



## AGENDA

### Ardsey Village Board of Trustees

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**8:00 PM - Tuesday, September 8, 2020**

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

- The Governor has not yet extended the Executive Order that permits online meetings. Therefore, this particular Board of Trustees meeting will be held in person and via Zoom. The Village is, however strongly encouraging public participation via Zoom, rather than in person as strict COVID-19 protocols remain in place. Should the maximum number of in person attendees be reached, members of the public will not be permitted inside the courtroom for the meeting and will be asked to participate via Zoom instead.
- To Join Zoom Meeting please visit:

Join Zoom Meeting

<https://us02web.zoom.us/j/84299352718?pwd=ZFgxZmxyaVVEb0hFaHpKMHpOS2FYZz09>

Meeting ID: 842 9935 2718

Passcode: 188237

One tap mobile

+19292056099,,84299352718# US (New York)

13017158592,,84299352718#

Dial by your location

+1 929 205 6099 US (New York)

+Meeting ID: 842 9935 2718

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

Page

**8:05 p.m. - PUBLIC HEARING-  
CONTINUATION**

To Pursue Eminent Domain Proceedings for the properties located at Heatherdell Road & Saw Mill River Road

**1. ANNOUNCEMENT OF EXIT SIGNS**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES:**

3.a Regular Meeting Minutes-August 3, 2020

**4. DEPARTMENT REPORTS**

**4.1. LEGAL**

**4.2. MANAGER**

4.2.a Village Manager's Report-September 8, 2020  
Report to be provided at the meeting.

**4.3. TREASURER**

4.3.a Abstract Report -September 8, 2020

**4.4. BUILDING**

4.4.a No Building Department Report

**4.5. FIRE**

4.5.a No Fire Department Report

**4.6. POLICE**

4.6.a No Police Department Report

**4.7. MAYOR'S ANNOUNCEMENTS**

**4.8. COMMITTEE & BOARD REPORTS**

**5. VISITORS**

**6. OLD BUSINESS:**

**7. NEW BUSINESS:**

7.a Consider a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding With Sustainable

4 - 12

13 - 22

23 - 27

- |         |     |  |
|---------|-----|--|
|         |     | Westchester, Inc. for participation in the Community Choice Aggregation Program  |
| 28 - 29 | 7.b | Consider a Resolution Authorizing the Village Manager to Sign an Extension Amendment to the Agreement for Services Between the Village of Ardsley and Pace University for services related to the Comprehensive Plan |
| 30      | 7.c | Consider a Resolution Authorizing the Village Manager to Extend Vacation Time Carryover  |
| 31 - 34 | 7.d | Consider a Resolution Authorizing the Village Manager to Execute an Agreement Between the Village of Ardsley and Student Assistance Services for Substance Abuse Prevention  |
| 35 - 36 | 7.e | Consider a Resolution Permitting a Menorah Display-2020  |
| 37 - 38 | 7.f | Consider a Resolution Declaring Lead Agency and Scheduling a Public Hearing for CPD Energy Corp. (Mobil) 891 Saw Mill River Road   |
| 39      | 7.g | Consider a Resolution to Appoint Glenn Weinberg to the Conservation & Environmental Advisory Committee (CEAC)  |
| 40      | 7.h | Consider a Resolution to Appoint Michael Fischgrund to Conservation & Environmental Advisory Committee (CEAC)  |
| 41      | 7.i | Consider a Resolution to Adopt the Retention & Disposition Schedule for New York Local Government Records (LGS-1)  |
| 42 - 45 | 7.j | Consider a Resolution Awarding Contracts for 2020 Joint Road Milling & Resurfacing   |
| 46 - 66 | 7.k | Consider a Resolution to Award Bid for 2020 Curbing Project  |
| 67      | 7.l | Consider a Resolution Amending Village Manager's Employment Contract   |

**8. CALL FOR EXECUTIVE SESSION**

**9. ADJOURNMENT OF MEETING**

**10. NEXT BOARD MEETING:**

September 21, 2020



## MINUTES

### Ardsey Village Board of Trustees

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**8:00 PM - Monday, August 3, 2020**

Meeting held Via Zoom

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

**8:05 p.m. - PUBLIC HEARING-CONTINUATION** To Pursue Eminent Domain Proceedings for the properties located at Heatherdell Road & Saw Mill River Road

1. 8:05 p.m. Public Hearing -To Pursue Eminent Domain Proceedings for the Properties Located on Heatherdell Road and Saw Mill River Road.

**Trustee Edelstein:** Resolved that this public hearing be adjourned and continued for public comment and submissions and all other necessary proceedings and deliberations until September 8, 2020 at 8:05 p.m. **Seconded by Trustee D'Emilio and passed unanimously 5-0-0**

**8:15 P.M. - PUBLIC HEARING** To Discuss the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel ice cream shop.

1. To discuss the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel ice cream shop.

**Mayor read the Notice on the Record**

**Comments:**

- Alexander Doong Carvel owner explained the plans to relocate to 800 Saw Mill River Road.
- Hours of operation will be from 11:00 a.m. to 10:00 p.m. Seven days a week with four employees.
- Will not have indoor seating at this location. Outside seating could be a possibility.
- Renovations could take about a month and expects reopening in October 2020.
  
- Trustee DiJusto questioned approval from Carvel. Mr. Doong explained that Carvel has not given the green light to move forward with the location change.
  
- Building Inspector Larry Tamasso stated that they will need approximately 5 parking spaces.

**At 8:32 p.m. Trustee DiJusto:** Resolved that this public hearing be closed for the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel ice cream shop. **Seconded by Trustee Yager and passed unanimously 5-0-0.**

- 1. ANNOUNCEMENT OF EXIT SIGNS**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES:**

3.1 Regular Meeting Minutes-July 6, 2020

**Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously.**  
**RESOLVED** Meeting Minutes -Regular Meeting July 6, 2020  
RESOLVED that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, July 6, 2020 as submitted.

- 4. DEPARTMENT REPORTS**

- 1. LEGAL**

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

- 2. MANAGER** Manager's Report-August 3, 2020

- 2.a Village Manager Meredith Robson read the following report dated August 3, 2020.
1. **CENSUS:** Census takers will begin knocking on doors on August 11th for those who have not yet completed their census forms. Please complete the form as soon as possible! Although we have a relatively high response rate, we have not yet even hit our response rate mark from the 2010 census. Census counts may make a huge difference in potential federal funding opportunities and representation.
  2. **LABOR DAY CLOSING:** All offices, including the Library, Community Center, Court, and the Department of Public Works will be closed on Monday, September 7, 2020 in observance of Labor Day. Since there will be no garbage collection on Monday, there will be Village-wide garbage collection on Tuesday, September 8, 2020. The rest of the week will follow a normal schedule.
  3. **REMINDER - OPENING OF VILLAGE HALL:** As of Monday, June 29th, Village Hall has been open to the public. However, I just want to remind everyone that there are strict COVID-19 preventative measures in place that are required to be followed. All documents should be left in either the drop box in the vestibule or in a box in the administrative side of Village Hall and they will be reviewed and acted upon by staff at a later date. The documents will not be handled immediately. Masks AND social distancing requirements are in place. Until further notice, the only public entrance is the main entrance on Ashford Ave. We encourage everyone to call Village Hall before coming in to see a particular staff member to ensure that they will be available and that the requested service is one that needs to be handled other than through mail, drop off or electronic means.
  4. **HIRING:** I am pleased to announce that I have hired the following staff members:  
Laborer - Matthew Meyers, \$63,372/year, effective July 27, 2020
  5. **CON EDISON GAS LINE PROJECT:** We are receiving updated project schedules from Con Ed and will post them on our website.
  6. **ONLINE PAYMENT AND REGISTRATION:** We are currently working on implementing online access for all payments to the Village, not just taxes, which will provide an easier option for taking care of business with the Village. As soon as we finalize this process, we will get out additional information. We are also working on a new program that will allow for online registration and payment for Recreation programs in the Village. We expect that this will be available to the public sometime in September.
  7. **TENNIS COURT AVAILABILITY:** As of August 1, registration is required for use of the tennis courts. Please contact the Recreation Department at 693-

8012. Use fees are prorated this first year since we have not had the courts available the entire season.

### **3. TREASURER**

#### 3.a Abstract Report-August 3, 2020

Village Manager Robson read the Treasurer's Report for August 3, 2020.

Village Manager Robson stated that the bills for the past two weeks totaled as follows: From the General Fund: \$511,477.96; from the Sewer Fund: \$0.00; from the Trust & Agency fund: \$4,290.00 and from the Capital Fund: \$151,249.66.

**Moved by Trustee Yager, Seconded by Trustee D'Emilio 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: \$511,477.96; from the Sewer Fund: \$0.00; from the Trust & Agency Fund: \$4,290.50 and from the Capital Fund: \$151,249.66.

### **4. BUILDING**

#### 4.a Building Department Report June 2020

Building Inspector, Larry Tomasso read the June 2020 monthly report:

- 22 Building permits
- 20 Application fees
- 10 Certificates of Occupancy
- 3 Plumbing permits
- 7 Electrical permits
- 10 Letters of Compliance
- 0 Miscellaneous
- Total received - \$26,008.75
- Other activities
- 67 Building Inspections Performed
- 10 Zoning inspections
- 0 Fire inspections
- 6 Violation notices
- 0 Warning notices
- 0 Appearance tickets

### **5. FIRE**

#### 5.a Fire Department Report June 2020

Fire Chief Padraic Murray read the June 2020 Monthly report:

- June 4th, 11th & 18th Members held Zoom training.
- June 24th- Chiefs' Murray, Mancini & Podalski attended B-14 Chiefs virtual meeting.
- June 25th- Members held first in person drill.
- 24 Calls for the Month

Training:

- June 4th Zoom Drill- discussion on how to wear mask, gloves & handle calls appropriately during pandemic.
- June 11th Zoom Drill- discussion on new hose stretches/placement on apparatus
- June 18th Zoom Drill-discussion on traffic control & radio communication
- June 25th members drilled on hose stretching & hydrant hookups.

## **6. POLICE**

### 6.a Police Department Report June 2020

Chief Piccolino reported the following activities for June 2020:

- Court fine and fees - \$4,458.00.
- Property lost or stolen - \$1,634.56
- Property Recovered - \$0.00
- Alarm fines and fees - \$115.00
- Meter collection - \$658.35
- 0 Parking summonses issued
- 28 UTT summonses issued
- 6 Appearance ticket issued

### **TRAINING**

- Total training for the month of June - 0 hours  
(Most training had been cancelled due to the pandemic)

### **COMMUNITY POLICING**

Due to the current Coronavirus epidemic community policing officers have been reassigned to patrol duties.

### **Community Information**

On June 20th, 2020 at 1:12 a.m. officers Roemer & Rovida assisted a young resident in delivering their first child. Congratulations to the young couple, the officers and the Ambulance Corp. who rendered assistance in a professional manner.



### **CORONAVIRUS 2019:**

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.

In light of new data about how COVID-19 spreads, along with evidence of widespread COVID-19 illness in communities across the country, CDC recommends that people wear a cloth face covering to cover their nose and mouth in the community setting. This is an additional public health measure people should take to reduce the spread of COVID-19 in addition to (not instead of) social distancing, frequent hand cleaning and other everyday preventative actions. A cloth face covering is not intended to protect the wearer, but may prevent the spread of virus from the wearer to others. This would be especially important in the event that someone is infected but does not have symptoms. A cloth face covering should be worn whenever people must go into public settings (grocery stores, for example). Medical masks such as N-95 respirators are reserved for healthcare workers and other first responders, as recommended by current CDC guidance.

- 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:

- Census takers will be wearing ID badges when going door to door. If residents have any questions please call 844-330-2020.
- Our flags are flying half staff in honor of the passing of John Lewis former United States Representative.
- Participated in a two day Implicit Bias Training and thanked Village Manager Robson for organizing this training.
- The bathrooms at Pascone Park will be reopening soon.
- Recognized Officers Roemer and Rovida for helping with the birth of the baby.
- If your power goes out due to the storm please call Con Edison at 1-800-75-CONED.

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

- 8.a
- Trustee DiJusto-Nothing to report.
  - Trustee Yager announced that we are still working through the Comprehensive Plan and we are scheduled for a Work Session on Thursday, August 13, 2020 and focusing on the waterfront revitalization plan. In the next month or two we will open up public discussions.
  - Trustee D'Emilio reminded residents that the Ardsley Public Library reopened Monday, Wednesday & Friday by appointment for browsing only. They will continue to do curbside pick up.
  - Trustee Edelstein announced that the Multicultural, Diversity, & Inclusion Committee and the Ardsley Public Library will be sponsoring a virtual book club on Thursday, August 13, 2020 7:30 p.m. If you have questions regarding this event, please email: [multicultural@ardsleyvillage.com](mailto:multicultural@ardsleyvillage.com). The title of the book is the Hate U Give.

## **5. VISITORS**

## **6. OLD BUSINESS:**

- 6.1 **Consider a Resolution Approving the Permit to Convert the Former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel Ice Cream Shop**

**Moved by Trustee DiJusto Seconded by Trustee Yager passed unanimously.**  
**RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel Ice Cream Shop as presented by the applicant.

Subject to the following conditions:

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

**7. NEW BUSINESS:**

- 7.1 Consider a Resolution Authorizing the Village Manager to Sign an Inter-Municipal Agreement with Westchester County for the Repository Integrated Criminalistic Information System ("RICI System")**

**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 Manager to sign an inter-municipal agreement with Westchester County for the Repository Integrated Criminalistic Information System ("Rici System") at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, New York 10601.

- 7.2 Consider a Resolution Authorizing the Village Manager to Sign an Agreement with Leaders2C, Inc. for Implicit Bias Training**

**Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously.**  
**RESOLVED** that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Leaders2C, LLC located at 215 Brooke Avenue, Unit 801, Norfolk, VA 23510 for Implicit Bias Training effective July 27, 2020.

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

**Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED** that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2019/2020 Village Budget by transferring \$205,661.45

**FROM LINE ITEMS:**

|                               |            |
|-------------------------------|------------|
| 001.9030.0802 Social Security | 35,648.96  |
| 001.1990.0400 Contingency     | 132,000.00 |
| 001.1964.0462 Certiorari      | 38,012.49  |

**TO LINE ITEMS:**

|  |            |
|--|------------|
| 001.1325.0100 Personnel Services Regular | 12,800.00  |
| 001.1325.0110 Acct Clerk/Sr. Acct Clerk  | 5,550.07   |
| 001.1410.0100 Personnel Services Regular | 2,818.56   |
| 001.1620.0431 Telephone                  | 4,103.60   |
| 001.1989.0400 Contractual                | 76.51      |
| 001.3410.0270 Tools and Operating Equip  | 9,400.22   |
| 001.8560.0415 Tree Maintenance           | 900.00     |
| 001.3120.0101 Personal Services          | 138,052.61 |
| 001.7185.0452 Bldg. Maintenance          | 31,959.88  |

**7.4 Consider a Resolution Authorizing the Village Manager to Sign an Agreement with Ayoola Obi-Tennis Professional -For Tennis Lessons**

**Moved by Trustee DiJusto, Seconded by Trustee Yager and passed unanimously. RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Ayoola Obi, Tennis Professional, located at 285 East 199 Street, Apt 4C, Bronx, NY 10458 for Tennis Lessons offered through the Ardsley Parks & Recreation Department effective immediately.

**8. CALL FOR EXECUTIVE SESSION-PERSONNEL MATTERS**

**9. ADJOURNMENT OF MEETING**

**10. NEXT BOARD MEETING:** Tuesday, September 8, 2020

Respectfully Submitted,

Ann Marie Rocco  
Village Clerk

ABSTRACT FOR VILLAGE BOARD MEETING OF  
SEPTEMBER 8th, 2020

|                                |                     |
|--------------------------------|---------------------|
| <u>GENERAL FUND</u>            | <u>\$366,354.81</u> |
| <u>TRUST &amp; AGENCY FUND</u> | <u>\$0</u>          |
| <u>CAPITAL FUND</u>            | <u>\$15,896.25</u>  |
| <u>SEWER FUND</u>              | <u>\$67.96</u>      |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>           | <b>Description</b>             | <b>Amount</b> |
|-------------|------------------------------|--------------------------------|---------------|
| 6/26/2020   | A1 COMPUTER SERVICES INC.    | Installation of Storage Device | 230.00        |
| 8/7/2020    | A1 COMPUTER SERVICES INC.    | IT support for August 2020     | 1,326.50      |
| 8/7/2020    | A1 COMPUTER SERVICES INC.    | IT support for August 2020     | 732.00        |
| 8/7/2020    | A1 COMPUTER SERVICES INC.    | IT support for August 2020     | 175.00        |
| 9/1/2020    | A1 COMPUTER SERVICES INC.    | SETUP NEW NAS-FIRE DEPT        | 230.00        |
| 9/1/2020    | AAA EMERGENCY SUPPLY CO      | Gloves and Fire Scene Tape     | 177.80        |
| 9/1/2020    | AAA EMERGENCY SUPPLY CO      | Scott Bottle repair            | 90.00         |
| 5/13/2020   | ACME EXTERMINATING           | Service for May 2020           | 69.66         |
| 8/20/2020   | ACME EXTERMINATING           | August Service 465396          | 69.66         |
| 5/29/2020   | AIRGAS                       | Oxgyn Rental inv 9969387516    | 91.96         |
| 8/10/2020   | AIRGAS                       | inv 9972377030 oxg rental fee  | 91.96         |
| 8/12/2020   | ALARM SPECIALISTS INC        | monitoring for 8-12 to 11-11   | 89.85         |
| 9/1/2020    | ALL COUNTY MOBILE CONCRETE   | Concrete-Orlndo Sidewalk       | 1,287.00      |
| 9/1/2020    | ALL COUNTY MOBILE CONCRETE   | Concrete-Orlndo Sidewalk       | 150.00        |
| 9/1/2020    | ALL HANDS DETAILING          | FIRE CHIEF'S TRUCK DETAIL      | 350.00        |
| 6/18/2020   | AMCHAR WHOLESALE INC.        | Rifle flash light              | 536.16        |
| 7/21/2020   | AMERICAN HOSE & HYDRAULIC    | Repair & Replace Bushings on P | 1,605.73      |
| 8/10/2020   | AMERICAN HOSE & HYDRAULIC    | Payloader-Piston and bearings  | 1,605.73      |
| 8/11/2020   | AMERITAS LIFE INSURANCE CORP | Dental premium August 2020     | 5,965.57      |
| 9/2/2020    | AMERITAS LIFE INSURANCE CORP | September dental premium       | 5,862.54      |
| 8/27/2020   | ARGENTO AND SONS INC         | 3lb Spool .105 Cable Twist     | 49.00         |
| 8/27/2020   | ARGENTO AND SONS INC         | Throttle Cable                 | 12.99         |
| 8/24/2020   | ATLANTIC HYDRAULICS          | Hydraulic Hose                 | 304.56        |
| 9/1/2020    | AUTHENTIC CONNECTIONS        | 2020 student survey inv 1033   | 1,500.00      |
| 8/19/2020   | BEN ROMEO CO INC             | TP,Rags,Rakes,Seed             | 60.00         |
| 8/19/2020   | BEN ROMEO CO INC             | TP,Rags,Rakes,Seed             | 230.00        |
| 8/19/2020   | BEN ROMEO CO INC             | TP,Rags,Rakes,Seed             | 75.00         |
| 8/24/2020   | BEN ROMEO CO INC             | Pitch Forks                    | 175.40        |
| 8/14/2020   | BOND SCHOENECK & KING        | Legal Service Bill#19831746    | 1,100.00      |
| 8/31/2020   | BOND SCHOENECK & KING        | LEGAL SERVICES THROUGH JULY    | 900.00        |
| 9/1/2020    | BP                           | Fuel 7/28-8/27/20              | 327.86        |
| 8/17/2020   | BRUNI & CAMPISI INC          | charge unit R22                | 659.00        |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>           | <b>Description</b>             | <b>Amount</b> |
|-------------|------------------------------|--------------------------------|---------------|
| 9/2/2020    | BRYAN HEALY                  | MSR and CH MAA Dues            | 480.00        |
| 9/1/2020    | BSN SPORTS INC.              | swing set seats, chains        | 806.38        |
| 8/14/2020   | CABLEVISION LIGHTPATH INC.   | Inv 100365280 acct# 54191      | 2,284.36      |
| 9/4/2020    | CAPITAL MARKETS ADVISORS LLC | services for 2020 bond issue   | 9,668.30      |
| 6/18/2020   | CARDMEMBER SERVICE           | Assorted rifle accessories     | 659.94        |
| 6/18/2020   | CARDMEMBER SERVICE           | Assorted rifle accessories     | 197.94        |
| 6/18/2020   | CARDMEMBER SERVICE           | Assorted rifle accessories     | 71.85         |
| 7/13/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 950.00        |
| 7/30/2020   | CARDMEMBER SERVICE           | FCWC mtg registration          | 11.94         |
| 8/10/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 36.50         |
| 8/10/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 33.25         |
| 8/10/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 139.98        |
| 8/10/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 75.52         |
| 8/10/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 40.50         |
| 8/10/2020   | CARDMEMBER SERVICE           | Payment acct ending 8 5948     | 19.98         |
| 8/7/2020    | CARLA MANZO                  | 6 week summer fun 7/15-8/19/20 | 530.00        |
| 7/24/2020   | CDW GOVERNMENT               | VPNs for Trustee Tablets       | 461.05        |
| 7/24/2020   | CDW GOVERNMENT               | MS Office for new PD laptop    | 278.39        |
| 7/24/2020   | CDW GOVERNMENT               | Display port cable & switch    | 76.80         |
| 7/30/2020   | CDW GOVERNMENT               | Transcription Equipment        | 232.71        |
| 8/19/2020   | CENTRAL AVE CHRYSLER JEEP    | Battery-#94                    | 143.00        |
| 8/19/2020   | CENTRAL AVE CHRYSLER JEEP    | Motor Radiator & Anti          | 365.92        |
| 8/19/2020   | CENTRAL AVE CHRYSLER JEEP    | Battery & Credit Car 94        | 75.90         |
| 8/24/2020   | CITY OF YONKERS              | Organic Disposal               | 4,117.49      |
| 7/8/2020    | CLEAN AIR CO INC             | Inspect Exhaust quoteCACQ22087 | 707.48        |
| 8/19/2020   | Coban Technologies Inc.      | MVR repair cars 96, 97         | 212.50        |
| 8/19/2020   | Coban Technologies Inc.      | MVR repair cars 96, 97         | 290.00        |
| 8/13/2020   | CON EDISON                   | 59-9019-1967-0200-2 6-30 7-31  | 212.97        |
| 8/17/2020   | CON EDISON                   | 59-0906-2766-1300-1, 7-9,8-7   | 222.17        |
| 8/17/2020   | CON EDISON                   | 59-0906-2766-1500-6, 8/10/20   | 33.30         |
| 8/17/2020   | CON EDISON                   | 59-0906-2766-2100-4            | 31.57         |
| 8/17/2020   | CON EDISON                   | 590906276702002, 7-9 8-7       | 32.65         |
| 8/18/2020   | Con Edison                   | 511740043000010 7-13 8-11      | 34.76         |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>             | <b>Description</b>             | <b>Amount</b> |
|-------------|--------------------------------|--------------------------------|---------------|
| 8/18/2020   | Con Edison                     | 511751775500002 7-13 8-11      | 52.29         |
| 7/21/2020   | DELL MARKETING L.P.            | Computers for Police Dept      | 835.41        |
| 7/21/2020   | DELL MARKETING L.P.            | Computers for Police Dept      | 884.99        |
| 8/7/2020    | DIPIKA PATEL                   | For June, July, August 2020    | 867.60        |
| 8/10/2020   | DIVAL SAFETY AND SUPPLIES FOR  | Dival                          | 239.34        |
| 8/10/2020   | DIVAL SAFETY AND SUPPLIES FOR  | O2 Sensor freight charge       | 13.70         |
| 8/24/2020   | DONALD BROWN HOME IMPROVEMENTS | Gutters-Village Hall 8-14-20   | 185.00        |
| 9/2/2020    | DUNCAN PARKING TECHNOLOGIES IN | Parking meter fees             | 255.00        |
| 9/2/2020    | DUNCAN PARKING TECHNOLOGIES IN | Parking meter fees             | 50.00         |
| 9/2/2020    | DUNCAN PARKING TECHNOLOGIES IN | Parking meter fees             | 60.00         |
| 9/2/2020    | DUNCAN PARKING TECHNOLOGIES IN | Parking meter fees             | 75.00         |
| 9/2/2020    | DUNCAN PARKING TECHNOLOGIES IN | Parking meter fees             | 25.00         |
| 6/11/2020   | EAGLE PT GUN T J MORRIS & SON  | Training ammuniton             | 336.40        |
| 6/11/2020   | EAGLE PT GUN T J MORRIS & SON  | Training ammuniton             | 112.13        |
| 6/11/2020   | EAGLE PT GUN T J MORRIS & SON  | Training ammuniton             | 148.00        |
| 7/10/2020   | Edmunds GovTech                | WIPP Misc initial & annual fee | 1,220.00      |
| 9/4/2020    | EXPANDED SUPPLY PROD INC       | Traffic Wands,Frame&Grate,Nozz | 971.92        |
| 9/4/2020    | EXPANDED SUPPLY PROD INC       | Traffic Wands,Frame&Grate,Nozz | 317.00        |
| 8/6/2020    | FEDEX                          | Various Mailings               | 108.21        |
| 8/6/2020    | FEDEX                          | Invoice 1749-5497-6            | 69.26         |
| 9/3/2020    | FEDEX (Freight)                | Shipping charges #5272581602   | 145.00        |
| 8/24/2020   | GABRIELLI TRUCK SALES LTD      | Filters                        | 134.45        |
| 9/1/2020    | GABRIELLI TRUCK SALES LTD      | Seat,sadle,cushion             | 452.21        |
| 8/20/2020   | GAINES NOVICK PONZINI COSSU &  | Invoice 28141                  | 3,840.00      |
| 8/7/2020    | George Berardi                 | For June, July, Augst 2020     | 433.80        |
| 6/11/2020   | GEORGE MALONE                  | direct public and govt access  | 791.45        |
| 8/10/2020   | GRAINGER                       | Parts for Ice Machine          | 175.24        |
| 9/2/2020    | HOY PLUMBING INC.              | 2 new shower units-PD          | 296.09        |
| 7/20/2020   | JAMES J HAHN ENGINEERING PC    | Heatherdell Fence & Slope      | 487.50        |
| 7/20/2020   | JAMES J HAHN ENGINEERING PC    | Paving                         | 3,406.25      |
| 7/20/2020   | JAMES J HAHN ENGINEERING PC    | Paving                         | 201.25        |
| 7/20/2020   | JAMES J HAHN ENGINEERING PC    | Paving                         | 115.00        |
| 9/4/2020    | JAMES J HAHN ENGINEERING PC    | services for August 2020       | 6,161.25      |



**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>            | <b>Description</b>                         | <b>Amount</b> |
|-------------|-------------------------------|--|---------------|
| 9/4/2020    | JAMES J HAHN ENGINEERING PC   | services for August 2020-heatherdell fence | 1,263.75      |
| 9/4/2020    | JAMES J HAHN ENGINEERING PC   | services for Aug 2020 milling and paving   | 1,285.00      |
| 7/30/2020   | L & L SPORTS                  | Training rifle PO Rovida                   | 350.00        |
| 8/31/2020   | LEADERS2C, LLC                | INTERACTIVE WORKSHOP JULY/AUG              | 8,000.00      |
| 8/7/2020    | LILLIAN MANNING               | For June, July, Augst 2020                 | 433.80        |
| 8/10/2020   | LONG ISLAND SANITATION EQUIP. | Gate                                       | 378.22        |
| 9/1/2020    | LONG ISLAND SANITATION EQUIP. | Gasket                                     | 94.41         |
| 9/1/2020    | LOOSELEAF LAW PUB. INC.       | legal updates                              | 207.30        |
| 8/20/2020   | M&B REPAIR SERVICES           | Replacement Parts, inv 9030                | 3,525.00      |
| 8/7/2020    | MARION DEMAIO                 | For June, July, Augst 2020                 | 1,735.20      |
| 8/7/2020    | MARY CALIFANO                 | For June, July, Augst 2020                 | 568.80        |
| 8/7/2020    | MEREDITH ROBSON               | Cell Phone usage for sept 2020             | 79.00         |
| 6/25/2020   | METRO SPORTS OFFICIALS        | referee fees 7/6 - 8/12/20                 | 792.00        |
| 9/4/2020    | NATIONAL GEAR & PISTON        | DEF Fluid                                  | 199.00        |
| 9/4/2020    | NATIONAL GEAR & PISTON        | DEF Fluid                                  | 199.00        |
| 9/1/2020    | NATIONAL STANDBY REPAIR       | Generator Maintenance                      | 1,241.67      |
| 8/12/2020   | NEW YORK POWER AUTHORITY      | July 2020 - electric                       | 1,932.37      |
| 8/12/2020   | NEW YORK POWER AUTHORITY      | July 2020 - electric                       | 464.57        |
| 8/12/2020   | NEW YORK POWER AUTHORITY      | July 2020 - electric                       | 548.28        |
| 8/12/2020   | NEW YORK POWER AUTHORITY      | July 2020 - electric                       | 1,755.68      |
| 8/12/2020   | NEW YORK POWER AUTHORITY      | July 2020 - electric                       | 431.68        |
| 8/12/2020   | NEW YORK POWER AUTHORITY      | July 2020 - electric                       | 2,677.92      |
| 8/18/2020   | NYS EMPLOYEES HEALTH INS      | Medical Insurance Sept 2020                | 133,972.96    |
| 8/10/2020   | O.S.P. FIRE PROTECTION        | Annual Fire Ext testing                    | 660.00        |
| 8/10/2020   | OPTIMUM                       | 8-8 to 9-7 for07869-931816-016             | 201.44        |
| 8/10/2020   | OPTIMUM                       | 8-8 to 9-7                                 | 120.22        |
| 8/10/2020   | OPTIMUM                       | 07869976631015 for 8-8 to 9-7              | 156.83        |
| 8/12/2020   | OPTIMUM                       | 07869-931817-01-4 for 8-8 9-7              | 29.95         |
| 8/24/2020   | OPTIMUM                       | usage for 8/23-9/22                        | 16.84         |
| 9/4/2020    | ORRICK HERRINGTON & SUTCLIFFE | services related to bond issue             | 13,610.00     |
| 8/17/2020   | ORTIZ WELDING                 | Plate for Packer                           | 2,133.00      |
| 8/19/2020   | ORTIZ WELDING                 | SS Plate                                   | 145.00        |
| 8/24/2020   | ORTIZ WELDING                 | Stainless panel                            | 50.00         |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>       | <b>Description</b>             | <b>Amount</b> |
|-------------|--------------------------|--------------------------------|---------------|
| 9/4/2020    | ORTIZ WELDING            | Bearings/Sanders               | 126.00        |
| 8/20/2020   | PABCO INDUSTRIES, LLC.   | 2 ply leaf bags                | 1,038.00      |
| 5/29/2020   | PARKWAY PEST SERVICES    | 807382                         | 150.00        |
| 5/29/2020   | PARKWAY PEST SERVICES    | 812366                         | 150.00        |
| 5/29/2020   | PARKWAY PEST SERVICES    | 821051                         | 150.00        |
| 8/3/2020    | PARKWAY PEST SERVICES    | PEST SERVICE JULY 2020         | 150.00        |
| 8/13/2020   | PARKWAY PEST SERVICES    | 826158, 834422 Pest Service    | 150.00        |
| 8/13/2020   | PARKWAY PEST SERVICES    | 826158, 834422 Pest Service    | 150.00        |
| 8/17/2020   | PARTS AUTHORITY          | Brakes and Pads                | 58.61         |
| 8/17/2020   | PARTS AUTHORITY          | Brakes and Pads                | 55.00         |
| 8/19/2020   | PARTS AUTHORITY          | Brake Pads & Drop Light        | 99.84         |
| 8/19/2020   | PARTS AUTHORITY          | Brake Pads & Drop Light        | 74.99         |
| 8/24/2020   | PARTS AUTHORITY          | Degrease,fluid,cleaner         | 50.01         |
| 8/24/2020   | PARTS AUTHORITY          | Degrease,fluid,cleaner         | 50.01         |
| 9/1/2020    | PARTS AUTHORITY          | Syn Oil                        | 25.74         |
| 8/17/2020   | PAUL BUNYAN TREE SERVICE | Stump Removal-Orlando          | 900.00        |
| 8/25/2020   | PAYLOCITY                | AUGUST PAYROLL FEES            | 825.00        |
| 8/10/2020   | PECKHAM INDUSTRIES INC   | Asphalt-Potholes               | 169.10        |
| 8/28/2020   | PERCISE TRANSLATIONS LLC | Court Interpreters inv3855     | 565.00        |
| 8/24/2020   | PROSPERO NURSERY         | Mulch                          | 120.00        |
| 9/4/2020    | RCA ASPHALT LLC          | asphalt                        | 145.08        |
| 8/10/2020   | READERS HARDWARE INC     | Cleaning Supplies              | 156.18        |
| 8/10/2020   | READERS HARDWARE INC     | Cleaning Supplies              | 298.57        |
| 8/13/2020   | READERS HARDWARE INC     | various Purchases              | 16.78         |
| 9/1/2020    | READERS HARDWARE INC     | Cleaning Supplies and Batterie | 698.62        |
| 8/10/2020   | READERS HARDWARE INC     | Tennis Court Key inv 943028    | 33.75         |
| 8/14/2020   | READERS HARDWARE INC     | Sprayer for playground-COVID   | 21.59         |
| 8/28/2020   | READERS HARDWARE INC     | invoice 944228, 944358         | 3.79          |
| 8/28/2020   | READERS HARDWARE INC     | invoice 944228, 944358         | 2.54          |
| 8/28/2020   | READERS HARDWARE INC     | invoice 944228, 944358         | 43.99         |
| 9/1/2020    | REDICARE LLC             | First Aid                      | 54.58         |
| 8/7/2020    | RICHARD GEREGHTY         | For June, July, Augst 2020     | 629.40        |
| 8/31/2020   | RICHARD THOMPSON         | services rendered 8/3-8/31/20  | 12,645.36     |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>              | <b>Description</b>             | <b>Amount</b> |
|-------------|---------------------------------|--------------------------------|---------------|
| 8/31/2020   | RICHARD THOMPSON                | services rendered 8/3-8/31/20  | 1,600.71      |
| 8/7/2020    | RICKY LAPINE                    | For June, July, August 2020    | 433.80        |
| 8/31/2020   | ROBERT PONZINI                  | September monthly retainer     | 5,833.00      |
| 8/10/2020   | ROSEDALE NURSERY                | Perennial plants SW gardens    | 239.52        |
| 8/10/2020   | SANITATION EQUIPMENT CORP       | Fabricated Metal-Packer        | 1,516.39      |
| 8/10/2020   | SAW MILL SUPPLIES               | Gravel Sidewalk-Orlando        | 233.00        |
| 8/10/2020   | SAW MILL SUPPLIES               | Gravel Sidewalk-Orlando        | 116.50        |
| 8/17/2020   | SAW MILL SUPPLIES               | Expansion Joints               | 112.50        |
| 8/17/2020   | SAW MILL SUPPLIES               | Soil, seed and hay             | 117.00        |
| 9/1/2020    | SAW MILL SUPPLIES               | Orlando Sidewalk-Top Soil      | 135.00        |
| 9/1/2020    | SAW MILL SUPPLIES               | Orlando Sidewalk-Top Soil      | 180.00        |
| 8/17/2020   | SCARSDALE FORD INC.             | Brakes and Spindle             | 310.61        |
| 8/17/2020   | SCARSDALE FORD INC.             | Brakes and Spindle             | 178.22        |
| 8/7/2020    | SMJT CORP DBA                   | August Cleaning Service        | 1,121.00      |
| 8/7/2020    | SMJT CORP DBA                   | August Cleaning Service        | 354.00        |
| 8/7/2020    | SMJT CORP DBA                   | August Cleaning Service        | 265.00        |
| 8/7/2020    | SMJT CORP DBA                   | August Cleaning Service-extra  | 1,125.80      |
| 9/1/2020    | SPRINT                          | Usage 7/2-8/1/2020             | 75.78         |
| 9/1/2020    | SPRINT                          | Usage 7/2-8/1/2020             | 188.19        |
| 8/24/2020   | STANDARD INSURANCE COMPANY      | Policy0044510000001, Sept 2020 | 910.00        |
| 5/29/2020   | STATE COMPTROLLER               | JC FINES MARCH 2020            | 12,711.11     |
| 5/29/2020   | STATE COMPTROLLER               | JC FINES APRIL 2020            | 3,360.00      |
| 5/29/2020   | STATE COMPTROLLER               | JC FINES MAY 2020              | 1,317.00      |
| 8/26/2020   | STATE COMPTROLLER               | JC FINES JUNE 2020             | 2,538.00      |
| 8/31/2020   | STATE COMPTROLLER               | JC FINES JULY 2020             | 5,663.00      |
| 8/7/2020    | STECICH MURPHY & LAMMERS LLP    | Legal Service for July 2020    | 821.00        |
| 9/1/2020    | STUDENT ASSISTANCE SERVICE COR  | Know 2 Prevent Speaker Series  | 2,000.00      |
| 5/29/2020   | SUEZ WATER WESTCHESTER DIST. 1  | Usage for 5/5-6/4              | 101.70        |
| 8/12/2020   | SUEZ WATER WESTCHESTER DIST. 1  | 05306245330000 7/2-8/3/20      | 101.70        |
| 5/29/2020   | SUEZ WATER WESTCHESTER DISTRICT | 0530967433000 5/5-6/4/20       | 242.56        |
| 8/12/2020   | SUEZ WATER WESTCHESTER DISTRICT | 05309674330000 7/3-8/4/20      | 313.72        |
| 8/12/2020   | SUEZ WATER WESTCHESTER DIST. #  | 05303390430000                 | 158.77        |
| 8/12/2020   | SUEZ WATER WESTCHESTER DIST. 1  | 05304811430000 for 7-2 8-3     | 97.73         |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>             | <b>Description</b>             | <b>Amount</b> |
|-------------|--------------------------------|--------------------------------|---------------|
| 8/12/2020   | SUEZ WATER WESTCHESTER DIST. 1 | 05300917230000 7-2 to 8-3      | 101.70        |
| 8/12/2020   | SUEZ WATER WESTCHESTER DISTRIC | 05308821430000 7-2 - 8-3       | 37.10         |
| 8/12/2020   | SUEZ WATER WESTCHESTER DISTRIC | 05309793330000 7-2 8-3         | 121.79        |
| 8/12/2020   | SUEZ WATER WESTCHESTER DISTRIC | 05304921430000                 | 171.61        |
| 8/19/2020   | The Grit Ninja                 | Ninj 1 week camp               | 4,560.00      |
| 8/17/2020   | THE JOURNAL NEWS               | subscription statement         | 459.92        |
| 8/19/2020   | THE JOURNAL NEWS               | General Foreman Ad,acct 219807 | 1,825.00      |
| 8/27/2020   | THE JOURNAL NEWS               | laborer/foreman position       | 176.00        |
| 8/19/2020   | THE RIVERTOWNS ENTERPRISE      | work session/8/13/20           | 19.59         |
| 8/24/2020   | THE RIVERTOWNS ENTERPRISE      | SAYF Coalition Advertisement   | 355.00        |
| 8/13/2020   | THE RIVERTOWNS ENTERPRISE      | Renewal for acct 6430          | 50.00         |
| 8/21/2020   | THE RIVERTOWNS ENTERPRISE      | Subscription Renewal Acct 6430 | 50.00         |
| 8/7/2020    | THOMAS GREEN                   | For June, July, Augst 2020     | 629.40        |
| 8/7/2020    | TOWN OF GREENBURGH             | Cust #'s 13707, 13709          | 20.00         |
| 8/7/2020    | TOWN OF GREENBURGH             | Cust #'s 13707, 13709          | 3,885.61      |
| 8/26/2020   | Tritech Software Systems       | RMS contract                   | 8,663.55      |
| 9/1/2020    | US Playground Surfacing LLC    | playground surfacing chips     | 1,693.50      |
| 8/3/2020    | VERIZON                        | Usage for 7/22-8/21            | 32.63         |
| 8/3/2020    | VERIZON                        | Usage for 7/22-8/21            | 0.62          |
| 8/6/2020    | VERIZON                        | Payment for invoice dated 7-31 | 3.32          |
| 8/17/2020   | VERIZON                        | 914-693-8298 for 8/2-9/1       | 65.46         |
| 8/17/2020   | VERIZON                        | 914-693-3494-588, 8/4-9/3      | 48.56         |
| 8/17/2020   | VERIZON                        | 914-693-2101-196, 8-10 9-9     | 439.15        |
| 8/27/2020   | VERIZON                        | Usage for 8-22 to 9-21         | 29.15         |
| 8/27/2020   | VERIZON                        | Usage for 8-22 to 9-21         | 32.52         |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b>               | <b>Vendor Name</b>             | <b>Description</b>             | <b>Amount</b>            |
|---------------------------|--------------------------------|--------------------------------|--------------------------|
| 8/13/2020                 | VERIZON SELECT SERVICES INC.   | Usage for 8/1/20               | 0.81                     |
| 8/3/2020                  | VERIZON WIRELESS               | Usage for 6/24-7/23            | 78.23                    |
| 8/24/2020                 | VERIZON WIRELESS               | Usage for 7/13-8/12            | 494.97                   |
| 9/2/2020                  | VERIZON WIRELESS               | svc 7/24-8-23 acct 882428165   | 101.00                   |
| 9/2/2020                  | VERIZON WIRELESS               | previous bal acct 882428165    | 78.23                    |
| 7/23/2020                 | VIGILANT SOLUTIONS INC         | Vigilant LPR contract          | 1,050.00                 |
| 8/4/2020                  | VILLAGE OF DOBBS FERRY         | July 2020 Gas Usage            | 1,505.58                 |
| 8/4/2020                  | VILLAGE OF DOBBS FERRY         | Gas and Diesel Usage July 2020 | 624.13                   |
| 8/4/2020                  | VILLAGE OF DOBBS FERRY         | Gas and Diesel Usage July 2020 | 291.80                   |
| 8/4/2020                  | VILLAGE OF DOBBS FERRY         | Gas and Diesel Usage July 2020 | 368.39                   |
| 8/4/2020                  | VILLAGE OF DOBBS FERRY         | Gas and Diesel Usage July 2020 | 2,900.37                 |
| 8/7/2020                  | VINCENT PASCUCCI               | For June, July, Augst 2020     | 314.70                   |
| 6/18/2020                 | W.B. MASON CO. INC.            | supplies                       | 19.96                    |
| 6/18/2020                 | W.B. MASON CO. INC.            | toner, caculator, clips        | 87.04                    |
| 6/18/2020                 | W.B. MASON CO. INC.            | Cleaning Supplies              | 440.68                   |
| 6/18/2020                 | W.B. MASON CO. INC.            | Garbage Liners                 | 113.98                   |
| 8/27/2020                 | W.B. MASON CO. INC.            | PPE Purchases                  | 2,774.00                 |
| 9/1/2020                  | W.B. MASON CO. INC.            | Mesh Chair                     | 184.99                   |
| 8/20/2020                 | WEST CENTRAL TOWING            | Towing, invoice 9112           | 1,000.00                 |
| 8/13/2020                 | WEST PAYMENT CENTER .          | Thompson Reuters July 2020     | 255.00                   |
| 8/13/2020                 | WESTCHESTER COUNTY DEF         | Tipping Fee for June 2020      | 5,704.04                 |
| 8/27/2020                 | WESTCHESTER COUNTY DEF         | July 2020 Tipping Fee          | 5,554.42                 |
| 8/26/2020                 | WESTCHESTER MUNICIPAL OFFICIAL | Associate Dues 9/1/20-8/31/20  | 875.00                   |
| 9/4/2020                  | WESTCHESTER TOOL RENTALS       | Chains/Chain saws              | 79.80                    |
| 9/3/2020                  | WESTCHESTER TOOL RENTALS       | Chains                         | 84.00                    |
| 9/3/2020                  | WESTCHESTER TOOL RENTALS       | Chains                         | 75.60                    |
| 8/7/2020                  | WILLIAM WATSON JR              | For June, July, Augst 2020     | 402.00                   |
| 8/17/2020                 | XEROX CORPORATION              | xerox monthly payment          | 163.52                   |
| 8/10/2020                 | XEROX CORPORATION              | 6-30 - 7-21 for inv 010916735  | 61.51                    |
| 8/10/2020                 | XEROX CORPORATION              | 6-21 7-21 for inv010916733     | 182.54                   |
| 8/10/2020                 | XEROX CORPORATION              | 6-21 7-21 for 010916763        | 183.32                   |
| 8/20/2020                 | XEROX CORPORATION              | Usage for 717180525 6-20 7-20  | 163.52                   |
| <b>Total General Fund</b> |                                |                                | <b><u>366,354.81</u></b> |

**Abstract for Village Board Meeting Tuesday September 8, 2020**

| <b>Date</b> | <b>Vendor Name</b>          | <b>Description</b>                    | <b>Amount</b>    |
|-------------|-----------------------------|---------------------------------------|------------------|
| 7/20/2020   | JAMES J HAHN ENGINEERING PC | Survey-July 2020                      | 405.00           |
| 7/20/2020   | JAMES J HAHN ENGINEERING PC | July Services-Tennis                  | 313.75           |
| 9/4/2020    | JAMES J HAHN ENGINEERING PC | services for Aug 2020 Pascone Tennis  | 1,218.75         |
| 9/4/2020    | JAMES J HAHN ENGINEERING PC | services for Aug 2020 summit drainage | 258.75           |
| 8/21/2020   | WESTON & SAMPSON            | DPW Garage svcs thru 7-24-20          | 13,700.00        |
|             |                             | <b>Total Capital Fund</b>             | <u>15,896.25</u> |
| 9/4/2020    | EXPANDED SUPPLY PROD INC    | Traffic Wands,Frame&Grate,Nozz        | 44.38            |
| 8/3/2020    | READERS HARDWARE INC        | LEAD FIT PLUG                         | 23.58            |
|             |                             | <b>Total Sewer Fund</b>               | <u>67.96</u>     |

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE  
MEMORANDUM OF UNDERSTANDING WITH  
SUSTAINABLE WESTCHESTER, INC. FOR PARTICIPATION IN THE  
COMMUNITY CHOICE AGGREGATION PROGRAM**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a Memorandum of Understanding regarding participation in a Community Choice Aggregation Program that will be managed by Sustainable Westchester located at 40 Green Street, Mount Kisco, NY 10549; and

BE IT FURTHER RESOLVED, the term of this understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA (Electric Service Agreement) is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

**Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of Ardsley (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).**

**1. Background:**

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

**2. Definitions:**

- a. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the



- default Supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) that procures electric power for Eligible Customers in connection with this CCA Program.
  - d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
    - i. Residential accounts: 7.65 cents/kwh;
    - ii. Small commercial accounts: 7.65 cents/kwh
  - e. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
  - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
  - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
  - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
  - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
  - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
  - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
  - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

- m. **Public Service Commission (“PSC”)**: The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.
3. **Purpose**: The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
  - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
  - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
4. **Roles and responsibilities of the Program Manager**: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
  - b. Manage the energy procurement bidding process including:
    - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
    - ii. the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
    - iii. the preparation of the 2021 ESA that will be included in the RFP,
    - iv. the acceptance, secure opening, and review of the responses to the RFP, and
    - v. the organization of the Qualifications Review and bid evaluation, all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
  - c. Sign the 2021 ESA in a timely fashion subject to the conditions that:
    - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
    - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
  - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
5. **Roles and responsibilities of the Participating Municipality**: the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the Standard Product / 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

- i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
- ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

**6. Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

\*\*\*

IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

**City/Town/Village of Ardsley**

Authorized Official Name and Title: Meredith S. Robson

Signature: \_\_\_\_\_

Address: Village of Ardsley, 507 Ashford Ave. Ardsley, NY 10502

Telephone(s): 914-693-1550

E-Mail Address: mrobson@ardsleyvillage.com

Address for Notices: \_\_\_\_\_

**Sustainable Westchester, Inc.**

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: \_\_\_\_\_

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

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

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an amendment to the agreement with Pace University; such amendment is dated August 1, 2020 for services related to developing the Village of Ardsley's implementation matrix for the Comprehensive Plan.

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

This Amendment (“Amendment”) effective August 1, 2020 (the “Effective Date”), modifies the Agreement for Services (“Agreement”) between **Pace University for its Elisabeth Haub School of Law’s Land Use Law Center (PACE)** (“Contractor”) and **the Village of Ardsley**. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Amendment and the Fee for Service Agreement, this Amendment shall govern.

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

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

1. Article 2 in the Agreement shall be revised under this Amendment to include the following duties:
  - a) Develop the Village of Ardsley’s implementation matrix in relation to its updated comprehensive plan. The matrix will specify staff/boards/agencies/partners for the implementation of each plan strategy. It will also provide references to other plans that contain more detailed information or relevant resources related to implementation of each strategy. Village staff will use this to report progress and overall implementation of the plan.
2. Article 3 in the Agreement shall be revised under this Amendment to include the following fees and expenses change of \$85,000 to \$90,000.
3. Counterparts: This Amendment may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

**Pace University**

**Village of Ardsley**

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

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

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

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

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXTEND  
VACATION TIME CARRYOVER**

Resolved that the Village Board of Trustees of the Village of Ardsley recognizes the hardship and unique circumstance created by the ongoing pandemic and hereby authorizes the Village Manager to offer a limited extension on the carryover of vacation time past November 30th to all employees other than police. Such extension authorization is at the Manager's discretion in order to best meet the needs of the Village for the appropriate management of Village operations.

**RESOLUTION TO AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT  
BETWEEN THE VILLAGE OF ARDSLEY AND STUDENT ASSISTANCE SERVICES FOR  
SUBSTANCE ABUSE PREVENTION**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement with Student Assistance Services Corporation for services to prevent and reduce substance use among middle school students for the period of June 1, 2020 through May 31, 2021.

Agreement

Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between **STUDENT ASSISTANCE SERVICES CORPORATION**, 660 White Plains Road, Tarrytown, New York 10591, hereinafter referred to as the "**CONTRACTOR**", and the **VILLAGE OF ARDSLEY**, hereinafter referred to as the "**VILLAGE**".

WHEREAS, the **VILLAGE** desires to obtain the assistance of a community-based organization to help prevent and reduce substance use among middle school and high school students; and

WHEREAS, the **CONTRACTOR** desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, it is hereby agreed as follows:

**I. Services Provided by the CONTRACTOR**

1. The **CONTRACTOR** shall provide a community-wide prevention program.
  - a. The **CONTRACTOR** shall provide a part-time Youth Advocate to work within the **VILLAGE** for 14.0 hours per week from June 1, 2020 through May 31, 2021.
  - b. The **CONTRACTOR** will assist the **VILLAGE** with the following:
    - i. The Youth Advocate will plan and provide drug-free, positive alternative activities, such as "Middle School Hangout", babysitting courses, and other drug free alternative activities.
    - ii. Coordinate and supervise a "homework helper" program designed as a peer leadership program for high school students to assist and guide middle school students.
    - iii. Implement Project **SUCCES** focusing on:
      - a- working with students and staff to provide monthly school wide awareness events and activities;
      - b- Providing multi-session or single session classroom presentations in coordination with the health, physical education, or other teachers.
      - c- Providing the Alternative to Suspension Program, which is an eight-week educational curriculum for students who have violated the district's code of conduct on alcohol and other substance use or possession; (This program has been used by many high schools in the county to reduce the number of out of school suspensions and/or length of suspensions.)
      - d- providing Nicotine Cessation Groups for students who are interested in decreasing and eliminating their use of nicotine
      - e- providing parent presentations/workshops to help parents prevent youth alcohol and other substance use, including vaping (Hidden in Plain Sight)



- f- providing faculty presentations to provide staff with current trends in adolescent substance use, including vaping, and the importance of intervening
- 2. The Executive Director of the **CONTRACTOR** together with the **VILLAGE** shall plan a process of supervision for the counselor.
- 3. The **CONTRACTOR** shall maintain the following insurance coverage in conjunction with the services to be performed hereunder and shall make available for inspection by the **VILLAGE**, appropriately endorsed certificates of insurance, evidencing the following:
  - a. Worker's Compensation Insurance covering all staff members of the **CONTRACTOR**.
  - b. General liability insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage liability.
  - c. Professional liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

## II. Payment

In return for the services provided by the **CONTRACTOR**, the **VILLAGE** agrees to pay the **CONTRACTOR** a total amount not to exceed THIRTY THOUSAND ONE HUNDRED AND NINETY FIVE DOLLARS (\$30,195.00). Payment to the **CONTRACTOR** shall be made in four payments. The **CONTRACTOR** will invoice the **VILLAGE** on July 1, 2020 (\$7,548.75), October 1, 2020 (\$7,548.75), January 2, 2021 (\$7,548.75) and May 1, 2021 (\$7,548.75). The **VILLAGE** will remit payment within 30 days after the receipt of invoice.

Additional hours for counseling services will be provided at a rate of \$26.50 per hour. The **VILLAGE** may request up to five hours per week, to a maximum of 260 hours over 12 months.

In the event the counselor position fails to be filled under the terms of the agreement, appropriate modifications shall be made to this payment schedule.

The **VILLAGE** recognizes the payments made to the **CONTRACTOR** for the services described in this agreement represent a share of the full cost of the services provided, with the remainder of costs incurred by the **CONTRACTOR** to be reimbursed through a grant from the New York State Office of Alcoholism and Substance Abuse Services (**NYS OASAS**). The **VILLAGE** acknowledges the obligation of the **CONTRACTOR** to provide services under this agreement are contingent upon and limited by the funds received by the **CONTRACTOR** from **NYS OASAS** for the purposes stated herein. The **VILLAGE** acknowledges the **NYS OASAS** monies received by the **CONTRACTOR** are on a net-deficit funding basis.

## III. Non-Assignability

This Agreement shall not be assigned without the expressed written consent of the Village of Ardsley.

IV. **Term**

This Agreement shall be effective for the period June 1, 2020 through May 31, 2021.

V. **Compliance**

The **CONTRACTOR** shall remain responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations.

VI. It is understood and agreed that this Agreement constitutes the entire agreement between the parties, for the services described herein. It is understood by the parties that any changes of the foregoing provisions, must be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties at Tarrytown, New York.

STUDENT ASSISTANCE SERVICES  
CORPORATION

VILLAGE OF ARDSLEY

By Ellen R. Morehouse  
Ellen R. Morehouse  
Executive Director

By \_\_\_\_\_  
Meredith Robson  
Ardsley Village Manager

Date 8/3/20

Date \_\_\_\_\_

**RESOLUTION PERMITTING A MENORAH DISPLAY – 2020**

WHEREAS, the Village of Ardsley (“Ardsley”) has a policy of providing locations within its territorial limits for holiday display with equal opportunity for all Village groups and organizations; and

WHEREAS, permission has been requested from Ardsley, by Chabad of the Rivertowns to permit the display of a Menorah in celebration of the holiday season from December 1, 2020 through December 31, 2020; and

WHEREAS, the location that has been requested is in or about Legion Park within Ardsley; and

WHEREAS, Ardsley believes that such permission is a continuation of its non-discriminatory policy for holiday displays by Village groups and organizations; and

WHEREAS, effective June 26, 2020, New York entered into Phase 4 of its COVID-19 restrictions and Governor Cuomo’s Executive Order allows low-risk outdoor social gatherings of up to 50 people and whereas, all rules regarding social distancing of 6 feet and use of face coverings must be adhered to in order for the event to be permitted and the Chabad guarantees that it will abide by such restrictions.

NOW THEREFORE BE IT RESOLVED, that Chabad of the Rivertowns is permitted to construct a Menorah display at or about Village property in Legion Park provided such a display and location is reviewed for safety and compliance by the Chief of Police, the Building Inspector, and the Fire Department, that all costs for the erection, use and maintenance of this display are borne by Chabad of Rivertowns, that a

Village of Ardsley Board of Trustees Agenda-September 8, 2020

policy of insurance in acceptable form be provided to Ardsley to insure, indemnify, and defend against any and all claims or losses that may arise out of the erection, use, maintenance of this display and that all COVID-19 restrictions are abided by throughout the period of display.

**RESOLUTION DECLARING LEAD AGENCY AND SCHEDULING A PUBLIC HEARING FOR CPD ENERGY CORP 891 SAW MILL RIVER ROAD**

RESOLVED, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for site plan approval for the proposed permit to place two Paraco Gas propane cylinder exchange cages on the property. (This project is not subject to SEQRA review.)

BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, September 21, 2020 at 8:15 p.m. to discuss the proposed permit.

# MEMO

TO: Mayor Kaboolian  
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: August 18, 2020

RE: CPD Energy Corp (Mobil) 891 Saw Mill River Road

CPD Energy Corp, the lessee of the Mobil Gas Station at 891 Saw Mill River Road, has applied for a permit to place two Paraco Gas propane cylinder exchange cages on the property. Village Board approval is required pursuant to §200-82E of the code.

The VB should declare itself Lead Agency for the modified site plan approval and schedule a public hearing for the 9/21/20. A site plan will be provided for the public hearing.

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr891-cpd energy-propane exchange 08-18/20

**RESOLUTION TO APPOINT GLENN WEINBERG TO THE CONSERVATION AND ENVIRONMENTAL ADVISORY COMMITTEE (CEAC)**

RESOLVED, that the Mayor of the Village of Ardsley hereby makes the appointment of Glenn Weinberg to the Conservation and Environmental Advisory Committee (CEAC), effective through December 31, 2020.

**RESOLUTION TO APPOINT MICHAEL FISCHGRUND TO THE CONSERVATION AND ENVIRONMENTAL ADVISORY COMMITTEE (CEAC)**

RESOLVED, that the Mayor of the Village of Ardsley hereby makes the appointment of Michael Fischgrund to the Conservation and Environmental Advisory Committee (CEAC), effective through December 31, 2020.



**RESOLUTION ADOPTING THE RETENTION AND DISPOSITION  
SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1)**

**RESOLVED**, By the Village Board of the Village of Ardsley that the Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

**FURTHER RESOLVED**, that in accordance with Article 57-A:

- a. Only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein;
- b. Only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

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

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

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

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

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

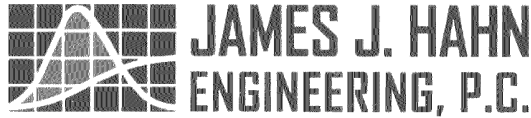
**WHEREAS**, the Irvington Village Administrator reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications; and

Village of Ardsley Board of Trustees Agenda- September 8, 2020

**WHEREAS**, following the unit values bid in the contract and the extended totals based upon the Engineer's estimates of the work to be performed in the Village of Ardsley, the value of work is \$247,000.00, with the balance of the contract value for work apportioned to the Villages of Irvington, Dobbs Ferry, Elmsford, Hastings, and Tarrytown, collectively summing to \$1,515,202.00; and

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

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



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

Putnam Business Park  
1689 Route 22  
Brewster, NY 10509

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

**MEMORANDUM**

**To** : Lawrence Schopfer  
Village Administrator

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

**Date** : August 11, 2020

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

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

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

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

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

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

ASCE

AWWA

NSPE

WEF

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

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

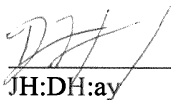
Based on the Village of Irvington quantities, the anticipated total cost for work in Irvington is \$247,000.00. Attached is a bid analysis showing each contractor's bid.

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

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

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

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

  
\_\_\_\_\_  
JH:DH:ay

Enclosure

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

## **RESOLUTION TO AWARD BID FOR 2020 CURBING PROJECT**

Whereas, the Village of Elmsford bid out a contract for curbing and awarded such contract on June 25, 2020; and

Whereas, the Village of Ardsley is assured that this bid was let and awarded in substantial compliance with competitive bidding laws; and

Whereas, the Village of Ardsley is permitted to utilize the piggybacking provision of the Village of Elmsford bid for curbing;

Whereas, the total cost to the Village of Ardsley utilizing a piggybacking provision is \$246,360 based on the \$30 per linear foot awarded by the Village of Elmsford;

Now, therefore be it resolved, that the Village Board of Trustees of the Village of Ardsley hereby authorizes the Village Manager to execute a contract with Landi, Inc., 13 Bradhurst Ave., Hawthorne, N.Y. for the 2020 curbing project based on the above described bid award.

PROJECT: 2020 Curbing Contract

BID DATE: April 29, 2020

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020

by and between Peter J. Landi Inc.

(a corporation organized and existing under the state of

\_\_\_\_\_) \*~~(a partnership consisting of~~

\_\_\_\_\_) \*~~(an individual trading as~~

Connecticut) \*(hereinafter called the "**Contractor**")

and Village of Ardsley hereinafter called the "**Owner.**"

**WITNESSETH**, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**Article 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda.

**Article 2. The Contract Price.** The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed subject to additions and deductions as provided in the Section-(112) Changes in the work in the General Conditions. Total contract price estimated to be \$246,360.00.

\*Strike out the two terms not applicable.

**Article 3. Contract Documents.** The Contract Documents shall consist of the following (including their attachments and exhibits):

- |    |  |    |  |
|----|--|----|--|
| a. | This agreement   | h. | Technical Specifications                         |
| b. | Addenda (if any)   | i. | Drawings (as listed in the Schedule of Drawings) |
| c. | Invitation for Bids  | j. | Payment & Performance Bonds (“EXHIBIT B”)        |
| d. | Instructions to Bidders  | k. | Certificates of Insurance (“EXHIBIT C”)          |
| e. | Signed Copy of Bid, with all attachments required for the bidding. (“EXHIBIT A”) | l. | Summary of quantities and costs (“EXHIBIT D”)    |
| f. | Special Conditions   |    |  |
| g. | General Conditions   |    |  |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTEST: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
VILLAGE OF ARDSLEY  
(Owner)

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



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_

To me know, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_

\_\_\_\_\_, New York; that She is the Village Manager of the Village of Ardsley, the municipal corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the said corporation and that he signed his name thereto by like order.

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

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me

personally came \_\_\_\_\_ to me known, who, being by me

duly sworn, did depose and say that he resides in \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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

**"EXHIBIT A"**

**2020 - South Stone Paving and Curbs - Bid Breakdown**

| Paving Items                          |  |                 |                            |              |                         |                  |                                |              |                             |                  |                                 |             |                           |              |
|---------------------------------------|--|-----------------|----------------------------|--------------|-------------------------|------------------|--------------------------------|--------------|-----------------------------|------------------|---------------------------------|-------------|---------------------------|--------------|
| Name                                  | address  | Total Bid Price | 51A South Stone Top Course |              | 51M South Stone Milling |                  | 51A Other Locations Top Course |              | 51M Other Locations Milling |                  | 102MHA Adjust MH & Catch Basins |             | 137 - Mobilization-Demob. |              |
|                                       |  |                 | Unit Price per ton         | Tons<br>425  | per sq. yard            | Sq. Yds.<br>4000 | per ton                        | Tons<br>300  | per sq. yard                | Sq. Yds.<br>2800 | each                            | Total<br>5  | Each (pair)               | Total<br>4   |
| Consorti Bros Paving Co               | 208 S Plank Road Newburgh, NY 12566            | \$ 185,250.00   | \$ 140.00                  | \$ 59,500.00 | \$ 8.50                 | \$ 34,000.00     | \$ 175.00                      | \$ 52,500.00 | \$ 10.00                    | \$ 28,000.00     | \$ 650.00                       | \$ 3,250.00 | \$ 2,000.00               | \$ 8,000.00  |
| PCI Industries                        | 550 Franklin Avenue Mt. Vernon, NY 10550       | \$ 152,400.00   | \$ 132.00                  | \$ 56,100.00 | \$ 7.90                 | \$ 31,600.00     | \$ 129.00                      | \$ 38,700.00 | \$ 7.50                     | \$ 21,000.00     | \$ 600.00                       | \$ 3,000.00 | \$ 500.00                 | \$ 2,000.00  |
| MTS Infrastructure, LLC               | 135 Lafayette Avenue White Plains, NY 10603    | no bid          |                            | \$ -         |                         | \$ -             |                                | \$ -         |                             | \$ -             |                                 | \$ -        |                           | \$ -         |
| ELQ Industries, Inc - ETRE Assoc, Ltd | 567 Fifth Avenue New Rochelle, NY 10801        | \$ 199,330.00   | \$ 156.00                  | \$ 66,300.00 | \$ 9.70                 | \$ 38,800.00     | \$ 179.00                      | \$ 53,700.00 | \$ 11.10                    | \$ 31,080.00     | \$ 770.00                       | \$ 3,850.00 | \$ 1,400.00               | \$ 5,600.00  |
| Peter J. Landi Inc.                   | 13 Bradhurst Ave. Hawthorne, NY 10532          | \$ 169,600.00   | \$ 150.00                  | \$ 63,750.00 | \$ 6.00                 | \$ 24,000.00     | \$ 155.00                      | \$ 46,500.00 | \$ 7.00                     | \$ 19,600.00     | \$ 350.00                       | \$ 1,750.00 | \$ 3,500.00               | \$ 14,000.00 |
| Paladino Concrete Creations Corp.     | 315 N. MacQuesten Pkwy. Mount Vernon, NY 10550 | no bid          |                            | \$ -         |                         | \$ -             |                                | \$ -         |                             | \$ -             |                                 | \$ -        |                           | \$ -         |
| Montesano Bros, Inc.                  | 76 Plain Avenue New Rochelle, NY 10801         | \$ 174,775.00   | \$ 141.00                  | \$ 59,925.00 | \$ 8.35                 | \$ 33,400.00     | \$ 149.00                      | \$ 44,700.00 | \$ 8.75                     | \$ 24,500.00     | \$ 850.00                       | \$ 4,250.00 | \$ 2,000.00               | \$ 8,000.00  |
| <b>6 Village Bid</b>                  | <i>PCI Industries</i>                          | \$ 161,157.50   | \$ 133.50                  | \$ 56,737.50 | \$ 8.40                 | \$ 33,600.00     | \$ 133.50                      | \$ 40,050.00 | \$ 8.40                     | \$ 23,520.00     | \$ 650.00                       | \$ 3,250.00 | \$ 1,000.00               | \$ 4,000.00  |

| Curb and Sidewalk Items               |  |                 |                            |                     |                                   |                     |                                    |                     |                            |                     |                             |                    |                            |                     |
|---------------------------------------|--|-----------------|----------------------------|---------------------|-----------------------------------|---------------------|------------------------------------|---------------------|----------------------------|---------------------|-----------------------------|--------------------|----------------------------|---------------------|
| Name                                  | address  | Total Bid Price | 25CC Curbs South Stone     |                     | 25CC Curbs other loc. Over 300 LF |                     | 25CC Curbs other loc. Under 300 LF |                     | 20SW Sidewalks over 650 SF |                     | 20SW Sidewalks under 650 SF |                    | 46D Driveways              |                     |
|                                       |  |                 | Unit Price per Linear Foot | Linear Feet<br>2650 | Unit Price per Linear Foot        | Linear Feet<br>1500 | Unit Price per Linear Foot         | Linear Feet<br>1000 | Unit Price per Square Foot | Square Feet<br>1200 | Unit Price per Square Foot  | Square Feet<br>800 | Unit Price per Square Yard | Square Yards<br>500 |
| Consorti Bros Paving Co               | 208 S Plank Road Newburgh, NY 12566            | \$ 501,350.00   | \$ 75.00                   | \$ 198,750.00       | \$ 80.00                          | \$ 120,000.00       | \$ 85.00                           | \$ 85,000.00        | \$ 28.00                   | \$ 33,600.00        | \$ 35.00                    | \$ 28,000.00       | \$ 72.00                   | \$ 36,000.00        |
| PCI Industries                        | 550 Franklin Avenue Mt. Vernon, NY 10550       | \$ 396,500.00   | \$ 60.00                   | \$ 159,000.00       | \$ 60.00                          | \$ 90,000.00        | \$ 60.00                           | \$ 60,000.00        | \$ 25.00                   | \$ 30,000.00        | \$ 25.00                    | \$ 20,000.00       | \$ 75.00                   | \$ 37,500.00        |
| MTS Infrastructure, LLC               | 135 Lafayette Avenue White Plains, NY 10603    | \$ 466,525.00   | \$ 75.50                   | \$ 200,075.00       | \$ 75.50                          | \$ 113,250.00       | \$ 75.00                           | \$ 75,000.00        | \$ 18.00                   | \$ 21,600.00        | \$ 24.50                    | \$ 19,600.00       | \$ 74.00                   | \$ 37,000.00        |
| ELQ Industries, Inc - ETRE Assoc, Ltd | 567 Fifth Avenue New Rochelle, NY 10801        | \$ 483,850.00   | \$ 73.00                   | \$ 193,450.00       | \$ 79.50                          | \$ 119,250.00       | \$ 85.00                           | \$ 85,000.00        | \$ 21.50                   | \$ 25,800.00        | \$ 24.50                    | \$ 19,600.00       | \$ 81.50                   | \$ 40,750.00        |
| Peter J. Landi Inc.                   | 13 Bradhurst Ave. Hawthorne, NY 10532          | \$ 265,500.00   | \$ 30.00                   | \$ 79,500.00        | \$ 30.00                          | \$ 45,000.00        | \$ 30.00                           | \$ 30,000.00        | \$ 15.00                   | \$ 18,000.00        | \$ 15.00                    | \$ 12,000.00       | \$ 162.00                  | \$ 81,000.00        |
| Paladino Concrete Creations Corp.     | 315 N. MacQuesten Pkwy. Mount Vernon, NY 10550 | \$ 332,700.00   | \$ 52.00                   | \$ 137,800.00       | \$ 52.00                          | \$ 78,000.00        | \$ 60.00                           | \$ 60,000.00        | \$ 15.00                   | \$ 18,000.00        | \$ 18.00                    | \$ 14,400.00       | \$ 49.00                   | \$ 24,500.00        |
| Montesano Bros, Inc.                  | 76 Plain Avenue New Rochelle, NY 10801         | no bid          |                            | \$ -                |                                   | \$ -                |                                    | \$ -                |                            | \$ -                |                             | \$ -               |                            | \$ -                |

**"EXHIBIT B"**

**PERFORMANCE BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

Bond No.: 107272008

**CONTRACTOR:**

*(Name, legal status and address)*

Peter J. Landi, Inc.  
13 Bradhurst Avenue, Hawthorne, NY 10532

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183  
Bond & Financial Products, Construction Services

**OWNER:**

*(Name, legal status and address)*

Village of Ardsley  
507 Ashford Avenue, Ardsley, NY 10502

**CONSTRUCTION CONTRACT**

Date September 8, 2020

Amount: \$ \*\*\*Two Hundred Forty-Six Thousand Three Hundred Sixty & 00/100s (\$246,360.00)\*\*\*

Description: Road Rehabilitation and Curbing Contract  
*(Name and location)*

**BOND** September 8, 2020

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$ \*\*\*Two Hundred Forty-Six Thousand Three Hundred Sixty & 00/100s (\$264,360.00)\*\*\*

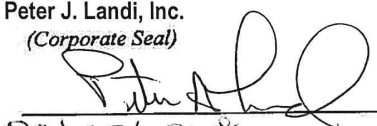
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: Peter J. Landi, Inc.

*(Corporate Seal)*

Signature:



Name and Title: Peter Landi, Vice President

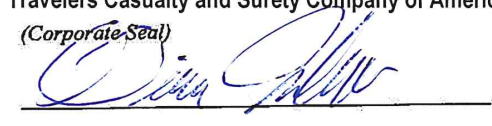
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: Travelers Casualty and Surety Company of America

*(Corporate Seal)*

Signature:



Name and Title: Diana Toledo, Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

World Insurance Associates, LLC  
3 Starr Ridge Road, Suite 100, Brewster, NY 10509  
(845) 279-5151

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:



*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

**The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**The Company executing this bond vouches that this document conforms to American Institute of Architects  
Document A312, 2010 edition**

**PAYMENT  
BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: 107272008

**CONTRACTOR:**  
*(Name, legal status and address)*  
Peter J. Landi, Inc.  
13 Bradhurst Avenue, Hawthorne, NY 10532


**SURETY:**  
*(Name, legal status and principal place of business)*  
Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183  
Bond & Financial Products, Construction Services

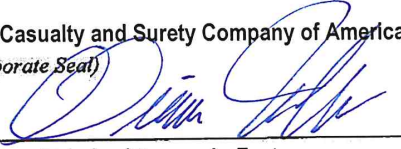
**OWNER:**  
*(Name, legal status and address)*  
Village of Ardsley  
507 Ashford Avenue, Ardsley, NY 10502

**CONSTRUCTION CONTRACT**  
Date: September 8, 2020  
Amount: \$ \*\*\*Two Hundred Forty-Six Thousand Three Hundred Sixty & 00/100s (\$246,360.00)\*\*\*  
Description:  
*(Name and location)* Road Rehabilitation and Curbing Contract

**BOND**  
Date: September 8, 2020  
*(Not earlier than Construction Contract Date)*

Amount: \$ \*\*\*Two Hundred Forty-Six Thousand Three Hundred Sixty & 00/100s (\$264,360.00)\*\*\*  
Modifications to this Bond:   See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Signature: Peter J. Landi, Inc.  


**SURETY** Travelers Casualty and Surety Company of America  
Company: *(Corporate Seal)*  
Signature: 

Name and Title: Peter J. Landi, Inc.  
Title: Vice President  
*(Any additional signatures appear on the last page of this Payment Bond.)*

Name and Title: Diana Toledo, Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*  
**AGENT or BROKER:**  
World Insurance Associates, LLC  
3 Starr Ridge Road, Suite 100, Brewster, NY 10509  
(845) 279-5151

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

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Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the

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The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:



*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

**SURETY**

Company: (Corporate Seal)

Signature:

Name and Title: \_\_\_\_\_

Address:

Name and Title: \_\_\_\_\_

Address:

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The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Diana Toledo of Brewster, New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



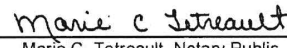
State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Señor Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of September, 2020 .



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

| ASSETS   |                  | LIABILITIES & SURPLUS                             |                  |
|--|------------------|---|------------------|
| CASH AND INVESTED CASH                               | \$ 90,238,215    | UNEARNED PREMIUMS                                 | \$ 1,079,715,567 |
| BONDS  | 3,590,884,327    | LOSSES  | 772,047,572      |
| STOCKS   | 297,833,044      | LOSS ADJUSTMENT EXPENSES                          | 174,714,886      |
| INVESTMENT INCOME DUE AND ACCRUED                    | 37,250,410       | COMMISSIONS                                       | 48,870,467       |
| OTHER INVESTED ASSETS                                | 3,988,514        | TAXES, LICENSES AND FEES                          | 14,728,588       |
| PREMIUM BALANCES                                     | 263,364,293      | OTHER EXPENSES                                    | 43,134,848       |
| NET DEFERRED TAX ASSET                               | 52,134,826       | CURRENT FEDERAL AND FOREIGN INCOME TAXES          | 12,674,197       |
| REINSURANCE RECOVERABLE                              | 31,203,529       | REMITTANCES AND ITEMS NOT ALLOCATED               | 17,864,746       |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS      | 3,732,602        | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 28,565,278       |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 11,831,826       | RETROACTIVE REINSURANCE RESERVE ASSUMED           | 826,255          |
| ASSUMED REINSURANCE RECEIVABLE AND PAYABLE           | 587,398          | POLICYHOLDER DIVIDENDS                            | 11,482,845       |
| OTHER ASSETS   | 3,674,068        | PROVISION FOR REINSURANCE                         | 3,887,205        |
|  |                  | ADVANCE PREMIUM                                   | 2,140,883        |
|  |                  | PAYABLE FOR SECURITIES LENDING                    | 3,732,602        |
|  |                  | CEDED REINSURANCE NET PREMIUMS PAYABLE            | 48,059,812       |
|  |                  | OTHER ACCRUED EXPENSES AND LIABILITIES            | 421,937          |
|  |                  | TOTAL LIABILITIES                                 | \$ 2,283,017,466 |
|  |                  | CAPITAL STOCK                                     | \$ 6,480,000     |
|  |                  | PAID IN SURPLUS                                   | 433,803,760      |
|  |                  | OTHER SURPLUS                                     | 1,693,400,804    |
|  |                  | TOTAL SURPLUS TO POLICYHOLDERS                    | \$ 2,123,684,564 |
| TOTAL ASSETS   | \$ 4,386,702,020 | TOTAL LIABILITIES & SURPLUS                       | \$ 4,386,702,020 |

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

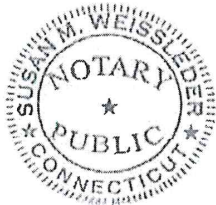
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

*Michael J. Doody*  
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
26TH DAY OF MARCH, 2020

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2022



INDIVIDUAL  
ACKNOWLEDGEMENT

PARTNERSHIP  
ACKNOWLEDGEMENT

CORPORATE  
ACKNOWLEDGEMENT

SURETY  
ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_ Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires \_\_\_\_\_ Notary Public

State of New York  
County of Putnam ss.

On this 8th day of September, 2020, before me personally came Peter A. Landi, to me known, who being by me duly sworn, did depose and say that he is the Vice-President of Peter J. Landi, Inc.

the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires \_\_\_\_\_  
*RAEGAN A. GUGLIELMO*  
Notary Public

State of New York  
County of Putnam ss.

*RAEGAN A. GUGLIELMO*  
Notary Public, State of New York  
No. 01GU62707380  
Qualified in Putnam County  
Term Expires June 15, 2021

On this 8th day of September, 2020, before me personally came Diana Toledo to me known, who, being by me duly sworn, did depose and say that

he is an attorney-in-fact of Travelers Casualty and Surety Company of America the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires \_\_\_\_\_  
*RAEGAN A. GUGLIELMO*  
Notary Public

*RAEGAN A. GUGLIELMO*  
Notary Public, State of New York  
No. 01GU62707380  
Qualified in Putnam County  
Term Expires June 15, 2021

RM # 13





Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured (Peter J Landi, Inc), 1b. Business Telephone Number (914-909-5210), 1c. NYS Unemployment Insurance Employer Registration Number, 1d. Federal Employer Identification Number (13-2577229), 2. Name and Address of Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier (Continental Casualty Co), 3b. Policy Number (6076568484), 3c. Policy effective period (4/1/2020 to 4/1/2021), 3d. The Proprietor, Partners or Executive Officers are included.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jeffrey P. Deldin (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 8/26/2020 (Signature) (Date)

Title: Partner, World Insurance Associates, LLC

Telephone Number of authorized representative or licensed agent of insurance carrier: 845-279-5151

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.





Workers' Compensation Board

## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

|  |   |
|--|---|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)<br/> <b>PETER J. LANDI, INC.</b><br/><br/> <b>13 BRADHURST AVENUE</b><br/> <b>HAWTHORNE, NY 10532</b></p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p> | <p>1b. Business Telephone Number of Insured<br/> <b>914-909-5210</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number<br/> <b>132577229</b></p>   |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br/> <b>Village of Ardsley</b><br/> <b>507 Ashford Avenue</b><br/> <b>Ardsley, NY 10502</b></p>  | <p>3a. Name of Insurance Carrier<br/> <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/> <b>DBL424266</b></p> <p>3c. Policy effective period<br/> <u>01/01/2020</u> to <u>12/31/2021</u></p> |

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/26/2020 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)



## "EXHIBIT D"

**2020 Curbing Project  
Village of Ardsley, NY**

**Cost per linear foot (LF): \$30**

| <u>Roadway</u>          | <u>Quantity</u> | <u>Units</u> | <u>Cost</u>  |
|-------------------------|-----------------|--------------|--------------|
| Bramblebrook Road       | 4660            | LF           | \$139,800.00 |
| Exeter Place            | 910             | LF           | \$27,300.00  |
| Overlook Road           | 2126            | LF           | \$63,780.00  |
| Cart Honeywell Road (E) | 516             | LF           | \$15,480.00  |
| Total                   | 8212            |              | \$246,360.00 |

## **RESOLUTION AMENDING THE VILLAGE MANAGER'S EMPLOYMENT CONTRACT**

NOW THEREFORE BE IT RESOLVED, that the existing employment between the Village of Ardsley and Village Manager Meredith is amended as follows:

- Existing-“Employee shall receive an annual "automobile allowance" in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), payable to her as additional compensation in conjunction with paragraph 2 of this agreement “Compensation”.
- New- “Automobile allowance previously provided separately is hereby rolled into salary.” This change will be retroactive to June 1, 2020.
- Existing-“During the first two years of employment, up to five (5) vacation days may be carried over into the following year, and thereafter, upon extenuating circumstances to be approved by the Board of Trustees in its sole discretion unused vacation days may be carried over for up to six (6) months in the following year, and if not taken within that period, they are forfeited.”
- New- “Vacation days accrued shall be utilized in the same manner and procedure governing non-union employees as that policy shall be modified from time to time as per previous practice.”