL RIVER ROAD, ARDSLEY, NEW YORK

LIST OF DRAWINGS	
DWG. No.	DRAWING NAME
SP1	SITE PLAN
A1	GARAGE FLOOR PLAN
A2	GROUND FLOOR PLAN
A3	TYPICAL 2nd AND 3rd FLOOR PLAN
A4	FRONT ELEVATION
A5	RIGHT SIDE ELEVATION
A6	REAR ELEVATION
A7	LEFT SIDE ELEVATION



CERTIFICATION

ALL EXISTING INFORMATION ON THIS SITE PLAN WAS TAKEN FROM A SURVEY PREPARED BY:

TC MERRITS LAND SURVEYORS
394 BEDFORD ROAD
PLEASANTVILLE, NY 10570
914-769-8003

TITLED: TOPOGRAPHY OF PROPERTY PREPARED FOR 774 SAW MILL RIVER ROAD, LLC SITUATED IN THE VILLAGE OF ARDSLEY, TOWN OF GREENBURGH WESTCHESTER COUNTY, NEW YORK.

SURVEYED: JANUARY 8, 2019
MAP PREPARED: JANUARY 16, 2019

LOT AREA: 8,617.83 SQ. FT.
TAX SECTION/BLOCK/LOT: 6.50-18-29

ARCHITECT IS NOT RESPONSIBLE FOR ACCURACY OF EXISTING CONDITIONS

ZONING SCHEDULE

VILLAGE OF ARDSLEY
ZONING DISTRICT: R0
USE CLASSIFICATION: PER R3 DISTRICT

ITEM	REQUIRED/ALLOWED	EXISTING	PROPOSED
MINIMUM LOT AREA (SQ. FT.)	7,500 S.F.		8,617.83 S.F.
MINIMUM LOT WIDTH (FEET)	N/A		N/A
MAXIMUM BUILDING COVERAGE (PERCENT)	28%		35.3%
MINIMUM FRONT YARD SETBACK (FEET)	20 FT.		20 FT.
MIN. SIDE YARD SETBACK (ONE SIDE) (FT)	15 FT.		15 FT.
MINIMUM TOTAL SIDE YARD (FEET)	30 FT.		30 FT.
MINIMUM REAR YARD SETBACK (FEET)	20 FT.		20 FT.
MAXIMUM F.A.R.	N/A		N/A
MAX. BUILDING HT. STORIES/FEET	2 STORIES/ 30 FEET		2 STORIES/ 30 FEET

PARKING CALCULATIONS

PARKING TABULATIONS	REQUIRED	PROVIDED
MULTIPLE DWELLING UNITS: (6) 1 BEDROOM (3) 2 BEDROOM		
TOTAL PARKING SPACES		9 PARKING SPACES

VARIANCES REQUESTED FROM VILLAGE OF ARDSLEY ZONING CODE:

- SECTION 200.23 "HEIGHT" IN FEET/STORIES: 30 FEET MAX./ 2 STORIES PERMITTED; 34.33 FEET/4 STORIES PROPOSED/REQUESTED (SEE AVERAGE GRADE CALCULATION)
- INCREASE TO NON-CONFORMING USE

NEW STRUCTURE STAKEOUT NOTES:

- THE CONTRACTOR SHALL RETAIN THE SERVICES OF A NYS LICENSED LAND SURVEYING FIRM WHICH PROVIDED THE PROPERTY SURVEY FOR WHICH THIS SURVEY IS BASED TO PROVIDE THE FOLLOWING SERVICES:
- INITIAL BUILDING STAKEOUT WITH OFFSETS AND ESTABLISH A ELEVATION DATUM.
- A FOUNDATION SURVEY ONCE THE FOUNDATION IS COMPLETED, FOUNDATION SURVEY SHALL INCLUDE OFFSET DIMENSIONS FROM FOUNDATION CORNERS TO PROPERTY LINES, TOP OF FOUNDATION WALL ELEVATION, CORNER SPOT GRADES OF EXISTING GRADES. FOUNDATION SURVEY SHALL BE SUBMITTED TO BUILDING DEPT. FOR APPROVAL PRIOR TO CONTINUING WORK.
- FINAL AS-BUILT SURVEY SHOWING ALL SITE IMPROVEMENTS ONCE CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL SUBMIT FINAL SURVEY TO THE BUILDING DEPARTMENT FOR APPROVAL TO OBTAIN CERTIFICATE OF OCCUPANCY.
- COPIES OF THE FOUNDATION AND FINAL SURVEYS SHALL BE PROVIDED TO THE OWNER AND ARCHITECT FOR THEIR RECORDS.
- SURVEYOR FEES SHALL BE PAID FOR DIRECTLY BY THE OWNER.

AVERAGE GRADE CALCULATION

A	140.00	±	146.33	=	286.33	2	=	143.17	X	25.50	=	3,650.75
B	146.33	±		=		2	=	146.33	X	10.00	=	1,463.33
C	146.33	±	139.50	=	285.83	2	=	142.92	X	22.50	=	3,215.58
D	139.50	±	138.00	=	277.50	2	=	138.75	X	51.00	=	7,076.25
E	138.00	±		=		2	=		X	58.00	=	8,004.00
F	138.00	±	140.00	=	278.00	2	=	139.00	X	55.00	=	7,645.00
TOTALS										222.00		31,054.92

31,054.92 / 222.00' = 139.89 (AVERAGE GRADE AROUND HOUSES)
FIRST FLOOR ELEVATION = 146.33 ROOF ELEVATION = 174.33
146.33 - 139.89 = 6.44' - 6.44' IS GREATER THAN 6.0' THEREFORE GARAGE LEVEL FLOOR IS CONSIDERED A STORY.
PROPOSED BUILDING HEIGHT: 174.33 - 139.89 = 34.44'
MAX. HEIGHT PERMITTED: 30.00' (VARIANCE REQUIRED)

SHEET No.
SP1

REVISIONS

NO.	DATE	DESCRIPTION

DWGS ISSUED

NO.	DATE	DESCRIPTION

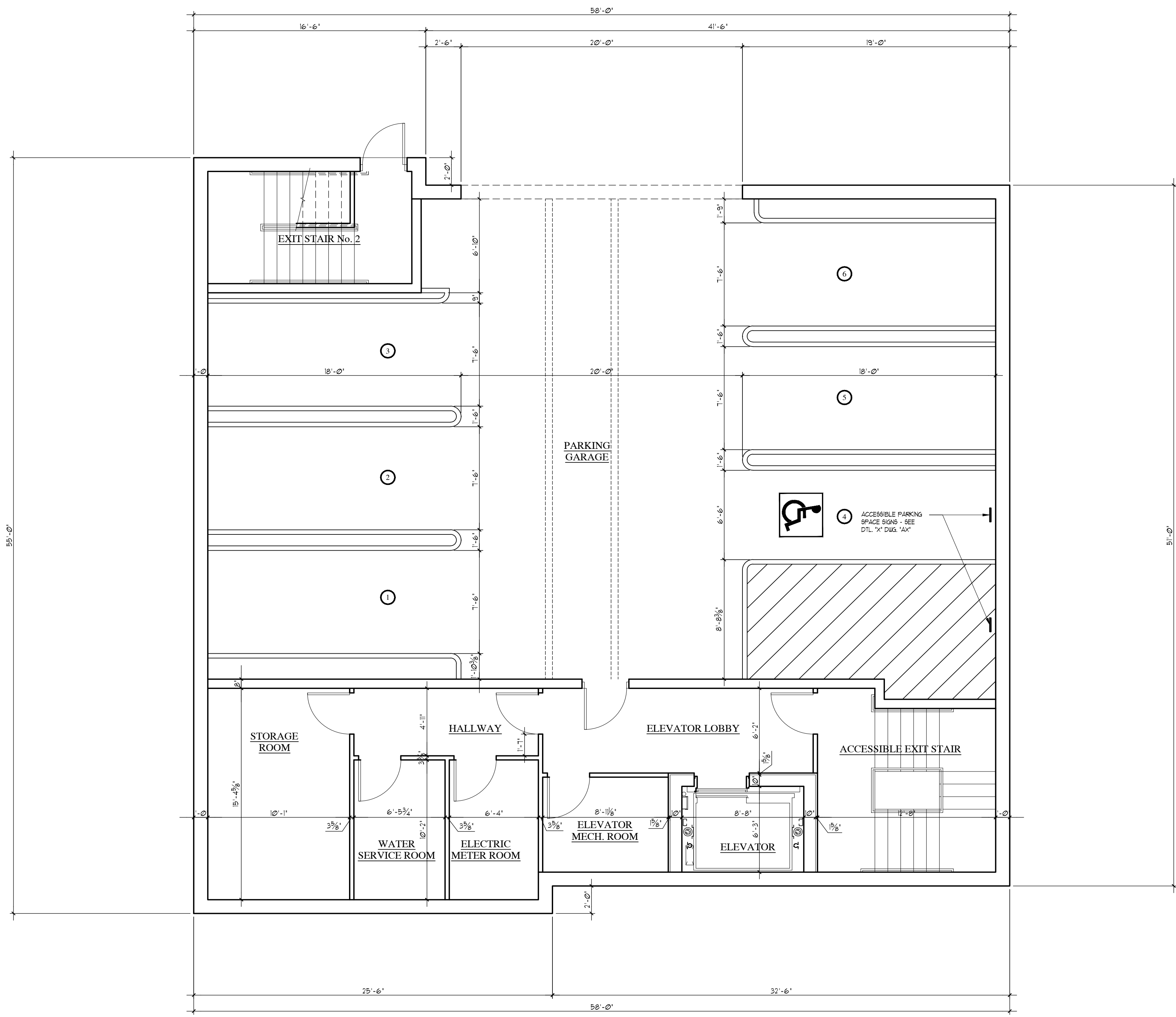
PROFESSIONAL SERVICE ARE AND PROFESSIONAL SEAL ARE REQUIRED FOR ANY REPRODUCTION OR USE IN WHOLE OR IN PART WITH THE WRITTEN CONSENT OF DAVID A. BARBUTI, ARCHITECT, PC.

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

DWG. TITLE:
SITE PLAN AND SCHEDULES

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

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



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

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

SHEET No.
A1

REV.	BY	DATE	DESCRIPTION

REVISIONS

NO.	DATE	DESCRIPTION
1	08-09-20	RELEASED TO SUBMIT TO PLANNING BOARD
2	08-09-20	RELEASED TO SUBMIT TO BOARD

DWGS ISSUED

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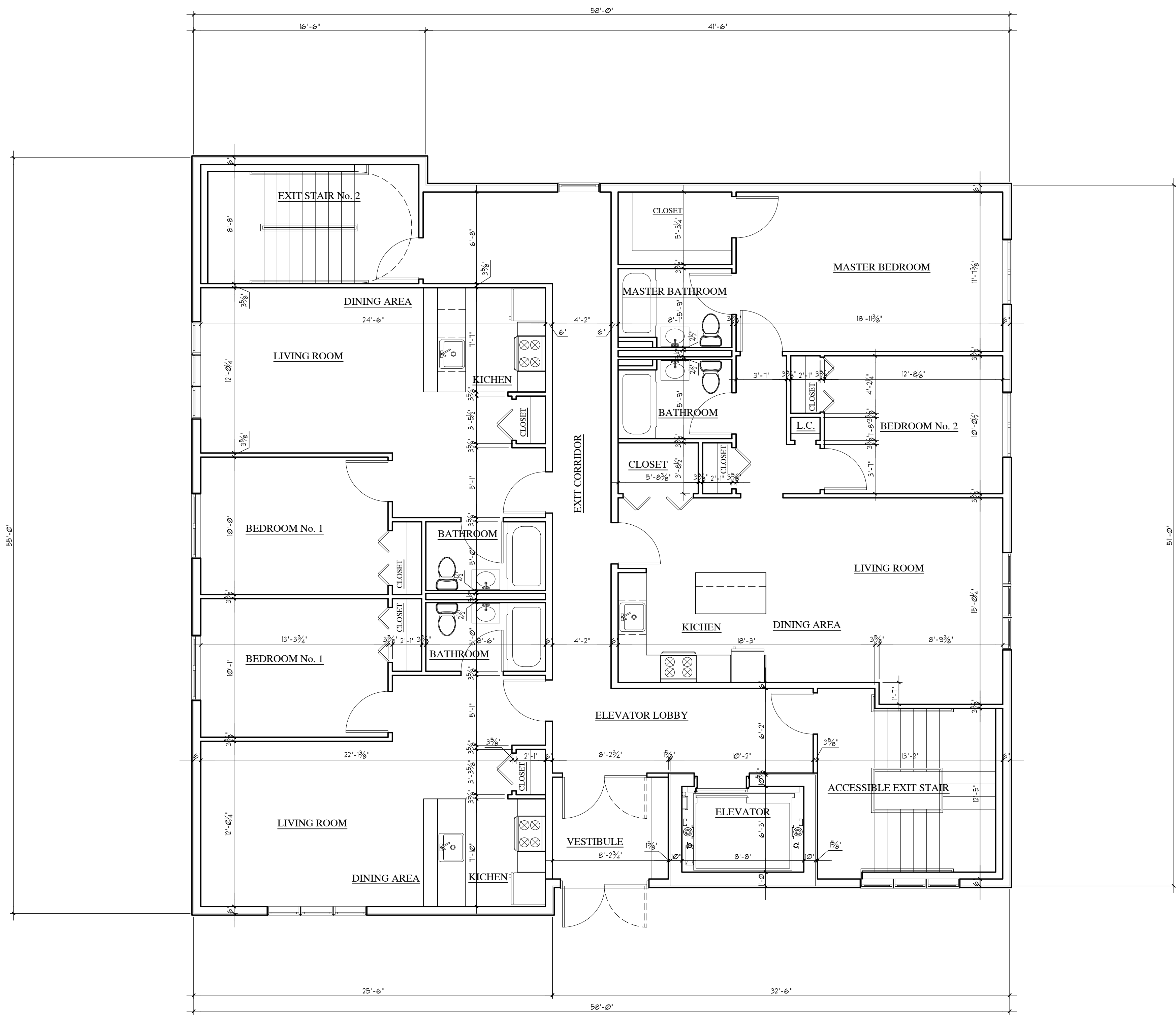
PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD ARDSLEY, NEW YORK

DWG. TITLE:
GARAGE FLOOR PLAN

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

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

Architect's Seal



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

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

SHEET No.
A2

REV.	BY	DATE	DESCRIPTION

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

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

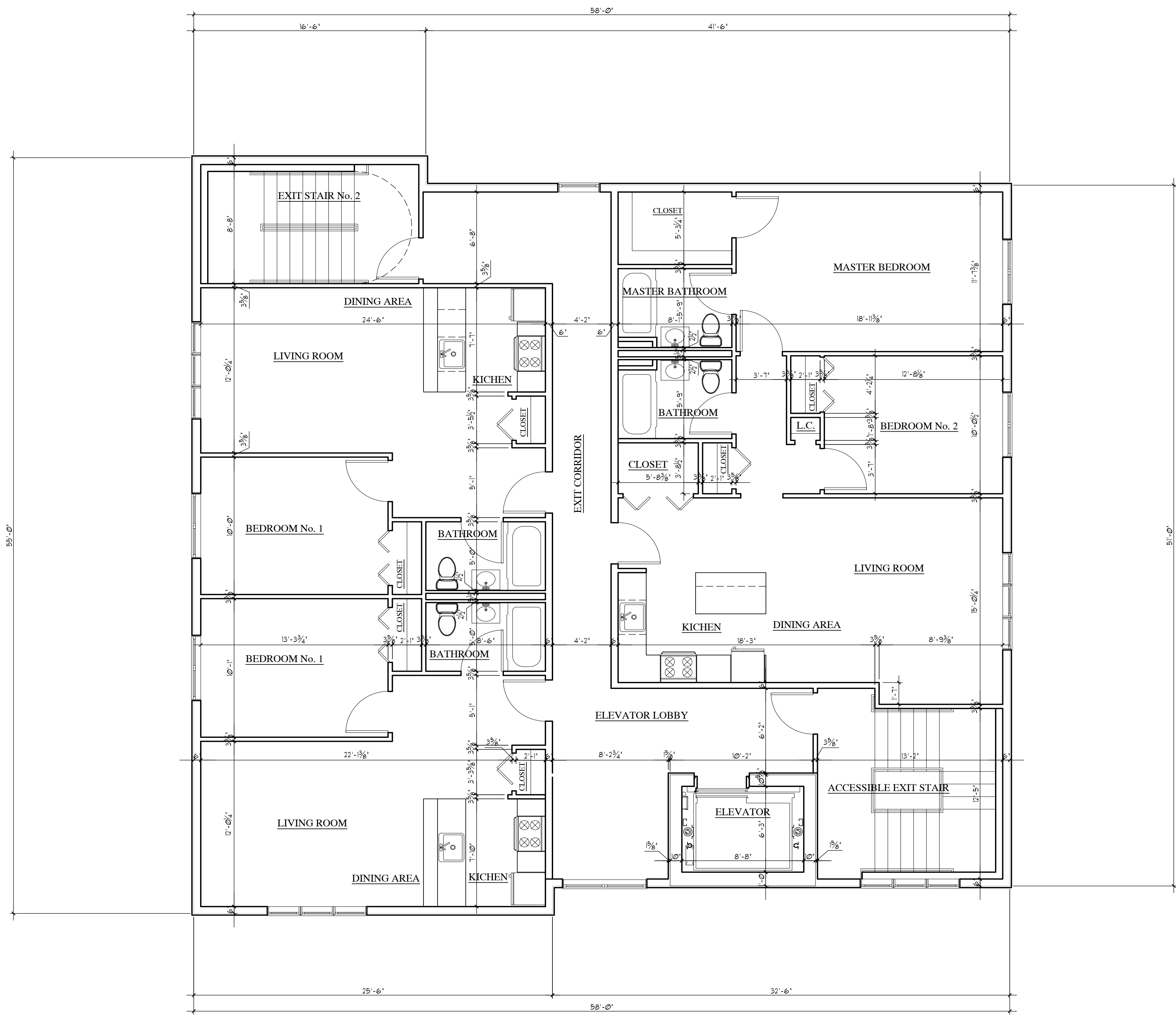
David A. Barbuti Architect, PC
150 White Plains Road
Suite 103
Tarrytown, NY 10591
Tel : 914-909-5143
Fax : 914-909-5144

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

REVISIONS

DWGS ISSUED

GROUND FLOOR PLAN



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

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

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

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

DRAWN BY: C.R.P.
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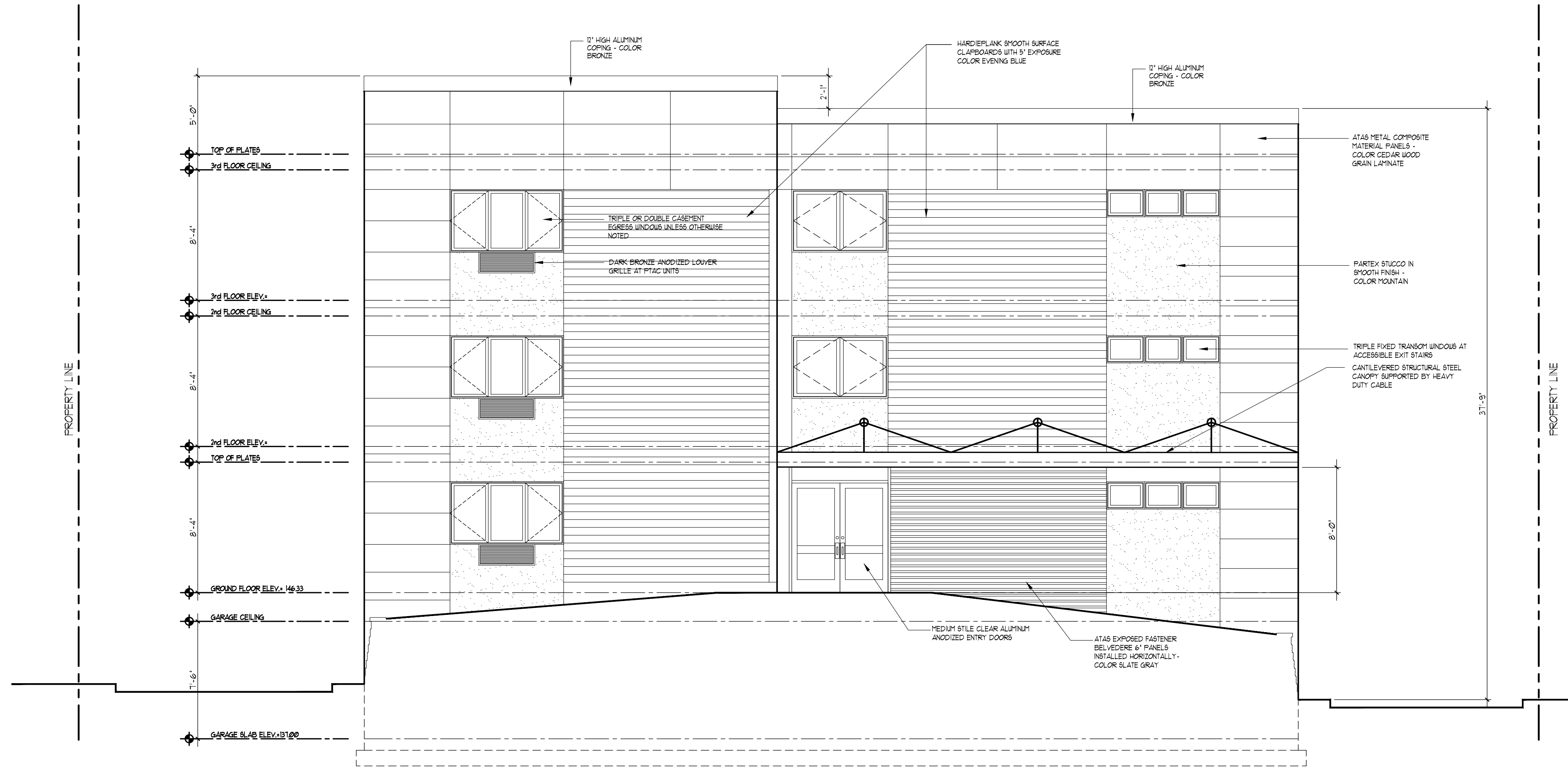
SHEET No.
A3

REV.	BY	DATE	DESCRIPTION

DWG'S ISSUED

08-09-20 RELEASED TO SUBMIT TO PLANNING BOARD
 05-07-20 RELEASED TO SUBMIT TO BOARD
 04-07-20 RELEASED TO SUBMIT TO BOARD

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FRONT ELEVATION

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

SHEET No.
A4

REV. NO.	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION

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

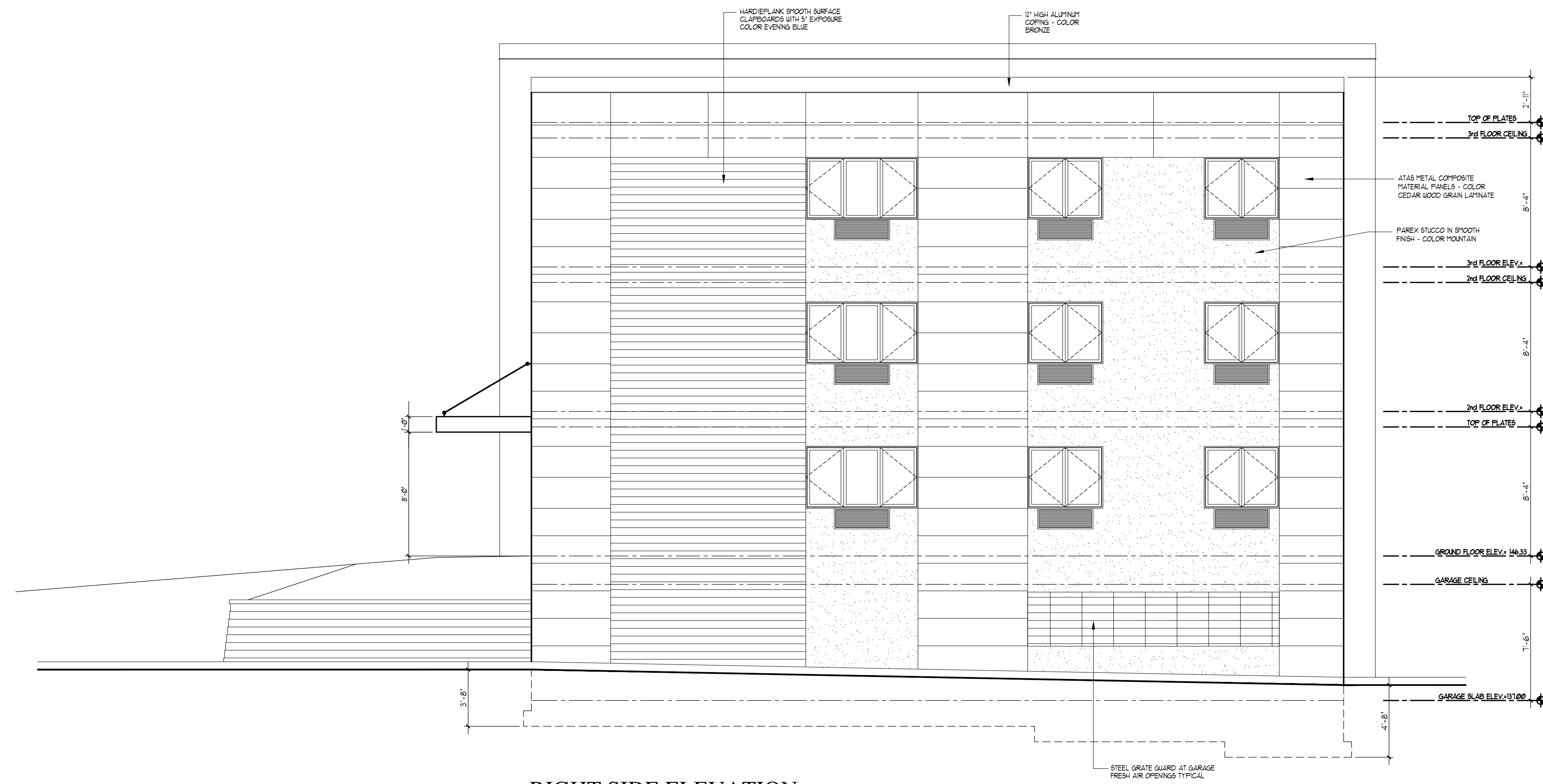
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DRAWN BY: C.R.P.
CHECKED BY:
SCALE: AS NOTED
PROJECT NO.: 200103
START DATE: 01-06-20

Architect's Seal

REVISIONS

DWGS ISSUED



RIGHT SIDE ELEVATION

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

SHEET No.
A5

REV.	BY	DATE	DESCRIPTION
REVISIONS			

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

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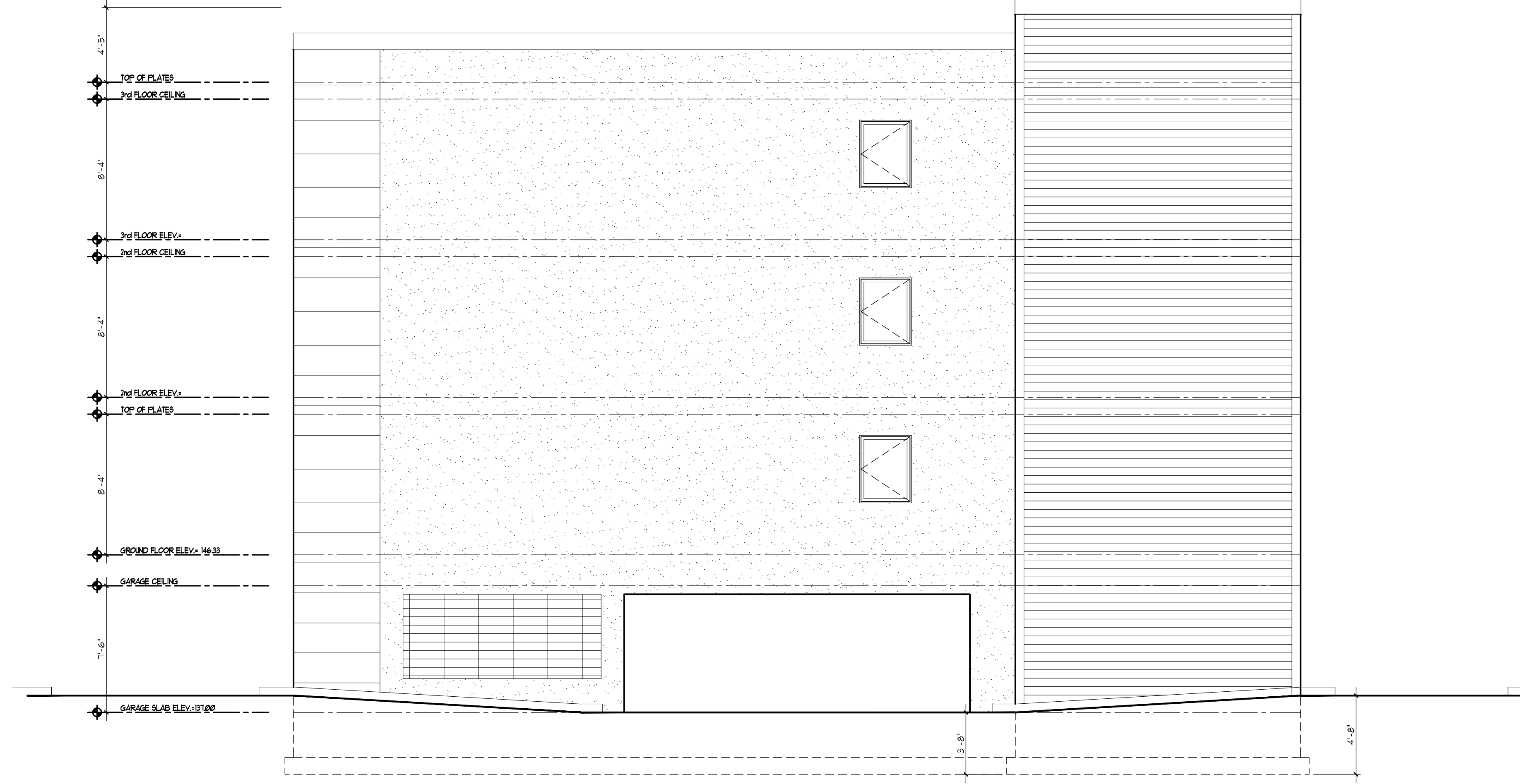
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PROJECT NAME:
PROPOSED NEW 9 UNIT APARTMENT BUILDING FOR:
774 SAW MILL RIVER ROAD LLC
774 SAW MILL RIVER ROAD
ARDSLEY, NEW YORK

DWG. TITLE:
RIGHT SIDE ELEVATION

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

Architect's Seal	DRAWN BY: C.R.P. CHECKED BY: SCALE: AS NOTED PROJECT NO.: 200103 START DATE: 01-06-20
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REAR ELEVATION
SCALE: 1/4" = 1'-0"

SHEET No.
A6

REV	BY	DATE	DESCRIPTION
REVISIONS			

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

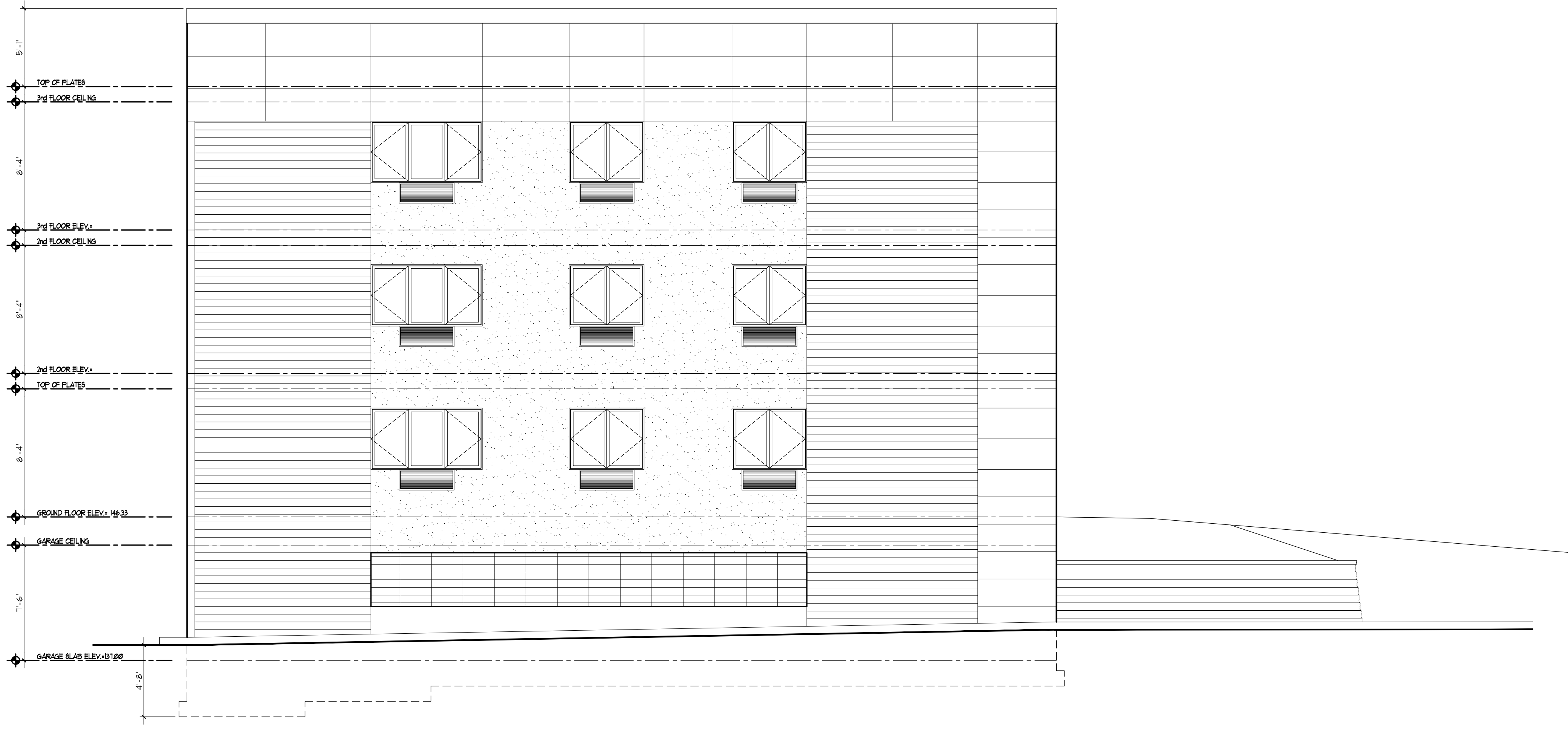
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Architect's Seal	DRAWN BY: C.R.P. CHECKED BY: SCALE: AS NOTED PROJECT NO.: 200103 START DATE: 01-06-20
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LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

SHEET No.
A7

REV.	BY	DATE	DESCRIPTION
REVISIONS			

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

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774 SAW MILL RIVER ROAD LLC
774 SAW MILL RIVER ROAD
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DRAWN BY: C.R.P.
CHECKED BY:
SCALE: AS NOTED
PROJECT NO.: 200103
START DATE: 01-06-20

Architect's Seal







MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, September 20, 2021

507 Ashford Avenue

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

Absent:

1. PLEDGE OF ALLEGIANCE Mayor Kaboolian called to order the Regular Meeting at 8:00 p.m.

Mayor Kaboolian asked for a Moment of Silence for Deputy Mayor/Trustee DiJusto's brother Patrick DiJusto. Our condolences go out to the DiJusto family.

2. ANNOUNCEMENT OF EXIT SIGNS

SPECIAL PRESENTATION Pace Land Use Law Center & Kevin Dwarka- Overview of the March 2021 Comprehensive Plan Implementation Program

1. Jessica Basher Executive Director of the Land Use Law Center provided an update on the project of the revitalization of the down town:
 - The first order of business is to do a land use analysis, there was a tour this evening and we will start to gather information for inventory and land use conditions.
 - We are currently evaluating the zoning so that we can identify development opportunities for the downtown.
 - We will also be looking at transportation and utility infrastructure.

- The Key part of this work is public engagement and will be done through a series of surveys with a visual preference. Finally, all of this will culminate into an action plan

SPECIAL PRESENTATION Military Tribute Banners-Sharon Engleman-Colabello

1. Ms. Colabello provided the Board with the following information regarding 2021 Military Tribute Banners:
 - Banners were developed to help communities recognize, honor and support their local active-duty military personnel and area veterans.
 - There are no upfront costs. They provide everything you need to get the program up and running before any banners are billed.
 - Banners are made in the U.S.
 - Banners can be given to the families or sponsors at the end of the display period.
 - Program can be used to raise funding for your military outreach, veteran projects and events.
 - Quality of the banner is perfect for display indoors or outdoors.
 - Billing for the banners is done on NET10 terms and only when banners have been set up, proofed, approved, printed, finished and ready for shipping.
 - The approximate cost for the banner is \$200-\$225
 - We will need to determine program details, order brackets if needed and create marketing materials.
 - For more information please visit: militarytributebanners.org

Mayor Kaboolian stated that there will be further discussion regarding this program with the Board.

8:05 P.M.-OPEN PUBLIC HEARING Continuation of Public Hearing to Discuss the Proposed Permit to Convert the Former Automotive Repair Facility at 891 Saw Mill River Road into a Recycling Bin Maintenance & Storage Shop

Mayor read the notice on the record.

Michael Reggina and Alex Futter were present to explained what they do at the facility located 891 Saw Mill River Road. They work with charities, put new labels on the bins and recycle all of the clothing they collect. There will be about 3 to 4 employees working at this location.

Close Public Hearing

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby closes the public hearing on Monday, September 20, 2021 at 9:24 p.m. to consider the proposed permit at 891 Saw Mill River Road. Seconded by Trustee D'Emilio and passed unanimously.

8:05 P.M.-OPEN PUBLIC HEARING 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
Mayor read the notice on the record.
No one came to speak on this public hearing.

Close Public Hearing

Trustee D'Emilio: **RESOLVED**, that the Village Board of the Village of Ardsley hereby closes the public hearing on Monday, September 20, 2021 at 9:02 p.m. to consider adding 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. Seconded by Trustee Edelstein and passed unanimously.

8:05 P.M. -OPEN PUBLIC HEARING Public Hearing to discuss the Proposed Permit Convert the Vacant Commercial Building at 701 Saw Mill River Road into a Business Office & Storage Area
Mayor read the notice on the record.

Raymond Ovetsky Operations Manager for Mechanical Piping Solutions explained that he will keep the building as is now and will relocate the business to this location. They will replace the fence and demo some existing walls and open an office area to work out of. There might be 2 to 3 people working at this location.

Building Inspector Larry Tomasso explained that he is recommending a 1 year clause on this proposed permit and within the next year, they will need to come back to the Board with new plans.

Close Public Hearing

Trustee DiJusto: **RESOLVED**, that the Village Board of the Village of Ardsley hereby closes the public hearing on Monday, September 20, 2021 at 9:24 p.m. to consider the proposed permit at 701 Saw Mill River Road. Seconded by Trustee Weitz and passed unanimously.

3. APPROVAL OF MINUTES:

3.1 September 7, 2021 Board of Trustees Meeting Minutes

Moved by Trustee Weitz, Seconded by Trustee D'Emilio and passed 4-0-1. Trustee DiJusto Abstained. RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Tuesday, September 7, 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 an Executive Session.

2. INTERIM VILLAGE MANAGER

- 2.a September 20, 2021 Interim Village Manager Report
Interim Village Manager Charlene Indelicato read the following report:

Curbing and Paving

Curb contractor is installing the drainage on Eastern which should be done within two weeks. Once all drainage is installed we can finish paving Restoration on all streets that received new curbs is about 90% complete

Paving contractor

80% done with paving contract

Paving has been completed on all streets except for part of Eastern / Plainview/ and the small dead end of Grandview (waiting on drainage to be completed) Once all drainage is completed they will come back and pave remaining streets.

Heatherdell sidewalk fence

Fence has been back ordered, we have a delivery date mid October, once delivered contractor will install ASAP.

Hurricane IDA/ FEMA

As you know, Westchester was one of the counties that received a major disaster declaration which allows individuals, small businesses and municipalities to apply for recovery resources, including reimbursement for uninsured damages, from FEMA. The County and State have provided resources and information that is helpful in filing FEMA required documentation of loses. Checking the County and/or Village websites for updates. Charles has taken the reins on the Villages application with FEMA, he has been gathering information, evaluating the categories and documentation and entering them into our application.

New DPW Garage

The surveyors have finished the survey documents necessary for the Greenburgh Easement agreement. David Vendetti is in the process of gathering all the other information needed for the Exhibits to the agreement. As soon as that is done we will send it off to Greenburgh for approval.

125th Celebration

October 10th 2:00 P.M. to 7: P.M. Pascone Park Food –Fireworks-Fun!!!

3. TREASURER

3.a September 20, 2021 Abstract Report

Interim Village Manager Charlene Indelicato stated that the bills for the past two weeks totaled as follows:

From the General Fund: \$262,391.32; from the Sewer Fund: \$0.00; from the Trust & Agency fund: \$580.50 and from the Capital Fund: \$510,954.89

Moved by Trustee DiJusto, Seconded by Trustee Weitz 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: \$262,391.32; from the Sewer Fund: \$0.00, from the Trust & Agency Fund: \$580.50 and from the Capital Fund: \$510,954.89.

4. BUILDING

4.a July & August 2021 Building Department Reports

Building Inspector, Larry Tomasso read the following July 2021 Building Department Report:

- 14 Building permits
- 17 Application fees
- 9 Certificates of Occupancy
- 8 Plumbing permits
- 7 Electrical permits
- 7 Title Searches
- 1 Miscellaneous

Total received - \$35,198.75

Other activities:

- 65 Building inspections
- 19 Zoning inspections
- 3 Violations
- 1 Warnings

Building Inspector, Larry Tomasso read the following August 2021 Building Department Report:

- 7 Building permits
- 13 Application fees
- 6 Certificates of Occupancy
- 10 Plumbing permits
- 4 Electrical permits

- 11 Title Searches
- 0 Miscellaneous

Total received - \$8,057.00

Other activities:

- 58 Building inspections
- 78 Zoning inspections
- 1 Violations
- 3 Warnings

5. FIRE

5.a July & August 2021 Fire Department Reports

Fire Chief Murray read the following July 2021 Fire Department Report:

July 8, 15, 22 & 29 Department held drills.

July 13 Chief Murray met with Hastings Roofing regarding the roof.

July 28 Chief Murray and Apparatus Committee met with Seagrave

July 28 Chief Murray attended School District Safety Zoom meeting.

Total Alarms for the the month of July: 29

Training Officers Report- July 2021

- July 1st no drill
- July 8th Hoseline Operations & MPO Training
- July 15th Mask confidence/MPO Training
- July 22nd Maintenance & MPO Training/Ladder Ops
- July 29th Relay hose ops with MPO Trainees

Training hours 106.00, 60 Members Present

Fire Chief Murray read the following August 2021 Fire Department Report:

August 5, 12, 19 & 26 Department held drills.

August 2 Chief Murray met with A1 for computer installation, installed Knox key on Saw Mill River Rd., met with Lock Up Storage for issues with building, and met with DP Wolff for AC issues.

August 4 Chief Murray met with Assron Schmidt with Greenburgh Buildings and Jeremy Archer from the Thruway regarding construction at the rest stop.

August 6 Chief Murray met with Jeremy Archer for walk thru of rest stop.

August 10 Chief Murray and Poldolski met with neighboring Chiefs to discuss drill at rest stop

August 16 Apparatus Committee met to review apparatus specs.

August 18 Chief Murray met with Interim Village Manager regarding fireworks for 125 celebration and fire truck update.

August 26 Department help annual bailout re-certifications.

Total Alarms for the the month of August: 33

Training Officers Report- August 2021

- August 5th MPO Drill
- August 12th Hoseline Operations & MPO Training
- August 19th Monthly Drill
- August 26th Maintenance/Bailout Recerts
- Online Training McNeil & Company E-Learning: Total hours 125.75

6. POLICE

6.a July & August 2021 Police Department Reports

July 2021 Police Department Report

Chief Piccolino reported the following activities for July 2021:

- Court fine and fees - \$68,557.00
- Property lost or stolen - \$0.00
- Alarm fines and fees - \$0.00
- Meter collection - \$1,836.40
- 16 Traffic Accidents
- 5 Arrests
- 233 Calls for Service
- 4 Investigations
- 2 Impoundment
- 30 total summonses issued

Training in July 2021:

18 hours which consisted of SWAT and human sex trafficking.

COMMUNITY POLICING:

The Child Seat Passenger Safety Officers-installed 6 car seats and issued 0.

We performed a child seat safety check at the Maria Fareri Children's Hospital and installed 21 child seats and issued 3.

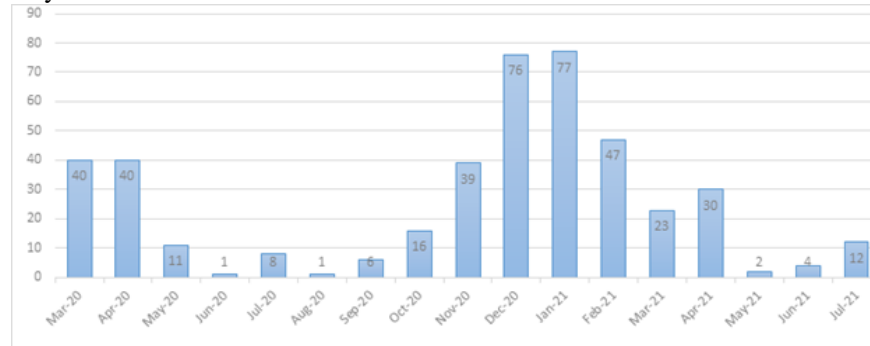
Participated in a 2 hour safety meeting via zoom with the Ardsley School District where we reviewed the safety plans for all Ardsley Schools.

Participated in a Human and Sec trafficking training hosted by Westchester County District Attorney's Office.

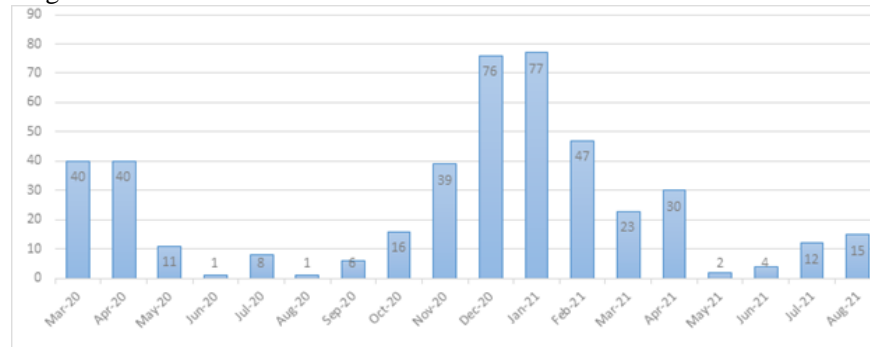
COMMUNITY INFORMATION:

The village is seeing an uptick in Covid-19 cases. We urge residents to continue to use safety measures such as masks and social distancing.

July 2021:



August 2021:



Chief Piccolino reported the following activities for August 2021:

- Court fine and fees - \$68,912.00
- Property lost or stolen - \$155.00
- Alarm fines and fees - \$80.00
- Meter collection - \$1,581.05
- 4 Traffic Accidents
- 3 Arrests
- 264 Calls for Service
- 12 Investigations
- 2 Impoundment
- 31 total summonses issued

Training in August 2021:

344 hours which consisted of SWAT, firearms & Juvenile laws and topics.

COMMUNITY POLICING:

The Child Seat Passenger Safety Officers-installed 4 car seats and issued 0.
Attended the 125th anniversary meeting.

COMMUNITY INFORMATION:

- **Prevention:**

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

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose & mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow CDC's recommendations for using a facemask.
 - CDC does not recommend that people who are well wear a facemask to protect themselves from respiratory diseases, including COVID-19.
 - Facemasks should be used by people who show symptoms of COVID-19 to help prevent the spread of the disease to others. The use of facemasks is also crucial for health works and people who are taking care of someone in close settings (at home or in a health care facility).
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing or sneezing.

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

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

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

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

For more information, please visit the CDC website at:

<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

To maximize protection from the Delta variant and prevent possibly spreading it to others, wear a mask indoors a public if you area of substantial or high transmission.

Things to Think About

Here are some things to consider when planning outings with your family.

What is your family's vaccination status?

- [Everyone 12 years and older](#) should get a COVID-19 vaccination to help protect against COVID-19.
- Help protect your whole family by getting yourself and your children who are 12 years and older vaccinated against COVID-19.
- People who are not fully vaccinated and children under 12 years who are not able to get a COVID-19 vaccine should continue taking [steps to prevent getting sick](#).
- To maximize protection from COVID-19, and in particular, the Delta variant, and prevent possibly spreading it to others, everyone, regardless of vaccination status, should wear a mask indoors in public if you are in an area [of substantial or high transmission](#).

Do you have family members with medical conditions or a weaken

- People with [certain underlying medical conditions](#) are at increased risk for severe illness from COVID-19.
- If you or a family member have a [condition](#) or are taking medications that weaken your immune system, you may not be fully protected even if you are fully vaccinated. You should continue to take all precautions recommended for unvaccinated people until advised otherwise by your healthcare provider.
- Wearing a mask is most important if you have a weakened immune system or if, because of your age or an underlying medical condition, you are at [increased risk for severe disease](#), or if someone in your household has a weakened immune system, is at increased risk for severe disease, or is unvaccinated. If this applies to you or your household, you might choose to wear a mask regardless of the level of transmission in your area.

Where is your family going?

- [Outdoor activities](#) and settings are [safer](#) than indoor ones.
- Avoid places that are [poorly ventilated](#).
- Avoid crowded places and gatherings where it may be hard to stay at least 6 feet away from others who don't live with you.

What are the number of COVID-19 cases and fully vaccinated people in your community or the community you are visiting?

- Use [CDC Data Tracker](#) to learn about the situation in your community.
- If your community has a high number of COVID-19 cases or a low number of fully vaccinated people, consider [choosing safer activities](#).

How to Talk to People Who Care for or Spend Time with Your Family Member
Learn how to talk to professional caregivers, extended family members, family friends, teachers, or other people your loved one spends time with about how to keep your loved one safe from COVID-19.

- Check that your child’s school, childcare program, your family member’s adult care program, or other caregivers are taking the necessary steps to [protect your loved ones](#) in their care.
 - [Learn more about CDC’s latest recommendations for K-12 schools and early care and education programs.](#)
- Tell them to encourage your family member to wear a [mask](#) indoors or in spaces where it is hard to stay 6 feet away from others.
 - Caregivers can help model mask-wearing for children who are too young to get vaccinated.
- Let caregivers know, as appropriate, if your loved one or someone they live with has an underlying medical condition or a weakened immune system.
- Pack an extra mask in your child’s backpack. If your child is old enough, ask if your child can bring hand sanitizer from home to use when they cannot wash their hands with soap and water.

Helping Your Family Member Cope

As families begin participating in more of the activities they did before the pandemic, children or other family members may worry about themselves, their family, and friends getting sick with COVID-19. They may feel anxious about returning to school, childcare, or normal activities like grocery shopping or gatherings. Parents, family members, and other trusted adults can help your loved one make sense of what they hear.

- Make yourself available to listen and to talk. Let your family member know they can come to you when they have questions.
- Reassure your child or family member that they are safe.
- Let them know it is okay if they feel upset. Share with them how you deal with your own stress so that they can learn how to cope from you.
- Answer questions honestly and share facts about COVID-19 in a way that your family member can understand.
- [Teach children and other family members everyday actions](#) to reduce the spread of germs.
 - Parents and caregivers can help by modeling these behaviors themselves.
- Discuss with your family member any [new actions or routines that may be taken at school, childcare](#), adult care, or other activities to help protect them and others.
- Take steps to protect you and your family’s mental health.
 - Try to keep up with regular routines.
 - Find safe ways to keep your family connected with friends and other family members.

- Teach your family healthy coping skills by modeling them yourself. Take breaks, get plenty of sleep, exercise, and eat well.

7. MAYOR'S ANNOUNCEMENTS

- 7.a Mayor Kaboolian thanked the Fire Department for hosting a beautiful ceremony they had on 9/11.

8. COMMITTEE & BOARD REPORTS

- 8.a Trustee DiJusto did not have anything to report
Trustee Weitz did not have anything to report
Trustee D'Emilio announced the following:
 - Library hours on Saturday are from 10 am-1 pm until further notice
 - 125th Anniversary Celebration is on October 10th at Pascone Park
 - Ardsley Historical Society had their walking tours this past weekend and highly recommends attending.

5. VISITORS

- 5.1 Eda Kapsis Victoria Road & Chairperson of CEAC stated that we should be mindful that these industries have significant footprints and we should look at the operational best practices for both industries and they should be concurrent with both environmental & comprehensive plan.
Mayor Kaboolian explained that there will be a community outreach as part of the process for implementing the Comprehensive Plan.

6. OLD BUSINESS:

- 6.1 Consider a Resolution Adding 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

**Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously.
RESOLVED,**

that the Village Board of the Village of Ardsley hereby adds chapter32 of the Village Code "Village Manager Code Provisions" enumerating and clarifying the duties and responsibilities of the Village Manager as follows:

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

§ 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 responsible for the management and administration 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.

- 6.2 Consider a Resolution Granting Permission to Convert the Vacant Commercial Building Located at 701 Saw Mill River Road into a Business Office & Storage Area

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed permit to convert the newly constructed vacant space at 701 Saw Mill River Road into a business office and storage area presented by the applicant.

Any approvals should contain the following provisions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The business owner must install a Knox Box on the building.
6. The approval is for temporary use of the building while plans for the proposed use and occupancy are developed. This approval is valid for a period of 365 days after the issuance of the building permit. If additional plans are not developed by that time, the applicant must return to the Village Board for full site plan review to ensure proper site development if the owner does not pursue their stated plans.

- 6.3 Consider a Resolution Granting Permission to Convert the Former Automotive Repair Facility at 891 Saw Mill River Road into a Recycling Bin Maintenance and Storage Shop

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed permit to convert the former automotive repair facility at 891 Saw Mill River Road into a recycling bin maintenance and storage shop as presented by the applicant.

Subject to the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
6. Any conditions the Village Board deems appropriate.
7. Any conditions the Village Attorney or Village Manager deem appropriate.

7. NEW BUSINESS:

- 7.1 Consider a Resolution to Schedule a Public Hearing for Mary Lee Nail Salon 466 Ashford Avenue

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. 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 vacant commercial space at 466 Ashford Avenue into a nail salon; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, October 4, 2021 to discuss the proposed permit.

7.2 Consider a Resolution Authorizing the Interim Village Manager to Enter into a Contract with Seagrave Fire Apparatus for Model TB7OCA Marauder Fire Pumper

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. WHEREAS, the Volunteer Fire Department demonstrated a need for a new fire pumper; and

WHEREAS, the Village Board authorized the issuance of a 15 year bond in the amount of \$802,000 inclusive of all costs for the fire pumper; and

WHEREAS, through an authorized competitive bidding process conducted by HGAC INC., Seagrave Fire Apparatus LLC was awarded the bid; and

NOW THEREFORE BE IT RESOLVED, that the Village Board authorizes the interim village manager to enter into a contract with Seagrave Fire Apparatus LLC for Marauder Fire Pumper Model TB-70-CA in an amount not to exceed \$769,263 exclusive of taxes.

7.3 Consider a Resolution to Modify the 2020/2021 Budget by Enabling the Village Treasurer to Make Necessary Transfers within the General Fund

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2020/2021 Village Budget by transferring \$584,727.40 from the following.

FROM LINE ITEMS:

A-9060-0807-0000 Hospital & Medical	54,892.59
A-9060-0808-0000 Dental	10,916.67
A-9030-0802-0000 Social Security	44,088.69
A-1990-0400-0000 Contingency	344,463.00
A-1964-0462-0000 Tax Certiorari	130,366.45

TO LINE ITEMS:

A-1210-0400-0000 Contractual	59,505.21
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A-1620-0412-0000 Postage	2,040.48
A-1620-0430-0000 Utilities	2,345.56
A-1620-0431-0000 Telephone	5,822.77
A-1620-0452-0000 Bldg. Maintenance	1,002.48
A-1950-0400-0000 Contractual	53,827.19
A-3120-0100-0000 Personnel Services	134,526.22
A-3120-0101-0000 Personnel Services	73,039.64
A-3120-0106-0000 Special Events	48,421.77
A-3410-0230-0000 Motor Vehicle	64,171.25
A-3410-0270-0000 Tools and Operating Equip	7,461.58
A-5010-0486-0000 Engineering	5,597.29
A-5182-0426-0000 Lights & Peripherals	4,009.93
A-5182-0490-0000 Street Lights	633.65
A-7110-0454-0000 Park Maintenance	17,324.60
A-8090-0460-0000 Contract Services	900.00
A-8170-0426-0000 Motor Vehicle Repair	2,453.64
A-9010-0801-0000 State Retirement	10,563.14
A-9015-0825-0000 Police Retirement	91,081.00

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

9.1 Adjournment

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, September 20, 2021, at 9:49 p.m.

10. ANNOUNCEMENTS

- September 21, 2021 Board of Architectural Review
- September 22, 2021 Zoning Board of Appeals
- September 22, 2021-September 26, 2021 Ardsley Engine Co. Carnival -Pascone Park

11. NEXT WORK SESSION October 13, 2021

Village Clerk, Ann Marie Rocco

Date: _____

ABSTRACT FOR VILLAGE BOARD MEETING OF October 4th, 2021

<u>GENERAL FUND</u>	<u>\$67,164.15</u>
<u>TRUST & AGENCY FUND</u>	<u>\$1,347.00</u>
<u>CAPITAL FUND</u>	<u>\$2,788.60</u>
<u>SEWER FUND</u>	<u>\$1,300.87</u>

Date	Vendor Name	Description	Amount
9/17/2021	STATE COMPTROLLER	Fines & Fees August 2021	\$21,792.00
9/28/2021	FUNDAMENTAL BUSINESS SERVICE I	Receivables Service	\$115.50
9/28/2021	PRECISE TRANSLATIONS LLC	Professional Translation	\$170.00
9/23/2021	THE RIVERTOWNS ENTERPRISE	public hearing notices	\$57.00
		Village Court Sub Total	\$22,134.50
9/28/2021	ALFREDO DIVITTO	Payment for 9-6 to 9-10	\$500.00
9/28/2021	VINCENT GIORDANO	Payment for 9-6 to 9-10	\$100.00
		Building Dept. Sub Total	\$600.00
9/29/2021	ARDSLEY DEMOCRATIC CLUB	CC RENTAL DEPOSIT RETURN	\$250.00
9/21/2021	NSI Clean Worldwide Inc.	September Cleaning Service	\$260.00
9/21/2021	XEROX CORPORATION	Usage for 7-21 to 8-30	\$61.50
		Community Center Sub Total	\$571.50

9/30/2021	AAA EMERGENCY SUPPLY CO	Calibration Gas	\$410.00
9/30/2021	AAA EMERGENCY SUPPLY CO	Hydrant Wrench	\$38.94
9/30/2021	AAA EMERGENCY SUPPLY CO	Battery	\$38.35
9/29/2021	ALERT - ALL CORP.	SCHOOL PREVENTION KITS	\$3,243.60
8/10/2021	D.P. WOLFF INC	Fix A/c	\$2,130.00
9/30/2021	MES	Siren Mount	\$318.25
9/21/2021	NSI Clean Worldwide Inc.	September Cleaning Service	\$195.00
9/30/2021	RESCUESTUFF INC.	Officer Shirts	\$150.00
9/29/2021	SOUND SHORE PEST CONTROL	MONTHLY EXTERMINATING SERVICES	\$1,275.00
9/30/2021	VERIZON	Usage for 9-22 to 10-21	\$34.81
		Fire Dept. Sub Total	\$7,833.95

9/23/2021	ARGENTO AND SONS INC	V-belt	\$150.48
9/28/2021	ARGENTO AND SONS INC	chain/oil	\$83.80
9/30/2021	ARGENTO AND SONS INC	shoe/blade	\$479.92
9/30/2021	ARGENTO AND SONS INC	shoe/blade	\$65.94
9/29/2021	BP	Fuel Purchase for 8-2 to 9-27	\$149.01
9/24/2021	GRAINGER	Twist on Wire Connectors	\$22.91
9/23/2021	KIMBALL-MIDWEST	nuts/screws/washers	\$546.09
9/23/2021	LONG ISLAND SANITATION EQUIP.	side broom/tube broom	\$1,126.56
9/28/2021	NATIONAL GEAR & PISTON	inspections	\$220.00
9/30/2021	NATIONAL GEAR & PISTON	grease barrel	\$497.64
9/28/2021	ORTIZ WELDING	Bearings /salt shaft	\$188.40
8/17/2021	PABCO INDUSTRIES, LLC.	2-Ply Paper Leaf Bags	\$1,133.60
9/23/2021	PARTNERS IN SAFETY INC	drug testing	\$96.00
9/28/2021	PROSPERO NURSERY	trees/shrubs /mulch	\$519.00
9/28/2021	PROSPERO NURSERY	trees/shrubs /mulch	\$42.00
9/28/2021	RCA ASPHALT LLC	blacktop	\$117.27
9/30/2021	RCA ASPHALT LLC	blacktop	\$499.85
9/28/2021	SAW MILL STONE & MASONRY SUPPL	Concrete Mix	\$157.95
9/28/2021	SAW MILL STONE & MASONRY SUPPL	Concrete Mix	\$146.48
9/30/2021	SAW MILL STONE & MASONRY SUPPL	Mason Sand, Patio Block	\$192.00
9/30/2021	SAW MILL STONE & MASONRY SUPPL	Mason Sand, Patio Block	\$159.39
9/23/2021	SEA BOX INC	40Ft Container rental 7/23	\$180.00
9/30/2021	THALLE INDUSTRIES	Padding Stone	\$756.00
9/30/2021	WALLAUER	Gorilla Tape	\$10.95

9/24/2021	WESTCHESTER COUNTY DEF	August 2021 Tipping Fee	\$5,867.06
9/30/2021	WESTCHESTER TOOL RENTALS	Ventilation Axial Blower	\$58.48
9/29/2021	Wexbank	Fuel Purchase	\$50.56
Highway Dept. Sub Total			\$13,517.34
9/30/2021	CORSI TIRE	Tires car 97	\$540.08
9/21/2020	EAGLE PT GUN T J MORRIS & SON	Ammunition	\$470.96
7/1/2021	ESS INC.	Antenna and programming	\$232.28
9/22/2021	ESS INC.	TRI Band Roof Mount Antenna	\$232.28
9/30/2021	INDUSTRIAL MEDICINE ASSOC	Physical exams	\$250.00
9/30/2021	INDUSTRIAL MEDICINE ASSOC	Physical exams	\$250.00
9/27/2021	OPTIMUM	Usage for 9-23 to 10-22	\$16.84
9/30/2021	PARTS AUTHORITY	brake rotors car 97	\$52.22
9/22/2021	PARTS AUTHORITY	Disk Break Pad	\$22.53
9/30/2021	SCARSDALE FORD INC.	Repair car 97	\$50.59
9/22/2021	SCARSDALE FORD INC.	Rotary ASY, Breaks	\$197.99
9/21/2021	Verizon	Invoice Dated 9-10-21	\$2.85
9/30/2021	VERIZON	Usage for 9-22 to 10-21	\$41.62
9/21/2021	VERIZON WIRELESS	Usage for 8-13 to 9-12	\$520.27
Police Dept. Sub Total			\$2,880.51
9/23/2021	ARDSLEY FOOTBALL FUND	2021 SAYF Homecoming Ad	\$100.00
9/22/2021	AAA EMERGENCY SUPPLY CO	Extinguisher Inspection	\$41.00
9/29/2021	ACCURATE	PROFESSIONAL SVCS 7/15-9/1/21	\$2,100.00
9/17/2021	ACME EXTERMINATING	September Pest Service	\$69.66
9/23/2021	BOND SCHOENECK & KING	August Professional Services	\$3,140.00
9/17/2021	BPAS	GASB 73 report	\$950.00
9/17/2021	Con Edison	Usage for 8-10 to 9-11	\$55.66
9/21/2021	Dell Marketing L.P.	Computer & Equipment for PD	\$1,357.76
6/14/2021	GEORGE MALONE	Direct Public Govt. Access	\$811.24
6/14/2021	GEORGE MALONE	Direct Public Govt. Access	\$811.24
9/21/2021	GOVCONNECTION INC	Ink Cartridge	\$61.94
9/21/2021	NSI Clean Worldwide Inc.	September Cleaning Service	\$845.00
9/23/2021	NYSACC	NYSACC Membership 21-22	\$75.00
9/23/2021	PAYLOCITY	September 2021 Invoice	\$1,032.07
9/30/2021	PITNEY BOWES	7-25 to 10-24	\$297.00
9/24/2021	READERS HARDWARE INC	Blades, Mask	\$61.95

9/24/2021	READERS HARDWARE INC	Cutter Wheel	\$5.27
7/2/2021	RINA SCHUNK	SAYF Social Media Support	\$50.00
9/29/2021	ROBERT PONZINI	October retainer	\$5,979.00
9/23/2021	STANDARD INSURANCE COMPANY	October Premium	\$955.50
9/30/2021	THE DEERFIELD GROUP	water mark safety paper	\$245.66
9/30/2021	THE RIVERTOWNS ENTERPRISE	466 Ashford Ave legal ad	\$56.00
6/16/2021	W.B. MASON CO. INC.	Calendar, ink	\$174.67
6/16/2021	W.B. MASON CO. INC.	Cleaning Supplies	\$152.97
6/16/2021	W.B. MASON CO. INC.	Garbage Bags Large & Small	\$112.76
9/21/2021	Westchester County Health Dept	Food Permit Senior BBQ	\$85.00
		Village Hall Sub Total	\$19,626.35
		General Fund Total	\$67,164.15
9/28/2021	Woodard & Curran Engineering	55 Ridge Road	\$1,347.00
		Trust & Agency Total	\$1,347.00
9/28/2021	WESTON & SAMPSON	August Professional Service	\$2,788.60
		Capital Fund Total	\$2,788.60
9/23/2021	MINOL, INC	August Sewer Invoice	\$1,300.87
		Sewer Fund Total	\$1,300.87

**RESOLUTION GRANTING PERMISSION TO CONVERT THE VACANT
SPACE LOCATED AT 466 ASHFORD AVENUE INTO A NAIL SALON**


RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed change of use to convert the vacant space at 466 Ashford Avenue into a nail salon as presented by the applicant.

Any approvals should contain the following provisions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The employees shall obtain parking permits from the village.
6. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
7. Any conditions the VB deems appropriate.
8. Any conditions the Village Attorney or Village Manager deem appropriate.

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: September 28, 2021

RE: Mary Lee Nail Salon, 466 Ashford Avenue

As you know, Patricio Hidrovo Coronel of Mary Lee Nail Salon applied for a permit to convert the vacant commercial space at 466 Ashford Avenue into a nail salon. This is a permitted use in the B-1 Business District and VB approval is required for this project pursuant to §200-65A of the Village Code. The last tenant in this space was a hair salon.

The VB had previously determined that all of the businesses in Addyman Square are “grandfathered” for parking requirements for retail and business office uses so parking is not an issue. However, the VB does require the employees of these stores to obtain parking permits.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation should be identified/confirmed.
5. The employees shall obtain parking permits from the village.
6. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
7. Any conditions the VB deems appropriate.
8. Any conditions the Village Attorney or Village Manager deem appropriate.

Let me know if you need any additional information.

**RESOLUTION TO AUTHORIZE THE INTERIM VILLAGE MANAGER TO
EXECUTE AMENDMENT NO. 1 TO THE URBAN COUNTY AGREEMENT
WITH THE WESTCHESTER COUNTY PLANNING DEPARTMENT**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to execute amendment no. 1 to the Urban County Agreement with the Westchester County Planning Department located at 148 Martine Avenue, White Plains, New York 10601 to enable the Village to participate in the 2019-2021 Community Development Block Grant Process

FIRST AMENDMENT TO URBAN COUNTY COOPERATION AGREEMENT

This First Amendment to the Urban County Cooperation Agreement entered into this 4th day of October, 2021, between the County of Westchester (the "County") and

Village of Ardsley
(the "Cooperating Municipality")

WITNESSETH:

WHEREAS, the County and the Cooperating Municipality entered into an agreement (the "Cooperation Agreement") to undertake essential community development and housing assistance activities pursuant to the Title I of the Housing and Community Development Act of 1974, as amended, (the "Act"); and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has notified the County that Paragraph 6 of the Cooperation Agreement must include all statutes and HUD regulations found in Section V, Paragraph H of the April 29, 2021 Notice from HUD entitled "Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2022-2024" (the "Notice"); and

WHEREAS, the County and the Cooperating Municipality, in accordance with Section 20 of the Cooperation Agreement, agree to adopt this Amendment in order to meet the requirements as set forth in the Notice.

NOW, THEREFORE, IT IS AGREED BETWEEN THE COUNTY AND THE COOPERATING MUNICIPALITY AS FOLLOWS:

1. Paragraph 6 of the Cooperation Agreement is hereby deleted in its entirety and replaced with the following:

"6. The County and Cooperating Municipality will take all required action to comply with the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act of 1968 and the implementing regulations at 24 CFR part 100, and the Americans with Disabilities Act of 1990 and the implementing regulations at 28 CFR part 35, to assure compliance with the certification required by Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8 and the Age Discrimination Act of 1975 and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws (the "Acts") and implementing regulations. Accordingly, the Cooperating Municipality agrees to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the Cooperating Municipality pursuant to said Grants. Further, the County is prohibited from expending Urban County funding for activities in or in support of any local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certifications. In addition, the Cooperating Municipality agrees to indemnify and hold the County harmless against all losses, damages, penalties, settlements, costs, charges, fees, and other expenses or liabilities relating to or arising out of the failure of the

Cooperating Municipality to comply with the Acts, the rules and regulations thereunder, and the undertakings and assurances in said application form.”

2. All other Provisions of the Cooperation Agreement shall remain in full force and effect.

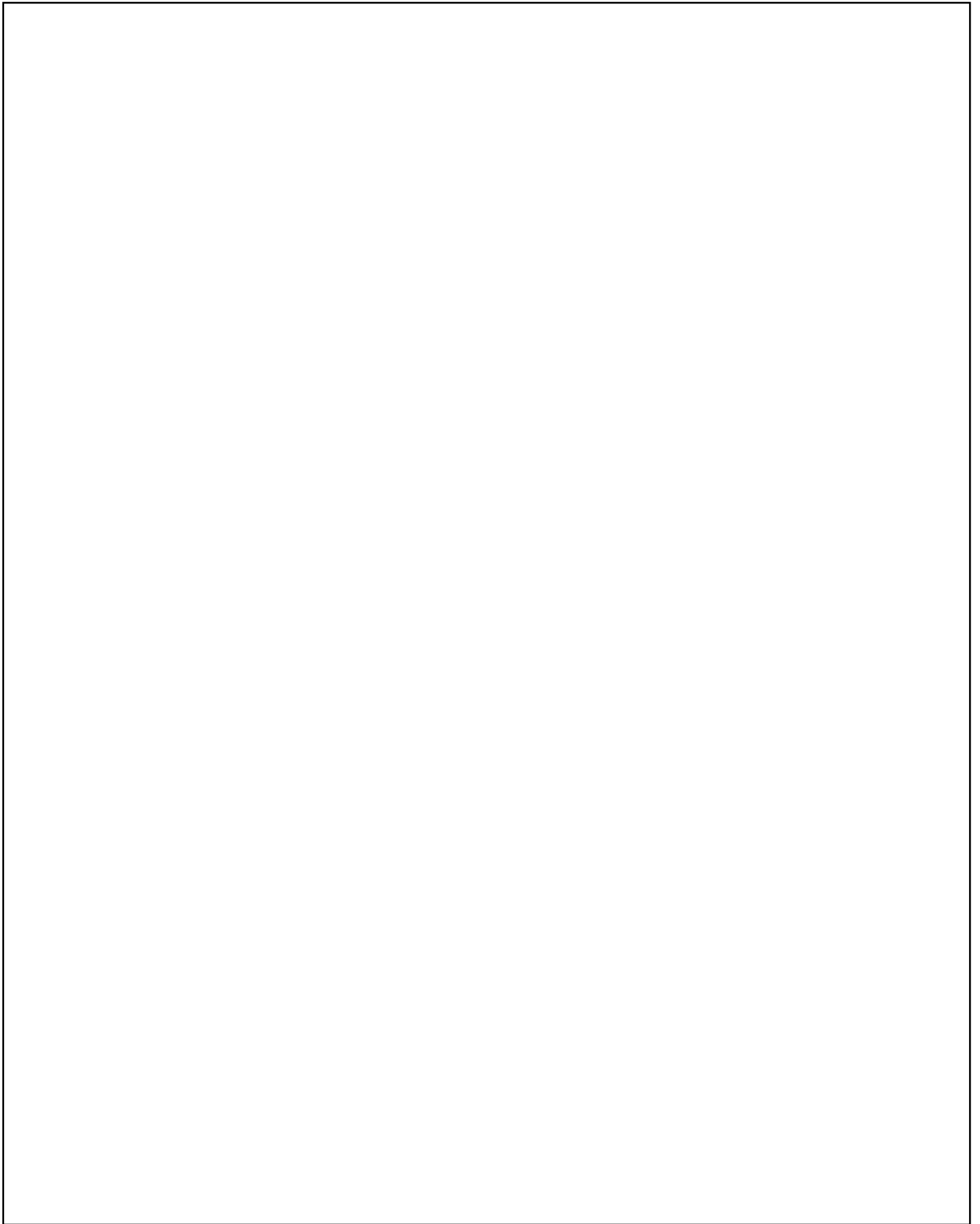
THE COUNTY OF WESTCHESTER

by _____
County Executive

COOPERATING MUNICIPALITY

by _____
Chief Executive/Interim Village Manager

SEAL:



RESOLUTION TO AUTHORIZE INTERIM VILLAGE MANAGER TO SIGN AN AGREEMENT BETWEEN THE VILLAGE OF ARDSLEY AND RINA SCHUNK- INDEPENDENT SOCIAL MEDIA/MARKETING CONSULTANT FOR SOCIAL MEDIA/MARKETING SERVICES

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an agreement with Rina Schunk to provide services for all Social Media/Marketing services to the SAYF Coalition to assist them in maintaining and updating the SAYF Coalition's website and Facebook page for the period of October 1, 2021 through September 29, 2022.

Independent Contractor Agreement

Agreement made this 4th day of October 2021 by and between

Village of Ardsley, a municipal corporation having its principal place of business at 507 Ashford Avenue, Ardsley, NY 10502 (hereinafter referred to as the "Village")

And

Rina Schunk, an independent Social Media/Marketing Consultant.

WHEREAS, the Village has received a grant from the U.S. Department of Health Human Service and Substance Abuse and Mental Health Services Administration, under the Drug Free Communities Support Program, to provide programming in the community to confront the risk factors which increase the risk of youth substance abuse.

WHEREAS, Rina Schunk agreed to participate in said programming, and to perform all Social Media/Marketing/Public Relations services contemplated under this agreement.

WHEREAS, Rina Schunk desires to contract as herein provided,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

- (1) First. Rina Schunk agrees to provide Social Media/Marketing services to the coalition and its leadership to assist them to maintain and update the Ardsley SAYF Coalition's web site and Facebook page.

Second. It is expressly understood and agreed upon that Rina Schunk shall be compensated pursuant to this Agreement only for those services rendered in conjunction with this Agreement.

In return for the services pursuant to Paragraph 1, the Village agrees to pay Rina Schunk \$50.00 per hour not to exceed 30 hours or; an amount not to exceed one thousand five hundred dollars (1,500.00)

Rina Schunk will be reimbursed for costs as outlined in the approved grant budget. The method of payment shall be by check, upon the Village's receipt of invoice and Village voucher, and upon approval of the Project Manager / Village Manager. Rina Schunk will submit reimbursement requests on a Monthly basis. In no event shall final payment be made to Rina Schunk prior to the completion of all professional services, the submission of all required reports and the approval of same by the Project Manager / Village Manager.

Third. All services rendered and work performed by Rina Schunk shall be under the direction and subject to the complete approval of the Project Manager / Village Manager.

Fourth. This Agreement shall not render Contractor an employee, partner, agent of or a participant in a joint venture with the Village for any purpose. It is the intent of the parties that Rina Schunk shall have no claim against the Village hereunder or otherwise for any fringe benefits including but not limited to vacation pay, sick leave, retirement

benefits or credits, unemployment insurance benefits or employee benefits of any kind. Rina Schunk is solely responsible for all applicable taxes with respect to the sums paid under this Agreement. Rina Schunk will indemnify the Village and hold the Village harmless from any claims of any taxing authority with respect to such compensation.

The parties further acknowledge as follows:

- (a) Village is not requiring that Rina Schunk work exclusively for the Village, and any work provided by Rina Schunk exclusively for the Village is at Rina Schunk choosing for the term of this Agreement.
- (b) Village has provided no training for Rina Schunk.
- (c) Rina Schunk services do not call for the provision of tools or benefits to be provided, and Village has not provided any.
- (d) Except as otherwise provided in this Agreement, the Village has not dictated the time of performance of Rina Schunk services

Fifth. Rina Schunk represents, warrants and agrees that the Proposal to provide Social Media/Marketing work for the Ardsley SAYF Coalition as part of Contract lists anticipated true and correct costs of personnel and other costs of service to be rendered by Rina Schunk, in providing the services set forth in Contract Rina Schunk shall advise the Village in advance of any changes in services to be provided and no modification that results in diminishment, increment or addition of services, or in the costs of rendering such services, shall be made without the consent of the Village and the Project Manager / Village Manager.

Sixth. [Reserved]

Seventh. The failure of either party in any or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, or the right to assert or rely upon any such terms, provisions or options on any future occasion.

Eighth. Rina Schunk agrees to maintain records of services provided under the Agreement, and that said records shall become property of the Village upon completion of the Agreement.

Ninth. Rina Schunk hereby represents and warrants that to the best of her knowledge she is in full compliance with all applicable federal, state, or local rules or regulations, which pertain to this Agreement. Rina Schunk shall have no authority to act on behalf of the Village or to bind the Village in any way whatsoever.

Tenth. . [Reserved]

Eleventh. This Agreement does not grant Rina Schunk an exclusive privilege or right to supply services to Village.

Twelfth. [Reserved]

Thirteenth. Insurance Provisions, refer to Limited Hold Harmless Agreement between Rina Schunk and The Village of Ardsley

Fourteenth. Rina Schunk expressly agrees: that in the hiring of employees for the performance of work under this Agreement, neither Rina Schunk, a department thereof, nor any person acting on behalf of Rina Schunk shall, by reason of race, color, creed, sex, sexual orientation, national origin, age, disability, marital status, genetic predisposition or carrier status, discriminate against any person who is qualified and available to perform the work to which the employment relates; and that the neither Rina Schunk nor any person acting on her behalf shall, in any manner, harass or intimidate any employee hired for the performance of work under this Agreement on the basis of race, color, creed, sex, sexual orientation, national origin, age, disability, marital status, genetic predisposition or carrier status.

Fifteenth. The term of this Agreement shall expire on September 29th 2022, it may be extended by mutual agreement of both parties. This Agreement may be terminated by Rina Schunk upon 30 days' written notification. It is further noted the Village of Ardsley may for any reason, on thirty days written notice, cancel this contract. In such event, Rina Schunk shall be compensated and the Village shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

Sixteenth. Any communication or notice required to be given hereunder will be deemed given, when actually delivered by nationally recognized over-night courier service (e.g. FedEx), certified or registered mail, to the addresses listed below:

If to the Village: Charlene Indelicato, Interim Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, New York 10502

If to Rina Schunk: Rina Schunk
3 South Shady Road
Ardsley, NY 10502

Seventeenth. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, or for any reason invalid or unenforceable, such provision or provisions shall be deemed to be null and void and the remainder of this Agreement shall, to the extent practicable, be in full force and effect. The parties specifically declare that they would have entered into this Agreement if such void provision(s) if any, had been entirely omitted.

Eighteenth. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Nineteenth. This Agreement may not be assigned without the Village's prior written consent.

Twentieth. . [Reserved]

Twenty-first. Rina Schunk agrees to maintain receipts and records for direct project expenditures, and maintain books of account, which provide for a segregation of costs attributable to this project. Rina Schunk will expend funds in accordance with the approved budget, and will follow the requirements for allowable costs as outlined in

the CDC Grants Policy Statement. Rina Schunk must observe CDC guidelines for budget changes and modifications.

Twenty-second. This Agreement constitutes the entire Agreement between the Village of Ardsley and Rina Schunk with regard to the subject matter hereof, and supersedes all prior negotiations, representations, Agreements or understandings, either written or oral. No amendment, extension, or change of the Agreement shall be binding unless in writing and signed by both parties. Once the contract is signed there will be no discussion of any changes until the termination of this contract.

Twenty-third. The term of this Agreement shall commence on the 1st day of October 2021 and shall terminate on the 29th day of September 2022.

IN WITNESS WHEREOF, this Agreement has been executed by the parties at Ardsley, New York on the date first above written.

VILLAGE OF ARDSLEY

By _____

Charlene Indelicato, Interim Ardsley Village Manager

Date _____

Rina Schunk

By _____

Rina Schunk

Date _____

Social Security # or Federal Tax I.D. #: _____

Limited Hold Harmless Agreement

This Limited Hold Harmless Agreement is entered into by and between Rina Schunk and The Village of Ardsley on this ____ day of October 2021

Rina Schunk known as the Promisor, and The Ardsley SAYF Coalition an entity of The Village of Ardsley known as the Promisee for the purpose of this agreement.

1. The Promisor agrees to perform the Social Media/Marketing needs for the Promisee as is described in the received Contractors Agreement. Furthermore the Promisor agrees that the Promisor shall not publish any writings or other material without the prior approval of the Promisee. Promisor shall, to the extent that it published writings or other material without Promisee's consent hold the Promisee harmless from any claims that may arise from such unauthorized publication on behalf of the Promisee and agrees to indemnify the Village of Ardsley and its employees to the extent permitted by the law for any and all cost associated with liability for "bodily injury," "property damage" or "personal and advertising injury" in the performance of Promisee's ongoing operations. These costs include but are not limited to losses, liabilities, cost, expenses including reasonable attorneys' fees and other litigation expenses, claims and other obligations incurred in connection with and which result directly or indirectly from actual or alleged damages.
2. The Promisor agrees to be responsible for payment of any claims that may arise from the Promisor's unauthorized publication conducted on behalf of the Promisee and agrees to indemnify the Village of Ardsley and its employees all cost associated with liability for "bodily injury," "property damage" or "personal and advertising injury" in the event of any unauthorized publication. These cost include but are not limited to losses, liabilities, cost, expenses including reasonable attorneys' fees and other litigation expenses, claims and other obligations incurred in connection with and which result directly or indirectly from actual or alleged damages.
3. Recipient acknowledges having carefully read and reviewed this Limited Hold Harmless Agreement, and Recipient represents that it fully understands and voluntarily executes the same.

EXECUTED this ____ day of _____, ____ EXECUTED this ____ day of _____,

By: _____
(Signature)

Charlene Indelicato

By: _____
(Signature)

Rina Schunk

Title: Interim Village Manager

Title: Social Media Provider

**RESOLUTION SCHEDULING A PUBLIC HEARING TO
DISCUSS CHAPTER 33 OF THE CODE OF THE VILLAGE OF
ARDSLEY “RESIDENCY REQUIREMENTS”**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, October 18, 2021 to discuss Chapter 33 of the Code of the Village of Ardsley entitled “Residency Requirements”

Section 1. Chapter 33 of the Code of the Village of Ardsley entitled “Residency Requirements”

Section 1: Purpose.

The Board of Trustees finds that, due to the relatively small population of the Village of Ardsley, it is not always possible to fill certain appointive offices and non-judicial positions in Village government requiring municipal, administrative or financial expertise with Village residents who are qualified to hold such positions.

Section 2. Village, State of residency.

Notwithstanding any other general or special law, no person shall be eligible to be appointed to or hold office in Ardsley Administration Department, Ardsley Police Department, Ardsley Department of Public Works, Ardsley Building Department and Ardsley Recreation Department to a position in the Village of Ardsley unless such person is a resident of the Village or a resident of the State of New York during such appointment. A person shall be eligible to be appointed to or hold the non-judicial position of Village Court Clerk, Assistant Court Clerk or Part-Time Court Attendant provided such person is a resident of

Westchester County or a resident of the State of New York during such appointment.

Section 3. Numbering for Codification.

It is the intention of the Village of Ardsley and it is hereby enacted that the provision of this Local Law shall be included in the Code of the Village of Ardsley; that the sections and subsections of this Local Law may be re-numbered and re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter", "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provision of the Code affected thereby.

Section 4. Severability.

The provision of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State and apply to all persons listed in Section 2 herein.

Section 6. Repealer.

This local law repeals Chapter 33 titled Officers and Employees.