



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, October 5, 2020

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

Join Zoom Meeting

<https://us02web.zoom.us/j/83253885630?pwd=Y2R2TmN1NFZvZkwdDZF MGvzT1V6QT09>

Meeting ID: 832 5388 5630

Passcode: 523846

One tap mobile

+19292056099,,83253885630# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 832 5388 5630

Find your local number: <https://us02web.zoom.us/u/kd7jvAJWof>

Page

8:05 p.m. - PUBLIC HEARING

Continuation of Public Hearing -To Pursue Eminent Domain Proceedings for the Properties Located on Heatherdell Road & Saw Mill River Road.

8:15 P.M. - PUBLIC HEARING

Public Hearing-To Discuss the Proposed Permit to Replace the Site Lighting in the Parking Lot at 921 Saw Mill River Road

SPECIAL PRESENTATION

Sustainable Westchester-Jasmine Graham - Westchester Power Community Energy Program

4

5 - 15

1. ANNOUNCEMENT OF EXIT SIGNS

16 - 23

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES:

3.a Regular Meeting September 21, 2020

4. DEPARTMENT REPORTS

4.1. LEGAL

4.2. MANAGER

4.2.a Village Manager's Report -October 5, 2020

24 - 27

4.3. TREASURER

4.3.a Abstract Report-October 5, 2020

4.4. BUILDING

No Building Department Report

4.5. FIRE

No Fire Department Report

4.6. POLICE

No Police Department Report

4.7. MAYOR'S ANNOUNCEMENTS

4.8. COMMITTEE & BOARD REPORTS

5. VISITORS

28

6. OLD BUSINESS:

6.a Consider a Resolution to Close and Abandon the Eminent Domain Public Hearing

29 - 37

7. NEW BUSINESS:

7.a DISCUSSION-LITTLE LEAGUE FIELD IMPROVEMENTS

38 - 41

7.b Consider a Resolution Awarding Contracts for 2020 Joint Road Milling & Resurfacing

42 - 47

7.c Consider a Resolution of the Village Board Determining that Proposed Action: Development of 657 Saw Mill River Road in the Village of Ardsley is an Unlisted Action

and Providing for Coordinated Review Under SEQRA by Declaring Their Intent to Act as Lead Agency

48 - 53

7.d 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

54 - 60

7.e Consider a Resolution to Authorize the Village Manager to Sign an Agreement Between the Village of Ardsley and Student Assistance Services for Technical Assistance and Evaluation Services

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. NEXT BOARD MEETING:

October 19, 2020

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Ardsley will hold a public hearing at 8:15 p.m., Monday, October 5, 2020 via Zoom to discuss the proposed permit to replace the site lighting on the building and in the parking lot at 921 Saw Mill River Road.

We strongly encourage residents to participate in our Statutory Meetings by Zoom either by web or by phone. Instructions for remote participation are below. The following is the website and the phone number for participation in this meeting:

Join Zoom Meeting

<https://us02web.zoom.us/j/83253885630?pwd=Y2R2TmN1NFZvZFkwDDZFMGVzT1V6QT09>

Meeting ID: 832 5388 5630

Passcode: 523846

Written comments may also be sent to the Village Clerk at arocco@ardslevillage.com and the Village Manager at mrobson@ardslevillage.com, or sent via regular mail to 507 Ashford Avenue, Ardsley, NY 10590. All comments will be shared with the Board of Trustees and questions will be answered as quickly as possible. All residents, taxpayers, and interested parties 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

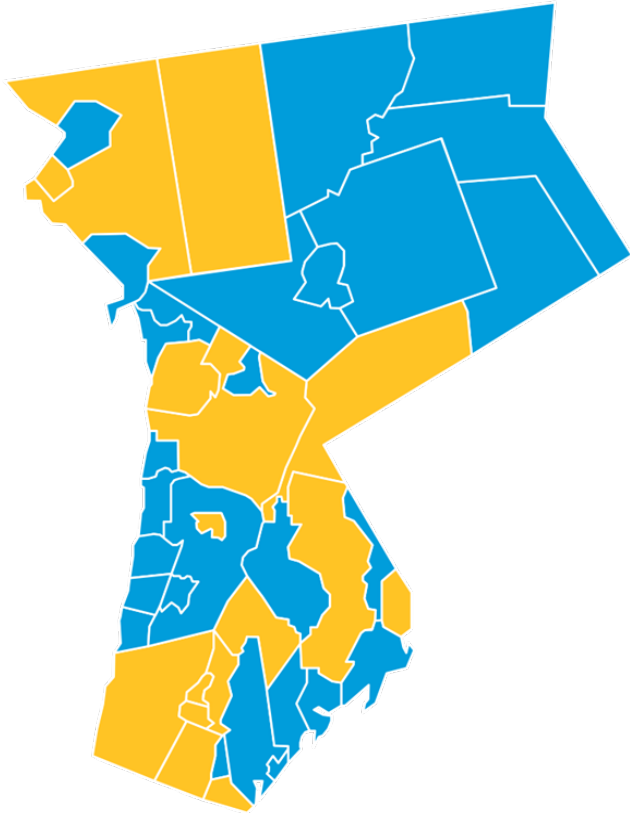
Dated: September 22, 2020

WESTCHESTER POWER

Bid Results & New Contract Information

October 5, 2020





WESTCHESTER POWER CCA

MUNICIPAL PARTICIPATION

Ardsley

Bedford

Croton-on-Hudson

Dobbs Ferry

Greenburgh

Hastings-on-Hudson

Irvington

Larchmont

Lewisboro

Mamaroneck Village

Mamaroneck Town

Mount Kisco

New Castle

New Rochelle

North Salem

Ossining Village

Ossining Town

Peekskill

Pelham Village

Pleasantville

Pound Ridge

Rye Brook

Rye City

Sleepy Hollow

Somers

Tarrytown

White Plains

27

Municipalities

24

Green Supply
Municipalities

115,000

Residents and
Small Businesses



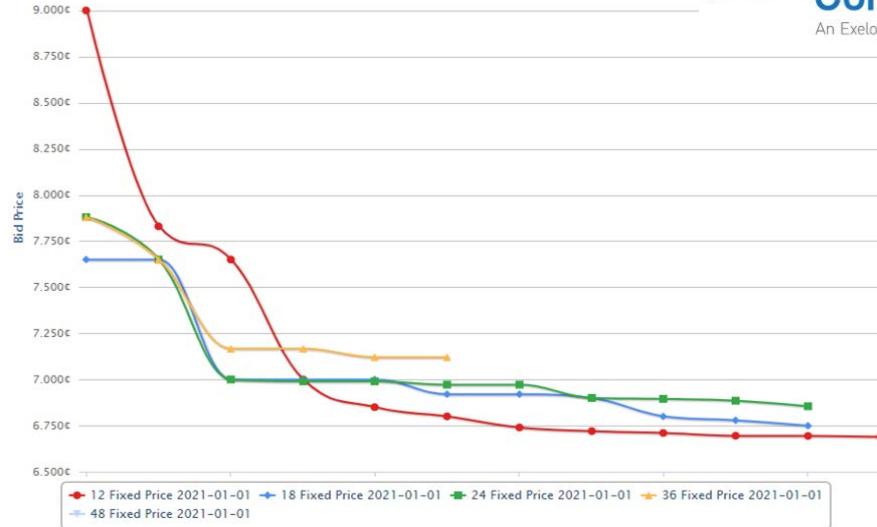
WESTCHESTER POWER: BID RESULTS & 2021 CONTRACT

BID RESULTS

Residential Standard
Supply



6.749 cents
for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.689c	6.749c	6.855c	7.121c	
Supplier	Constellation NewEnergy	Constellation NewEnergy	Constellation NewEnergy	Eligo Energy	

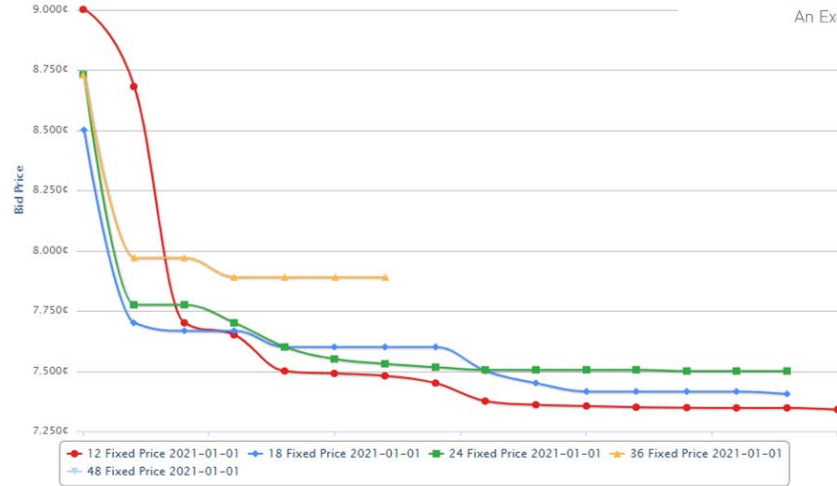


BID RESULTS

Residential Green Supply



7.405 cents
for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	7.340c	7.405c	7.500c	7.890c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

Current Bids					
Supplier	12 Month	18 Month	24 Month	36 Month	48 Month
Indra Energy	7.340c	7.600c	7.500c	7.890c	
Constellation NewEnergy	7.347c	7.405c	7.505c		
Eligo Energy	7.490c	7.667c	7.775c	7.970c	
Genie Energy	8.680c	8.500c	8.730c	8.730c	

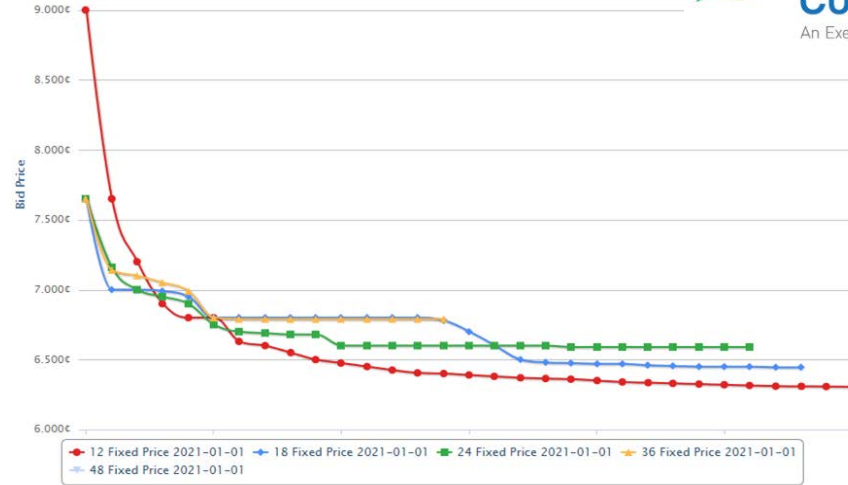


BID RESULTS

Commercial Standard
Supply



6.445 cents
for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.305c	6.445c	6.590c	6.790c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

Current Bids					
Supplier	12 Month	18 Month	24 Month	36 Month	48 Month
Indra Energy	6.305c	6.800c	6.590c	6.790c	
Constellation NewEnergy	6.307c	6.445c	6.600c		
Eligo Energy	6.500c	6.600c	6.700c	6.800c	
Genie Energy	7.200c	6.990c	7.160c	7.140c	

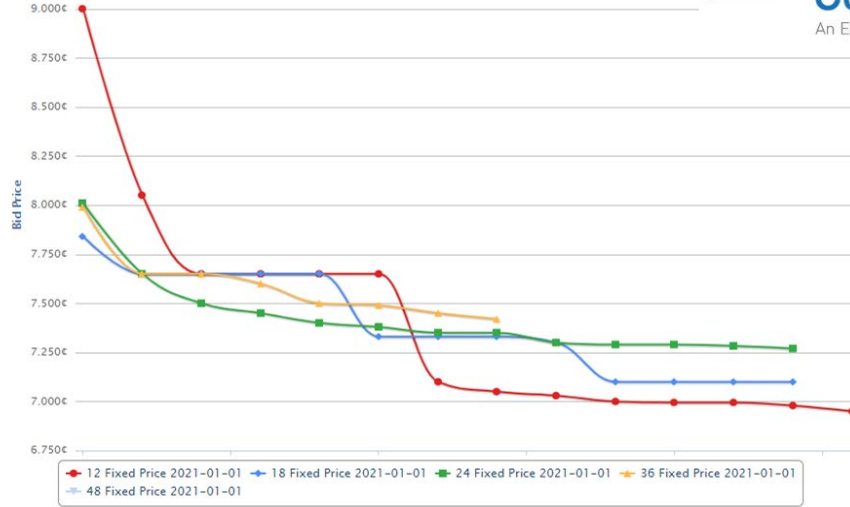


BID RESULTS

Commercial Green
Supply



7.100 cents
for 18 months



Best Bids					
	12 Month	18 Month	24 Month	36 Month	48 Month
Best Bid	6.950c	7.100c	7.270c	7.420c	
Supplier	Indra Energy	Constellation NewEnergy	Indra Energy	Indra Energy	

Current Bids					
Supplier	12 Month	18 Month	24 Month	36 Month	48 Month
Indra Energy	6.950c	7.330c	7.270c	7.420c	
Constellation NewEnergy	6.979c	7.100c	7.283c		
Eligo Energy	7.650c	7.650c	7.350c	7.450c	
Genie Energy	8.050c	7.840c	8.010c	7.990c	

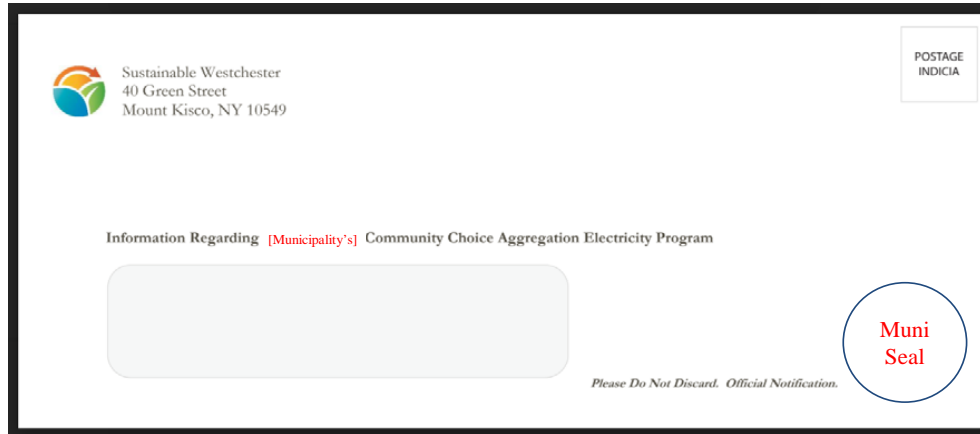


KEY DATES

NOVEMBER 4th — Notification Letters sent to Residents

NOVEMBER 9th – DECEMBER 9th — 30 Day Opt Out Period

JANUARY 1st — Enrollment begins



OPTING OUT & SWITCHING SUPPLY OPTIONS

Residents can opt out at *any time with no penalty*

POSTCARD — Sign and send back postmarked postcard

PHONE— Call our office (914) 242-4725 and we'll help you switch your supply option or opt out

ONLINE— www.sustainablewestchester.org/wp/

OUTREACH & EDUCATION

Outreach is ongoing and a robust emphasis on digital outreach that includes:



COUNTY & LOCAL PRESS



DIGITAL COLLATERAL & CONSUMER
EDUCATION VIDEO SERIES

sustainablewestchester.org/wp or
Sustainable Westchester Media on YouTube



SOCIAL MEDIA POSTING



VIRTUAL COMMUNITY EDUCATION SESSIONS
(transitioning to in person & events as allowable)



QUESTIONS? COMMENTS?

(914) 242- 4725

INFO@SUSTAINABLEWESTCHESTER.ORG





MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, September 21, 2020

Meeting held via Zoom Platform

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

Absent:

*****MOMENT OF SILENCE IN MEMORY OF RUTH BADER GINSBURG*****

8:15 P.M. - PUBLIC HEARING Public Hearing-CPD Energy Corp. (Mobil) Permit to place two Paraco Gas Propane Cylinder Exchange Cages

1. At 8:15 p.m. Public Hearing -DPD Energy Corp. (Mobil) Permit to place two Paraco Gas Propane Cylinder Exchange Cages.

Mayor read the Notice into the Record.

Rachel Sniffen from Paraco Gas was present to discuss the BBQ exchange cages. This a metal cage where the propane would be stored safely and locked so the public does not have access to it.

At 8:33 p.m. Trustee Edelstein: Resolved that this public hearing be closed for the proposed permit to place two Paraco Gas propane cylinder exchange cages at 891 Saw Mill River Road. **Seconded by Trustee D'Emilio 5-0-0**

1. **ANNOUNCEMENT OF EXIT SIGNS**

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES:

3.1 September 8, 2020 Meeting Minutes

Moved by Trustee DiJusto Seconded by Trustee Yager and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, September 8, 2020 as submitted.

4. DEPARTMENT REPORTS

1. LEGAL

- 1.a Village Attorney Robert Ponzini stated there is nothing to report and has been working with staff on various ongoing items.

2. MANAGER

- 2.a Village Manager's Report September 21, 2020-Village Manager Meredith Robson read the following report:

1. **CENSUS:** Census responses are due by September 30th. Please do your part and complete the form as soon as possible! Census counts may make a huge difference in potential federal funding opportunities and representation. We are asking for pictures of our village for each of our last 9 days to use in our remaining census posts. Please join us!
2. **CON EDISON GAS LINE PROJECT:** We have posted an updated project schedule from Con Ed on our website and continue to work through a variety of issues with Con Ed.
3. **ROADWORK:** As most people know, we have begun our curbing work in preparation of this year's milling and paving work. We have put out information on a number of occasions and I want to take this opportunity to remind the community that road improvements will include concrete curbing and any Belgian Block curbing in the public right-of-way will be removed. The Board of Trustees has not yet been asked to authorize the milling and pavement contract for this year because we are still trying to work with Con Ed on the ultimate paving of Ashford Avenue. We anticipate that the Board will act on this authorization at the meeting on October 5th.

3. TREASURER

3.a Abstract Report September 21, 2020

Village Manager Meredith Robson read the Treasurer's Report for September 21, 2020.

Village Manager Robson stated that the bills for the past two weeks totaled as follows: From the General Fund: \$173,293.71; from the Sewer Fund: \$7.80; from the Trust & Agency fund: \$2,296.75 and from the Capital Fund: \$13,000.00

Moved by Trustee Yager, Seconded by Trustee Edelstein 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: \$173,293.71; from the Sewer Fund: \$7.80; from the Trust & Agency Fund: \$2,296.75.00 and from the Capital Fund: \$13,000.00.

4. BUILDING

4.a July & August 2020 Building Department Reports

Building Inspector, Larry Tomasso provided the Board with combined totals from the July & August 2020 Building Department Reports:

- 27 Building permits
- 27 Application fees
- 9 Certificates of Occupancy
- 15 Plumbing permits
- 15 Electrical permits
- 15 Title Searches
- 2 Miscellaneous

Total received - \$21,429.00

Other activities-

- 105 Building inspections
- 31 Zoning inspection
- 19 Violations
- 3 Warnings

[August 2020 Building Department Report](#)

[July 2020 Building Department Report](#)

5. FIRE

5.a July & August 2020 Fire Department Reports

Fire Chief Padraic Murray provided the Board with the following totals for July 2020

- 22 Alarms for the month of July
- July 2,9,16,23 & 30 The Department held weekly drills.
- July 23 Chiefs Murray, Mancini & Podalski attended a Zoom B-14 Chiefs Meeting

Totals for August 2020

- 33 Alarms for the month of August
- August 6, 13, 20 & 27 The Department held our weekly drills.

[August 2020 Fire Department Report](#)

[August 2020 Training Officer's Report](#)

[July 2020 Fire Department Monthly Report](#)

[July 2020 Training Officer's Report](#)

6. POLICE

6.a July & August 2020 Police Department Reports

Chief Piccolino reported the following activities for July 2020:

- Court fine and fees - \$8,028.00.
- Property lost or stolen - \$30,401.00
- Alarm fines and fees - \$160.00
- Meter collection - \$1,446.45
- 9 Traffic Accidents
- 5 Arrests
- 202 Calls for Service
- 25 Investigations
- 1 Impoundment
- 82 summonses issued

August 2020

- Property lost or stolen - \$733.00
- Courts fines and fees - \$17,309.00
- Alarm fines and fees - \$40.00
- Meter collection - \$1,871.60
- 5 Traffic Accidents
- 8 Arrests
- 262 Calls for Service
- 14 Investigations
- 1 Impoundment
- 93 summonses issued

Training in July:

-5 Hours of use of force training

Training in August

-94 Hours of defensive tactics, implicit bias, police reform, CPR, legal updates and Live scan training.

Westchester County biggest crime right now is stolen cars. Chief Piccolino reminded residents to lock their cars and do not leave key fobs in the car.

Coffee with a Cop event was a success!

[August 2020 Police Department Report](#)

[July 2020 Police Department Report](#)

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Our former Clerk, Barbara Berardi's Father passed away this week and we send our condolences to the family.
- Attended Coffee with a Cop which was a great event!
- Attending the COVID County calls every Monday afternoon.

7.b Trustee DiJusto:

Did not have anything to report.

Trustee Yager:

Did not have anything to report.

Trustee D'Emilio announced the following:

- SAYF Coalition is putting together a series of speakers regarding substance abuse. The first session will be on Wednesday, 9/23/2020. Please register at www.know2prevent.org

Trustee Edelstein announced the following:

- Attended Coffee with a Cop-excellent turn out!
- Attended the Senior BBQ and thanked Nick & Trish for putting that event together.
- Recreation Commission will be meeting tomorrow to work on future events.
- Movie in the Park will take place on 9/26/2020 at Pascone Park and the Movie is Zootopia. Please email Trish at placy@ardsleyvillage.com

8. COMMITTEE & BOARD REPORTS

5. VISITORS

- 5.1 Resident Theresa DelGrosso and Chief Piccolino spoke about an upcoming event, National Drug Give back Day will take place on October 24th 10:00 a.m. -2:00 p.m. in front of Village Hall, 507 Ashford Ave.

6. OLD BUSINESS:

- 6.1 Consider a Resolution to Approve the Permit to Place Two Paraco Gas Propane Cylinder Exchange Cages at 891 Saw Mill River Road

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 place two Paraco gas propane cylinder exchange cages at 891 Saw Mill River as presented by the applicant.

Subject to the following conditions:

1. A building permit will not be issued until compliance with the New York State Uniform Fire Prevention and Building Code is verified.
2. Annual inspection and certification by the Fire Inspector is required.
3. The facility must be maintained and operated in compliance with all applicable codes and NFPA guidelines.
4. Limit the number of full and empty tanks on the premises to a total of 60.
5. No filling or repairing of the tanks on the premises.
6. All signage must be approved by the BAR. No banners, flags, freestanding signs, window signs or temporary signs will be permitted.

7. NEW BUSINESS:

- 7.1 Consider a Resolution Declaring Lead Agency and Scheduling a Public Hearing for Wells Fargo Bank Lighting Plan, 921 Saw Mill River Road

Moved by Trustee D'Emilio, Seconded by Trustee DiJusto 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 replace the site lighting on the building and in the parking lot located at 921 Saw Mill River Road (Wells Fargo Bank).
BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, October 5, 2020 at 8:15 p.m. to discuss the proposed permit.

- 7.2 Consider a Resolution to Approve Terms and Conditions of Employment for the

General Foreman

Moved by Trustee DiJusto, Seconded by Trustee Yager and passed unanimously.

WHEREAS, Richard Thompson retired as General Foreman of the Department of Public Works (“DPW”) for the Village of Ardsley (“Village”) at or about the end of June, 2020; and

WHEREAS, the Village has conducted a comprehensive employment search to fill the full-time position of General Foreman in the DPW; and

WHEREAS, the Village’s employment search identified a candidate for the position of DPW General Foreman that meets the criteria desired by the Village; and

WHEREAS, the Village Manager has appointed David DiGregorio of Cold Spring, New York as the DPW’s General Foreman, effective October 1, 2020, subject to, and conditioned upon, the approval of the Westchester County Department of Human Resources (“Civil Service”) and in accordance with Civil Service’s Rules; and

WHEREAS, the Village Manager and Village Board of Trustees (“Board”) wish to establish Mr. DiGregorio’s salary and other terms and conditions of employment as General Foreman in the DPW,

NOW, THEREFORE, BE IT RESOLVED that, in accordance with New York State Civil Service Law and Civil Service’s Rules, Mr. DiGregorio shall serve an initial probationary period of fifty-two (52) weeks as General Foreman in the DPW.

BE IT FURTHER RESOLVED that Mr. DiGregorio’s position shall not be part of any bargaining unit of Village employees; and Mr. DiGregorio’s position shall be classified as overtime Exempt under the Fair Labor Standards Act (he shall not receive overtime pay or compensatory time); and Mr. DiGregorio shall be required to work such hours as deemed necessary to properly carry out the duties and job responsibilities of General Foreman, which may include, for example, evening Board meetings, but that Mr. DiGregorio’s general hours of work shall be Monday through Friday, 7:00 a.m. – 3:00 p.m.

BE IT FURTHER RESOLVED that Mr. DiGregorio’s annual salary as General Foreman shall be \$140,000.00, until such time as his annual salary may be adjusted by the Board.

BE IT FURTHER RESOLVED that Mr. DiGregorio shall also be afforded those terms and conditions of employment set forth in the Village’s Revised Non-Union Village Employee Personnel Policy (released and effective October 21, 2013) (“Policy”), and as such Policy may be amended by the Village, except as follows: (1.) Mr. DiGregorio shall be entitled to fifteen (15) workdays of vacation each fiscal year, until such time as he becomes entitled to more vacation in accordance with the Policy; and (2.) Mr. DiGregorio shall not be entitled to the dismissal provisions set forth in Section 10.3 of the Policy, or any similar dismissal rights set forth elsewhere in the Policy, but rather shall serve at the pleasure of the Village Manager, subject to New York Civil Service Law; and (3.) Mr. DiGregorio will be subject to Section 10.1

of the Policy but must give forty-five (45) days' notice of resignation, rather than thirty (30) days' notice of resignation.

BE IT FURTHER RESOLVED that, Mr. DiGregorio shall be subject to the Village's employment rules, policies (*e.g.*, unlawful harassment and discrimination) and/or handbook while employed as General Foreman.

BE IT FURTHER RESOLVED that, other than those payments and benefits specifically set forth in this Resolution, Mr. DiGregorio shall not be entitled to any additional payments or benefits from the Village, unless required by law (*e.g.*, New York State Employees Retirement System pension payments); and

BE IT FURTHER RESOLVED that nothing in this Resolution shall be deemed to create a binding employment contract or agreement between the Village and Mr. DiGregorio.

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. NEXT BOARD MEETING: October 5, 2020

Village Clerk, Ann Marie Rocco
9/24/2020

ABSTRACT FOR VILLAGE BOARD MEETING OF OCTOBER 5th, 2020

<u>GENERAL FUND</u>	<u>\$101,991.68</u>
<u>TRUST & AGENCY FUND</u>	<u>\$18,504.97</u>
<u>CAPITAL FUND</u>	<u>\$182,259.88</u>
<u>SEWER FUND</u>	<u>\$0.00</u>

ABSTRACT FOR VILLAGE BOAD MEETING OF OCTOBER 5TH, 2020			
Date	Vendor Name	Description	Amount
9/22/2020	3D WALLAUER	304227, 304226 Glue, Tape	8.59
9/22/2020	3D WALLAUER	304227, 304226 Glue, Tape	6.99
9/24/2020	AIRGAS	Cylinder Rental	91.96
10/2/2020	AMERITAS LIFE INSURANCE CORP	October Dental Premium	5,853.88
9/24/2020	ARGENTO AND SONS INC	Light Bar	160.36
9/24/2020	ATLANTIC SALT INC	Salt Storage	277.69
5/31/2020	AUTO EXCLUSIVE	Repair HW Car 1	2,890.00
9/21/2020	AWARD COMPANY OF AMERICA	DIY Plaque Walnut	50.00
10/2/2020	BOND SCHOENECK & KING	Legal Services	500.00
10/2/2020	BP	Fuel 8/28-9/27/20	82.06
10/2/2020	CHRISTIAN BELIEVER'S CHURCH	REFUND OF CC RENTAL	525.00
9/24/2020	CON EDISON	Usage for 8-7 to 9-8	34.70

9/21/2020	CORSI TIRE	12 Tires	2,206.98
9/25/2020	COUNTY TOWING & COMMERCIAL TOW	Car 2012 Battery and Towing	721.92
9/17/2020	D.P. WOLFF INC	PM for HVAC System	562.23
10/2/2020	Dragon Rescue Management, Inc.	Firefighter 2 Class	1,400.00
10/2/2020	Dragon Rescue Management, Inc.	Truck Company Class	400.00
1/13/2020	FUNDAMENTAL BUSINESS SERVICE I	parking receivable	289.50
9/8/2020	FUNDAMENTAL BUSINESS SERVICE I	Parking	118.50
9/8/2020	FUNDAMENTAL BUSINESS SERVICE I	Parking	111.00
9/8/2020	FUNDAMENTAL BUSINESS SERVICE I	Parking	259.50
9/24/2020	GABRIELLI TRUCK SALES LTD	Seat and Cover	143.49
9/24/2020	GABRIELLI TRUCK SALES LTD	Seat and Cover	383.23
9/29/2020	GAINES NOVICK PONZINI COSSU &	Professional Services inv28207	460.00
6/11/2020	GEORGE MALONE	direct public and govt access	791.45
6/11/2020	GRADE A PETROLEUM CORP	Motor Oil	228.00
9/25/2020	HUDSON VALLEY FIRE EQUIPMENT L	E-164 PMP	5,602.08
9/25/2020	IACP	Reference material subscription	525.00
10/1/2020	MEREDITH ROBSON	Cell 10/20 Reimbursement	79.00
9/1/2020	MONTE PRESS INC.	2nd form of ID SAYF Coalition	295.00
9/17/2020	NATHANS PRINTING EXPRESS	signs for softball repair	300.00
9/21/2020	NATIONAL GEAR & PISTON	Safety & Emission Inspections	770.00
9/21/2020	NATIONAL GEAR & PISTON	Safety & Emission Inspections	520.00
9/25/2020	NEW YORK STATE THRUWAY AUTHORI	EZ pass to sell to residents	525.00
9/30/2020	NYS ASSOC CITY/VILL CLERK	RMC app for certification	60.00
9/28/2020	OPTIMUM	07869961139024, 9-23 to 10-22	16.84
9/25/2020	ORTIZ WELDING	Bushing,Links & Steel	285.00
9/25/2020	ORTIZ WELDING	Bushing,Links & Steel	395.00
9/21/2020	PARTS AUTHORITY	Torch,Brake clean,PB Blast	132.08
9/21/2020	PARTS AUTHORITY	Torch,Brake clean,PB Blast	109.36
9/24/2020	PAUL BUNYAN TREE SERVICE	Tree Removal	4,175.00
9/24/2020	PAYLOCITY	inv 107080925	838.50
10/2/2020	PITNEY BOWES	Leasing Fee	297.00
9/24/2020	PROSPERO NURSERY	Fall Plants	195.50
9/22/2020	READERS HARDWARE INC	SW Outreach AHS Env Sci activi	109.44
9/25/2020	READERS HARDWARE INC	Nuts, bolts screws	87.64
9/25/2020	READERS HARDWARE INC	Nuts, bolts screws	20.98
9/30/2020	READERS HARDWARE INC	tarp, inv 946879	41.59

9/24/2020	RED'S AUTO & TRUCK PARTS	Bearing, Sprocket	317.31
10/2/2020	RICHARD THOMPSON	Services for Sept 2020	12,345.36
10/2/2020	RICHARD THOMPSON	Services for Sept 2020	1,600.71
10/2/2020	ROBERT PONZINI	Oct monthly premium	5,833.00
9/24/2020	SAW MILL STONE & MASONRY SUPPL	Mortar	15.60
5/29/2020	SCARSDALE FORD INC.	inv 83146	11.00
7/13/2020	Simulator Systems International	SAYF Coalition Driving Simulator	18,850.00
9/24/2020	STANDARD INSURANCE COMPANY	October, Policy 00 445100 0001	978.25
9/24/2020	STATE COMPTROLLER	August 2020 fines and fees	11,103.89
1/13/2020	STUDENT ASSISTANCE SERVICE COR	Support for SAYF Coalition	1,656.25
10/1/2020	STUDENT ASSISTANCE SERVICE COR	Youth Advocate 2020-21	7,548.75
9/30/2020	THE RIVERTOWNS ENTERPRISE	9/16/20 Joint Meeting	14.45
9/25/2020	TMDE CALIBRATION LABS INC	Radar units calibrated	430.00
9/23/2020	TOLLS BY MAIL PAYMENT CENTER	17421815793,17428838780	4.00
9/23/2020	TOLLS BY MAIL PAYMENT CENTER	17421815793,17428838780	4.00
9/28/2020	TOLLS BY MAIL PAYMENT CENTER	Toll Bill 17421052197	22.50
9/25/2020	TRIDENT PROFESSIONAL SERVICES	Camera Work	600.00
9/25/2020	UNITED OVERHEAD DOOR CORP.	Fix L-50 and E-164 garage door	386.76
9/28/2020	VERIZON	914-478-3717 9-22 to 10-21	27.51
9/28/2020	VERIZON	9144783618068 9-22 to 10-21	32.58
9/25/2020	VERIZON WIRELESS	Usage for 8-13 to 9-12	495.25
10/1/2020	VERIZON WIRELESS	Aug 24 - Sept 23	6.36
6/18/2020	W.B. MASON CO. INC.	copy paper, protection sheets	185.34
6/18/2020	W.B. MASON CO. INC.	bags, c-folds inv 214135721	158.14
9/28/2020	WESTCHESTER COUNTY DEF	August Tipping Fee	5,427.63
		GENERAL FUND TOTAL	101,991.68

10/2/2020	7 Shady Road, LLC	Cash bond refund-7 Shady LLC	5,000.00
10/2/2020	4 Shady Road, LLC	Cash Bond refund-4 Shady Rd	5,000.00
9/30/2020	Woodard & Curran Engineering	R. Mohring-Fairmont inv180959	648.50
10/2/2020	4 Shady Road, LLC	Escrow deposit refund	6,368.72
9/30/2020	Woodard & Curran Engineering	55 Ridge Rd inv 180508	1,487.75
		TRUST & AGENCY FUND TOTAL	18,504.97

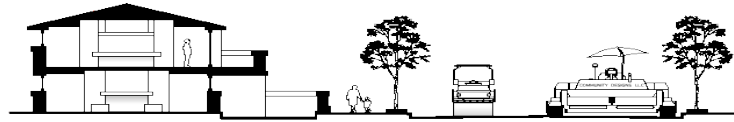
10/2/2020	WESTON & SAMPSON	Services thru Aug-DPW garage	118,100.10
9/23/2020	Idemia Identity & Security USA	Livescan for PD	22,800.00

9/11/2020	GREENER WORLD LANDSCAPE MAINTENANCE	Pascone Park softball improvements	8,000.00
9/25/2020	SPORT TECH CONSTRUCTION CORP	Tennis Court App #5	33,359.78
		CAPITAL FUND TOTAL	182,259.88
		SEWER FUND TOTAL	\$0.00

**RESOLUTION TO CLOSE AND ABANDON
EMINENT DOMAIN PUBLIC HEARING**

Be it RESOLVED, that the Board of Trustees of the Village of Ardsley hereby closes the Public Hearing opened on June 15, 2020 with respect to a proposed Eminent Domain taking at 775 Saw Mill River Road and 800 Saw Mill River Road, Village of Ardsley, New York, and

Be it FURTHER RESOLVED, that the Board of Trustees of the Village of Ardsley abandons such proposed Eminent Domain proceeding, as presently proposed, and continues its authorization of the Village Manager to negotiate any permanent and/or temporary easements with such property owners as may be desirable or required to allow the sidewalk, fencing, and stabilization public improvement project to move forward.



COMMUNITY DESIGNS
ENGINEERING D.P.C.

CDESIGNSENGINEERING@GMAIL.COM

439 White Plains Rd.

Phone: 914-346-5616

Eastchester, NY 10709

Fax: 914-352-0114

September 25th, 2020

TO: Village of Ardsley- Board of Trustees

CC: Larry J. Tomasso, Building Inspector.

Project Address: McDowell Park: Ardsley Little League

377 Heatherdell Rd Ardsley, N.Y. 10502

Section: 6.60 **Block:** 39 **Lot(s):** 18&19 **Zone:** R-1

The applicants of the Ardsley Little League are seeking approval for field improvements, alterations, and updates to the related field structures proposed in the attached drawings. The ultimate objective the applicants wish to create is too have increased use options, spectator viewing, and condition upgrades to the current Field 2. Currently Field 1 hosts the little leagues premiere games, with its outfield distance necessary to do so. Due to the proximity to Field 1 and the property line as well as Heatherdell Road, creating certain desired features such as optimal spectator viewing, dugouts, and a future press box makes it very problematic.

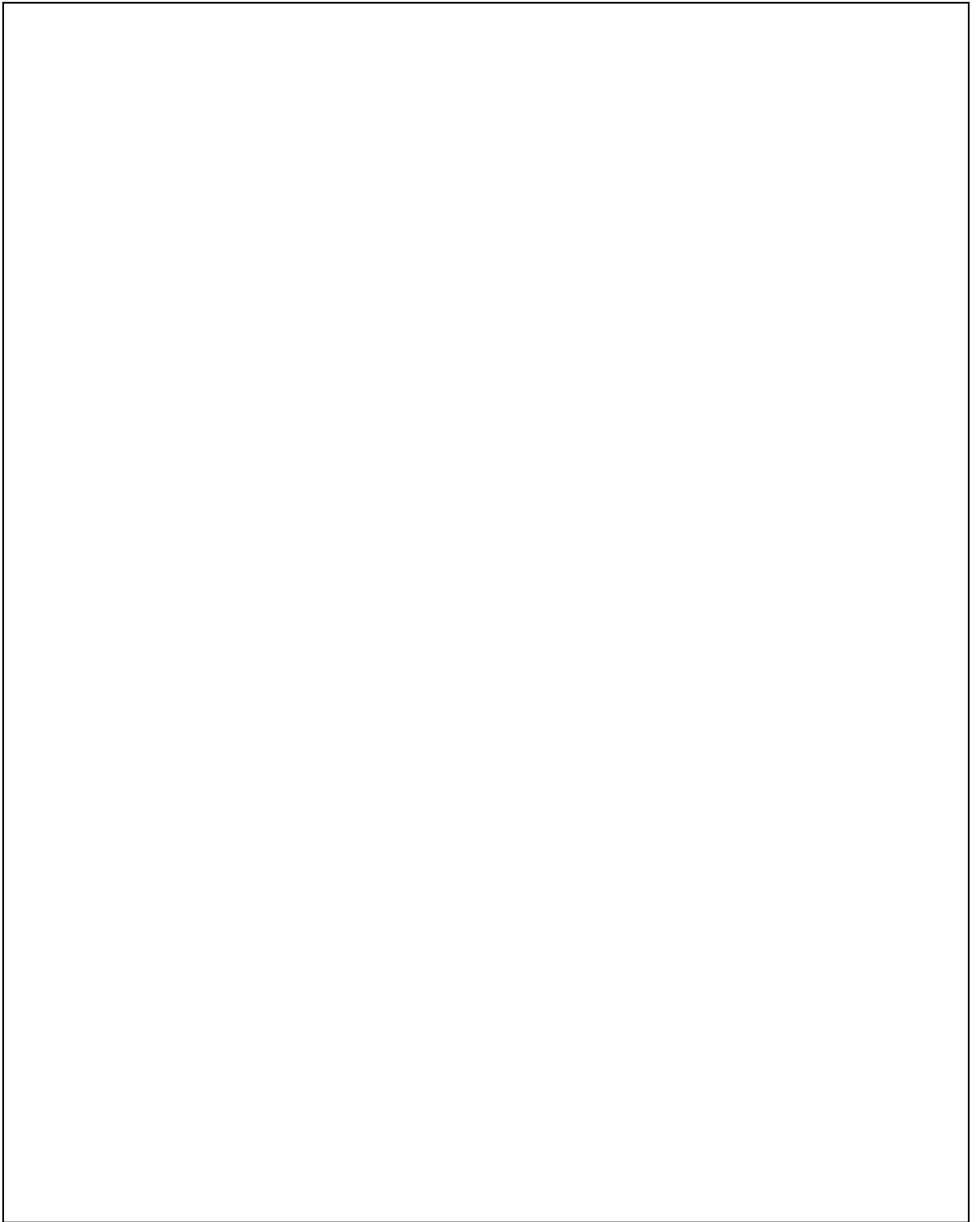
In our proposed design we wish to create key updates to Field 2 by extending the outfield to an increased length of 200ft in order to expand the program for 12/13 year olds, while allowing more premiere games to be held on Field 2. Field 2 as well has a more preferable spectator viewing experience with room to expand in the future as well for a potential press box. In doing so we are proposed new fencing around field 2 as well as the current t-ball field to be repositioned. An interlocking retaining wall is proposed along the east end of field 2 which also serves as an access path to the t-ball field, batting cages, and spectator viewing for the t-ball field. Along the new retaining wall certain trees as designated in the attached tree removal plan are proposed to be removed as well as other invasive plantings around the t-ball spectator stands to create a more suitable and comfortable area for viewing games. In its current location the existing dugouts for field 2 will be removed and replaced with new dugouts as proposed. The t-ball field's home plate relocation will also be improved with new dugouts relocated as per plans. Minor site improvements will also take place with field condition improvements, fencing, spectator stands, and painting.

Please feel free to contact the undersigned, should you have any questions or concerns about the application prior to the meeting.

Sincerely,

Adamo Maiorano

ADAMO MAIORANO
B. ARCH, ASSOC. AIA

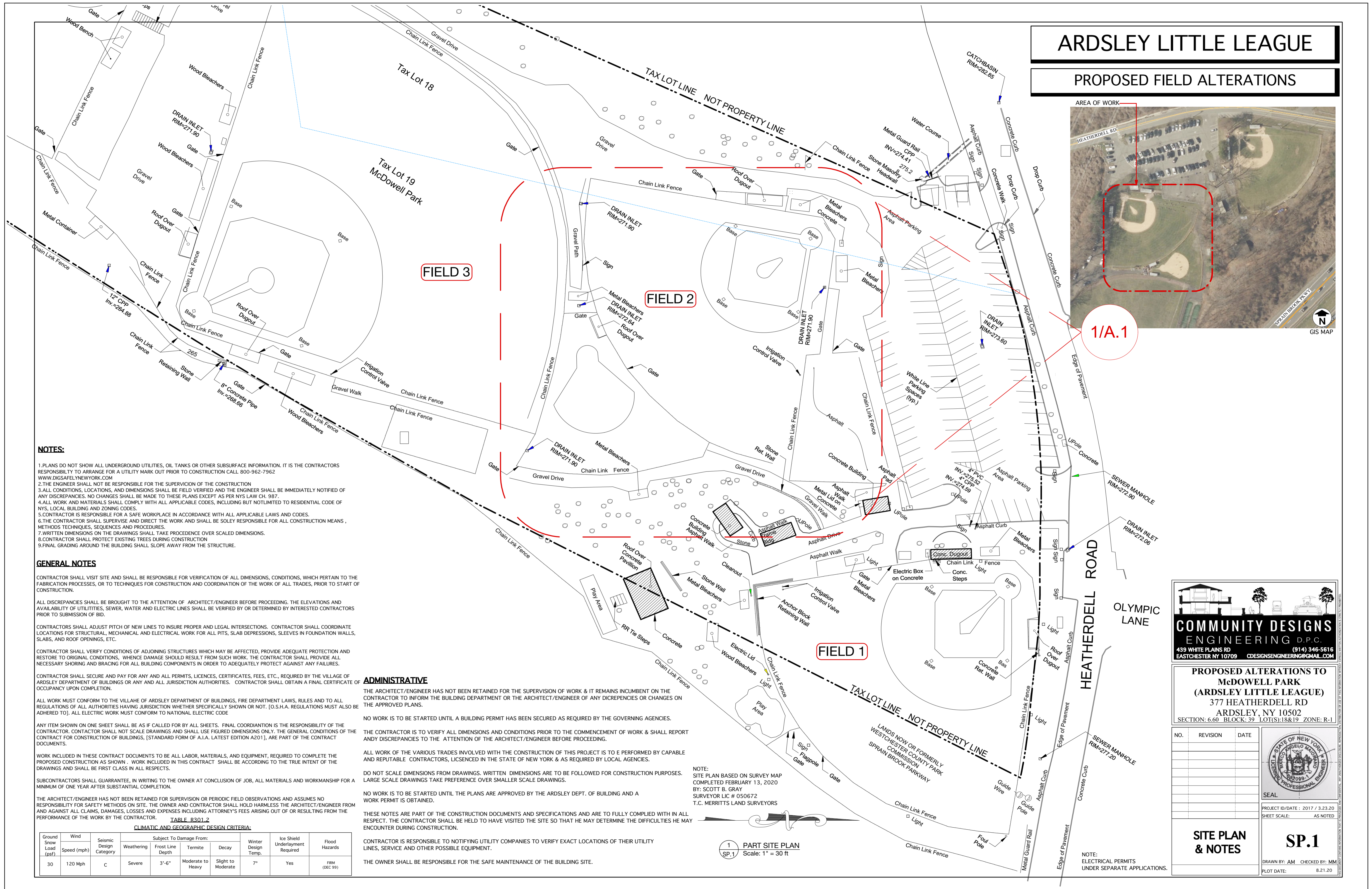


ARDSLEY LITTLE LEAGUE

PROPOSED FIELD ALTERATIONS



1/A.1



NOTES:

- PLANS DO NOT SHOW ALL UNDERGROUND UTILITIES, OIL TANKS OR OTHER SUBSURFACE INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR A UTILITY MARK OUT PRIOR TO CONSTRUCTION CALL 800-962-7962 WWW.DIGSAFELYNEWYORK.COM
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SUPERVISION OF THE CONSTRUCTION
- ALL CONDITIONS, LOCATIONS, AND DIMENSIONS SHALL BE FIELD VERIFIED AND THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY DISCREPANCIES. NO CHANGES SHALL BE MADE TO THESE PLANS EXCEPT AS PER NYS LAW CH. 987.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO RESIDENTIAL CODE OF NYS, LOCAL BUILDING AND ZONING CODES.
- CONTRACTOR IS RESPONSIBLE FOR A SAFE WORKPLACE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND CODES.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES.
- WRITTEN DIMENSIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- CONTRACTOR SHALL PROTECT EXISTING TREES DURING CONSTRUCTION
- FINAL GRADING AROUND THE BUILDING SHALL SLOPE AWAY FROM THE STRUCTURE.

GENERAL NOTES

CONTRACTOR SHALL VISIT SITE AND SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, CONDITIONS, WHICH PERTAIN TO THE FABRICATION PROCESSES, OR TO TECHNIQUES FOR CONSTRUCTION AND COORDINATION OF THE WORK OF ALL TRADES, PRIOR TO START OF CONSTRUCTION.

ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF ARCHITECT/ENGINEER BEFORE PROCEEDING. THE ELEVATIONS AND AVAILABILITY OF UTILITIES, SEWER, WATER AND ELECTRIC LINES SHALL BE VERIFIED BY OR DETERMINED BY INTERESTED CONTRACTORS PRIOR TO SUBMISSION OF BID.

CONTRACTORS SHALL ADJUST PITCH OF NEW LINES TO INSURE PROPER AND LEGAL INTERSECTIONS. CONTRACTOR SHALL COORDINATE LOCATIONS FOR STRUCTURAL, MECHANICAL AND ELECTRICAL WORK FOR ALL PITS, SLAB DEPRESSIONS, SLEEVES IN FOUNDATION WALLS, SLABS, AND ROOF OPENINGS, ETC.

CONTRACTOR SHALL VERIFY CONDITIONS OF ADJOINING STRUCTURES WHICH MAY BE AFFECTED. PROVIDE ADEQUATE PROTECTION AND RESTORE TO ORIGINAL CONDITIONS, WHENEVER DAMAGE SHOULD RESULT FROM SUCH WORK. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING AND BRACING FOR ALL BUILDING COMPONENTS IN ORDER TO ADEQUATELY PROTECT AGAINST ANY FAILURES.

CONTRACTOR SHALL SECURE AND PAY FOR ANY AND ALL PERMITS, LICENCES, CERTIFICATES, FEES, ETC., REQUIRED BY THE VILLAGE OF ARDSLEY DEPARTMENT OF BUILDINGS OR ANY AND ALL JURISDICTION AUTHORITIES. CONTRACTOR SHALL OBTAIN A FINAL CERTIFICATE OF OCCUPANCY UPON COMPLETION.

ALL WORK MUST CONFORM TO THE VILLAGE OF ARDSLEY DEPARTMENT OF BUILDINGS, FIRE DEPARTMENT LAWS, RULES AND TO ALL REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION WHETHER SPECIFICALLY SHOWN OR NOT. (O.S.H.A. REGULATIONS MUST ALSO BE ADHERED TO). ALL ELECTRIC WORK MUST CONFORM TO NATIONAL ELECTRIC CODE

ANY ITEM SHOWN ON ONE SHEET SHALL BE AS IF CALLED FOR BY ALL SHEETS. FINAL COORDINATION IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOT SCALE DRAWINGS AND SHALL USE FIGURED DIMENSIONS ONLY. THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION OF BUILDINGS, [STANDARD FORM OF A.A.A. LATEST EDITION A201], ARE PART OF THE CONTRACT DOCUMENTS.

WORK INCLUDED IN THESE CONTRACT DOCUMENTS TO BE ALL LABOR, MATERIALS, AND EQUIPMENT, REQUIRED TO COMPLETE THE PROPOSED CONSTRUCTION AS SHOWN. WORK INCLUDED IN THIS CONTRACT SHALL BE ACCORDING TO THE TRUE INTENT OF THE DRAWINGS AND SHALL BE FIRST CLASS IN ALL RESPECTS.

SUBCONTRACTORS SHALL GUARANTEE, IN WRITING TO THE OWNER AT CONCLUSION OF JOB, ALL MATERIALS AND WORKMANSHIP FOR A MINIMUM OF ONE YEAR AFTER SUBSTANTIAL COMPLETION.

THE ARCHITECT/ENGINEER HAS NOT BEEN RETAINED FOR SUPERVISION OR PERIODIC FIELD OBSERVATIONS AND ASSUMES NO RESPONSIBILITY FOR SAFETY METHODS ON SITE. THE OWNER AND CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT/ENGINEER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK BY THE CONTRACTOR.

TABLE B301.2

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA:

Ground Snow Load (psf)	Wind Speed (mph)	Seismic Design Category	Subject To Damage From:				Winter Design Temp.	Ice Shield Underlayment Required	Flood Hazards
			Weathering	Frost Line Depth	Termites	Decay			
30	120 Mph	C	Severe	3'-6"	Moderate to Heavy	Slight to Moderate	7°	Yes	IRM (DEC 99)

ADMINISTRATIVE

THE ARCHITECT/ENGINEER HAS NOT BEEN RETAINED FOR THE SUPERVISION OF WORK & IT REMAINS INCUMBENT ON THE CONTRACTOR TO INFORM THE BUILDING DEPARTMENT OR THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CHANGES ON THE APPROVED PLANS.

NO WORK IS TO BE STARTED UNTIL A BUILDING PERMIT HAS BEEN SECURED AS REQUIRED BY THE GOVERNING AGENCIES.

THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO THE COMMENCEMENT OF WORK & SHALL REPORT ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING.

ALL WORK OF THE VARIOUS TRADES INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT IS TO BE PERFORMED BY CAPABLE AND REPUTABLE CONTRACTORS, LICENSED IN THE STATE OF NEW YORK & AS REQUIRED BY LOCAL AGENCIES.

DO NOT SCALE DIMENSIONS FROM DRAWINGS. WRITTEN DIMENSIONS ARE TO BE FOLLOWED FOR CONSTRUCTION PURPOSES. LARGE SCALE DRAWINGS TAKE PREFERENCE OVER SMALLER SCALE DRAWINGS.

NO WORK IS TO BE STARTED UNTIL THE PLANS ARE APPROVED BY THE ARDSLEY DEPT. OF BUILDING AND A WORK PERMIT IS OBTAINED.

THESE NOTES ARE PART OF THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS AND ARE TO BE FULLY COMPLIED WITH IN ALL RESPECTS. THE CONTRACTOR SHALL BE HELD TO HAVE VISITED THE SITE SO THAT HE MAY DETERMINE THE DIFFICULTIES HE MAY ENCOUNTER DURING CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE TO NOTIFY UTILITY COMPANIES TO VERIFY EXACT LOCATIONS OF THEIR UTILITY LINES, SERVICE AND OTHER POSSIBLE EQUIPMENT.

THE OWNER SHALL BE RESPONSIBLE FOR THE SAFE MAINTENANCE OF THE BUILDING SITE.

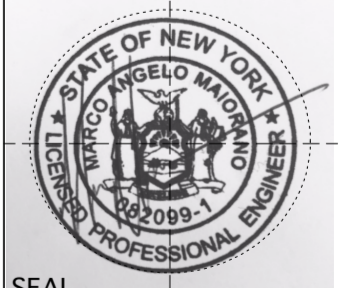
NOTE:
SITE PLAN BASED ON SURVEY MAP COMPLETED FEBRUARY 13, 2020 BY: SCOTT B. GRAY SURVEYOR LIC # 050672 T.C. MERRITTS LAND SURVEYORS

1 PART SITE PLAN
SP.1 Scale: 1" = 30 ft

COMMUNITY DESIGNS ENGINEERING D.P.C.
439 WHITE PLAINS RD EASTCHESTER NY 10709 (914) 346-5616 CDESIGNSENGINEERING@GMAIL.COM

PROPOSED ALTERATIONS TO McDOWELL PARK (ARDSLEY LITTLE LEAGUE)
377 HEATHERDELL RD ARDSLEY, NY 10502 SECTION: 6.60 BLOCK: 39 LOT(S): 18 & 19 ZONE: R-1

NO.	REVISION	DATE



SITE PLAN & NOTES

SP.1

DRAWN BY: AM CHECKED BY: MM
PLOT DATE: 8.21.20

NOTE: ELECTRICAL PERMITS UNDER SEPARATE APPLICATIONS.

FOUNDATIONS:
 1- ALL FOOTINGS ARE TO REST ON UNDISTURBED SOIL HAVING A MIN. BEARING CAPACITY OF 2 TONS PER SQ. FT.
 2- EDGES OF FOOTINGS SHALL NOT BE PLACED AT A GREATER THAN 1 VERTICAL TO 4 HORIZONTAL SLOPE WITH RESPECT TO ANY OTHER ADJACENT FOOTINGS.

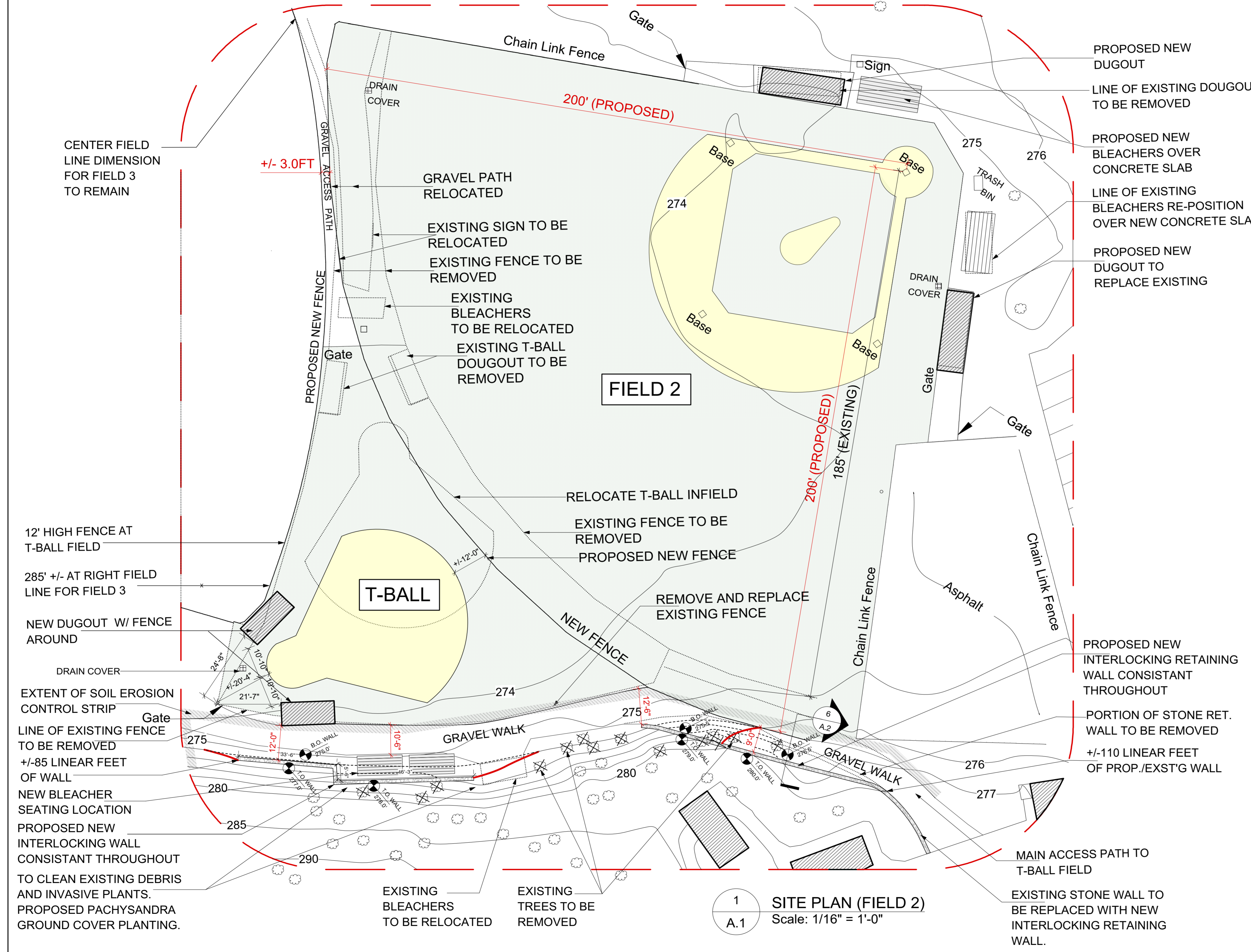
CONCRETE:
 1- ALL CONCRETE SHALL BE STONE AGGREGATE CONCRETE WITH AN ULTIMATE COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS. (UNLESS OTHERWISE SPECIFIED)
 2- WELDED WIRE FABRIC SHALL HAVE AN ULTIMATE STRENGTH OF 70,000 PSI.
 3- ALL STEEL REINFORCEMENT SHALL BE DEFORMED ACCORDING TO ASTM-A615, GRADE 60 AND SHALL HAVE A YIELD POINT OF 40,000 PSI.

1- CONCRETE BLOCK SHALL CONFORM TO ASTM C-145, GRADE N-1.
 2- MORTAR SHALL CONFORM TO ASTM C-270 TYPE "M".
 3- NO VINYLIDENE CHLORIDE OR ANY UNAPPROVED CURING ADMIXTURE SHALL BE ALLOWED IN MORTAR MIXTURE.
 4- PROVIDE GALV. HORIZONTAL REINFORCEMENTS AT EVERY COURSE JOINT.

STEEL NOTES
 1- ALL STRUCTURAL STEEL SHALL CONFORM WITH AISC SPECIFICATIONS FOR STRUCTURAL STEEL FOR BUILDINGS, AND SHALL BE BASED ON ASTM-A36 WITH MINIMUM YIELD POINT OF 36,000PSI.
 2- ALL CONNECTION MATERIAL SHALL CONFORM TO ASTM REQUIREMENTS:
 A) HIGH STRENGTH BOLTS : A325.
 B) WELDING ELECTRODES : AWS-A5.1, E70 SERIES.
 C) BOLTS SHALL BE 3/4" DIAMETER.
 D) OPEN HOLES SHALL BE 13/16" DIAMETER, UNLESS OTHERWISE INDICATED.
 3- ALL WELDING SHALL BE DONE BY LICENSED WELDERS AND SHALL BE INSPECTED BY APPROVED WELDING AGENCY.
 4- PROVISIONS SHALL BE MADE FOR CONNECTIONS OF OTHER TRADES PRIOR TO FABRICATION.
 5- ALL STEEL MEMBERS SHALL HAVE SHOP COAT OF PRIMER.
 6- LOOSE LINTELS SHALL HAVE 6" BEARING EACH END.

DEMOLITION:
 1- CONTRACTOR SHALL DO ALL DEMOLITION REQUIRED FOR THE COMPLETION OF WORK SHOWN ON DRAWINGS.
 2- HE SHALL ALLOW NO DEBRIS TO ACCUMULATE AND SHALL HAUL AWAY FROM SITE ALL DEBRIS AT CONTRACTOR'S EXPENSE.
 3- HE SHALL PROVIDE PROTECTION OF ALL ADJACENT OR NEIGHBOURING PROPERTY FROM DAMAGE, INJURY AND DISCOMFORT CAUSED BY DUST. HE SHALL PROTECT UTILITY LINES AS REQUIRED.

SHORING AND BRACING:
 1- CONTRACTOR SHALL PROTECT SITE FROM CAVING AND SOIL MOVEMENT. HE SHALL LOCATE SYSTEMS TO CLEAR PERMANENT CONSTRUCTION AND TO PERMIT FORMING AND FINISHING OF CONCRETE SURFACES.
 2- CONTRACTOR SHALL LOCATE BRACING TO CLEAR COLUMNS, FLOOR FRAMING CONSTRUCTION, AND OTHER PERMANENT WORK. INSTALL NEW BRACE PRIOR TO REMOVING OLD BRACE.



1 SITE PLAN (FIELD 2)
 A.1 Scale: 1/16" = 1'-0"

LEGEND

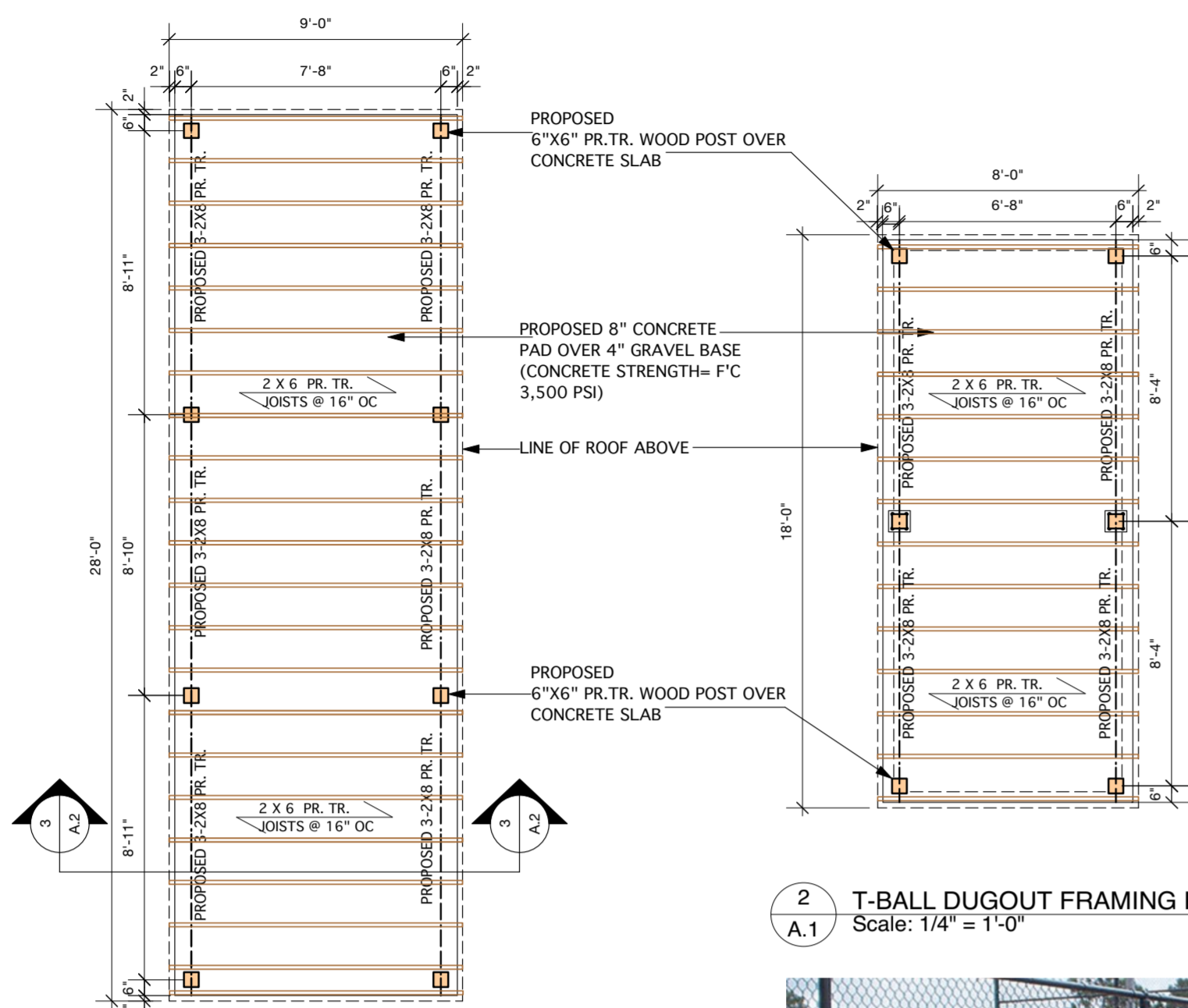
---	TAX LOT LINE
---	EXIST'G CONTOUR
---	PROPOSED CONTOUR
---	ALTERED CONTOUR
---	EXISTING PROPOSED FENCING
---	EXIST'G FENCING TO BE REMOVED
---	SOIL EROSION CONTROL STRIP
---	EXIST'G TREE TO BE REMOVED
---	EXISTING STRUCTURES

COMMUNITY DESIGNS
 ENGINEERING D.P.C.
 439 WHITE PLAINS RD EASTCHESTER NY 10709 (914) 346-5616
 CDESIGNSENGINEERING@GMAIL.COM

PROPOSED ALTERATIONS TO McDOWELL PARK (ARDSLEY LITTLE LEAGUE)
 377 HEATHERDELL RD ARDSLEY, NY 10502
 SECTION: 6.60 BLOCK: 39 LOT(S): 18&19 ZONE: R-1

NO.	REVISION	DATE

SEAL
 PROJECT ID/DATE: 2017 / 3.23.20
 SHEET SCALE: AS NOTED
FIELD PLAN
A.1
 DRAWN BY: AM CHECKED BY: MM
 PLOT DATE: 8.21.20

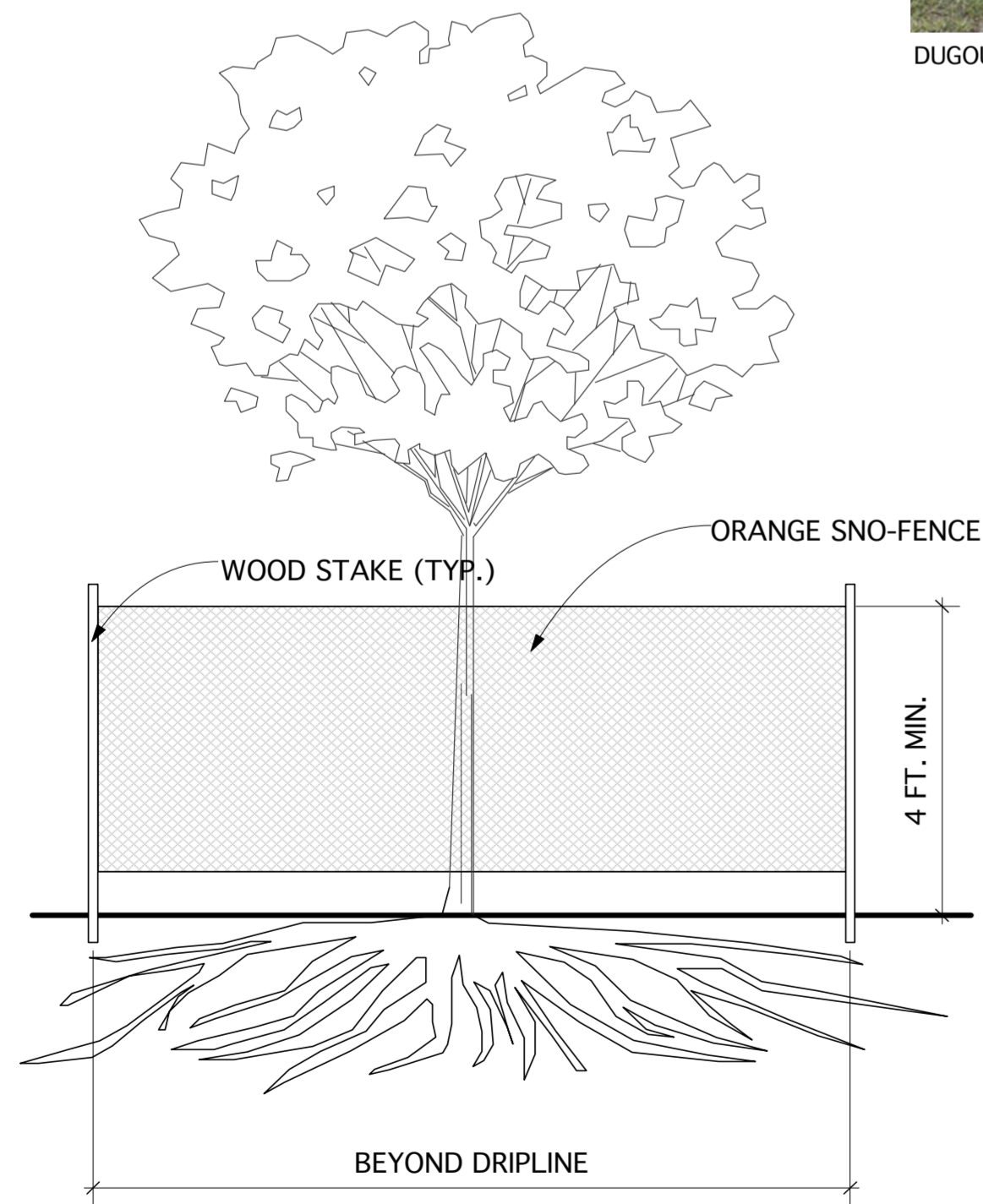


1 FIELD 2 DUGOUT FRAMING PLAN
Scale: 1/4" = 1'-0"

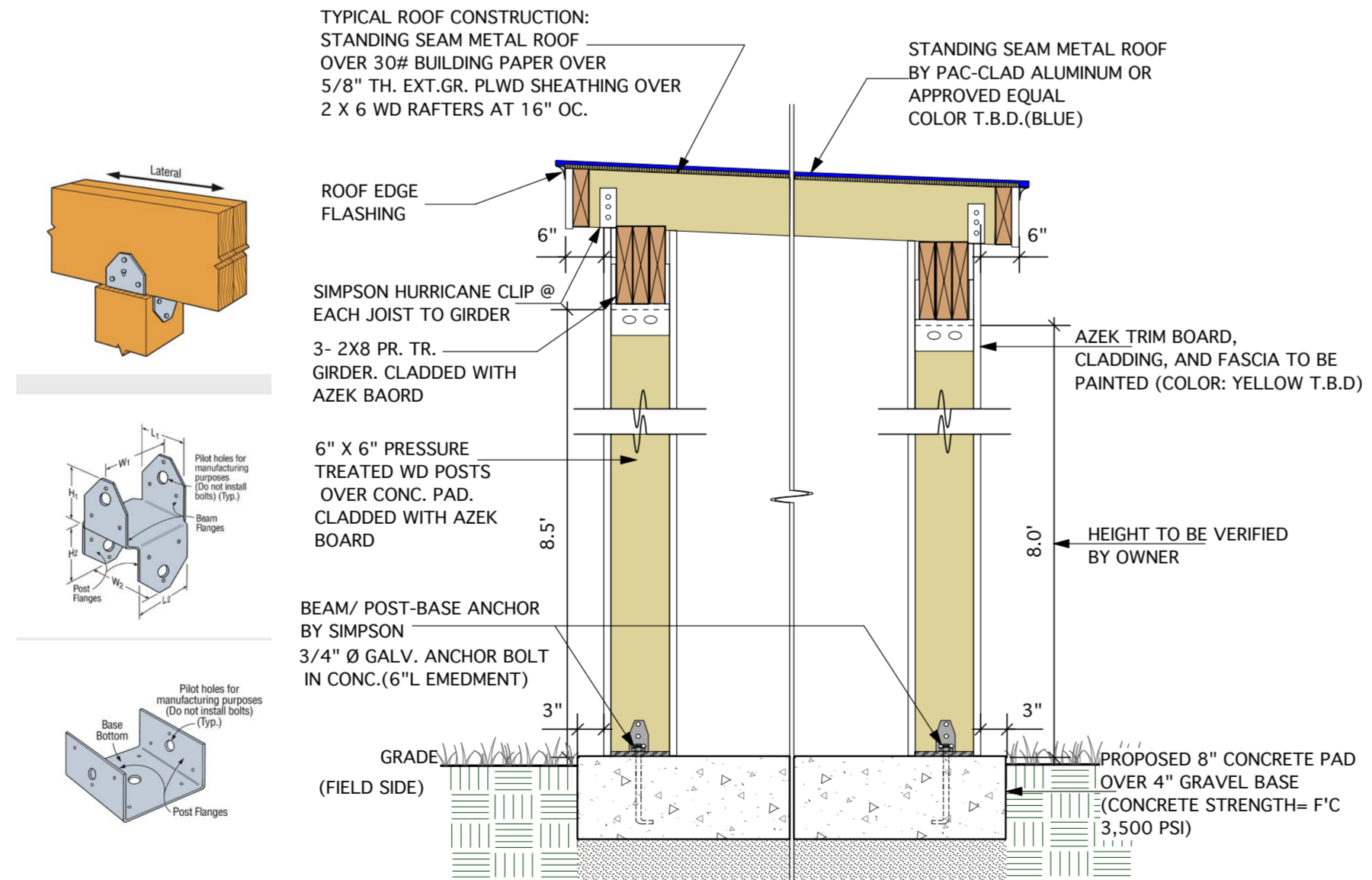
2 T-BALL DUGOUT FRAMING PLAN
Scale: 1/4" = 1'-0"



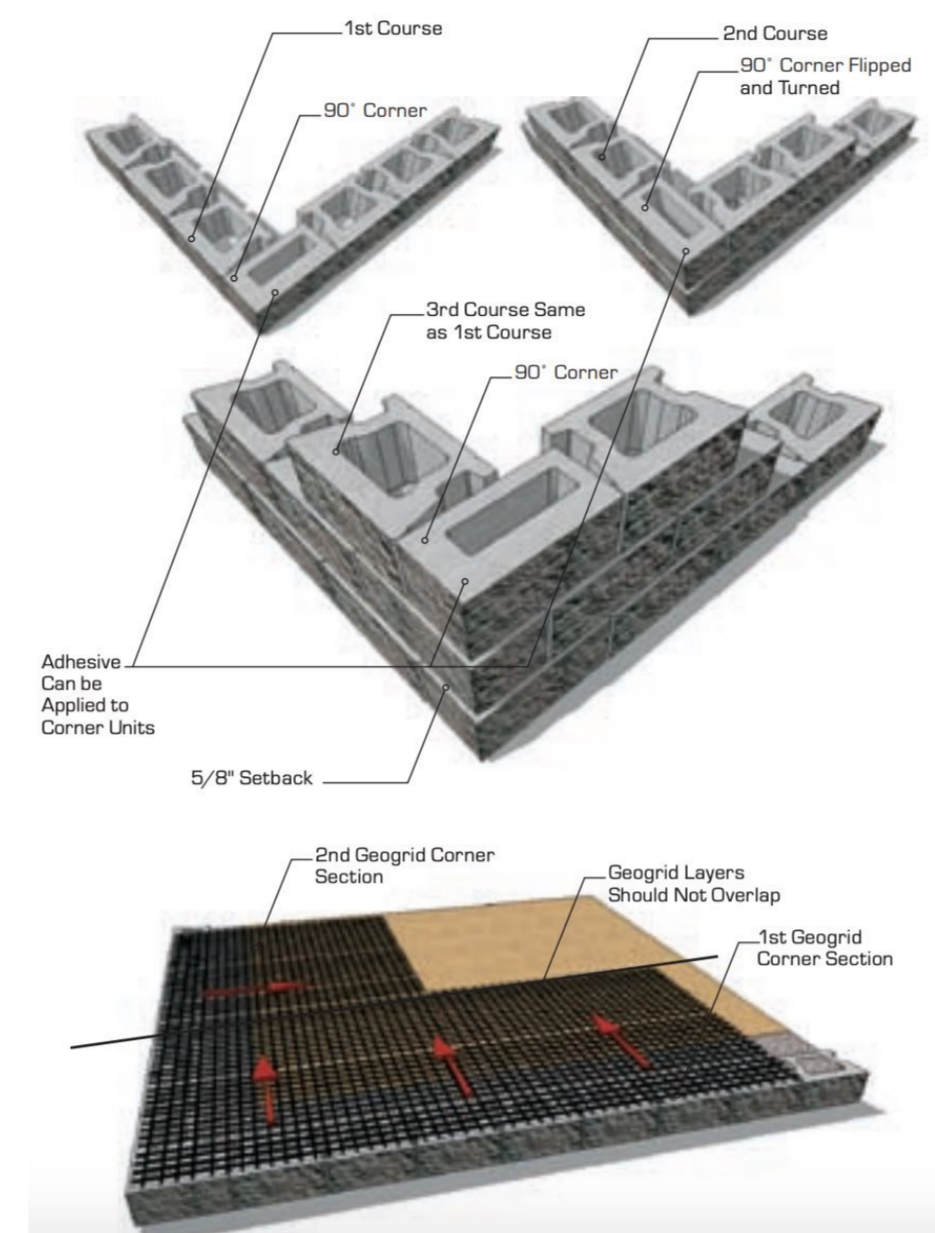
DUGOUT CONCEPT IDEA



4 TREE PROTECTION DETAIL
A.2



3 DETAIL SECTION @ DUGOUT
Scale: 1" = 1'-0"



GRID PROPERTIES AND ADDITIONAL INFORMATION GEOGRID SPECIFICATIONS

SRW UNIVERSAL GEOGRID

grid property	value
aperture size (average)	.75" x .75"
creep limited strength	737 lbs./ft.
ultimate strength	1175 lbs./ft.
long term design strength (LTDS)	635 lbs./ft.

SRW 3 SERIES GEOGRID

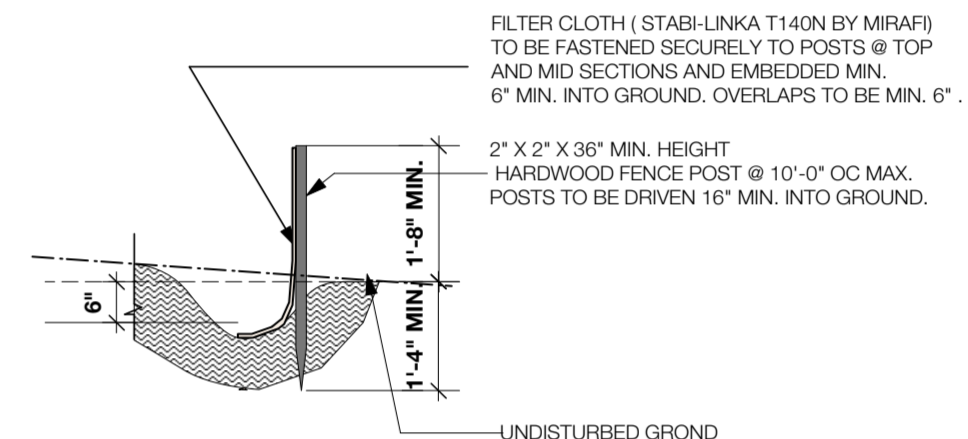
grid property	value
aperture size (average)	.75" x .75"
creep limited strength	1259 lbs./ft.
ultimate strength	1940 lbs./ft.
long term design strength (LTDS)	1093 lbs./ft.



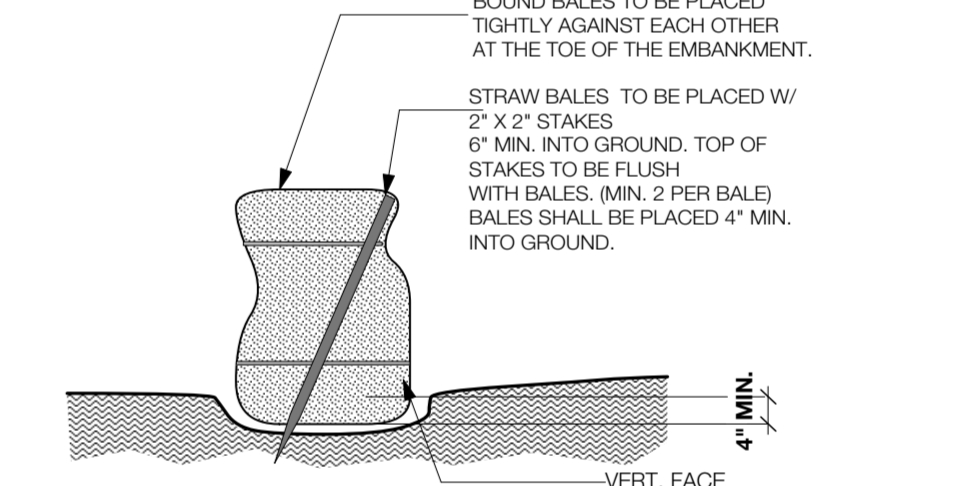
LIBERTYSTONE
HARDSCAPING SYSTEMS
CONERSTONE 100
8" SEGMENTAL RETAINING
WALL SYSTEM.
(COLOR T.B.D. BY OWNER)

SOIL EROSION NOTES:

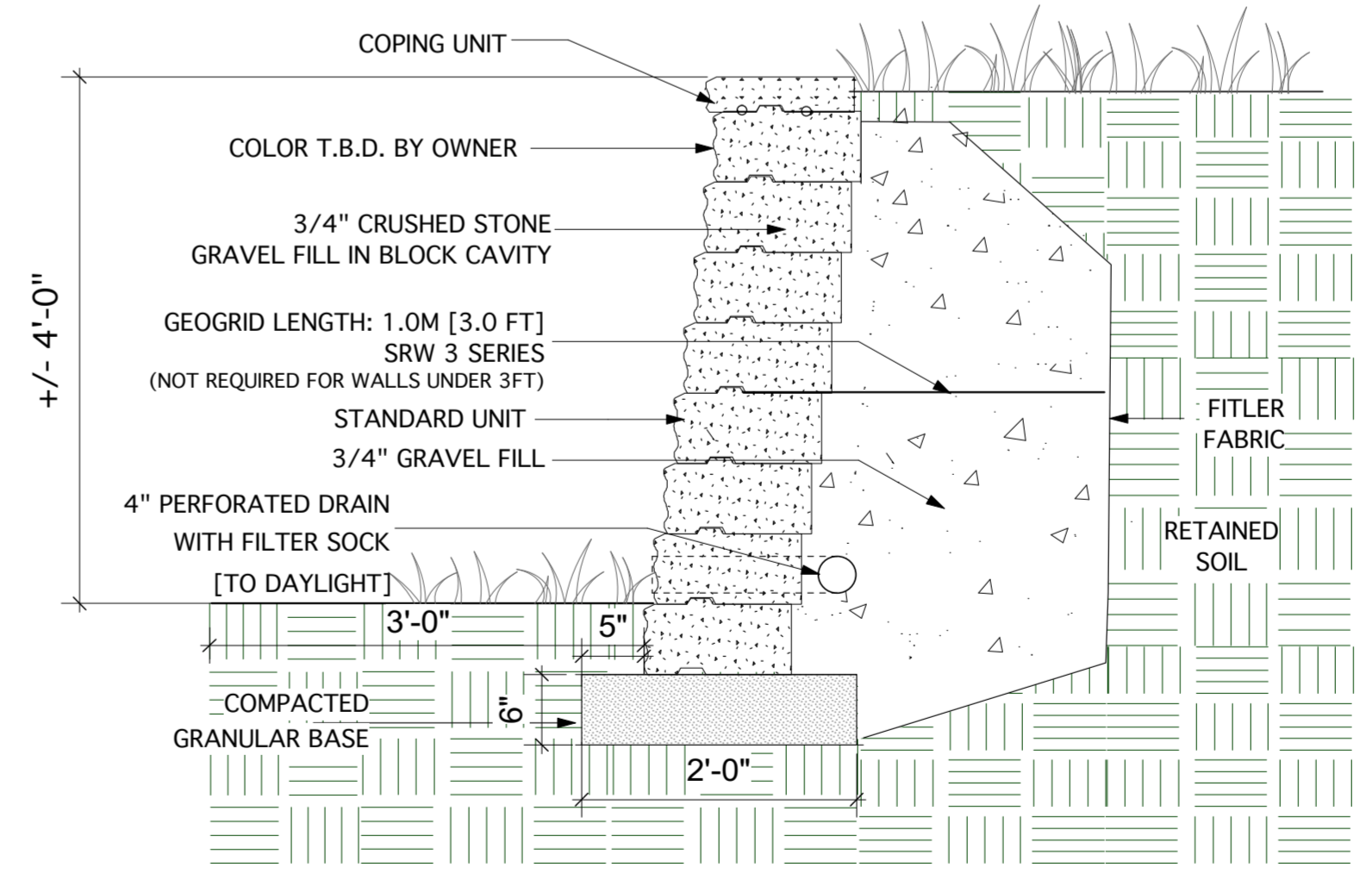
1. PRIOR TO STARTING ANY CONSTRUCTION, TEMPORARY SILT TRAPS, SEDIMENTATION FENCES AND OTHER APPROVED SOIL CONTROL MEASURES SHALL BE PLACED AS REQUIRED. ADDITIONAL SEDIMENT CONTROL MEASURES SHALL BE INSTALLED WHERE DEEMED NECESSARY TO SUPPLEMENT THE EROSION CONTROL DETAILS AS SHOWN ON THIS DRAWING.
2. CONTRACTOR SHALL TAKE EXTRA CARE WITH RESPECT TO LAND EXPOSED DURING DEVELOPMENT. THE EXPOSED LAND AREA SHALL BE KEPT TO A MIN. TIME PERIOD. PERMANENT SITE IMPROVEMENT METHODS AND STRUCTURES SHALL TAKE PLACE AT THE EARLIEST POSSIBLE OPPORTUNITY.
3. CONTRACTOR SHALL ENSURE THE MAINTENANCE OF SOIL EROSION FENCES AS PER REQUIREMENTS OF MUNICIPAL AUTHORITIES HAVING JURISDICTION THEREOF.
4. CONTRACTOR SHALL KEEP ALL PUBLIC AND PRIVATE ADJOINING AREAS CLEAR OF SEDIMENTATION DEBRIS. HE SHALL BRUSH CLEAN ALL DEBRIS FROM SIDEWALKS AND STREETS AT THE END OF EACH WORK DAY.
5. METHODS FOR OPEN EXCAVATION EMBANKMENTS NOT REQUIRING SILT FENCES OR STRAW BALES CAN BE EMPLOYED SUBJECT TO SOIL CONDITIONS AND WHERE SLOPES DO NOT EXCEED A PITCH OF 8" IN 12". LOOSE STONE AND ROCK SHALL BE REMOVED FROM SITE, COMPACTED AND SEEDED TOP SOIL SHALL BE INSTALLED FOR SOIL PROTECTION.
6. THIS ARCHITECT AND OR ENGINEER HAS NOT BEEN RETAINED FOR CONSTRUCTION ADMINISTRATOR RELATED TO THE WORK THEREOF.
7. ALL WORK SHALL MEET THE WESTCHESTER COUNTY REQUIREMENTS



7 SILT FENCE DETAIL
NOT TO SCALE



8 STRAW BALE PLACEMENT DETAIL
NOT TO SCALE



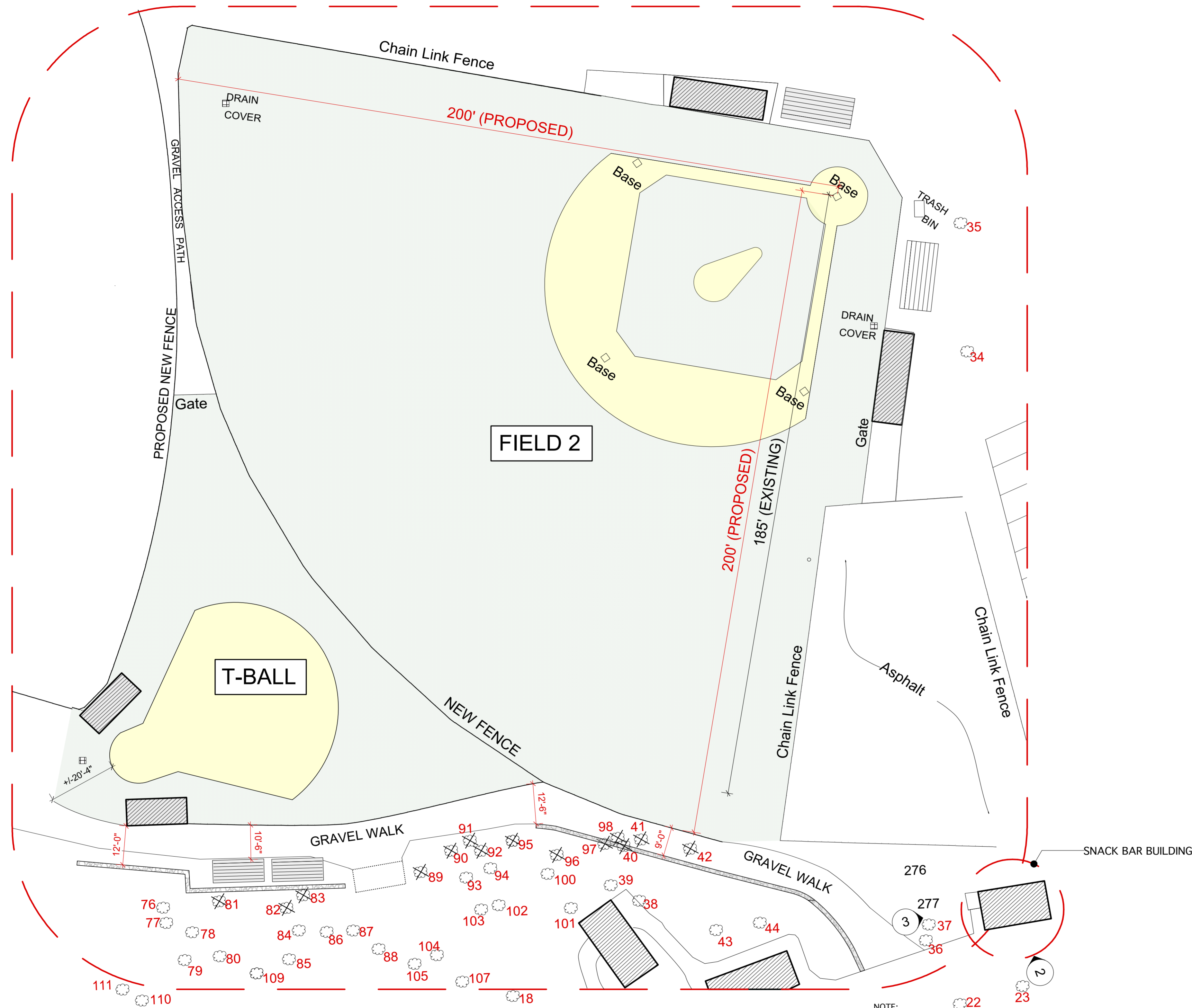
6 DETAIL @ INTERLOCKING RETAINING WALL
A.2

COMMUNITY DESIGNS ENGINEERING D.P.C.
439 WHITE PLAINS RD EASTCHESTER NY 10709 (914) 346-5616 CDESIGNSENGINEERING@GMAIL.COM

PROPOSED ALTERATIONS TO McDOWELL PARK (ARDSLEY LITTLE LEAGUE)
377 HEATHERDELL RD ARDSLEY, NY 10502
SECTION: 6.60 BLOCK: 39 LOT(S): 18&19 ZONE: R-1

NO.	REVISION	DATE

SEAL
PROJECT ID/DATE: 2017 / 3.23.20
SHEET SCALE: AS NOTED
A-2
DRAWN BY: AM CHECKED BY: MM
PLOT DATE: 8.21.20



1 SITE TREE REMOVAL PLAN (FIELD 2)
A.3 Scale: 1/16" = 1'-0"

NOTE:
TREE LIST IN REFERENCE TO
SITE PLAN BASED ON SURVEY MAP
COMPLETED FEBRUARY 13, 2020
BY: SCOTT B. GRAY
SURVEYOR LIC # 050672
T.C. MERRITTS LAND SURVEYORS



3 PROPOSED SNACK BAR PAINTING



2 PROPOSED SNACK BAR PAINTING

TREES PROPOSED TO BE REMOVED	
Symbol	Description
X	EXIST'G TREE TO BE REMOVED
40	8" TREE
41	14" TREE
42	18" TREE
98	8" BEECH
97	8" OAK
96	12" OAK
95	8" TREE
92	8" TREE
91	10" TREE
90	12" TREE
89	8" TREE
83	8" TREE
82	8" PINE
81	12" PINE

COMMUNITY DESIGNS
ENGINEERING D.P.C.
439 WHITE PLAINS RD EASTCHESTER NY 10709 (914) 346-5616
CDESIGNSENGINEERING@GMAIL.COM

**PROPOSED ALTERATIONS TO
McDOWELL PARK
(ARDSLEY LITTLE LEAGUE)
377 HEATHERDELL RD
ARDSLEY, NY 10502
SECTION: 6.60 BLOCK: 39 LOTS: 18&19 ZONE: R-1**

NO.	REVISION	DATE

SEAL

PROJECT ID/DATE : 2017 / 3.23.20
SHEET SCALE: AS NOTED

A-3

**TREE REMOVAL PLAN,
& SNACK BLDG. MURAL**

DRAWN BY: AM CHECKED BY: MM
PLOT DATE: 8.21.20



VIEW OF EXISTING T-BALL BLEACHERS



VIEW OF EXISTING PATH FROM T-BALL FIELD TO SNACK BAR



VIEW OF EXISTING T-BALL FIELD



VIEW OF EXISTING PATH TO T-BALL FIELD AND BATTING CAGE



VIEW OF EXISTING FIELD 2 HOME PLATE AND DUGOUT



VIEW OF EXISTING WOODED AREA AT FIELD 2 OUTFIELD AND T-BALL FIELD

**RESOLUTION AWARDING CONTRACT FOR 2020
JOINT ROAD MILLING & RESURFACING**

WHEREAS, the Village of Ardsley in a cooperative relationship with the villages of Irvington, Dobbs Ferry, Elmsford, Hastings and Tarrytown, has solicited bids for the milling and resurfacing of various streets in the Village of Irvington and partner municipalities referenced above; and

WHEREAS, a public notice for this project bid was duly advertised in an official newspaper on July 16, 2020; and

WHEREAS, at 11:00 A.M., on August 5, 2020 at Irvington Village Hall all bids received were opened as summarized below; and

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALT BID</u>	<u>TOTAL BASE BID</u>
Waters Construction Company 300 Bostwick Avenue Bridgeport, CT 06605	\$1,376,752.00	\$385,450.00	\$1,762,202.00
Consorti Brothers Paving & Sealcoating Inc. 208 South Plank Road Newburgh, NY 12550	\$1,409,753.50	\$424,860.00	\$1,834,613.50
ELQ Industries Inc. 567 Fifth Avenue New Rochelle, NY 10801	\$1,446,600.04	\$389,522.00	\$1,836,122.04
Montesano Brothers Inc. 76 Plain Avenue New Rochelle, NY 10801	\$1,449,372.86	\$403,225.00	\$1,852,597.86
PCI Industries Corp. 550 Franklin Avenue, Suite 100 Mount Vernon, NY 10550	\$1,462,332.60	\$414,400.00	\$1,876,732.60

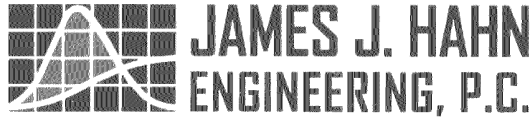
WHEREAS, the Irvington Village Administrator reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications; and

Village of Ardsley Board of Trustees Agenda- October 5, 2020

WHEREAS, following the unit values bid in the contract and the extended totals based upon the Engineer's estimates of the work to be performed in the Village of Ardsley, the value of work is \$360,492, with the balance of the contract value for work apportioned to the Villages of Irvington, Dobbs Ferry, Elmsford, Hastings, and Tarrytown, collectively summing to \$1,515,202.00; and

WHEREAS, in accordance with the contract, each partner municipality will separately authorize the Contract and be responsible for payment of services performed within their respective municipality directly to the contractor;

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Ardsley hereby awards the contract, including the alternate for Ashford Avenue, for the work to be performed for the 2020 Milling and Resurfacing on various streets in the Village of Ardsley to Waters Construction Company 300 Bostwick Avenue, Bridgeport CT 06605 in accordance with their Unit Prices contained in their Bid of August 5, 2020 for the work to be performed within the Village of Ardsley and the other five villages and authorizes the Village Manager to execute said contract and all related documents.



**JAMES J. HAHN
ENGINEERING, P.C.**

Putnam Business Park
1689 Route 22
Brewster, NY 10509

Tel: 845-279-2220
Fax: 845-279-8909
jhahn@hahn-eng.com

MEMORANDUM

To : Lawrence Schopfer
Village Administrator

From : James J. Hahn, P.E.
Village Consulting Engineer

Date : August 11, 2020

Subject : 2020 Road Milling and Paving Contract
Village of Irvington, NY

On August 5, 2020, five (5) bids for the referenced project were received and publicly read aloud at Village Hall. As requested, we have reviewed the bids in accordance with the project specifications. The bid values were verified for the four bidders as shown on the attached spreadsheet. No corrections were required.

Under this Contract, the project consists of milling approximately 53,900 square yards of existing roadway surface, adjust manholes, valve boxes, and catch basins, and installing approximately 7,100 tons of asphalt top course.

The Contractor's names, addresses, and base bid amounts are as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Waters Construction Company 76 Plain Avenue New Rochelle, NY 10801	\$1,762,202.00
Consorti Bros. Paving & Sealcoating, Inc. 208 South Plank Road Newburgh, NY 12550	\$1,834,613.80
ELQ Industries, Inc. 567 Fifth Avenue New Rochelle, NY 10801	\$1,836,122.04

E N V I R O N M E N T A L A N D C I V I L E N G I N E E R I N G
S T U D I E S • R E P O R T S • D E S I G N

ASCE

AWWA

NSPE

WEF

Lawrence Schopfer
2020 Road Milling and Paving Contract
August 11, 2020
Page 2

Montesano Bros., Inc. 76 Plain Avenue New Rochelle, NY 10801	\$1,852,597.86
PCI Industries Corp. 550 Franklin Avenue Mt. Vernon, NY 10550	\$1,876,732.60

Based on the Village of Irvington quantities, the anticipated total cost for work in Irvington is \$247,000.00. Attached is a bid analysis showing each contractor's bid.

The lowest bidder for the work is Waters Construction Company, who has submitted a responsive bid with satisfactory work references and has been successful in completing similar projects of similar scope.

Waters Construction Company has indicated that they can meet the project schedule and perform the work in accordance with the project specifications.

Based on the above, we recommend that the Village Board accept and approve Waters Construction Company as the low bidder and have the project proceed pending the submission of bonds, and insurances.

If there are any questions, please do not hesitate to contact me at your earliest convenience.

JH:DH:ay

Enclosure

P:\Village of Irvington\Highway Department\Paving 2020_Rebid\Paving\Recommendation Letter.doc

At a regularly scheduled meeting of the Village Board of the Village of Ardsley, held at Village Hall 507 Ashford Avenue, Ardsley, New York on the October 5, 2020 at 8:00 o'clock p.m.

RESOLUTION OF THE VILLAGE BOARD DETERMINING THAT PROPOSED ACTION: DEVELOPMENT AT 657 SAW MILL RIVER ROAD IN THE VILLAGE OF ARDSLEY IS AN UNLISTED ACTION AND PROVIDING FOR COORDINATED REVIEW UNDER SEQRA BY DECLARING THEIR INTENT TO ACT AS LEAD AGENCY:

Board Member _____ presented the following resolution which was seconded by Board Member _____.

WHEREAS, the Village Board of the Village of Ardsley (the "Village Board") on 9/18/20 received an Application for Board of Trustees Site Plan Approval for the redevelopment of property located at 657 Saw Mill River Road in the Village of Ardsley designated on the tax assessment map of the Town of Greenburgh as Parcel No. 6.50-35 Lots 8, 9, 10 and 11 (the "Subject Site"), from the Thorpe-McCartney Family Limited Partnership as the owner and Thornwood Four Corners LLC as the lessor (hereinafter collectively the "Applicant") with the proposed use subject to site plan approval by the Village Board after review and recommendation by the Village of Ardsley Planning Board (the "Planning Board") and Village of Ardsley Board of Architectural Review (the "BAR"); and

WHEREAS, prior to the initial of the submission of the subject application, the Applicant completed certain remedial cleanup actions related to limited contamination and applied for and received a demolition permit to remove the existing building; and

WHEREAS, prior to receiving the formal Application for Board of Trustees Site Plan Approval, the Applicant submitted an application form dated 2/23/18, building plans including exterior elevations prepared by Madison Industries signed 1/24/19, site plan set prepared by JMC Site Planner, Civil & Traffic Engineer, Surveyor and Landscape Architect (JMC) dated 5/26/20 and a long form environmental assessment form (EAF) signed by JMC dated 8/15/20 (hereinafter the "Site Plan Application"); and

WHEREAS, the Site Plan Application calls for the redevelopment of the Subject Site to include a new 1,800± square foot convenience store, 8 new gas pumps with canopy, associated driveway improvements and sidewalk all supported by 20 parking spaces (hereinafter the “Proposed Action”);

WHEREAS, the Village Board has reviewed the applicable standards of SEQR 6 NYCRR Part 617.6(b), and concluded that it should be designated as the lead agency in the coordinated environmental review of the Proposed Action, as it is the local agency with the broadest governmental powers to investigate the impacts of the Proposed Action.

NOW, THEREFORE, BE IT RESOLVED, the Village Board pursuant to Article 8 of the Environmental Conservation Law (“SEQR”), Part 617 of the General Regulations adopted pursuant thereto (“Part 617”) specifically §617.4 and §617.5 and, hereby determines that the Action is subject to SEQR and is an Unlisted Action; and

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF, using all due diligence, are interested or involved agencies for the Proposed Action and should be provide a copy of this Notice of Intent to Act as Lead Agency:

- Village of Ardsley Planning Board
- Village of Ardsley Board of Architectural Review
- Westchester County Department of Health
- Westchester County Department of Planning
- Village of Dobbs Ferry Village Board
- New York State Department of Environmental Conservation
- New York State Department of Transportation
- New York State Thruway Authority
- Federal Emergency Management Agency; and

BE IT FURTHER RESOLVED, that the Village Board hereby directs that a Lead Agency Coordination Notice be circulated among interested and involved agencies together with copies of the EAF, and such other information as is appropriate, indicating the Village Board's intent to assume the role of Lead Agency for the Action under SEQR and Part 617, and that a minimum of 30 days to comment on the Board's Intent to Act as Lead Agency and that any correspondence on this matter be directed to the Office of the Building Inspector, 507 Ashford Avenue, Ardsley, NY 10502.

Vote: _____ Aye _____ No

657 SMRRD

RECEIVED

SEP 18 2020

BUILDING DEPT.

VILLAGE OF ARDSLEY

507 Ashford Avenue
Ardsley, New York 10502
Telephone: 914-693-1550

Application for Board of Trustees Site Plan Approval

Submit application, plus 12 sets of plans signed and sealed by a licensed professional, and a check for \$250 plus \$25.00 per required parking space made out to the Village of Ardsley. Submit the documents to Village of Ardsley Board of Trustees, Village Hall, 507 Ashford Avenue, Ardsley, New York 10502

Name of Owner The Thorpe-McCartney Family Limited Partnership

Address 19 Grandview Lane, Thornwood, NY 10594

Phone (914)318-1031 or (914)500-3923 Fax _____

Is owner of the property an individual, partnership, joint venture, corporation _____ If so, list names, addresses and phone numbers _____

Name of Architect Madison Industries

Address 18000 Studebaker Road, Cerritos, CA 90703

Phone (562) 484-5099 Fax _____

Name of Engineer JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC

Address 120 Bedford Road, Armonk, NY 10504

Phone (914) 273-5225 Fax _____

Name of Surveyor Thomas C. Merritts Land Surveyors, P.C.

Address 394 Bedford Road, Pleasantville, New York, 10570

Phone (914) 769-8899 Fax _____

Streets which property abuts Saw Mill River Road

Tax Map Section 650 Sheet _____ Block 35 Lot(s) 10

Total area of property is 23,224 sq. ft. (acres) Zoning District B-1 "General Business District"

List of Variances or other modifications required. _____

Description of work: Removal of an existing building, gas pumps with the construction of a new 1,800 square-foot convenience store, new gas pumps with a canopy and a total of 20 parking spaces with associated driveway modification and sidewalk,

THORPE MCCARTNEY F.L.P.
Signature of Owner *Cynthia Curry, PRES* Date *9/14/2020*

Signature of Applicant *[Signature]* Date *9-16-2020*

Lessee : Thornwood Four Corners
25 St. Charles St.
Thornwood, N.Y. 10594

Bryan Orser ~~914-954-0466~~
914-954-0466

THORNWOOD FOUR CORNERS
25 ST CHARLES ST
THORNWOOD, NY 10594

1006

51-72182211
455

PAY TO THE ORDER OF Village of Andes \$ 250.-

Two hundred fifty and 00/100 DOLLARS

FOR Safe Pl's Appeal 657 Sawmill River Rd

Peoples.com
Peoples United Bank
⑆001006⑆ ⑆221172186⑆ 6500879353⑆

DATE 9/15/2020

Photo
Share
Deposit
Deposit

THORNWOOD FOUR CORNERS
25 ST CHARLES ST
THORNWOOD, NY 10594

1007

51-72182211
455

PAY TO THE ORDER OF Village of Andes \$ 500.-

Five hundred and 00/100 DOLLARS

FOR Police's special fund 657 Sawmill River Rd

Peoples.com
Peoples United Bank
⑆001007⑆ ⑆221172186⑆ 6500879353⑆

DATE 9/15/2020

Photo
Share
Deposit
Deposit

**RESOLUTION TO AUTHORIZE 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 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, 2020 through September 29, 2021.

Independent Contractor Agreement

Agreement made this _____ day of October 2020 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 100 hours or; an amount not to exceed five thousand dollars (5,000.00)

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 2021, 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: Meredith S. Robson, 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 NIH Grants Policy Statement. Rina Schunk must observe NIH 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 2020 and shall terminate on the 29th day of September 2021.

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 _____

Meredith S. Robson, 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 2020

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)

By: _____
(Signature)

Meredith S. Robson

Rina Schunk

Title: Village Manager

Title: Social Media Provider

**RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN AN AGREEMENT
BETWEEN THE VILLAGE OF ARDSLEY AND STUDENT ASSISTANCE SERVICES FOR
TECHNICAL ASSISTANCE AND EVALUATION SERVICES**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Student Assistance Services Corporation to provide technical assistance and evaluation services to the SAYF Coalition for the period of September 30, 2020 through September 29, 2021.

Independent Contractor Agreement

Agreement made this _____ day of October 2020 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

Student Assistance Services Corp, SAS is a private, non-profit substance abuse prevention agency serving diverse schools and communities, primarily in Westchester County having its principal place of business and office at 660 White Plains Road Tarrytown, NY 10591 (Hereinafter referred to as "SAS")

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; and

WHEREAS, SAS has agreed to participate in said programming, and to perform all services contemplated under this agreement; and

WHEREAS, The Village and SAS desire to contract as herein provided,

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

First. SAS agrees to provide technical assistance and evaluation services to the Coalition Coordinator and its leadership to assist them in carrying out the tasks as outlined in the Action Plan incorporated in "Schedule A" ; which is attached hereto and made a part hereof.

Second. It is expressly understood and agreed upon that SAS shall be compensated pursuant to this Agreement only for those services rendered required by this Agreement.

In return for the services pursuant to Paragraph 1, the Village agrees to pay SAS a total amount of six thousand six hundred and twenty five dollars (6,625.00). Broken down as follows:

- An amount not to exceed three thousand three hundred and twelve dollars and fifty cents (3,312.50) for technical assistance,
- An amount not to exceed three thousand three hundred and twelve dollars and fifty cents (3,312.50) for evaluation assistance.

The method of payment shall be by check upon, upon the Village's receipt of invoice, and upon approval of the Project Manager/Village Manager. For all purpose to the agreement, the Village Manager of the Village of Ardsley is synonymous with Project Manager. In no event shall final payment be made prior to the completion of all professional services, the submission of all required reports and the approval of same by the Project Director/Village Manager.

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

Fourth. This Agreement shall not render SAS 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 SAS 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. SAS is solely responsible for all applicable taxes with respect to the sums paid under this Agreement. SAS will indemnify the Village and hold the Village harmless from any claims of any taxing authority with respect to such compensation. For all purpose here to SAS is an independent contractor including its employees, contract vendors, and subcontractor's agents and assigns.

The parties further acknowledge as follows:

- (a) Village is not requiring that SAS work exclusively for the Village, and any work provided by SAS exclusively for the Village is at SAS option for the term of this Agreement.
- (b) Village has provided no training for SAS, nor is required to do so.
- (c) SAS services do not call for the provision of tools or benefits to be provided, and Village has not provided any, nor is required to do so.
- (d) Except as otherwise provided in this Agreement, Village has not dictated the time of performance of SAS services

Fifth. SAS represents warrants and agrees that the SAS Proposal to provide Technical Assistance/Evaluation for the Ardsley SAYF Coalition as part of Contract Schedule "A" lists the accurate correct costs of personnel and other costs of service to be rendered by SAS in providing the services set forth in Contract Schedule "A". SAS 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. 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 such terms, provisions or options on any future occasion.

Seventh. SAS 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. Such records shall be made available to the Village of Ardsley upon reasonable notice.

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

Ninth. SAS hereby agrees to indemnify, defend and hold the Village, its affiliates, officers, agents, employees and designees harmless from and against all judgments, orders, awards, losses, claims, liabilities, injuries, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which one party may sustain or incur by reason of the gross negligence or reckless act(s)/omissions(s) of the other in connection with performance of the services hereunder.

Tenth. This Agreement does not grant SAS an exclusive privilege or right to supply services to Village.

Eleventh. SAS shall provide proof of Workers' Compensation, New York State Disability Insurance, Commercial General Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance coverage, at no cost to the Village. A Certificate of Insurance will be provided naming the Village as additional insured as pertains to the services provided under this Agreement. SAS hereby agrees to maintain the insurance described in this Section 13 during the term hereof.

Twelfth. SAS expressly agrees: that in the hiring of employees for the performance of work under this Agreement, neither SAS, a department thereof, nor any person acting on behalf of SAS 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 SAS nor any person acting on its 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.

Thirteenth. This Agreement shall be for one year. It may be extended by mutual agreement of the parties. This Agreement may be terminated by SAS 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, SAS 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.

Fourteenth. 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: Meredith S. Robson, Village Manager

Village of Ardsley
507 Ashford Avenue
Ardsley, New York 10502

If to Student Assistance Services Corp:

Ellen Morehouse, Executive Director
660 White Plains Road
Tarrytown, New York 10591

Fifteenth. 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.

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

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

Eighteenth. SAS understands and agrees to abide by all provisions of the Grant Award 1H79SP018273 made to the Village by the U.S. Department of Health and Human, Services Substance Abuse and Mental Health Services Administration, as the provisions apply to sub-contractors, unless the context specifically indicates otherwise.

Nineteenth. This Agreement constitutes the entire Agreement between the Village and SAS 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.

Twentieth. The term of this Agreement shall be retroactive for services received commencing on the 1st day of October 2020 and shall terminate on the 29th day of September 2021.

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 _____

Meredith S. Robson, Ardsley Village Manager

Date _____

Student Assistance Services Corp

By _____

Ellen Morehouse, Executive Director

Date _____

Federal Tax I.D. #: _____

Schedule A

Ardsley SAYF Coalition

The following schedule outlines the services to be delivered by Student Assistance Services Corporation (SAS). SAS provides support and assistance for the DFC grant. The coalition retains responsibility for implementation of strategies and content and filing deadlines of reports. Since SAS is acting in a support role, SAS does not take responsibility for missed reporting deadlines or content errors/oversights, which remain the responsibility of the Coalition.

The services to be delivered by SAS are divided into two categories, they are:

Technical Assistance Services/Evaluation Services:

1. Review and edit written correspondence, media campaigns, and other written documents.
2. Provide information on effective speakers, programs and strategies.
3. Assist in the preparation of DFC program reports to the funding agency
4. Review Carryover Requests
5. Assist with preparation of budget modifications when needed and responses to funding agency requests
6. Assist in administering analyzing and presenting the Youth and Parent Survey data and Evaluation Services

Cost for services:

The cost for the services outlined is \$6,625.00 for the period October 1, 2020 through September 29, 2021.