



## **AGENDA**

### **Ardsey Village Board of Trustees**

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**8:00 PM - Monday, December 7, 2020**

**Via Zoom Platform**

Join Zoom Meeting

<https://us02web.zoom.us/j/86002708972?pwd=eDVlVFhtTWt6S3d1c1FXOXlCdGZ0UT09>

Meeting ID: 860 0270 8972

Passcode: 434651

One tap mobile

+19292056099,,86002708972# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 860 0270 8972

Find your local number: <https://us02web.zoom.us/u/kppaJ1eQe>

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#### **1. ANNOUNCEMENT OF EXIT SIGNS**

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. APPROVAL OF MINUTES:**

- 3.a Meeting Minutes Regular Meeting-November 16, 2020

#### **4. DEPARTMENT REPORTS**

##### **4.1. LEGAL**

##### **4.2. MANAGER**

##### **4.3. TREASURER**

- 4.3.a Abstract Report dated December 7, 2020

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**4.4. BUILDING**

**4.5. FIRE**

**4.6. POLICE**

**4.7. MAYOR'S ANNOUNCEMENTS**

**4.8. COMMITTEE & BOARD REPORTS**

**5. VISITORS**

**6. OLD BUSINESS:**

**7. NEW BUSINESS:**

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7.a Consider a Resolution to Authorize the Village Manager to Sign an Agreement with Westchester County Department of Public Safety for Stop DWI Patrol/Datamaster Project

37 - 47

7.b Consider a Resolution Authorizing the Village Manager to Sign a Contract for Bond Counsel Services with Orrick, Herrington & Sutcliffe, LLP

48 - 51

7.c Consider a Resolution Authorizing Manager to Sign an Agreement for Financial Advisory Services with Capital Markets Advisors, LLC.

52 - 82

7.d Consider a Resolution Authorizing the Village Manager to sign an Inter-municipal Agreement with the Town of Greenburgh for Continued Townwide Special Weapons and Tactics Unit ("SWAT")

**8. CALL FOR EXECUTIVE SESSION**

**9. ADJOURNMENT OF MEETING**

**10. NEXT BOARD MEETING:**

December 21, 2020



## MINUTES

### Ardsey Village Board of Trustees

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**8:00 PM - Monday, November 16, 2020**

Meeting held via Zoom Platform

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

Absent:

#### SPECIAL PRESENTATION

- Honoring Heeral Mehta
- Honoring Jodie Reaver
- Honoring Trustee Evan Yager

1. **Honoring Heeral Mehta:**

Tribute to Heeral Mehta from Mayor Nancy Kaboolian. Mayor Kaboolian read a certificate to Heeral Mehta and honored Heeral's dedication to the Multicultural, Diversity, and Inclusion Committee from 2017 through 2020.

Trustee Edelstein also thanked Heeral and Jodie for all their hard work on the Multicultural Committee.

**Honoring Jodie Reaver :**

Tribute to Jodie Reaver from Mayor Nancy Kaboolian. Mayor Kaboolian read a certificate to Jodie Reaver and honored Jodie's dedication to the Multicultural, Diversity, and Inclusion Committee from 2017 through 2020.

Heeral and Jodie thanked everyone for all the support they received over the past three years and for making this committee a success!

Police Chief Anthony Piccolino added that it was a pleasure working with Heeral & Jodie.

**Honoring Trustee Evan Yager:**

Tribute to Trustee Evan Yager from Mayor Nancy Kaboolian. Mayor Kaboolian read a proclamation to Trustee Yager and honored him for his deep appreciation and recognition for the three years of outstanding and dedicated service to the Village of Ardsley as Trustee.

Trustee Yager stated these the past years were a great learning experience and thanked everyone for their support.

Trustee DiJusto thanked Trustee Yager for all his work on the Comprehensive Plan.

Trustee D'Emilio added to the Thanks and stated that Trustee Yager brought a different perspective to the Board and it was refreshing to hear his point of views.

Trustee Edelstein thanked Trustee Yager for all his work on the Board and wished him all the best.

**1. ANNOUNCEMENT OF EXIT SIGNS**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES:**

3.1 Regular Meeting Minutes November 2, 2020

**Moved by Trustee DiJusto, Seconded by Trustee Yager 4-1-0 Trustee Edelstein Abstained. RESOLVED** that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, November 2, 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 and is available for Executive Session if needed.

## 2. MANAGER

### 2.a Village Manager Report November 16, 2020

Village Manager Meredith Robson read the following report:

1. **HOLIDAY SCHEDULE:** Village Offices, including the Justice Court, Library, Community Center, and Department of Public Works will be closed on November 26th, and 27th for the Thanksgiving holiday. There will be double collection of recyclables on Wednesday, November 25th and there will be refuse collection for the entire Village on Saturday, November 28th.

## 3. TREASURER

### 3.a November 16, 2020 Abstract Report

Village Manager Meredith Robson read the Treasurer's Report for November 2, 2020. Village Manager Robson stated that the bills for the past two weeks totaled as follows: From the General Fund: \$202,429.99; from the Sewer Fund: \$0.00; from the Trust & Agency fund: \$1,513.29.00 and from the Capital Fund: \$0.00

**Moved by Trustee Yager, Seconded by Trustee DiJusto and passed unanimously. RESOLVED** that the Village board of the Village of Ardsley hereby authorizes the Village treasurer to make the following payments: From the General Fund: \$202,429.99; from the Sewer Fund: \$0.00; from the Trust & Agency fund: \$1,513.99.00 and from the Capital Fund: \$0.00

## 4. BUILDING

### 4.a October 2020 Building Department Report

Building Inspector, Larry Tomasso provided the Board with totals from the October 2020 Building Department Reports:

- 18 Building permits
- 16 Application fees
- 4 Certificates of Occupancy
- 10 Plumbing permits
- 9 Electrical permits
- 10 Title Searches
- 2 Miscellaneous

Total received - \$14,603.75

Other activities-

- 57 Building inspections

- 22 Zoning inspection
- 6 Violations
- 10 Warnings

## **5. FIRE**

### **5.a October 2020 Fire Department Report**

Fire Chief Murray read the Fire Department Report for the month of October 2020.

- We will be holding an inspection in the month of December
- 16 Alarms for the month of October
- October 1, 8, 15, 22 The Department held weekly drills.
- October 1 Chief Murray setup two tone detection for all Members to received Audio Alters thru there phones
- October 3 Department had annual Pump Test for all 3 rigs
- October 5 Chief Murray met with D.P. Wolff so vendor could make repairs on system
- October 7 Chief Murray set up LAR on TV screen for apparatus
- October 9 Chief Maurray attended Concord Safety Team meeting
- October 14 Chief Murray installed UPC for all vital computers in the firehouse and re-ran all the wires
- October 17 Chief Murray held retirement party for Village Highway Foreman Richard Thompson
- October 19 & 23 Chief Murray, Padolski and members performed Fire Prevention at Concord Road School
- October 21 & 30 Chiefs Murray and Padolski attended zoom B-14 Chiefs Meeting
- October 22 Chief Murray met with both Con Ed Gas and Dave Brown Roofing to discuss issues with both
- October 22 Chief Murray met with Charles Hessler to show vendor the firehouse for cleaning

## **6. POLICE**

### **6.a October 2020 Police Department Report**

Chief Anthony Piccolino reported the following activities for October 2020:

- Court fine and fees - \$13,849.00
- Property lost or stolen - \$84,949.00
- Alarm fines and fees - \$0.00
- Meter collection - \$1,853.30
- 7 Traffic Accidents
- 4 Arrests
- 200 Calls for Service
- 15 Investigations
- 2 Impoundment

- 20 summonses issued

Training in October:

-136 Hours which consisted of SWAT and Supervision.

#### COMMUNITY POLICING

Trunk or Treat Halloween parade at Pascone Park on October 24th.

Concord Road School lock down drill and a subsequent safety meeting.

Installed 4 child seats.

Movie in the park.

Chief and Officer Roemer walked around on Halloween and gave out candy to kids.

#### COMMUNITY INFORMATION

The department is investigating numerous reports of bank fraud, please remember to check your bank statements and never give out personal information over the phone regardless of who calls you.

The coronavirus epidemic has spurred many scams. If you receive an email, which looks legitimate such as a bank that you use, you should verify the url before sending any information.

Our village website lists many of the most common scams.

#### **CORONAVIRUS 2019:**

The Coronavirus is still infecting people and the Village has seen a steady uptick in cases so please wear your masks and follow the CDC recommendations listed below.

Prevention:

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

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

-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 workers 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>

## **7. MAYOR'S ANNOUNCEMENTS**

7.a Mayor Kaboolian announced the following:

- The Covid-19 cases are rising. Governor Cuomo has recommended no more 10 people in your home for gatherings.
- Reminded residents that the Comprehensive Plan Survey is available on our website.
- Participated in the Greenburgh Veterans Day Ceremony.

## **8. COMMITTEE & BOARD REPORTS**

8.a Trustee DiJusto announced the following:

- The sign for the bridge is being built.
- The next Traffic Meeting will take place on November 18th at 7:00 p.m.



Trustee Yager announced the following:

- Comprehensive Plan Survey was distributed and we are looking for responses by December 1st.
- We should have a draft plan by the middle of December for the Board to review.
- The next CEAC meeting will be on December 7th and anyone is free to join.

Trustee D'Emilio announced the following:

- Attending another meeting with the 125<sup>th</sup> anniversary committee and the planning is coming together. A Journal will be produced and a calendar of ongoing events. There will be guided walks around the Village in the spring led by the Village Historian. There will be a Fireman's Carnival at the end of September 2021. The next meeting will be on December 8th. If anyone is interested in volunteering for this event, please email [jdemilio@ardsleyvillage.com](mailto:jdemilio@ardsleyvillage.com).
- SAYF Coalition will be presenting Zoom video parent meetings. The next topic will be Youth Mental Health and will take place on December 8th. You will need to register visiting [www.know2prevent.org](http://www.know2prevent.org)

Trustee Edelstein announced the following:

- The Recreation Commission & Police Department are sponsoring a Turkey Shoot. This event will take place on November 21st for grades 5th-8th. The winner will get a Turkey!
- The Multicultural Committee will be hosting a book club on December 16th from 7:00 pm-8:00 pm. The title of the book is Out of my mind by Sharon Draper. To register for this event please email: [multicultural@ardsleyvillage.com](mailto:multicultural@ardsleyvillage.com)
- Renovations at the Community Center are just about complete. Thanked Trish Lacy for moving this project along.
- We have been working on the path at Silliman Park. The path is open and we hope residents will enjoy the scenery on their walks.

## 5. VISITORS

### 5.1 Resident, Melania Valverde had the following question:

How will the town be utilizing the feedback from residents, particularly from those that have expressed grievances with the sewer fee and its timing/implementation?

Manager Robson explained that we are going through the issues that have been raised and we are looking at the types of grievances that we've received. Unfortunately, we cannot change anything on the timing due to the budget implementation. As far as receiving credit for irrigation, septic, etc... we are working on that.

Mayor Kaboolian explained that if you have questions regarding the sewer rent, you should email Manager Robson directly at mrobson@ardsleyvillage.com.

**6. OLD BUSINESS:**

6.1 Consider a Resolution Determining that the Village Board Shall Act as Lead Agency for the Review of the Development at 657 Saw Mill River Road

- Engineer, Mark Petrero from JMC gave a brief overview of the proposed application for 657 Saw Mill River Road and explained that there will be other items that will be discussed when the SEQRA process is reviewed.
- Planning Consultant, David Smith summarized the SEQRA process. The Village received no objections to the Village acting as lead agency on this project.

**Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously.** 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, a previous decision by the Village of Ardsley Zoning Board of Appeals (ZBA) that the Applicant had not abandoned the pre-existing non-confirming gasoline pumping station pursuant to Ardsley Village Code §200-100D has still not been conclusively adjudicated and the Applicant understands that they are proceeding with the subject current action at their own risk; 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, on 10/5/20 the Village Board did declare their intent to act as Lead Agency and did circulate a notice to that effect to all known Interested and Involved Agencies; and

WHEREAS, the Village Board received correspondence from the following Interested and Involved Agencies: Westchester County Department of Planning, New York State Thruway Authority and the New York State Department of Transportation, none of whom contested the Village Board acting as Lead Agency in the review of the Proposed Action; and

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 §617.6 declares themselves to be Lead Agency; and,

BE IT FURTHER RESOLVED, that after review of the record, and recommendations from Village staff and consultants, the Applicant is hereby directed to prepare the following additional information for consideration as part of the public record:

- Stormwater Pollution Protection Plan as outlined in Section 167-2.F. of the Village Code;
- Traffic and circulation analysis;
- Produce a NYS DEC Closure Permit regarding the aforementioned remedial cleanup activities; and
- To the extent applicable, preparation of a Flood Development Permit.

BE IT FURTHER RESOLVED, that prior to making a Determination of Significance, the Village Board refers the Proposed Action to the Village of Ardsley Planning Board and Board of Architectural Review for review and report or recommendation as appropriate as per Section 167-3.B and C of the Ardsley Village Code.

## **7. NEW BUSINESS:**

- 7.1 Consider a Resolution Authorizing the Village Manager to Accept a Contractual Agreement with Kevin Dwarka LLC Land Use & Economic Consulting

**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 Manager to accept a Contractual Agreement with Kevin Dwarka LLC Land Use & Economic Consulting, 222 Broadway, 19th Floor, New York, NY for consulting work related to SEQRA compliance of the Village’s Comprehensive Plan.

- 7.2 Consider a Resolution Authorizing the Village Manager to Accept Donations on Behalf of the Village of Ardsley for the Purpose of Supporting the 125th Anniversary Committee Activities

**Moved by Trustee DiJusto, Seconded by Trustee Yager and passed unanimously. BE IT RESOLVED**, that the Village Manager is hereby authorized to accept donations on behalf of the Village of Ardsley for the purpose of supporting the 125th Anniversary Committee activities; and

Be it further resolved that any donations received will be put in a Trust and Agency account for this purpose and will be used to offset the initial general fund appropriation.

7.3 Consider a Resolution Modifying the 2019/2020 Budget by Enabling the Village Treasurer to Make the Necessary Transfers within the General Fund

**Moved by Trustee Yager, Seconded by Trustee DiJusto and passed unanimously. RESOLVED** that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2019/2020 Village Budget by transferring \$91,875.00

**FROM LINE ITEMS:**

A-5110-0448-0000 Road Paving	36,376.60
A-5142-0490-0000 Misc	30,670.31
A-5182-0490-0000 Street Lights	24,828.09

**TO LINE ITEMS:**

A-9901-0900-0000 Transfers	91,875.00
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7.4 Consider a Resolution Modifying the 2020/2021 Budget by enabling the Village Treasurer to Make Necessary Transfers Within the General Fund

**Moved by Trustee Yager, Seconded by Trustee DiJusto 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 \$3,000.00 to the Trust and Agency Fund for the purposes of providing up front funding for the 125th Anniversary Committee. Any donations received will be used to offset this general fund expense.

**FROM LINE ITEMS:**

A-1990-0400-0000 Contingency	3,000.00
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**TO LINE ITEMS:**

A-9901-0900-0000 Transfers	3,000.00
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**8. CALL FOR EXECUTIVE SESSION-ADVICE OF COUNSEL**

**9. ADJOURNMENT OF MEETING**

9.1 **Moved by Trustee Yager, Seconded by Trustee DiJusto and passed unanimously. RESOLVED** that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting to enter into Executive Session-Advice of Counsel on Monday, November 16, 2020, at 9:09 p.m.

**10. NEXT BOARD MEETING:** Re-organization Meeting-December 7, 2020  
Regular Meeting-December 7, 2020

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Village Clerk, Ann Marie Rocco

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Date:

**ABSTRACT FOR VILLAGE BOARD MEETING OF  
DECEMBER 7TH, 2020**

<u>GENERAL FUND</u>	<u>\$1,285,061.22</u>
<u>TRUST &amp; AGENCY FUND</u>	<u>\$4,798.75</u>
<u>CAPITAL FUND</u>	<u>\$39,162.40</u>
<u>SEWER FUND</u>	<u>\$0.00</u>

ABSTRACT FOR VILLAGE BOARD MEETING OF DECEMBER 7TH, 2020			
Date	Vendor Name	Description	Amount
12/3/2020	A1 COMPUTER SERVICES INC.	Inv000112094	732.00
12/3/2020	A1 COMPUTER SERVICES INC.	Inv000112094	1,326.50
12/3/2020	A1 COMPUTER SERVICES INC.	Inv000112094	175.00
12/4/2020	A1 COMPUTER SERVICES INC.	Camera Work	57.50
11/18/2020	AAA EMERGENCY SUPPLY CO	oxygen bottle refill	66.00
12/4/2020	AAA EMERGENCY SUPPLY CO	Hoods and Gloves	345.90
11/18/2020	AAA EMERGENCY SUPPLY CO	Sensit Regulator	179.00
11/16/2020	AIRGAS	Fuel	278.61
11/18/2020	AIRGAS	Propane inv 9106853221	54.16
11/19/2020	ALARM SPECIALISTS INC	Usage for 11-2 to 2-11-21	89.85
12/2/2020	AMERITAS LIFE INSURANCE CORP	December 2020 Dental Insurance	6,003.84
11/25/2020	ARDSLEY CAR WASH	Car Wash	24.30

11/18/2020	AUTOMATED CONTROL LOGIC	Heat/AC Computer	1,574.82
11/4/2020	AXON ENTERPRISE, INC	Taser batteries	159.00
11/4/2020	B&H PHOTO - VIDEO INC.	Web Cams	47.02
12/2/2020	BEN ROMEO CO INC	rags	60.00
11/25/2020	BOND SCHOENECK & KING	Professional Services	6,973.49
9/4/2020	BOUND TREE MEDICAL, LLC.	medical supplies	4.29
11/19/2020	CABLEVISION LIGHTPATH INC.	Invoice dated 11/1/20	2,284.19
11/17/2020	CELTIC BUILDING SUPPLY INC	wood/shop	97.44
11/30/2020	CENTRAL AVE CHRYSLER JEEP	Filter Replacement	39.84
11/18/2020	Colonial Scientific	Gloves-2 packs @ \$39	78.00
11/18/2020	Colonial Scientific	Gloves-4 cases @ \$243.64	974.56
11/18/2020	Colonial Scientific	Shipping	64.40
11/25/2020	Con Edison	51-1751-7755-0000-2	53.16
11/25/2020	Con Edison	59-0906-2766-1500-6	161.67
11/30/2020	CORSI TIRE	Tire Purchase	738.00
11/25/2020	COUNTY TOWING & COMMERCIAL TOW	U-163 Work	618.11
12/2/2020	CURRY CHEVROLET	parts/car 1	428.80
11/18/2020	D.P. WOLFF INC	Water leak issues	145.54
12/4/2020	D.P. WOLFF INC	HVAC Work	679.84
12/2/2020	DIEHL & SONS INC	def/oil	521.11
11/24/2020	DIPIKA PATEL	Medical Sept-Nov 2020	867.60
12/4/2020	DONALD BROWN HOME IMPROVEMENTS	Roof Work	1,475.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	255.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	50.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	60.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	75.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	25.00
11/12/2020	EMERGENCY SERVICES MARKETING	laR Yearly Bill	660.00
12/2/2020	FIS	Chargeback Sept 2020	25.00
9/8/2020	FUNDAMENTAL BUSINESS SERVICE I	Parking	126.00
12/2/2020	GABRIELLI TRUCK SALES LTD	strut/wire hanger	186.04
11/24/2020	George Berardi	Medical Sept-Nov 2020	433.80
6/11/2020	GEORGE MALONE	direct public and govt access	791.45
12/2/2020	HD SUPPLY CONSTRUCTION AND IND	polymeric sealer	177.68
11/30/2020	HOY PLUMBING INC.	Bathroom Repair	683.58

12/2/2020	HUFF WILKES, LLP	Tax cert 6.70-43-2	39,384.16
12/3/2020	Jennifer Herrick Stasko	Joseph Stasko medical	289.20
12/3/2020	Jennifer Herrick Stasko	Jennifer Stasko Medical	1,012.20
12/2/2020	KEMPERLE	strut/hood	93.81
12/2/2020	Leonard Weintraub	Crossing Guard 11/23-11/29	437.50
11/24/2020	LILLIAN MANNING	Medical Sept-Nov 2020	433.80
11/17/2020	LITE CONCEPTS	RAB HID Post Top	240.00
11/17/2020	LITE CONCEPTS	lights/replacement fixtures	148.00
11/24/2020	MARION DEMAIO	Medical Sept-Nov 2020	1,735.20
11/24/2020	MARY CALIFANO	Medical Sept-Nov 2020	568.80
11/23/2020	MEREDITH ROBSON	Cell reimbursement Dec 2020	79.00
7/31/2020	MYREC.COM	RECREATION MANAGEMENT SOFTWARE	2,995.00
11/6/2020	NATHANS PRINTING EXPRESS	CAN Banner CEAC	324.00
11/17/2020	NATIONAL GEAR & PISTON	truck parts/antifreeze	339.54
11/17/2020	NATIONAL GEAR & PISTON	brakes parts	320.00
12/2/2020	NATIONAL GEAR & PISTON	Cartridge	39.84
11/25/2020	NYS & Local Retirement System	Annual Contributions	1,142,974.00
12/3/2020	NYS Floodplain & Stormwater	Annual Membership Dues	50.00
11/19/2020	OPTIMUM	Usage for 11-8 to 12-7	29.95
11/30/2020	OPTIMUM	Usage for 11-23 to 12-2	16.84
11/20/2020	PARKWAY PEST SERVICES	Service for 10-13-20, 843827	150.00
12/2/2020	PARTS AUTHORITY	vehicle parts	82.32
12/2/2020	PARTS AUTHORITY	Parts	148.82
12/2/2020	PARTS AUTHORITY	Break Cleaner	100.75
12/2/2020	PARTS AUTHORITY	Break Cleaner	83.01
12/2/2020	PARTS AUTHORITY	Wheel WT	23.39
12/2/2020	PARTS AUTHORITY	Butt Connectors	6.93
12/2/2020	PARTS AUTHORITY	HS BUB	3.66
12/2/2020	PARTS AUTHORITY	Airbrk	22.00
12/2/2020	PAUL BUNYAN TREE SERVICE	tree removal	375.00
12/2/2020	PAUL BUNYAN TREE SERVICE	tree removal	1,500.00
11/20/2020	PAYLOCITY	Check date Nov 19, 2020	857.50
12/2/2020	PITNEY BOWES RESERVE ACCOUNT	Postage refill	1,000.00
9/8/2020	PRECISE TRANSLATIONS LLC	Court Translation	170.00
11/17/2020	RCA ASPHALT LLC	blacktop	222.88



11/16/2020	READERS HARDWARE INC	Oil	11.94
11/17/2020	READERS HARDWARE INC	Halloween and Fire Prevention	156.98
11/17/2020	READERS HARDWARE INC	Halloween and Fire Prevention	102.86
11/17/2020	READERS HARDWARE INC	Halloween and Fire Prevention	15.28
11/25/2020	READERS HARDWARE INC	Holiday Lights	146.86
11/25/2020	READERS HARDWARE INC	Holiday Lights	359.88
7/23/2020	RFC Emergency Lighting	Lights for new 2011	23,810.75
11/24/2020	RICHARD GEREGHTY	Medical Sept-Nov 2020	629.40
11/24/2020	RICHARD THOMPSON	Medical July-November 2020	1,880.00
11/24/2020	RICKY LAPINE	Medical Sept-Nov 2020	433.80
12/2/2020	ROBERT PONZINI	December monthly retainer	5,833.00
11/6/2020	ROCKET PRINTERS	Updated Village Stationary	150.00
11/17/2020	ROCKET PRINTERS	Court Window Envelopes	165.00
11/17/2020	SAW MILL STONE & MASONRY SUPPL	trowel/cement	35.97
11/17/2020	SAW MILL STONE & MASONRY SUPPL	trowel/cement	35.39
12/2/2020	SAW MILL STONE & MASONRY SUPPL	stone dust/basin block/	9.00
12/2/2020	SAW MILL STONE & MASONRY SUPPL	stone dust/basin block/	161.90
12/2/2020	SAW MILL STONE & MASONRY SUPPL	stone dust/basin block/	4.50
11/16/2020	SCARSDALE FORD INC.	Inspection, and Repairs	37.00
11/16/2020	SCARSDALE FORD INC.	Inspection, and Repairs	37.00
11/16/2020	SCARSDALE FORD INC.	Inspection, and Repairs	845.44
11/23/2020	SMJT CORP DBA	for November 2020 inv1323	1,121.00
12/3/2020	SMJT CORP DBA	October 2020 inv 1284	1,121.00
11/23/2020	SMJT CORP DBA	for November 2020 inv1323	265.00
12/3/2020	SMJT CORP DBA	October 2020 inv 1284	265.00
11/23/2020	SMJT CORP DBA	for November 2020 inv1323	354.00
12/3/2020	SMJT CORP DBA	October 2020 inv 1284	354.00
12/3/2020	STANDARD INSURANCE COMPANY	December premium	955.50
12/4/2020	STECICH MURPHY & LAMMERS LLP	Nov 2020 Professional Service	821.00
10/1/2020	STUDENT ASSISTANCE SERVICE COR	Youth Advocate 2020-21	7,548.75
11/23/2020	SUEZ WATER WESTCHESTER DIST. #	Usage for 11-2 to 11-6	32.17
11/19/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 9-27 to 11-2	265.53
11/19/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 9-27 to 11-2	35.00
11/18/2020	TECHNICAL FIRE SERVICES INC	Pump Test	600.00
11/17/2020	THE JOURNAL NEWS	work session public notice ad	98.00
12/2/2020	THE JOURNAL NEWS	ad for demolition bid	210.00

11/18/2020	THE RIVERTOWNS ENTERPRISE	ads bid cleaning contract	34.44
11/25/2020	THE RIVERTOWNS ENTERPRISE	nov 25th zba 730 smrr	17.61
11/24/2020	THOMAS GREEN	Medical Sept-Nov 2020	629.40
12/4/2020	TOLLS BY MAIL PAYMENT CENTER	Toll 17451400241	4.00
12/4/2020	TOLLS BY MAIL PAYMENT CENTER	Toll 17452402113	24.75
12/4/2020	V. LORIA & SONS	Inspection Awards	148.75
11/19/2020	VERIZON	Usage for 11-10 to 12-9	554.43
11/19/2020	VERIZON	Usage for 11-4 to 12-3	48.58
12/1/2020	VERIZON	Usage for 11-22 to 12-21	34.85
12/1/2020	VERIZON	Usage for 11-22 to 12-21	32.58
11/23/2020	VERIZON WIRELESS	Usage for 10-13 to 11-12	495.57
11/24/2020	VINCENT PASCUCCI	Medical Sept-Nov 2020	314.70
6/18/2020	W.B. MASON CO. INC.	Headsets	27.38
6/18/2020	W.B. MASON CO. INC.	Post its, clips, steno pads	119.78
6/18/2020	W.B. MASON CO. INC.	file folders	18.99
6/18/2020	W.B. MASON CO. INC.	Paper Towels	30.38
6/18/2020	W.B. MASON CO. INC.	Liners, Cfolds, Sanitizer	411.73
11/16/2020	W.B. MASON CO. INC.	Office Supplies	473.71
11/25/2020	WESTCHESTER COUNTY DEF	Tipping Fee for October	5,145.50
11/24/2020	WILLIAM WATSON JR	Medical Sept-Nov 2020	402.00
		<b>General Fund Total</b>	<b>\$1,285,061.22</b>

12/3/2020	PLANNING & DEVELOPMENT ADVISOR	Professional Services	1,237.50
11/23/2020	Woodard & Curran Engineering	R.Mohring-Fairmont inv 182940	571.25
11/23/2020	Woodard & Curran Engineering	55 Ridge Rd inv182941	836.50
11/23/2020	Woodard & Curran Engineering	33 Judson inv 182942	2,153.50
		<b>Trust &amp; Agency Fund</b>	<b>\$4,798.75</b>

12/3/2020	WESTON & SAMPSON	DPW facility prof svcs Oct 2020	39,162.40
		<b>Capital Fund</b>	<b>\$39,162.40</b>

		<b>Sewer Fund</b>	<b>\$0.00</b>
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**RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN  
AN AGREEMENT WITH  
WESTCHESTER COUNTY DEPARTMENT OF PUBLIC SAFETY FOR  
STOP DWI PATROL/DATAMASTER PROJECT**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement to participate in the Westchester County STOP DWI – Patrol/Datamaster Project reimbursement agreement with the Westchester County Department of Public Safety, Michaelian Building, 148 Martine Avenue, White Plains, New York 10601 for the period of January 1, 2020 through December 31, 2025 for a reimbursement amount not to exceed \$8,400.00 annually.

**Ardasley: 2021-2025- 01**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) Acting by and through its Department of Public Safety Services (hereinafter referred to as the “Department”)

And **Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 10502**

\_\_\_\_\_ a municipal corporation of the State of New York having an office and place of business at \_\_\_\_\_, New York \_\_\_\_\_ acting by and through the \_\_\_\_\_ Police Department, (hereinafter referred to as the “Municipality”).

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule “A,” which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule “A”, which is attached hereto and made a part hereof (hereinafter the “Work”).

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County’s receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall

constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or her designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2021 and continue through December 31, 2025.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

9. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner - Sheriff of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

Director, Drug Prevention & STOP-DWI  
112 E. Post Road, 3<sup>rd</sup> Floor  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue



White Plains, New York 10601

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

11. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

BY: \_\_\_\_\_  
Thomas A. Gleason  
Acting Commissioner – Sheriff of Public Safety

**MUNICIPALITY**

BY: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators on the 9<sup>th</sup> day of November, 2020 by Act No. 184-2020

Approved as to form  
and manner of execution

\_\_\_\_\_  
Sr. Assistant County Attorney  
County of Westchester



**CERTIFICATE OF AUTHORITY**  
(MUNICIPALITY)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Municipal Corporation)

was, at the time of execution  
\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal  
Corporation by authority of its Town/Village/City Board, thereunto duly authorized and that  
such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the municipal  
officer described in and who executed the above certificate, who being by me duly sworn did  
depose and say that he/she resides at

\_\_\_\_\_, and he/she is an officer of said  
municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said  
municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date

**SCHEDULE A**

**STOP-DWI PATROL PROJECT**

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. **It cannot be used to replace any regular, normal or routine patrol**. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

**THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.**

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required **before** the checkpoint is conducted.

**Patrol Project Reimbursement Documentation Packet** - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report **ONLY** if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE**

**ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS.** The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$75.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, STOP-DWI  
112 E. Post Road  
3<sup>rd</sup> Floor  
White Plains, New York 10601**

**ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.**

**SCHEDULE "B"**

**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

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



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

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

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

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

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

## **SCHEDULE "C"**

### **Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

### Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:  
(check one)

- New
- Change

**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

**Mail to:** Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601  
Attention: Vendor Direct

#### Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

#### Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

10. Account Type:  
(check one)

- Checking
- Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form**

**GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

**Section I - VENDOR INFORMATION**

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

**Section II - FINANCIAL INSTITUTION INFORMATION**

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN  
CONTRACT FOR BOND COUNSEL SERVICES WITH  
ORRICK, HERRINGTON & SUTCLIFFE, LLP**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed contract for bond counsel services with Orrick, Herrington, Sutcliffe, LLP located at 51 West 52<sup>nd</sup> Street, New York, New York 10019-6142 from January 1, 2021 through December 31, 2021.



Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142  
+1 212-506-5000  
Orrick.com

Douglas E. Goodfriend

E [dgoodfriend@orrick.com](mailto:dgoodfriend@orrick.com)

D +1 212 506 5211

F +1 212 506 5151

December 4, 2020

**VIA E-MAIL** ([mrobson@ardsleyvillage.com](mailto:mrobson@ardsleyvillage.com))

Ms. Meredith Robson  
Village Manager  
Village of Ardsley  
507 Ashford Avenue  
Ardsley, New York 10502

Re: Village of Ardsley, Westchester County, New York  
Bond Counsel Contract 2022

Dear Meredith:

As requested, enclosed, please find the proposed contract for bond counsel services for the 2021 year. Kindly return one signed original to my attention. The fee schedule is unchanged from last year.

I look forward to working together next year.

With best wishes

Very truly yours

*Douglas*

Douglas E. Goodfriend

DEG/vmo

Attachment

4132-2575-1584 v.1

VILLAGE OF ARDSLEY  
BOND COUNSEL CONTRACT  
2021

This Agreement is entered into this 1st day of January 2021 by and between the Board of Trustees of the Village of Ardsley (hereinafter the "VILLAGE"), having its principal place of business for the purpose of this Agreement at 507 Ashford Avenue, Ardsley, New York 10502, and Orrick Herrington & Sutcliffe, LLP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 51 West 52<sup>nd</sup> Street, New York, New York.

A. TERM

The term of this Agreement shall be from January 1, 2021 through December 31, 2021 inclusive, unless terminated early as provided for in this Agreement. It is understood that the VILLAGE is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

**The Bond Counsel shall:**

1. Render an opinion in connection with the issuance of obligations by the VILLAGE regarding:
  - a. whether the VILLAGE's obligations have been properly authorized and issued and are valid,
  - b. that the essential sources of security for the VILLAGE's obligations have been legally provided for, and
  - c. that interest on the VILLAGE's obligations is exempt from federal income taxation.
2. Prepare a record that is sufficient to render the necessary legal opinions.
3. Participate in conferences and telephone discussions with representatives of the VILLAGE regarding the capital and/or cash flow financing requirements.
4. Draft authorizing documents for the Board relating to financings, and proceedings with respect to the sale of the VILLAGE's notes and/or bonds;
5. Advise the VILLAGE on best practices and recommended procedures, and make modifications to policy and procedure as requested by the VILLAGE for efficient operations and auditing requirements.
6. Provide advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations and the disclosure rules of the Securities and Exchange Commission;
7. Participate with VILLAGE and its financial advisors in scheduling and structuring each note and/or bond financing;
8. Assist in drafting and review of agreements, forms and underlying documentation relating to the financing;
9. Assist in the preparation and review of the official statement and other necessary documents, if any, used in the public offering of VILLAGE's notes and/or bonds;
10. Assist, upon request, in the negotiation of contracts and other matters related to the note and/or bond offering and rendering of additional opinions as to specific matters;
11. Provide administrative coordination of meetings and sale and closing arrangements;

12. Consult with the VILLAGE, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;
13. Attend to all necessary Internal Revenue Service issue reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
14. Prepare, draft and review closing papers including, but not limited to:
  - a. Certificate of Determination of the Village Treasurer,
  - b. Closing Certificate,
  - c. VILLAGE Attorney's Certificate, (if required)
  - d. Arbitrage and Use of Proceeds Certificate, and
  - e. Certificate with Respect to the Official Statement;
15. Prepare the form of the note and/or bond for each note and/or bond sale;
16. Prepare the draft opinion for each note and/or bond sale, and the furnishing of same to the credit rating agencies, as requested;
17. Prepare all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;
18. Deliver securities to The Depository Trust Company in New York City to be held in escrow until the closing;
19. Render final approving legal opinion with respect to each financing;
20. Administer coordination of closings with the VILLAGE, financial advisor, underwriter and the Depository Trust Company;
21. Provide continuous and unlimited communication and assistance to the VILLAGE throughout the course of each financial transaction;
22. Meet Insurance Requirements.
23. Maintain and archive all claim files and will ensure strict confidentiality of all employee data, records, and files. Bond Counsel will not make available to any outside party, vendor, or sales or marketing organization, any records or information pertaining to VILLAGE or its employees.
24. Defend, indemnify and "hold harmless" the VILLAGE from any claim, demand, lawsuit, judgment, cost or expense, including reasonable attorney's fees, which arises from any negligent act or omission by Bond Counsel in the performance of services under this agreement for the VILLAGE. Not be responsible for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, strike, power failure, interruption or loss of telephone or telecommunication services, or governmental act of regulation; or the failure of the VILLAGE to provide complete and correct provider information and/or employee records and information.

C. COMPENSATION:

1. The VILLAGE shall pay CONSULTANT in accordance with the following fee



schedule, following the presentation of detailed invoices by CONSULTANT to the VILLAGE.

i. [SEE ATTACHED SERVICE AND FEE SCHEDULE]

2. The CONSULTANT shall submit invoices for payment on a per transaction basis.
3. The VILLAGE shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

#### D. MISCELLANEOUS

##### 1. Termination:

- a. Either the CONSULTANT or the VILLAGE may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the VILLAGE to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the VILLAGE terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

##### 2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore, be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
  - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Workers' Compensation, unemployment insurance, New York State Employees' Retirement System, health and dental insurance, or malpractice insurance or the like.
  - c. VILLAGE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.
3. VILLAGE reserves the right to reject any of the CONSULTANT'S staff, which the VILLAGE, at its sole discretion, may deem unqualified.
  4. Defense /Indemnification
    - a. CONSULTANT agrees to defend, indemnify and hold harmless the VILLAGE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The

obligations pursuant to this provision shall survive the termination of this Agreement.

- b. VILLAGE agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VILLAGE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
  - i. To Village: Village Manager
  - ii. To Consultant: Douglas E. Goodfriend, Esq.
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations arising under this Agreement shall be litigated in the Courts of Westchester County, New York.
10. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year above written.

CONSULTANT:

By: \_\_\_\_\_  
Partner, Orrick Herrington & Sutcliffe, LLP

VILLAGE:

By: VILLAGE OF ARDSLEY, NEW YORK  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORRICK, HERRINGTON & SUTCLIFFE LLP**  
**GENERAL OBLIGATION FEE SCHEDULE (2021-2022)**

**BOND ANTICIPATION NOTES**

<u>Principal Amount</u>	<u>Fee</u>
Up to \$ 99,000	\$ 685
\$100,000 to \$299,000	\$ 825
\$300,000 to \$599,000	\$ 935
\$600,000 to \$799,000	\$1,150
\$800,000 to \$999,999	\$1,425
\$1,000,000 to \$1,999,999	\$1,825 <i>plus</i> 85 cents per \$1,000 on amount over \$1,000,000
\$2,000,000 to \$2,999,999	\$2,825 <i>plus</i> 75 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to \$3,999,999	\$3,875 <i>plus</i> 65 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 and \$19,999,999	\$5,215 <i>plus</i> 55 cents per \$1,000 on amount over \$4,000,000
\$20,000,000 to \$49,999,999	\$14,015 <i>plus</i> 50 cents per \$1,000 on amount over \$20,000,000
\$50,000,000 and up	\$30,000 <i>plus</i> 40 cents per \$1,000 on amount over \$50,000,000
<b>PLUS</b>	\$300 for each extra set of closing papers (separate purchasers).
<b>PLUS</b>	A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).
<b>PLUS</b>	\$875 for review of Official Statement.
<b>PLUS</b>	\$350 for Material Events or Continuing Disclosure certification.
<b>PLUS</b>	\$350 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.

NO INCIDENTAL EXPENSE CHARGES

**CASH FLOW FINANCINGS**

Budget or Deficiency Notes:           Base fee \$975 plus 90 cents per \$1,000 plus \$25 for each extra specific purpose for which the notes are being issued.

RANs:                                       Base fee \$975, plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of aid or revenue in anticipation of which the notes are being issued.

TANs:                                       Base fee \$975 plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of taxes or assessments in anticipation of which the notes are being issued.

- PLUS**     \$875 for review of Official Statement.
- PLUS**     \$350 for Material Events or Continuing Disclosure certification.
- PLUS**     \$350 for bond tax law review.

**BOND ISSUES (PUBLIC SALE)**

\$6,000 base fee **PLUS** (if applicable):

- 1)         \$875 Review of Official Statement.
- 2)         \$500 Review of bond insurance documents, if applicable.
- 3)         \$350 Continuing Disclosure certification.
- 4)         \$350 for Bond Tax Law Review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.
- 5)         \$1.00/\$1,000 principal amount of the issue up to and including the first \$25,000,000 principal amount of the bond issue.
- 6)         \$.75/\$1,000 thereafter.
- 7)         A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

**NO INCIDENTAL EXPENSE CHARGES**

**SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)**

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$4,750 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$6,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

**SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE)  
(E.G., ADVANCE REFUNDINGS, DISCOUNT BONDS)**

Same as for public sale with the addition of hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance.

**STATUTORY INSTALLMENT BONDS**

\$1,750 base fee.

**PLUS** \$1.00/\$1,000 principal amount of the issue.

**PLUS** A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

**DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS**

\$1,500 for Town district formation proceedings including election proceedings required or desired.

\$1,500 for Town district consolidation proceedings.

\$750 for Town district Section 202-b improvement proceedings.

\$750 for School District proposition election proceedings or Town, VILLAGE or Fire District election proceedings for bond resolution referendum.

**HOURLY RATES**

All billing will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the client in advance of performance of any duties to be based on hourly rates has been obtained.

NO INCIDENTAL EXPENSE CHARGES

\* \* \* \* \*

***ORRICK'S FEE COVENANTS***

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend  
Thomas E. Myers  
Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, New York 10019-6142  
Telephone: (212) 506-5000  
Fax: (212) 506-5151

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN  
AGREEMENT FOR FINANCIAL ADVISOR SERVICES WITH  
CAPITAL MARKETS ADVISORS, LLC**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed agreement for financial advisor services with Capital Markets Advisors, LLC located at 11 Grace Avenue, Suite 308, Great Neck, New York 11030 from January 1, 2021 through December 31, 2021.





11 Grace Avenue, Suite 308  
Great Neck, New York 11030  
Phone: 516-487-9815  
rtortora@capmark.org

## Financial Advisory Services Agreement

**This Agreement** has been entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Village of Ardsley, New York ("Village") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

### **Section 1 Financial Advisory Services**

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Village during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Village's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Village, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Village, CMA will assist the Village in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Village to efficiently manage each Issue in order to meet the Village's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

## **Section 2 Compensation**

- 2.01 For CMA's performance of services on behalf of the Village as described in Section 1 hereof, CMA's fees will be as follows:
- For bond issues: \$9,000 for issues up to \$5 million plus \$0.50 per \$1,000 issued over \$5 million
  - For note issues: \$4,500 for issues up to \$5 million plus \$0.25 per \$1,000 issued over \$5 million
  - For notes sold with only a Term Sheet and no Official Statement: \$3,250
  - For capital lease issues: \$6,500 for issues plus \$.50 per \$1,000 of lease issued
  - For Limited Continuing Disclosure: \$750 annually, inclusive of all required Material Event Notices
  - For Full Continuing Disclosure: \$2,500 annually, inclusive of required Event Notices
  - For services unrelated to a bond issuance: billed at an hourly fee of \$195 per hour.
- 2.02 For refunding bond issues, the fee will be negotiated with the Village and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 The Village will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

## **Section 3 Term of Agreement**

The term of this Agreement shall be one year from the date hereof.

## **Section 4 Disclosure**

CMA does not assume the responsibilities of the Village, nor the responsibilities of the other professionals and vendors representing the Village, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Village. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Village. Information obtained by CMA, either through its own efforts or provided by the Village, included in the financing documents, or otherwise provided to the Village, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

**Section 5 Required Regulatory Disclosure**

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information:

(i) CMA is registered as an independent municipal advisor with the MSRB (Registration No. K0489) and the US Securities and Exchange Commission (“SEC”) (Registration No. 867-00807); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov) and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the Village. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA’s ability to service the Village.

**Section 6 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

**Section 7 Modification and Termination**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Village or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year set forth below.

**CAPITAL MARKETS ADVISORS, LLC**

**VILLAGE OF ARDSLEY, NEW YORK**

*Richard Tortora*

Richard Tortora  
President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN  
INTER-MUNICIPAL AGREEMENT WITH TOWN OF  
GREENBURGH TO CONTINUE A TOWN WIDE SPECIAL  
WEAPONS AND TACTICS UNIT (“SWAT”)**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with Town of Greenburgh, 177 Hillside Avenue, White Plains, New York 10607 to continue a town wide special weapons and tactics unit (“SWAT”).

**AGREEMENT PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 5-G, SECTION 119-O BETWEEN THE TOWN OF GREENBURGH AND THE VILLAGES OF ARDSLEY, DOBBS FERRY, ELMSFORD, HASTINGS-ON-HUDSON, IRVINGTON AND TARRYTOWN TO CONTINUE A TOWNWIDE SPECIAL WEAPONS AND TACTICS UNIT.**

This **AGREEMENT** (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Village of Ardsley ("Ardsley"), a municipal corporation organized and existing under the laws of the State of New York, located at 507 Ashford Avenue, Ardsley, New York, 10502 ("Ardsley"), the Village of Dobbs Ferry ("Dobbs Ferry"), a municipal corporation organized and existing under the laws of the State of New York, located at 112 Main Street, Dobbs Ferry, New York 10522 ("Dobbs Ferry"), the Village of Elmsford ("Elmsford"), a municipal corporation organized and existing under the laws of the State of New York, located at 15 South Stone Avenue, Elmsford, New York 10523 ("Elmsford"), the Village of Hastings-on- Hudson ("Hastings"), a municipal corporation organized and existing under the laws of the State of New York, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706, the Village of Irvington ("Irvington"), a municipal corporation organized and existing under the laws of the State of New York, located at 55 Main Street, Irvington, New York 10533, the Village of Tarrytown ("Tarrytown"), a municipal corporation organized and existing under the laws of the State of New York, located at 21 Wildey Street, Tarrytown, New York 10591 and the Town of Greenburgh ("Greenburgh"), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, White Plains, New York 10607.

**WHEREAS**, Section 119-O of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, for the purposes of this agreement, the term hereinafter referred to as the Special Weapons and Tactics Unit ("SWAT"), shall mean a unit consisting of police officers from the respective jurisdictions of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and Greenburgh, duly formed to effectuate a joint service committed to quickly respond to situations involving barricaded suspects, potentially armed and dangerous suspects and/or to execute high risk arrest and search warrants as well as respond to other situations where the specialized weapons and equipment and advanced tactical training of SWAT Team members would provide an advantage over the weapons, equipment and training that are normally employed by uniformed police officers, thereby potentially reducing the risk of injury to residents and police officers while helping to ensure an overall favorable outcome of the event; and

**WHEREAS**, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and the Town of Greenburgh (collectively, the "Municipalities") are members of SWAT; and

**WHEREAS**, SWAT, as a joint service, is charged with extra-territorial jurisdiction to make arrests and execute warrants within the respective jurisdictions of the Municipalities as necessary for the undertaking of this Agreement; and

**WHEREAS**, SWAT will be headquartered out of the Greenburgh Police Department; and

**WHEREAS**, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown and the Town of Greenburgh require that the Municipalities participating in SWAT provide indemnification, representation, warranties and covenants and other matters described in the Agreement for the benefit of the Municipalities;

**NOW THEREFORE, BE IT AGREED** by and between Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and the Town of Greenburgh, and their successors and assigns, for the consideration named herein as follows:

**ARTICLE ONE**  
**Purpose of the Agreement**

- A. The purpose of this Agreement is to:
1. Maintain a joint Special Weapons and Tactics Team by the Village of Ardsley Police Department, the Village of Dobbs Ferry Police Department, the Village of Elmsford Police Department, the Village of Hastings-on-Hudson Police Department, the Village of Irvington Police Department, the Village of Tarrytown Police Department and the Town of Greenburgh Police Department (hereinafter referred to as “SWAT Team”) that will be available to any participating entity in the event of an emergency in accordance with the provisions of this Agreement;
  2. Formalize rules and regulations providing for a single team commander, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;
  3. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment; and
  4. Provide for more efficient utilization of law enforcement resources and services through commitment of police officers from the participating municipalities, in accordance with their capabilities, that would benefit public safety and the safety of police personnel.

**ARTICLE TWO**  
**Approval, Duration and Termination**

- A. This Agreement shall not be effective until approved by a majority vote, as required by Section 119-O of the General Municipal Law, of the governing body of each Municipality.
- B. The initial term of this Agreement shall be five years, which term shall commence upon the execution of this Agreement by the last signing party. Upon expiration the terms herein shall continue, however, until all legislative bodies have held their respective organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2026.
- C. A Municipality may terminate any rights and obligations under this Agreement at any time by giving thirty days (30) written notice to each of the parties to the Agreement as provided herein.

**ARTICLE THREE**  
**Consideration**

- A. In exchange for the commitment of police officer(s) by Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown to SWAT, Greenburgh agrees to provide the facilities and the resources of its Police Department to arrange for and provide training; maintain appropriate records of the training completed by each member; secure and distribute equipment and supplies, and otherwise administer SWAT.
- B. Municipalities will be reimbursed from funds appropriated annually by the Town of Greenburgh in its Town Entire Budget under the A.3123 Department. Such reimbursement shall be for overtime expended by the Municipality in connection with training of their members in weapons, equipment and tactics as approved by Greenburgh and directed by the SWAT Team commander. Such reimbursement shall include the overtime hourly rate, the Social Security/Medicare match, Workers'

Compensation and New York State Retirement. The amount available for reimbursement to the Municipality shall be calculated by multiplying the number of SWAT officers assigned to the team during the respective year, times \$6,000.00. For example, a Municipality with two (2) officers assigned to the SWAT Team shall have a total of \$12,000.00 available for reimbursement. No reimbursement shall be made for hours involved in actual SWAT operations. Expenses for actual SWAT operations shall be borne by the individual Municipality. Greenburgh shall also be responsible for purchasing all necessary equipment, uniforms, weapons, ammunition, and other required supplies from expense lines set up for this purpose under the A.3123 Department. Any and all other expenses associated with a Municipality's participation in SWAT not specifically mentioned in this Agreement shall be borne by the individual Municipality.

**ARTICLE FOUR**  
**Control of Personnel and Equipment**

- A. The Incident Commander of the agency responsible for the geographic jurisdiction in which an incident occurs shall be in command of the operation(s) under which the SWAT Team is requested. The SWAT Team Commander shall report to the Incident Commander. SWAT Team members will be under the supervisory control and direction of the SWAT Team structure during incidents and training events. Specifically, during incidents occurring within the Town of Greenburgh, the Incident Commander shall be a member of the Town of Greenburgh Police Department. During incidents occurring within the Village of Dobbs Ferry, the Incident Commander shall be a member of the Village of Dobbs Ferry Police Department. During incidents occurring within the Village of Hastings on Hudson, the Incident Commander shall be a member of the Village of Hastings-on-Hudson Police Department. During incidents occurring within the Village of Irvington, the Incident Commander shall be a member of the Village of Irvington Police Department. During incidents occurring within the Village of Tarrytown the Incident Commander shall be a member of the Village of Tarrytown Police Department. During incidents occurring in the Village of Elmsford the Incident Commander shall be a member of the Village of Elmsford Police Department.
- B. In exchange for the commitment of police officer(s) by the villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown to the SWAT Team, The Town of Greenburgh agrees to provide the facilities and the resources of its police department to arrange for and provide training; maintain appropriate records of the training completed by each member; prepare, submit and maintain all annual budgetary responsibilities; secure and distribute equipment and supplies, and otherwise administer SWAT which includes selecting and providing the Team Commander.
- C. Each party agrees that the selection of the SWAT Team Leaders and members will be made by the SWAT Team Commander.
- D. It is understood that while operating either in training or at a SWAT incident under the command of the SWAT Team Commander or his designee, all team members shall adhere to the SWAT Team Standard Operating Procedures.
- E. Each Municipality agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC).

**ARTICLE FIVE**

**Privileges and Immunities**

- A. To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the SWAT team when performing its functions within the public agency's territorial limits shall apply to the activities of the SWAT team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.
- B. Specifically, pursuant to sections §119-n(c) and § 119-o GML, law enforcement officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

**ARTICLE SIX**

**Line of Duty Death or Injury**

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

**ARTICLE SEVEN**

**Insurance**

- A. With regard to any activities on property owned or maintained by the respective Municipalities, the Municipalities agree to secure and maintain throughout the term of this Agreement, general liability, property damage and automobile liability insurance sufficient to protect the Municipalities for personal injury, including accidental death, as well as claims for property damage which may arise out of the activities of the SWAT Unit under this Agreement. The amounts of such insurance shall not be less than \$1,000,000 per occurrence.
- B. The respective Municipalities agree to name each other as additional insured parties on all relevant policies and uses. The Municipalities agree to furnish copies of their respective insurance policies with the above insurance requirements to each other, as designated herein, within five (5) business days of the date of execution of this Agreement. The parties agree to report to each other any accident or claim arising out of SWAT Unit activities as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or who are knowledgeable about any accident or claim.

**ARTICLE EIGHT**

**Indemnification and Save Harmless**

- A. The **Town of Greenburgh** covenants and agrees at its sole cost to indemnify and hold harmless the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts,



damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of Greenburgh, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of Greenburgh as provided herein, and the Town of Greenburgh shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- B. The **Village of Ardsley** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Ardsley, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Ardsley as provided herein, and the Village of Ardsley shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- C. The **Village of Dobbs Ferry** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Dobbs Ferry, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is

asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Dobbs Ferry as provided herein, and the Village of Dobbs Ferry shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- D. The **Village of Elmsford** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Elmsford, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Elmsford as provided herein, and the Village of Elmsford shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- E. The **Village of Hastings-on-Hudson** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Hastings-on-Hudson, its officers, agents employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Hastings as provided herein, and the Village of Hastings-on-Hudson shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- F. The **Village of Irvington** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or

Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Irvington, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Irvington as provided herein, and the Village of Irvington shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- G. The **Village of Tarrytown** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Irvington, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Tarrytown, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Irvington, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Tarrytown as provided herein, and the Village of Tarrytown shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld.

- H. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- I. The Municipalities acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

#### **ARTICLE NINE** **Authority for Execution**

The respective representatives of each Municipality, who executed this Agreement on the behalf of their respective Municipal Corporations, are duly authorized and empowered to execute this Agreement.

**ARTICLE TEN**  
**Notices**

Any and all notices, communications, payments and demands required under this Agreement shall be made in writing, addressed as follows, or to such other addresses as may be hereafter designated, in writing, by each party hereto:

**To Ardsley:**

Village Manager Village of Ardsley  
507 Ashford Avenue  
Ardsley, New York 10502

**To Dobbs Ferry:**

Village Administrator Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York 10522

**To Elmsford:**

Village Administrator Village of Elmsford  
15 South Stone Avenue  
Elmsford, New York 10523

**To Greenburgh:**

Town Supervisor Town of Greenburgh  
177 Hillside Avenue  
White Plains, NY 10607

**To Hastings:**

Village Manager Village of Hastings-on-Hudson  
7 Maple Avenue  
Hastings-on-Hudson, New York 10706

**To Irvington:**

Village Administrator Village of Irvington  
85 Main Street  
Irvington, New York 10533

**To Tarrytown:**

Village Administrator Village of Tarrytown  
21 Wildey Street  
Tarrytown, New York 10591

**ARTICLE ELEVEN**  
**Waiver**

No waiver or any breach or of any condition of this Agreement will be binding unless executed in writing and signed by the party waiving such breach. No such waive shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such any or other breach unless the waiver shall include the same.

**ARTICLE TWELVE**  
**Entire Understanding**

This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been, and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

**ARTICLE THIRTEEN**  
**Modification**

Neither this Agreement, nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged by all parties to this Agreement with the same formality as this Agreement.

**ARTICLE FOURTEEN**  
**Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

**ARTICLE FIFTEEN**  
**Legal Interpretation**

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

**ARTICLE SIXTEEN**  
**Counterparts**

This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

**IN WITNESS THEREOF**, the parties have agreed to the terms and conditions set forth and executed this Agreement, the date and year above written.

VILLAGE OF ARDSLEY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before, me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York

State of New York                    )  
  )s.s.:  
County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Village of Ardsley and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

\_\_\_\_\_  
Notary Public, New York



VILLAGE OF DOBBS FERRY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York

State of New York                    )  
  )s.s.:  
County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Village of Dobbs Ferry and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

\_\_\_\_\_  
Notary Public, New York

VILLAGE OF ELMSFORD

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York

State of New York                    )  
  )s.s.:  
County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Village of Elmsford and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

\_\_\_\_\_  
Notary Public, New York

VILLAGE OF HASTINGS-ON-HUDSON

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York



State of New York                    )  
  )s.s.:  
County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Village of Hastings-on-Hudson and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

\_\_\_\_\_  
Notary Public, New York

VILLAGE OF IRVINGTON

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York

State of New York                    )  
  )s.s.:

County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Village of Irvington and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

\_\_\_\_\_  
Notary Public, New York

VILLAGE OF TARRYTOWN

By: \_\_\_\_\_

Dated: \_\_\_\_\_

State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York

State of New York                    )  
  )s.s.:

County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Village of Tarrytown and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

\_\_\_\_\_  
Notary Public, New York

TOWN OF GREENBURGH

By: \_\_\_\_\_

Dated: \_\_\_\_\_



State of New York                    )  
  )s.s.:  
County of Westchester )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, New York

State of New York                    )  
  )s.s.:

County of Westchester )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he/she resides at \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the Town of Greenburgh and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Town.

\_\_\_\_\_  
Notary Public, New York