



## **AGENDA**

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

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**8:00 PM - Monday, December 16, 2019**

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

Page

#### **1. PRESENTATION**

- Westchester County Planning Commissioner  
Norma Drummond  
2020 Census Presentation

#### **2. ANNOUNCEMENT OF EXIT SIGNS**

#### **3. PLEDGE OF ALLEGIANCE**

#### **4. APPROVAL OF MINUTES:**

- 4.a Regular Meeting-November 18, 2019  
Special Meeting-December 3, 2019

#### **5. DEPARTMENT REPORTS**

##### **5.1. LEGAL**

##### **5.2. MANAGER**

- 5.2.a 12 16 2019 Village Manager Report

##### **5.3. TREASURER**

- 5.3.a Abstract-December 16, 2019

##### **5.4. BUILDING**

- 5.4.a Building Department Monthly Report -

4 - 10

11

12 - 21

22 - 33

November 2019

**5.5. FIRE**

34 - 38

5.5.a Fire Department Monthly Report-November 2019

**5.6. POLICE**

39 - 40

5.6.a Police Department Monthly Report-November 2019

**5.7. MAYOR'S ANNOUNCEMENTS**

**5.8. COMMITTEE & BOARD REPORTS**

**6. VISITORS**

**7. OLD BUSINESS:**

**8. NEW BUSINESS:**

41 - 51

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

52 - 55

8.b Consider a Resolution Authorizing the Village Manager to Sign an Agreement for Financial Advisory Services with Capital Markets Advisors, LLC.

56 - 71

8.c Consider a Resolution Authorizing the Village Manager to Sign an Agreement with the County of Westchester for the Employee Assistant Program

72 - 76

8.d Consider a Resolution Authorizing the Mayor to Sign a Contract with Police Chief Anthony Piccolino

77 - 87

8.e Consider a Resolution Authorizing the Village Manager to Enter into an Agreement with Camoin Associates

88 - 91

8.f Consider a Resolution Authorizing the Village Manager to Enter into an Agreement with the Land Use Law Center (The Center) for Comprehensive Plan Outreach & Graphic Design Services

92 - 107

8.g Consider a Resolution Authorizing the Village Manager to Sign an Inter-municipal Agreement with Westchester County-

108 - 109

Positive Youth Development Program

8.h Consider a Resolution Authorizing the Village Manager to Sign an Amendment to the Anago Cleaning Systems Contract

110

8.i Consider a Resolution Appointing Police Officer Jonathan Goldstein

## **9. ANNOUNCEMENTS**

- 9.a
- **12/23/19 Menorah Lighting 7:30 p.m. Legion Park**
  - **12/24/19 Village Offices close at noontime**
  - **12/25/19 Village Offices are closed**
  - **12/31/19 Village Offices close at noontime**
  - **1/1/2020 Village Offices are closed**

## **10. CALL FOR EXECUTIVE SESSION**

## **11. ADJOURNMENT OF MEETING**

## **12. NEXT BOARD MEETING:**

January 6, 2020

**VILLAGE OF ARDSLEY  
BOARD OF TRUSTEES  
REGULAR MEETING  
MONDAY, NOVEMBER 18, 2019**

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

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

**I. ANNOUNCEMENT OF EXIT SIGNS**

**II. PLEDGE OF ALLEGIANCE**

**III. APPROVAL OF MINUTES:** Regular Meeting – November 4, 2019

**Trustee DiJusto: RESOLVED**, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, November 4, 2019 as submitted. **Seconded by Trustee Yager and passed unanimously.**

**IV. DEPARTMENT REPORTS:**

**POLICE DEPARTMENT REPORT:**

Chief Piccolino reported the following activities for October 2019:

- Court fine and fees - \$32,820.00.
- Property Lost or Stolen - \$1905.00
- Property Recovered - \$0
- 130 Parking summonses issued
- Alarm fines - \$75.00
- Meter collection - \$4316.05
- 52 UTT summonses issued
- 3 Appearance tickets issued

Other activities attended by Officers –

**TRAINING**

Village of Ardsley  
Board of Trustees-November 18, 2019

- Total training for the month of October - 152 hours
- The training consisted of SWAT, Domestic violence and human trafficking

### **COMMUNITY POLICING**

The child seat program installed 6 seats and issued 1. We also performed a child seat check event with the White Plains police and installed 15 child seats

We conducted an internet presentation for parents at Concord Road School

Tony attended the Westchester County Coalition Meeting

Tony also attended the domestic violence training at Manhattanville College

Tony attended the Ardsley SAYF Coalition Meeting

We conducted a presentation and tour of police station for the Ardsley nursery school

Tony assisted with the Ardsley Halloween trunk or treat event

A presentation was conducted for the Ardsley high school and Ardsley middle school concerning alcohol and drugs

This was in conjunction with the SAYF Coalition

We attended the Ardsley elementary, middle and high school security assessment meetings

### **Community Information**

We encourage our citizens to be vigilant as it pertains to bank fraud and scams. You can visit our web site where we list many of the most popular scams.

The pedestrian crossing signal at the intersection of Saw Mill River Road and Center Street has finally been installed. Thanks to Village Manager, Meredith Robson and Highway Superintendent, Rick Thompson who put it a lot of time to get this done.

The Ardsley PBA will be participating in “No Shave November and December” and will donate the monies raised to Debra of America. Information can be found at [www.debra.org/give](http://www.debra.org/give) and <https://vimeo.com/148107993>.

**BUILDING DEPARTMENT REPORT:** Mayor Kaboolian stated that the Building Report be accepted into the record for October 2019:

- 12 Building permits

Village of Ardsley  
Board of Trustees-November 18, 2019

- 12 Application fees
  - 33 Certificates of Occupancy
  - 7 Plumbing permits
  - 4 Electrical permits
  - 5 Letters of Compliance
  - 0 Miscellaneous
- Total received - \$12,129.50

Other activities –

- 122 Building inspections
- 33 Zoning inspections
- 1 Fire inspection
- 10 Violation notices
- 8 Warning notices
- 0 Appearance tickets

The fire inspections listed above were performed by the Building Inspector.

**FIRE DEPARTMENT REPORT:** Mayor Kaboolian accepted the report under submission for the following activities for October 2019:

- 10/5 – Captain Podolski and Ex-Chief Knoesel attended Irvington Fire Department Inspection.
  - 10/8 – Chiefs Lindsay and Murray and members participated in fire prevention presentation at Concord Road School
  - 10/12 – Annual pump testing performed on all apparatus
  - 10/16- Chief Lindsay hosted Ardsley Nursery School in quarters to fire prevention
  - 10/17 – Chief Lindsay and members participated in fire prevention presentation at Lyceum Kennedy School
  - 10/20 – Lieutenant K. Lindsay and Ex-Chief Coulehan and Ex-Lieutenant Druyan participated in Westchester County Fallen Firefighter Memorial Ceremony
  - 10/23 – Chiefs Lindsay and Murray attended monthly Battalion 14 meeting
  - 10/26 – Chief Lindsay and members attended Village Recreation Trunk or Treat event
- 34 Calls for the Month

**LEGAL REPORT:** Village Attorney Ponzini stated there is nothing to report other than those items that he submitted in memorandum form and he is continuing to work on ongoing matters with staff and he stated that he is available for an Executive Session.

Village Manager, Meredith S. Robson read the Manager’s Report for November 18, 2019:

**MANAGER’S REPORT 11/18/19**

Village of Ardsley  
Board of Trustees-November 18, 2019

**1. HOLIDAY SCHEDULE:** Village Offices, including the Justice Court, Library, Community Center, and Department of Public Works will be closed on November 28th, and 29th for the Thanksgiving holiday. There will be double collection of recyclables on Wednesday, November 27th and there will be refuse collection for the entire Village on Saturday, November 30th.

**2. TREE LIGHTING:** The annual Christmas tree lighting ceremony takes place 6:00 p.m. Saturday, December 7th. People will gather in front of the Ardsley Firehouse and walk down to Legion Park to light the tree. After the lighting, everyone is invited back to the Community Center for refreshments and music from our very own High School Select Chorus.

**3. MENORAH LIGHTING:** The lighting of the Shamash Candle will take at 7:30 p.m., Monday, December 23rd at Legion Park. Donuts and hot chocolate will be served.

**4. 9A:** As of right now, milling and paving of 9A is scheduled to begin on November 17th however, it is weather dependent. Please follow our Village eblasts and social media for any changes.

**TREASURER'S REPORT:** Village Manager, Meredith S. Robson read the Treasurer's Report for November 18, 2019:

Ms. Robson stated the bills for the past two weeks totaled as follows: From the General Fund: \$1,628,713.14; from the Trust & Agency Fund: \$2,726.78 and from the Capital Fund: \$215,086.63.

**Trustee Yager: RESOLVED,** that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$1,628,713.14; from the Trust & Agency Fund: \$2,726.78; and from the Capital Fund: \$215,086.63. **Seconded by Trustee DiJusto and passed unanimously.**

#### **MAYOR'S ANNOUNCEMENTS:**

- We had a second annual community dinner last night at 9 host houses; 75-80 people came back to firehouse to have open discussions; there was lots of good conversations and lots of good ideas for our community; very proud of the work that the multicultural community does.

#### **COMMITTEE & BOARD REPORTS:**

##### **TRUSTEE DIJUSTO:**

- Attended dinner for the multicultural community; it was a very good experience
- Last night there was a big fire on top of Winding Hill Road; every member of the fire department responded; we were there until 1:30 A.M. We need volunteers if anyone is interested.

##### **TRUSTEE YAGER:**

Village of Ardsley  
Board of Trustees-November 18, 2019

- We have an Environmental Committee Meeting on 12/5 at Village Hall
- Pace University meeting; expecting input to come back to us this week

**TRUSTEE D'EMILIO:**

- SAYF Coalition November 21<sup>st</sup> is the great American smoke out date; The Coalition has obtained mock cigarettes as part of that; They will be demonstrating that at middle school and high school
- Save the date on 1/11/20; ticketed event and fundraiser

**TRUSTEE EDELSTEIN:**

- Seniors this Wednesday is flower making with garden club at noon
- 11/27 Zumba
- 12/4 Wreath making
- 12/11 High school luncheon
- 12/12 Senior holiday party at the community center from 12-5 hosted at the firehouse
- 12/3 Rec commission on 12/3 @5:00 P.M.
- 12/10 Multicultural committee meeting @8:00 P.M.
- 1450 bulbs were planted in Silliman Park; looking forward to seeing our results of our labors; thank the volunteers for helping out including the Mayor

**V. VISITORS**

Armen Boyajian of 486 Ashford Avenue, Ardsley, NY appeared to talk about rebuilding the central business district. Mr. Boyajian stated that his concern is that some of the things that should be going on are not going on. The Village has to take on a person who is skilled in design. .

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Consider a resolution enabling the Village Treasurer to Transfer Funds from General Fund Contingency Account Regarding the Lumen Light Project

**RESOLUTION ENABLING THE VILLAGE TREASURER TO TRANSFER FUNDS FROM GENERAL FUND CONTINGENCY ACCOUNT REGARDING THE LUMEN LIGHT PROJECT**

**Trustee D'Emilio:** RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to transfer \$143,000 from Contingency Account A1990.400 to Street Lights A5182.490 to pay off the lease for the LED lighting improvements.

Village of Ardsley  
Board of Trustees-November 18, 2019



**Seconded by Trustee Edelstein and passed unanimously.**

**VIII. ANNOUNCEMENTS**

- **11/19/19 Board of Architectural Review Meeting 8:00 p.m.**
- **11/20/19 Zoning Board of Appeals Meeting 8:00 p.m.**
- **11/28/19 & 11/29/19 \*Reminder\* Village Offices closed- Thanksgiving Holiday**
- **12/3/19 Board of Architectural Review 8:00 p.m.**
- **12/5/19 Ardsley Conservation & Environmental Advisory Committee (CEAC) 7:00 p.m.**
- **12/7/19 Tree Lighting 6:00 p.m.**
- **12/9/19 Planning Board Meeting 8:00 p.m.**
- **12/10/19 Multicultural, Diversity & Inclusion Committee Meeting 8:00 p.m.**

**IX. CALL FOR EXECUTIVE SESSION.** Executive session to discuss personnel matters.

**X. ADJOURNMENT OF MEETING**

**Trustee Edelstein: RESOLVED**, that the Village Board of the Village of Ardsley hereby adjourns the regular meeting of Monday, November 18, 2019 at 8:31 p.m. **Seconded by Trustee D’Emilio and passed unanimously.**

**XI. NEXT VILLAGE BOARD MEETING:** Monday, December 2, 2019  
Annual Reorganization Meeting at 8:00 p.m.  
Regular Meeting (Immediately Following)

Respectfully submitted,

Donna Fusco  
Recording Secretary

Village of Ardsley  
Board of Trustees-November 18, 2019

**VILLAGE OF ARDSLEY  
BOARD OF TRUSTEES  
SPECIAL MEETING  
TUESDAY, DECEMBER 3, 2019**

Present:	Mayor	Nancy Kaboolian
	Deputy Mayor/Trustee	Andy DiJusto
	Trustee	Evan Yager
	Trustee	Joann D’Emilio
	Trustee	Steve Edelstein
	Village Manager	Meredith S. Robson

Trustee Yager was absent.

Mayor Kaboolian called to order the Regular Meeting at 7:30 p.m.

**I. DEPARTMENT REPORTS:**

**TREASURER’S REPORT:** Village Manager, Meredith S. Robson read the Treasurer’s Report for December 2, 2019:

Ms. Robson stated the bills for the past two weeks totaled as follows: From the General Fund: \$70,541.82; from the Trust & Agency Fund: \$0.00 and from the Capital Fund: \$17,156.25.

**Trustee DiJusto: RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$70,541.82; from the Trust & Agency Fund: \$0.00; and from the Capital Fund: \$17,156.25. **Seconded by Trustee Edelstein and passed 4-0-0.**

**II. CALL FOR EXECUTIVE SESSION.** Executive session to discuss Personnel Matters.

**III. ADJOURNMENT OF MEETING**

**Trustee Edelstein: RESOLVED**, that the Village Board of the Village of Ardsley hereby adjourns the Special Meeting of Monday, December 3, 2019 at 7:32 p.m. **Seconded by Trustee D’Emilio and passed 4-0-0.**

**Trustee Yager arrived at 7:39 p.m.**

Respectfully submitted,  
Ann Marie Rocco  
Village Clerk

Village of Ardsley  
Board of Trustees Special Meeting-December 3, 2019

## MANAGER'S REPORT 12/16/19

### **1. HOLIDAY SCHEDULE**

All Village offices, including the Justice Court, the Library, the Community Center, and the Department of Public Works will be closed for a ½ day on Tuesday, December 24, 2019 and a ½ day on Tuesday, December 31, 2019. Offices will also be closed Christmas Day, December 25, 2019 and New Year's Day, January 1, 2020. There will be refuse collection for the entire village on Tuesday, December 24, 2019 and Tuesday, December 31, 2019. Please refer to the Sanitation schedule posted on the Village's website.

### **2. VILLAGE TAXES**

The second installment of the Village tax bill became due and payable on December 1st and can be paid without penalty until **noon** on Tuesday, December 31, 2019. Payments made in person after December 31, 2019, arrive via mail postmarked by the USPS after December 31, 2019, or arrive after December 31, 2019 without a postmark, will be assessed a late penalty as required by New York State Real Property law. Meter-mailed postmarks are not valid proof of timely payment. No Village official is empowered to waive the late fee for any reason.

**Please do not plan to bring your tax payment in between noon and 4:00PM on December 31<sup>st</sup> as Village offices will close at NOON that day.**

Abstract for Village of Ardsley Board Meeting of December 16th, 2019

General Fund \$83,989.17

T & A Account \$1,579.89

Capital Fund \$35,856.00

Date Prepared: 12/13/2019 02:53 PM  
 Report Date: 12/13/2019

## VILLAGE OF ARDSLEY Voucher Summary Report

PUR4095 1.0  
 Page 1 of 7  
 Prepared By: THERESA

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID	Period PO No.	Year	Check No. Due/Check Date	Account No.	Amount
68037	000005492 000		11/27/2019	130.00	0.00	00001	12	2019		001.0001.2001	130.00
0205.0000	VANESSA CARLOS		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68038	000005493 000		11/27/2019	130.00	0.00	00001	12	2019		001.0001.2001	130.00
0205.0000	JOANNA ROBIN		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68039	000005494 000		11/27/2019	130.00	0.00	00001	12	2019		001.0001.2001	130.00
0205.0000	BRAD SCHNEIDER		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68040	000005495 000		11/27/2019	130.00	0.00	00001	12	2019		001.0001.2001	130.00
0205.0000	LAUREN HADI		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68041	000005496 000		11/27/2019	150.00	0.00	00001	12	2019		001.0001.2001	150.00
0205.0000	MICHAEL BERLIN		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68042	000005497 000		11/27/2019	130.00	0.00	00001	12	2019		001.0001.2001	130.00
0205.0000	KANI KUMAR		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68043	000005371 000		11/27/2019	130.00	0.00	00001	12	2019		001.0001.2001	130.00
0205.0000	RAMON CASANOVA		REFUND FOR YOUTH BASKETBALL						12/16/2019		
68044	0000003913 000		11/27/2019	1,000.00	0.00	00001	12	2019		001.1620.0412	1,000.00
0205.0000	PITNEY BOWES RESERVE ACCOUNT		POSTAGE METER FUNDING FOR						12/16/2019		
68045	0000004661 000		11/24/2019	408.00	0.00	00001	12	2019		001.6772.0439	408.00
0205.0000	ARDSLEY TAXI & LIMO SERVICE LTD		SENIOR TAXI COUPONS PAYMENT						12/16/2019		
68046	0000004625 000		11/21/2019	30.07	0.00	00001	12	2019		001.1620.0431	30.07
0205.0000	VERIZON		PAYMENT FOR ACCT# 914-478-3717-855						12/16/2019		
68047	0000004390 000		11/21/2019	32.62	0.00	00001	12	2019		001.3410.0431	32.62
0205.0000	VERIZON		PAYMENT FOR ACCT# 914-478-3618-068						12/16/2019		
68048	0000005199 NYC200003322		11/26/2019	600.00	0.00	00001	12	2019		001.0001.2089	600.00
0205.0000	NEW YORK CITY FOOTBALL CLUB LLC		PEE WEE SOCCER INSTRUCTOR FOR				9701		12/16/2019		
68049	0000002572 116998		11/15/2019	214.00	0.00	00001	12	2019		001.1640.0415	214.00
0205.0000	PRESTIGE LABORATORIES INC		LIQUID ICE MELT, PAYMENT				9767		12/16/2019		
68050	0000002873 54096		11/26/2019	15.10	0.00	00001	12	2019		001.1640.0426	15.10
0205.0000	SANITATION EQUIPMENT CORP		O-RING, INVOICE # 54096						12/16/2019		
68051	0000000003 000		11/21/2019	4,939.84	0.00	00001	12	2019		001.8160.0456	4,939.84
0205.0000	WESTCHESTER COUNTY DEF		TIPPING FEE FOR OCTOBER 2019						12/16/2019		
68052	0000004410 000		12/02/2019	626.00	0.00	00001	12	2019		001.4210.0485	626.00
0205.0000	RINA SCHUNK		PAYMENT FOR MEDIA SUPPORT FOR						12/16/2019		
68053	0000002784 991533		11/25/2019	108.11	0.00	00001	12	2019		001.1420.0468	108.11
0205.0000	MC CARTHY & FINGAR		CABLE TELEVISION CONSORTIUM						12/16/2019		
68054	0000005335 57299074		11/28/2019	76.42	0.00	00001	12	2019	44796	001.1640.0481	76.42

Date Prepared: 12/13/2019 02:53 PM  
 Report Date: 12/13/2019

## VILLAGE OF ARDSLEY Voucher Summary Report

PUR4095 1.0  
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 Prepared By: THERESA

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID	Check ID Period PO No.	Year	Check No. Due/Check Date	Account No.	Amount
0205.0000	BP		FUEL PURCHASE 10/28/19-11/28/19 ACC1						12/04/2019		
68055	0000005483 000		11/13/2019	250.00	0.00	00001	12	2019		001.0001.2089	250.00
0205.0000	DANA SMITH		SECURITY DEPOSIT REFUND FOR EVEN						12/16/2019		
68056	0000005474 000		11/05/2019	250.00	0.00	00001	12	2019		001.0001.2089	250.00
0205.0000	MALINDA PETRELLESE		SECURITY DEPOSIT REFUND FOR EVEN						12/16/2019		
68060	0000000041 PLCS357853		07/16/2019	701.00	0.00	00001	12	2019		001.3120.0426	701.00
0205.0000	CENTRAL AVE CHRYSLER JEEP		CHECK ENGIN LIGHT, REPLACE OIL				9787		12/16/2019		
68061	0000000116 000		11/17/2019	171.71	0.00	00001	12	2019		001.1620.0452	171.71
0205.0000	HOY PLUMBING INC.		REPAIR TOILET, INVOICE DATED 11/17/1						12/16/2019		
68062	0000005025 SL1523523		02/20/2018	590.92	0.00	00001	12	2019		001.3120.0415	590.92
0205.0000	AXON ENTERPRISE, INC		PURCHASE TEASER CARTRIDGE				9785		12/16/2019		
68063	0000001441 276721		11/26/2019	220.00	0.00	00001	12	2019		001.3120.0425	220.00
0205.0000	ESS INC.		MAIN RADIO REPAIR, PAYMENT				9784		12/16/2019		
68064	0000005119 10153INV		11/27/2019	768.00	0.00	00001	12	2019		001.3120.0415	768.00
0205.0000	APPLIED TACTICAL TECHNOLOGIES, INC		BALLISTIC VEST, PAYMENT FOR				9783		12/16/2019		
68067	0000002454 DPT036146		10/14/2019	994.46	0.00	00001	12	2019		001.3120.0460	994.46
0205.0000	DUNCAN PARKING TECHNOLOGIES INC		PARKING METERS SUPPORT & FEE				9782		12/16/2019		
68069	0000004229 3504018		11/08/2019	130.00	0.00	00001	12	2019		001.3410.0452	130.00
0205.0000	RED HAWK FIRE & SECURITY		SERVICE FIREHOUSE ALARM SYSTEM				9781		12/16/2019		
68070	0000000718 000		12/05/2019	137.20	0.00	00001	12	2019		001.3410.0485	137.20
0205.0000	PATRICK LINDSAY		PETTY CASH REIMBURSEMENT						12/16/2019		
68072	0000005498 4016674		11/21/2019	2,850.94	0.00	00001	12	2019		001.1640.0426	2,850.94
0205.0000	CUSTOM TRUCK		OUTRIGGER HANDLE, ADJ SLID PAD AS:				9777		12/16/2019		
68073	0000000078 108119BX		11/26/2019	1,941.34	0.00	00001	12	2019		001.1640.0426	1,941.34
0205.0000	GABRIELLI TRUCK SALES LTD		REPAIRS TO DET TANK INVOICE # 10811				9776		12/16/2019		
68074	0000000048 62677		12/03/2019	98.52	0.00	00001	12	2019		001.1640.0426	98.52
0205.0000	NATIONAL GEAR & PISTON		REPAIR BROKE CHAMBER,						12/16/2019		
68075	0000000005 7358		11/25/2019	4,675.00	0.00	00001	12	2019		001.8560.0415	4,675.00
0205.0000	PAUL BUNYAN TREE SERVICE		TREE REMOVAL, INVOICE # 7358				9774		12/16/2019		
68076	0000004579 191129124		11/29/2019	190.31	0.00	00001	12	2019		001.5142.0426	190.31
0205.0000	RED'S AUTO & TRUCK PARTS		PIN HARNESS, STAND SHOE KIT, PLUNC				9773		12/16/2019		
68077	0000001871 531337		11/30/2019	131.10	0.00	00001	12	2019		001.1640.0426	49.50
										001.3410.0426	81.60
0205.0000	TOTAL AUTOMOTIVE INC.		HEATER HOSE, SOLVENT PAYMENT						12/16/2019	<b>Total Dist.</b>	<b>131.10</b>

Date Prepared: 12/13/2019 02:53 PM  
 Report Date: 12/13/2019

## VILLAGE OF ARDSLEY Voucher Summary Report

PUR4095 1.0  
 Page 3 of 7  
 Prepared By: THERESA

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID	Period PO No.	Year	Check No. Due/Check Date	Account No.	Amount
68078	000002925 000		12/05/2019	200.00	0.00	00001	12	2019		001.7185.0439	200.00
0205.0000	NORA MAHER		ENTERTAINMENT FOR CHRISTMAS TREI M				9717	12/16/2019			
68079	0000003999 199377		12/01/2019	82.50	0.00	00001	12	2019		001.3120.0415	82.50
0205.0000	U.S. IDENTIFICATION MANUAL		MANUAL UPDATES, INVOICE # 199377					12/16/2019			
68080	0000004045 000		12/06/2019	40.00	0.00	00001	12	2019		001.4210.0485	40.00
0205.0000	ALLISON MASTROGIACOMO		STARBUCKS GIFTCARDS FOR POSTER (					12/16/2019			
68081	0000000278 000		12/02/2019	180.00	0.00	00001	12	2019		001.1325.0485	180.00
0205.0000	NYS GFOA		2020 NYGFOA ANNUAL MEMBERSHIP DL					12/16/2019			
68082	0000005259 303542/F		11/19/2019	15.82	0.00	00001	12	2019		001.1640.0415	15.82
0205.0000	3D WALLAUER		TWINE, DRUM LINERS, PAYMENT					12/16/2019			
68083	0000005011 1050.00		06/27/2019	1,050.00	0.00	00001	12	2019		001.3120.0460	1,050.00
0205.0000	VIGILANT SOLUTIONS INC		LPR CONTRACT					12/16/2019			
68084	0000000434 19377		11/29/2019	570.39	0.00	00001	12	2019		001.3120.0415	570.39
0205.0000	HILL SPECIALTIES		PAYMENT FOR OVERNIGHT AND VILLAG					12/16/2019			
68085	0000002801 CDXG353		11/30/2019	132.25	0.00	00001	12	2019		001.1410.0400	132.25
0205.0000	IRON MOUNTAIN RECORDS MGM		STORAGE FOR 12/1/19-12/31/19					12/16/2019			
68086	0000005256 098743000		12/01/2019	179.18	0.00	00001	12	2019		001.1110.0460	179.18
0205.0000	XEROX CORPORATION		PAYMENT FOR ACCT# 717180525					12/16/2019			
68087	0000005139 098743001		12/01/2019	183.32	0.00	00001	12	2019		001.3120.0460	183.32
0205.0000	XEROX CORPORATION		PAYMENT FOR ACCT# 723977435					12/16/2019			
68088	0000004006 573146040		11/25/2019	136.00	0.00	00001	12	2019		001.4210.0485	136.00
0205.0000	GOVCONNECTION INC		PURCHASE TONER, INVOICE # 5731464				9763	12/16/2019			
68089	0000004440 9842867182		11/23/2019	126.86	0.00	00001	12	2019		001.1620.0431	126.86
0205.0000	VERIZON WIRELESS		PAYMENT FOR ACCT# 882428165-00001					12/16/2019			
68090	0000004409 000		11/18/2019	16.80	0.00	00001	12	2019		001.1620.0431	16.80
0205.0000	OPTIMUM		PAYMENT FOR ACCT# 07869-961139-02-					12/16/2019			
68091	0000001693 00290151		11/18/2019	399.31	0.00	00001	12	2019		001.3120.0415	399.31
0205.0000	ORION SAFETY PRODUCTS		ROAD FLAIRS, INVOICE #00290151				9732	12/16/2019			
68092	0000001843 000		11/26/2019	1,642.00	0.00	00001	12	2019		001.1420.0110	1,642.00
0205.0000	STECICH MURPHY & LAMMERS LLP		PAYMENT FOR PROFESSIONAL SERVI					12/16/2019			
68094	0000004862 12020321187		11/25/2019	69.25	0.00	00001	12	2019		001.1620.0410	69.25
0205.0000	TOLLS BY MAIL PAYMENT CENTER		PAYMENT FOR TOLL BILL #12020321187					12/16/2019			
68095	0000000006 924562		11/12/2019	116.91	0.00	00001	12	2019		001.7550.0490	116.91
0205.0000	READERS HARDWARE INC		HOLIDAY LIGHTS				9786	12/16/2019			
68096	0000004538 000111981		12/01/2019	2,047.50	0.00	00001	12	2019		001.1680.0452	1,300.50
										001.1680.0419	572.00

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68096	0000004538									001.3120.0460	175.00
0205.0000	A1 COMPUTER SERVICES INC.		PAYMENT FOR IT SUPPORT, SOFTWARE						12/16/2019	<b>Total Dist.</b>	<b>2,047.50</b>
68097	0000002626 VWD3689		11/25/2019	24.50	0.00	00001	12	2019		001.1680.0250	24.50
0205.0000	CDW GOVERNMENT		USB SD CARD, INVOICE # VWD3689						12/16/2019		
68098	0000000087 000		12/01/2019	6,437.53	0.00	00001	12	2019		001.9060.0808	6,437.53
0205.0000	AMERITAS LIFE INSURANCE CORP		DENTAL INSURANCE PAYMENT						12/16/2019		
68099	0000002160 AFD112019G		12/04/2019	808.52	0.00	00001	12	2019		001.3410.0481	808.52
0205.0000	VILLAGE OF DOBBS FERRY		GAS AND DIESEL USAGE FOR NOVEMBER						12/16/2019		
68100	0000002160 APD112019G		12/04/2019	1,504.29	0.00	00001	12	2019		001.1640.0481	1,504.29
0205.0000	VILLAGE OF DOBBS FERRY		GAS USAGE FOR NOVEMBER 2019						12/16/2019		
68101	0000002160 ADPW112019G		12/04/2019	4,435.63	0.00	00001	12	2019		001.1640.0481	4,435.63
0205.0000	VILLAGE OF DOBBS FERRY		GAS AND DIESEL USAGE FOR NOVEMBER						12/16/2019		
68102	0000000006 923701		10/31/2019	20.00	0.00	00001	12	2019		001.3410.0415	20.00
0205.0000	READERS HARDWARE INC		SMOKE CARBON ALARM, PAYMENT						12/16/2019		
68103	0000005478 9966361298		11/30/2019	88.61	0.00	00001	12	2019		001.1640.0469	88.61
0205.0000	AIRGAS		INDUSTRIAL CYLINDERS, INVOICE # 996						12/16/2019		
68104	0000000034 841398505		12/01/2019	231.00	0.00	00001	12	2019		001.1410.0400	231.00
0205.0000	WEST PAYMENT CENTER		MONTHLY STORAGE CHARGES FOR NOVEMBER						12/16/2019		
68105	0000005402 ARD1119		12/05/2019	22.41	0.00	00001	12	2019		001.3120.0460	22.41
0205.0000	ARDSLEY CAR WASH		PAYMENT FOR CAR WASHES FOR NOVEMBER						12/16/2019		
68106	0000001871 532417		12/03/2019	18.13	0.00	00001	12	2019		001.1640.0426	18.13
0205.0000	TOTAL AUTOMOTIVE INC.		MINI FUSE LINE, INVOICE #532417						12/16/2019		
68107	0000001266 875156		11/30/2019	281.33	0.00	00001	12	2019		001.5110.0415	281.33
0205.0000	PECKHAM INDUSTRIES INC		PURCHASE BLACKTOP, INVOICE # 875156						12/16/2019		
68108	0000005499 000		12/10/2019	250.00	0.00	00001	12	2019		001.0001.2089	250.00
0205.0000	RAFFEENA RAMJOHN		SECURITY DEPOSIT REFUND FOR COMMERCIAL						12/16/2019		
68109	0000005313 0000		12/10/2019	250.00	0.00	00001	12	2019		001.0001.2089	250.00
0205.0000	KAPWA		SECURITY DEPOSIT REFUND FOR COMMERCIAL						12/16/2019		
68110	0000003306 16112		11/26/2019	514.32	0.00	00001	12	2019		001.1640.0426	514.32
0205.0000	ATLANTIC HYDRAULICS		O-RINGS, HOSES, INVOICE #S16112,				9792		12/16/2019		
68111	0000000905 101026		12/04/2019	302.00	0.00	00001	12	2019		001.5142.0426	302.00
0205.0000	ORTIZ WELDING		SET PLOW LIGHTS AND PARTS,				9790		12/16/2019		
68112	0000005293 780754		08/31/2019	600.00	0.00	00001	12	2019		001.1640.0469	600.00
0205.0000	PARKWAY PEST SERVICES		MONTHLY PEST SERVICE, PAYMENT FOR NOVEMBER						12/16/2019		
68113	0000004514 000		11/30/2019	3.32	0.00	00001	12	2019		001.1620.0431	3.32
0205.0000	VERIZON		PAYMENT FOR ACCT# 950-429-517-0001-						12/16/2019		
68114	0000002388 205490418		12/02/2019	295.24	0.00	00001	12	2019		001.1620.0410	295.24



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0205.0000	W.B. MASON CO. INC.		DEVIDERS, STAPLER, PAPER CLIPS, GA				9768		12/16/2019		
68115	0000004743	36943	12/02/2019	33.06	0.00	00001	12	2019		001.1640.0426	33.06
0205.0000	LONG ISLAND SANITATION EQUIP. CO.		CLAMPS, PAYMENT FOR INVOICE 36943						12/16/2019		
68116	0000002672	452694	12/02/2019	69.66	0.00	00001	12	2019		001.1620.0452	69.66
0205.0000	ACME EXTERMINATING		PAYMENT FOR MONTHLY PEST SERVI						12/16/2019		
68117	0000004284	000	12/04/2019	271.11	0.00	00001	12	2019		001.5182.0490	271.11
0205.0000	CON EDISON		PAYMENT FOR ACCT# 59-9019-1967-020						12/16/2019		
68118	0000002402	000	11/30/2019	439.96	0.00	00001	12	2019		001.3120.0411	439.96
0205.0000	JC PENNEY		PAYMENT FOR ACCT ENDING 62791						12/16/2019		
68119	0000003259	000	12/02/2019	64.80	0.00	00001	12	2019		001.1620.0431	64.80
0205.0000	VERIZON		PAYMENT FOR ACCT# 844628210 87Y						12/16/2019		
68120	0000002405	000	12/03/2019	120.16	0.00	00001	12	2019		001.1620.0431	120.16
0205.0000	OPTIMUM		PAYMENT FOR ACCT# 07869-931818-01-						12/16/2019		
68121	0000005350	0000	12/03/2019	153.57	0.00	00001	12	2019		001.1620.0431	153.57
0205.0000	OPTIMUM		PAYMENT FOR ACCT# 07869-976631-01-						12/16/2019		
68122	0000004277	000	12/03/2019	201.45	0.00	00001	12	2019		001.1620.0431	201.45
0205.0000	OPTIMUM		PAYMENT FOR ACCT# 07869-931816-01-						12/16/2019		
68123	0000003306	16165	12/03/2019	22.68	0.00	00001	12	2019		001.1640.0426	22.68
0205.0000	ATLANTIC HYDRAULICS		FEMALE SWIVEL, INVOICE # 16165						12/16/2019		
68124	0000004523	PB033	12/09/2019	114.49	0.00	00001	12	2019		001.1640.0426	114.49
0205.0000	PARTS AUTHORITY		EXIDE BATTERY, INVOICE # PB033				9793		12/16/2019		
68125	0000000016	00298667	12/05/2019	11.00	0.00	00001	12	2019		001.3410.0425	11.00
0205.0000	AAA EMERGENCY SUPPLY CO		BATTERY TANGO METER, PAYMENT						12/16/2019		
68126	0000004523	PB309	12/10/2019	66.06	0.00	00001	12	2019		001.3410.0426	66.06
0205.0000	PARTS AUTHORITY		OIL FILTER, INVOICE # PB309						12/16/2019		
68127	0000004417	8523.2020	12/11/2019	396.00	0.00	00001	12	2019		001.1640.0475	396.00
0205.0000	PARTNERS IN SAFETY INC		FEE FOR ADMINISTRATION OF DRUG &						12/16/2019		
68128	0000003033	264462119-220	12/05/2019	307.64	0.00	00001	12	2019		001.3410.0431	184.58
										001.1640.0431	123.06
0205.0000	SPRINT		PAYMENT FOR PHONE SERVICE FOR						12/16/2019	<b>Total Dist.</b>	<b>307.64</b>
68129	0000004278	0000	12/03/2019	29.95	0.00	00001	12	2019		001.1620.0431	29.95
0205.0000	OPTIMUM		PAYMENT FOR ACCT# 07869-931817-01-						12/16/2019		
68131	0000000059	000	11/08/2019	7,463.33	0.00	00001	12	2019		001.1620.0430	1,444.93
										001.1640.0430	147.36
										001.7185.0430	560.08
										001.3410.0430	1,489.96
										001.7110.0430	331.02

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68131	0000000059									001.5182.0490	3,489.98
0205.0000	NEW YORK POWER AUTHORITY		PAYMENT FOR ACCT# 100000156						12/16/2019	<b>Total Dist.</b>	<b>7,463.33</b>
68132	0000005481 000		12/11/2019	250.00	0.00	00001	12	2019		001.0001.2089	250.00
0205.0000	DAFFIDIL GRAHAM		SECURITY DEPOSIT REFUND FOR EVEN						12/16/2019		
68133	0000005349 13596		11/25/2019	1,031.14	0.00	00001	12	2019		001.1325.0485	1,031.14
0205.0000	CARDMEMBER SERVICE		SPRINGHILL SUITES ICMA CONFERENCI					9696	12/16/2019		
68134	0000005349 0000		11/14/2019	287.95	0.00	00001	12	2019		001.3120.0411	287.95
0205.0000	CARDMEMBER SERVICE		SHIRTS, PANTS, SWEATERS					9731	12/16/2019		
68135	0000005349 294597		11/04/2019	86.28	0.00	00001	12	2019		001.1410.0455	75.00
										001.1620.0410	11.28
0205.0000	CARDMEMBER SERVICE		CONFIDENTIAL SECRETARY POSTING, F						12/16/2019	<b>Total Dist.</b>	<b>86.28</b>
68136	0000005349 0122		11/08/2019	24.00	0.00	00001	12	2019		001.7185.0439	24.00
0205.0000	CARDMEMBER SERVICE		ITEMS FOR CHRISTMAS TREE LIGHTING						12/16/2019		
68137	0000005349 06448044		12/02/2019	1,369.96	0.00	00001	12	2019		001.4210.0485	1,369.96
0205.0000	CARDMEMBER SERVICE		LIQUOR STORE AND PIZZA BOX LABELS					9772	12/16/2019		
68138	0000005349 000		12/03/2019	100.12	0.00	00001	12	2019		001.6772.0461	100.12
0205.0000	CARDMEMBER SERVICE		RIBBONS FOR SENIOR HOLIDAY WREAT					9771	12/16/2019		
68139	0000005349 17340308168		10/28/2019	44.25	0.00	00001	12	2019		001.1620.0410	44.25
0205.0000	CARDMEMBER SERVICE		PAYMENT FOR TOLL BILL #S 1734030816						12/16/2019		
68140	0000005349 000		12/02/2019	86.13	0.00	00001	12	2019		001.3120.0485	25.00
										001.7110.0461	61.13
0205.0000	CARDMEMBER SERVICE		REPLENISH E-Z PASS, INTEREST PAYME						12/16/2019	<b>Total Dist.</b>	<b>86.13</b>
68141	0000005349 3833340		10/16/2019	97.83	0.00	00001	12	2019		001.7110.0461	97.83
0205.0000	CARDMEMBER SERVICE		PAYMENT FOR FLEE MARKET ADS IN JC						12/16/2019		
68142	0000005349 092925		11/26/2019	192.44	0.00	00001	12	2019		001.7110.0461	192.44
0205.0000	CARDMEMBER SERVICE		GIFTS FOR CHRISTMAS TREE LIGHTING					9800	12/16/2019		
68144	0000002315 5540220-2019-10-01		12/06/2019	14,046.00	0.00	00001	12	2019		001.0001.0690.0001	14,046.00
0205.0000	STATE COMPTROLLER		COURT FEES & FINES FOR OCTOBER 20						12/16/2019		
68145	0000000062 242-19		12/10/2019	16.26	0.00	00001	12	2019		001.1410.0455	16.26
0205.0000	THE RIVERTOWNS ENTERPRISE		WORK SESSION NOTIFICATION PAYMEN						12/16/2019		
68146	0000000006 926440		12/09/2019	62.49	0.00	00001	12	2019		001.7550.0490	62.49
0205.0000	READERS HARDWARE INC		LIGHTSM EXTENSION CORDS, SCREWS						12/16/2019		
68147	0000001704 44492		12/11/2019	59.00	0.00	00001	12	2019		001.1640.0426	59.00
0205.0000	SCARSDALE FORD INC.		ELEMENT, INVOICE 44492						12/16/2019		
68148	0000000041 1438726		12/10/2019	864.00	0.00	00001	12	2019		001.3120.0426	864.00
0205.0000	CENTRAL AVE CHRYSLER JEEP		OAD KIT, ROTARS, INVOICE # 1438726					9799	12/16/2019		
68149	0000004523 309-000838		12/10/2019	8.68	0.00	00001	12	2019		001.3120.0426	8.68

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0205.0000	PARTS AUTHORITY		OIL FILTER, INVOICE # 309-000838						12/16/2019		
68150	0000002417	27690	12/09/2019	1,875.00	0.00	00001	12	2019		001.1420.0468	1,875.00
0205.0000	GAINES NOVICK PONZINI COSSU & VE		PAYMENT FOR PROFESSIONAL SERVICI						12/16/2019		
68151	0000003283	000	12/13/2019	791.45	0.00	00001	12	2019		001.7560.0460	791.45
0205.0000	GEORGE MALONE		DIRECT PUBLIC & GRANT ACCESS CABL M				9355		12/16/2019		
68153	0000000059	6100081953	12/13/2019	6,575.69	0.00	00001	12	2019		001.1620.0430	1,003.97
										001.1640.0430	380.79
										001.7185.0430	445.76
										001.3410.0430	1,322.21
										001.7110.0430	248.95
										001.5182.0490	3,174.01
0205.0000	NEW YORK POWER AUTHORITY		PAYMENT FOR ACCT# 100000156						12/16/2019	<b>Total Dist.</b>	<b>6,575.69</b>

Total Vouchers reported: 106

Total GL Detail Reported 83,989.17  
 Total Amount All Vouchers 83,989.17

Fund	Cash Item		Regular	Prepaid	Wire Transfer	----- Direct Pay -----		Total
						Outstanding	Paid	
001 - GENERAL FUND								
	0205.0000	VILLAGE	83,912.75	76.42	0.00	0.00	0.00	83,989.17
		<b>Fund Total</b>	<u>83,912.75</u>	<u>76.42</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>83,989.17</u>
<b>Grand Totals</b>			<u>83,912.75</u>	<u>76.42</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>83,989.17</u>
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>			<u><u>83,989.17</u></u>					

Fund			Regular	Prepaid	Wire Transfer	----- Direct Pay -----		Total
						Outstanding	Paid	
001 - GENERAL FUND		VILLAGE	83,912.75	76.42	0.00	0.00	0.00	83,989.17
<b>Grand Totals</b>			<u>83,912.75</u>	<u>76.42</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>83,989.17</u>
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>			<u><u>83,989.17</u></u>					

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68057	0000003106	169559	11/12/2019	386.40	0.00	00004	12	2019		005.0005.0093	386.40
0200.0000	WOODARD & CURRAN INC		PROFESSIONAL SERVICES FOR R. MOH						12/16/2019		
68058	0000003106	169561	11/12/2019	288.75	0.00	00004	12	2019		005.0005.0119	288.75
0200.0000	WOODARD & CURRAN INC		PROFESSIONAL SERVICES FOR 23 RIDC						12/16/2019		
68059	0000003106	169557	11/12/2019	496.30	0.00	00004	12	2019		005.0005.0116	496.30
0200.0000	WOODARD & CURRAN INC		PROFESSIONAL SERVICES FOR BRAMB						12/16/2019		
68093	0000004045	000	11/26/2019	156.00	0.00	00004	12	2019		005.0005.0098	156.00
0200.0000	ALLISON MASTROGIACOMO		REIMBURSEMENT FOR BABYSITTING CE						12/16/2019		
68143	0000005349	092925	11/26/2019	252.44	0.00	00004	12	2019		005.0005.0105	252.44
0200.0000	CARDMEMBER SERVICE		GIFTS FOR CHRISTMAS TREE LIGHTING						12/16/2019		

Total Vouchers reported: 5

Total GL Detail Reported 1,579.89  
 Total Amount All Vouchers 1,579.89

Fund	Cash Item	Village	Regular	Prepaid	Wire Transfer	----- Direct Pay -----		Total
						Outstanding	Paid	
005 - TRUST FUND								
	0200.0000	VILLAGE	1,579.89	0.00	0.00	0.00	0.00	1,579.89
		<b>Fund Total</b>	1,579.89	0.00	0.00	0.00	0.00	1,579.89
<b>Grand Totals</b>			1,579.89	0.00	0.00	0.00	0.00	1,579.89
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>			1,579.89					

Fund	Cash Item	Village	Regular	Prepaid	Wire Transfer	----- Direct Pay -----		Total
						Outstanding	Paid	
005 - TRUST FUND								
		VILLAGE	1,579.89	0.00	0.00	0.00	0.00	1,579.89
<b>Grand Totals</b>			1,579.89	0.00	0.00	0.00	0.00	1,579.89
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>			1,579.89					

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 Prepared By: THERESA

Voucher No. Cash Account	Vendor Cd Vendor Name	Invoice No.	Inv. Date Stub- Description	Voucher Amt.	Disc. Amt. Taxable	Check ID	Period PO No.	Year	Check No. Due/Check Date	Account No.	Amount
68152	000002625	1811-001	12/11/2019	35,856.00	0.00	00006	12	2019		006.1640.0452.0007	27,256.00
										006.1640.0452.0007	8,600.00
0200.0000	CALGI CONSTRUCTION CO INC		CONCEPTUAL DESIGN & BUDGET				9779		12/16/2019	<b>Total Dist.</b>	<b>35,856.00</b>

Total Vouchers reported: 1	Total GL Detail Reported	35,856.00
	Total Amount All Vouchers	35,856.00

Fund	Cash Item	Village	Regular	Prepaid	Wire Transfer	----- Direct Pay -----		Total
						Outstanding	Paid	
006 - CAPITAL	0200.0000	VILLAGE	35,856.00	0.00	0.00	0.00	0.00	35,856.00
		<b>Fund Total</b>	<u>35,856.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,856.00</u>
<b>Grand Totals</b>			<u>35,856.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,856.00</u>
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>			<u><u>35,856.00</u></u>					

Fund	Village	Regular	Prepaid	Wire Transfer	----- Direct Pay -----		Total
					Outstanding	Paid	
006 - CAPITAL	VILLAGE	35,856.00	0.00	0.00	0.00	0.00	35,856.00
<b>Grand Totals</b>		<u>35,856.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,856.00</u>
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>		<u><u>35,856.00</u></u>					

**BUILDING INSPECTOR'S REPORT**  
**For the Month and Fiscal Year To Date - November 2019**

	<u>Current Fiscal Year</u> <u>November</u> #	<u>\$ Amount</u>	<u>Prior Fiscal Year</u> <u>November</u> #	<u>\$ Amount</u>	<u>Fiscal Year to Date</u> #	<u>\$ Amount</u>	<u>Fiscal Year</u> <u>Budget</u> \$ Amount	<u>Prior Fiscal Year to Date</u> #	<u>\$ Amount</u>
BUILDING PERMITS	12	2,120.00	9	9,785.00	83	56,435.00	125,000.00	81	82,872.00
APPLICATION FEES	12	600.00	9	375.00	79	5,175.00	-	83	4,950.00
C/O'S	11	315.00	31	595.00	108	2,155.00	-	79	1,845.00
PLUMBING PERMITS	9	781.00	9	1,653.00	57	8,135.00	13,000.00	47	14,536.00
ELECTRICAL PERMITS	8	600.00	9	1,350.00	43	4,650.00	7,000.00	45	5,295.00
TITLE SEARCH & COMPLIANCE LETTER	9	473.00	8	516.25	56	2,963.25	-	49	2,731.25
MISC FEES	1	25.00	3	700.00	4	3,830.00	-	6	942.50
<b>TOTALS</b>	<b>62</b>	<b>\$ 4,914.00</b>	<b>78</b>	<b>\$ 14,974.25</b>	<b>430</b>	<b>\$ 83,343.25</b>	<b>\$ 145,000.00</b>	<b>390</b>	<b>\$ 113,171.75</b>
BUILDING INSPECTIONS PERFORMED	65		94		555			467	
ZONING INSPECTIONS PERFORMED	14		31		116			97	
FIRE INSPECTIONS PERFORMED	1		2		7			10	
VIOLATION NOTICES ISSUED	4		8		46			44	
WARNING NOTICES ISSUED	9		4		34			18	
APPEARANCE TICKETS ISSUED	0		0		0			0	

The fire inspections listed above were performed by the Building Inspector. The Fire Inspector will issue a separate report.

The misc fees listed above were collected to cover jobs where the cost of construction exceeded the amount originally stated on the building permit, and for permit renewal fees.



Village of Ardsley  
 507 Ashford Avenue  
 Ardsley, NY 12533  
 (914) 693-6961

12/4/2019

## MONTHLY BUILDING PERMIT REPORT

From: 11/1/2019 To: 11/30/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2019-6980	11/8/2019	ROOF/SIDING Install new roofing materials as per the approved specifications.	6.80-77-5	12 AUGUSTINE AVE	RESTLER, TODD & DEBRA	\$125.00
2019-6981	11/8/2019	ROOF/SIDING Install new roofing materials as per the approved specifications.	6.50-34-12	483 ASHFORD AVE	KINGSBERRY, SHIRAL	\$125.00
2019-6982	11/14/2019	TANK Install a new 275 gallon above ground fuel oil storage tank in the basement.	6.90-90-11	14 CROSS RD	SEITENBACH, RONALD & LORI	\$60.00
2019-6983	11/14/2019	FENCE Install a new fence as per the approved plans	6.70-46-10	22 BONAVENTURE AVE	THAYIL, NEIL	\$100.00
2019-6984	11/20/2019	TANK Remove a 275 gallon above ground fuel oil storage tank	6.80-59-6	20 JUDDSON AVE	KILPATRICK, DONALD H. & YIL	\$40.00
2019-6985	11/20/2019	DRIVEWAY/CURB CUT Widen the driveway as per the approved plan. Existing curb cut to remain.	6.70-53-1	8 SHADY RD	LIU, FRANK M. & SUSAN I.	\$80.00
2019-6986	11/20/2019	ROOF/SIDING Remove the exiting roofing and siding materials and install new roofing and siding materials as per the approved specifications.	6.90-89-22	5 ABINGTON AVE	BERNSTEIN, NEIL S & ANDREA	\$125.00
2019-6987	11/21/2019	SOLAR ELECTRIC SYSTE Install a new roof mount PV array.	6.90-87-13	27 WILMOTH AVE	DUNN, JOSEPH	\$640.00
2019-6988	11/26/2019	SOLAR ELECTRIC SYSTE Install a new Sunpower roof mount PV system	6.80-56-23	6 WESTERN DR	ROBIBERO, HARRY	\$280.00
2019-6989	11/26/2019	TANK Install two 120 gallon LP gas tanks on the property to power the pool heater.	6.60-38-43	60 EASTERN DR	VERRINO, SCOTT	\$20.00
2019-6990	11/26/2019	ROOF/SIDING Install new roofing materials as per the approved specifications.	6.30-13-22	26 OVERLOOK RD	NAMBIAR, NISHA & MANOJ	\$125.00



Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 12533  
(914) 693-6961

12/4/2019

## MONTHLY BUILDING PERMIT REPORT

From: 11/1/2019 To: 11/30/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2019-6991	11/26/2019	RESIDENTIAL ALTERATI	6.80-79-14	23 HILLCREST AVE	KAUFMANN, KENNETH & ELLY	\$400.00

Renovate the existing kitchen and full bath





Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 12533  
(914) 693-6961

12/4/2019

## MONTHLY BUILDING PERMIT REPORT TOTALS

From: 11/1/2019 To: 11/30/2019

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
DRIVEWAY/CURB CUT	1	\$80.00
FENCE	1	\$100.00
RESIDENTIAL ALTERATION/RENOVATION	1	\$400.00
ROOF/SIDING	4	\$500.00
SOLAR ELECTRIC SYSTEM	2	\$920.00
TANK	3	\$120.00
<b>Total Permits:</b>	<b>12</b>	<b>\$2,120.00</b>



Village of Ardsley  
 507 Ashford Avenue  
 Ardsley, NY 12533  
 (914) 693-6961

11/27/2019

## MONTHLY PERMIT APPLICATION REPORT

From: 11/1/2019 To: 11/30/2019

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2019-130	11/8/2019	ROOF/SIDING	6.80-77-5	RESTLER, TODD & DEBRA	12 AUGUSTINE AVE	10960.00	
2019-131	11/8/2019	ROOF/SIDING	6.50-34-12	KINGSBERRY, SHIRAL	483 ASHFORD AVE	9200.00	
2019-132	11/8/2019	SOLAR ELECTRIC SYSTEM	6.80-56-23	ROBIBERO, HARRY	6 WESTERN DR	11200.00	75.00
2019-133	11/12/2019	SOLAR ELECTRIC SYSTEM	6.90-87-13	DUNN, JOSEPH	27 WILMOTH AVE	31474.00	75.00
2019-134	11/12/2019	TANK	6.90-90-11	SEITENBACH, RONALD & LORI	14 CROSS RD	2100.00	75.00
2019-135	11/20/2019	TANK	6.80-59-6	KILPATRICK, DONALD H. & YILI	20 JUDDSON AVE	1762.00	75.00
2019-136	11/20/2019	DRIVEWAY/CURB CUT	6.70-53-1	LIU, FRANK M. & SUSAN I.	8 SHADY RD	3500.00	75.00
2019-137	11/20/2019	ROOF/SIDING	6.90-89-22	BERNSTEIN, NEIL S & ANDREA	5 ABINGTON AVE	36316.00	
2019-138	11/26/2019	RESIDENTIAL ALTERATIO	6.80-68-39.1	JLT TEAM LLC	35 JUDDSON AVE	25000.00	75.00
2019-139	11/26/2019	TANK	6.60-38-43	VERRINO, SCOTT	60 EASTERN DR	350.00	75.00
2019-140	11/26/2019	ROOF/SIDING	6.30-13-22	NAMBIAR, NISHA & MANOJ	26 OVERLOOK RD	18640.00	
2019-141	11/26/2019	RESIDENTIAL ALTERATIO	6.80-79-14	KAUFMANN, KENNETH & ELLY	23 HILLCREST AVE	20000.00	75.00



Village of Ardsley  
 507 Ashford Avenue  
 Ardsley, NY 12533  
 (914) 693-6961

11/27/2019

**MONTHLY PERMIT APPLICATION REPORT TOTALS**

From: 11/1/2019 To: 11/30/2019

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
DRIVEWAY/CURB CUT	1	\$75.00	\$3,500.00
RESIDENTIAL ALTERATION/RENOVATION	2	\$150.00	\$45,000.00
ROOF/SIDING	4	\$0.00	\$75,116.00
SOLAR ELECTRIC SYSTEM	2	\$150.00	\$42,674.00
TANK	3	\$225.00	\$4,212.00
<b>Total:</b>	<b>12</b>	<b>\$600.00</b>	<b>\$170,502.00</b>



Village of Ardsley  
 507 Ashford Avenue  
 Ardsley, NY 12533  
 (914) 693-6961

11/27/2019

## CERTIFICATE REPORT

From: 11/1/2019 To: 11/30/2019

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2019-5157	11/14/2019	CO	6.80-58-10	ARDSLEY44 LLC	27 EASTERN DR	\$25.00
2019-5158	11/14/2019	CO	6.110-102-5	JIMENEZ, JESSICA M.	5 MC KINLEY PL	\$15.00
2019-5159	11/14/2019	CO	6.50-28-16	ONEILL, JAMES & ANDR	5 CAPTAIN HONEYWELLS RD	\$45.00
2019-5160	11/14/2019	CC	6.50-29-12	RHEE, JOHN & KIM, MIC	33 CAPTAIN HONEYWELLS RD	\$25.00
2019-5161	11/15/2019	CO	6.80-70-10	BLANCO, REINALDO L.	554 ASHFORD AVE	\$45.00
2019-5162	11/20/2019	CO	6.80-63-11	ROCHE, STEPHEN M &	581 ASHFORD AVE	\$50.00
2019-5163	11/20/2019	CO	6.20-4-63	CHEUNG, RAYMOND Y	6 FRANKLIN CT	\$15.00
2019-5164	11/20/2019	CO	6.20-4-63	CHEUNG, RAYMOND Y	6 FRANKLIN CT	\$25.00
2019-5165	11/26/2019	CC	6.20-3-51	STONEGATE	REVOLUTIONARY RD (OFF)	\$25.00
2019-5166	11/26/2019	CO	6.70-44-9	609 SAW MILL RIVER R	609 SAW MILL RIVER RD	\$45.00
2019-5167	11/26/2019	CL	18.13-1144-2	CRETAN PROPERTIES, I	609 SAW MILL RIVER RD	\$0.00



Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 12533  
(914) 693-6961

11/27/2019

### CERTIFICATE REPORT- TOTALS

From: 11/1/2019 To: 11/30/2019

Certificate Type	Count	Fees
CC	2	\$50.00
CL	1	\$0.00
CO	8	\$265.00
<b>Total: 11</b>		<b>\$315.00</b>



Village of Ardsley  
 507 Ashford Avenue  
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 (914) 693-6961

11/27/2019

## MONTHLY PLUMBING PERMIT REPORT

From: 11/1/2019 To: 11/30/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2019-1672	11/7/2019	GAS	6.20-7-7	3 MORNINGSIDE RD	PRESBYTO, JOSEPH & EMILY	\$75.00
P-2019-1673	11/7/2019	PLUMBING PERMIT	6.20-3-58	8 CONCORD RD	BENNETT, TRACY & BENNETT	\$95.00
P-2019-1674	11/7/2019	GAS	6.70-53-2	81 RIDGE RD	FEDERMAN, MICHAEL & AND	\$75.00
P-2019-1675	11/7/2019	HVAC	6.50-28-6	18 BEACON HILL RD	HORAN, ROBERT & HORAN TR	\$75.00
P-2019-1676	11/14/2019	GAS	6.60-39-10	8 WINDSONG RD	BASHI, EHSAN	\$75.00
P-2019-1677	11/20/2019	HVAC	6.110-102-7	7 MC KINLEY PL	PHILIPS, MADHU V & SHINEY	\$50.00
P-2019-1678	11/26/2019	GAS	6.60-38-43	60 EASTERN DR	VERRINO, SCOTT	\$75.00
P-2019-1679	11/26/2019	PLUMBING PERMIT	6.80-79-14	23 HILLCREST AVE	KAUFMANN, KENNETH & ELL	\$75.00
P-2019-1680	11/26/2019	FIRE SUPPRESSION	6.80-55-1.2	23 FAIRMONT AVE	FAIRMONT ARDSLEY LLC	\$186.00



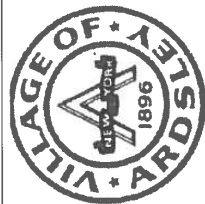
Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 12533  
(914) 693-6961

11/27/2019

## MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 11/1/2019 To: 11/30/2019

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
FIRE SUPPRESSION	1	\$186.00
GAS	4	\$300.00
HVAC	2	\$125.00
PLUMBING PERMIT	2	\$170.00
<b>Total Permits:</b>	<b>9</b>	<b>Total Fees: \$781.00</b>



Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 12533  
(914) 693-6961

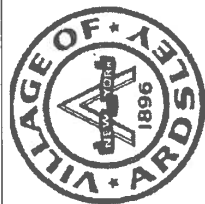
11/27/2019

## MONTHLY ELECTRICAL PERMIT REPORT

From: 11/1/2019 To: 11/30/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2019-1386	11/26/2019	ELECTRICAL PERMIT	6.20-4-18	9 CONCORD RD	\$75.00
E-2019-1387	11/7/2019	ELECTRICAL PERMIT	6.20-4-63	6 FRANKLIN CT	\$75.00
E-2019-1388	11/7/2019	ELECTRICAL PERMIT	6.20-4-48	7 WAYNE CT	\$75.00
E-2019-1389	11/7/2019	ELECTRICAL PERMIT	6.90-85-4	18 KENSINGTON RD	\$75.00
E-2019-1390	11/14/2019	ELECTRICAL PERMIT	6.90-87-8	18 ABINGTON AVE	\$75.00
E-2019-1391	11/21/2019	ELECTRICAL PERMIT	6.90-87-13	27 WILMOTH AVE	\$75.00
E-2019-1392	11/26/2019	ELECTRICAL PERMIT	6.80-79-14	23 HILLCREST AVE	\$75.00
E-2019-1392	11/26/2019	ELECTRICAL PERMIT	6.80-56-23	6 WESTERN DR	\$75.00





Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 12533  
(914) 693-6961

11/27/2019

## MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 11/1/2019 To: 11/30/2019

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
ELECTRICAL PERMIT	8	\$600.00
<b>Total Permits:</b>	<b>8</b>	<b>\$600.00</b>

# ARDSLEY FIRE DEPARTMENT

505 Ashford Avenue  
Ardsley, New York 10502

Phone (914) 693-6581  
Fax (914) 693-0279



Office of the Fire Chief  
Division of Fire Prevention

TO: Ardsley Village Board

FROM: Chief Patrick Lindsay

RE: Activity Report November 2019

The following is a summary of Fire Department activities for November 2019:

11/2/19-Ex-Chief Coulehan Attended the Tarrytown Fire Department Inspection.

11/2/19-Chief Lindsay attended years of service dinner for members of Livingston Hose Co. (Dobbs Ferry Fire Department).

11/2/19-Crew stood-by in quarters for Dobbs Ferry Fire Department.

11/3/19-Chief Lindsay Ex-Chiefs Marsek, Coulehan, Roberts, Scott attended dedication ceremony at Elmsford Fire Company in memory of Ex-Chief John Constantino.

11/8/19-Chief Mancini attended the West Harrison Fire Department

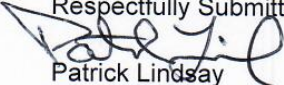
11/20/19-Chiefs Lindsay and Mancini attended monthly Battalion 14 meeting at Hastings Fire Department.

11/24/19-Chief Lindsay and Murray and members attended welcome home parade for volleyball team.

20 Calls for month.

Training Report See Attached

Respectfully Submitted

  
Patrick Lindsay  
Chief of Department

Ardsley Fire Department

Monthly Alarm R

DATE	TIME	ALARM #	LOCATION	TYPE
11/1/19	1:16	19-00274	76 Heatherdell Rd	Hazardous Condition (Wires Down)
11/3/19	11:06	19-00275	37 Beacon Hill Rd	False Unintentional (Cooking)
11/3/19	11:49	19-00276	1 Elm Street	Service Call (Smoke Condition)
11/4/19	18:01	19-00277	102 Huntley Dr	False Unintentional (Cooking)
11/7/19	19:57	19-00278	Saw Mill River Rd IFO Ardsley Mall	Hazardous Condition (Wires / MVA)
11/7/19	22:00	19-00279	573 Walburton Ave Hastings	Mutal Aid (Engine)
11/8/19	18:52	19-00280	800 Saw Mill River Rd	Garbage Can Fire
11/8/19	19:39	19-00281	8 Larchmont St	Hazardous Condition (Gas Leak)
11/9/19	13:58	19-00282	871 Saw Mill River Rd	False Unintentional (Cooking)
11/9/19	19:26	19-00283	41 Sheldon St	Service Call (Smoke Odor)
11/12/19	11:44	19-00284	1 Dell Lane	False Malfunction
11/14/19	5:22	19-00285	New York State Thruway NB MM 11.C	Truck Fire
11/17/19	20:35	19-00286	44 Winding Rd Farm	Shed/ Brush /Propane Fire
11/19/19	20:23	19-00287	26 Old Mill La	False Unintentional
11/22/19	17:17	19-00288	30 Sheldon St	False Unintentional (Cooking)
11/24/19	20:00	19-00289	1156 North Broadway Hastings	Mutal Aid (Ladder)
11/24/19	20:14	19-00290	573 Warburton Ave Hastings	Mutal Aid (Engine)
11/27/19	17:04	19-00291	37 Sheffield Ct	False Unintentional (Battery Change)
11/28/19	16:52	19-00292	10 Old Jackson Ave Clubhouse	False Malfunction
11/30/19	10:37	19-00293	480 Winding Road North	False Unintentional (CO)

Total Calls 20

Respectfully Submitted  
Patrick Lindsay  
Chief of Department

# ARDSLEY FIRE DEPARTMENT

Division of Fire Prevention  
Office of the Fire Chief  
Village of Ardsley



505 ASHFORD AVENUE • ARDSLEY, NEW YORK 10502 • (914) 693-6581

## TRAINING OFFICERS REPORT- NOVEMBER 2019

### NOVEMBER 07TH 2019

Annual bailout recertification group one and apparatus maintenance group two.

**Training Hrs. 42.5, 15 Member's Present**

### NOVEMBER 14th 2019

Annual bailout recertification group two and firehouse maintenance group one

**Training Hrs. 54.0, 18 Member's Present**

### NOVEMBER 21st Monthly Drill

Wash repack hose on apparatus, maintenance of apparatus and equipment after the fire on November 17<sup>th</sup>.

**Training Hrs. 46.0, 23 Member's Present**

### NOVEMBER 28th 2019

No Drill, for the Holiday.

**New York State Classes:**

**Online Training McNeil & Company E-Learning:**

# ARDSLEY FIRE DEPARTMENT

Division of Fire Prevention  
Office of the Fire Chief  
Village of Ardsley



505 ASHFORD AVENUE • ARDSLEY, NEW YORK 10502 • (914) 693-6581

Training: 96.50 Hours  
Inspection: 00.0 Hours  
Maintenance: 46.0 Hours  
New York State Training: 00:00 Hours  
Online Training McNeil & Company E-Learning: 000.0 Hours  
Other Training: 00:00Hrs.  
Total: 140.50 Hours

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert J. Mancini".

Robert J. Mancini  
2nd Assistant Chief





**POLICE DEPARTMENT**  
TOWN OF GREENBURGH  
188 TARRYTOWN ROAD, WHITE PLAINS, N.Y. 10607  
TELEPHONE: (914) 989-1700  
FAX. NO. (914) 682-5342  
<http://www.police.greenburgh.com>



**BRIAN J. RYAN**  
PROVISIONAL  
CHIEF OF POLICE

November 22, 2019

Chief Patrick Lindsay  
Ardsley Fire Department  
505 Ashford Avenue  
Ardsley, New York 10502

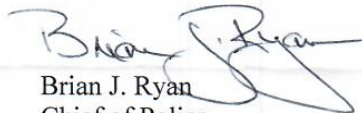
Dear Chief Lindsay:

Thank you for taking the time to acknowledge the assistance that members of our department provided to yours on November 17, 2019. It is always reassuring to know that our police officers and EMS provide such care to the residents of the Town of Greenburgh and beyond.

Such professionalism on the part of our personnel is a standard we strive to achieve in accomplishing our mission as a police department. I will make sure that your words of praise reach them. It is most gratifying to know that our department has such a positive impact on our community.

Please be assured of our continued assistance in all matters of mutual concern.

Very truly yours,

  
Brian J. Ryan  
Chief of Police





**POLICE DEPARTMENT**

**VILLAGE OF ARDSLEY**

INCORPORATED 1896



**Anthony D. Piccolino**

CHIEF of POLICE  
TEL. 914-693-1700  
FAX: 914-693-8298

Municipal Building  
507 Ashford Ave  
Ardsley NY 10502

WESTCHESTER COUNTY

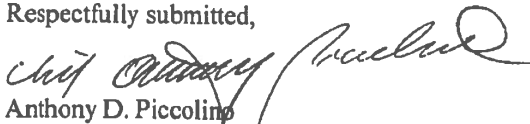
**Monthly Report November – 2019**

Property lost or stolen - \$	0
Property Recovered---- \$	
Court fines and fees --- \$	37,074.50
Alarm fines and fees--- \$	1,095.00
Meter collection----- \$	4017.60

UTT summonses issued----	51
Parking summonses issued-	115
Appearance tickets issued—	4
Total summonses issued-----	170

**For monthly statistics, please see attached**

Respectfully submitted,

  
 Anthony D. Piccolino  
 Chief of police



**POLICE DEPARTMENT**  
**VILLAGE OF ARDSLEY**

INCORPORATED 1896



**Anthony D. Piccolino**  
CHIEF of POLICE  
TEL. 914-693-1700  
FAX: 914-693-8298

MUNICIPAL BUILDING  
507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

WESTCHESTER COUNTY

**NOVEMBER EVENTS 2019**

**Training**

Total training for the month of November-----16 hrs

The training consisted of SWAT

**COMMUNITY POLICING**

The child seat program installed 10 seats and issued 1. We also performed a child seat check event and installed 48 child seats and issued 4

Tony attended the Westchester county coalition meeting as well as the SAYF and youth council meeting

The passenger safety technician class certified 17 new techs.

**Community information**

With the holidays fast approaching, we encourage everyone to drive safely and be responsible drivers. We have started roaming Stop DWI patrols with will continue into the next year.

The Ardsley PBA will be participating in "No Shave November and December" and will donate the monies raised to Debra of America. Information can be found at [www.debra.org/give](http://www.debra.org/give) . and <https://vimeo.com/148107993>



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

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed contract for bond counsel services with Orrick, Herrington, Sutcliffe, LLP located at 51 West 52<sup>nd</sup> Street, New York, New York 10019-6142 from January 1, 2020 through December 31, 2020.



**Orrick, Herrington & Sutcliffe LLP**

51 West 52nd Street  
New York, NY 10019-6142

+1 212 506 5000

[orrick.com](http://orrick.com)

Douglas E. Goodfriend  
(212) 506-5211  
[dgoodfriend@orrick.com](mailto:dgoodfriend@orrick.com)

November 15, 2019

**VIA: FEDEX**

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

Re: Village of Ardsley, Westchester County, New York  
Bond Counsel Contract 2020

Dear Ms. Robson:

As requested, enclosed, please find the proposed contract for bond counsel services for the 2020 year. Kindly return one signed original to my attention. The fee schedule is unchanged from last year.

I look forward to working together next year.

With best wishes

Very truly yours

A handwritten signature in cursive script that reads "Douglas".

Douglas E. Goodfriend

DEG/vmo

Encl.

4132-2575-1584 v.1

VILLAGE OF ARDSLEY  
BOND COUNSEL CONTRACT  
2020

This Agreement is entered into this 1st day of January 2020 by and between the Board of Trustees of the Village of Ardsley (hereinafter the "VILLAGE"), having its principal place of business for the purpose of this Agreement at 507 Ashford Avenue, Ardsley, New York 10502, and Orrick Herrington & Sutcliffe, LLP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 51 West 52<sup>nd</sup> Street, New York, New York.

A. TERM

The term of this Agreement shall be from January 1, 2020 through January 1, 2021 inclusive, unless terminated early as provided for in this Agreement. It is understood that the VILLAGE is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

**The Bond Counsel shall:**

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

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

C. COMPENSATION:

1. The VILLAGE shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to

the VILLAGE.

i. [SEE ATTACHED SERVICE AND FEE SCHEDULE]

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

#### D. MISCELLANEOUS

##### 1. Termination:

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

##### 2. Independent Contractor:

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

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

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

CONSULTANT:

By:

  
Partner, Orrick Herrington & Sutcliffe, LLP

VILLAGE:

By: VILLAGE OF ARDSLEY, NEW YORK

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

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

**ORRICK, HERRINGTON & SUTCLIFFE LLP**  
**GENERAL OBLIGATION FEE SCHEDULE (2020-2021)**

**BOND ANTICIPATION NOTES**

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

NO INCIDENTAL EXPENSE CHARGES



**CASH FLOW FINANCINGS**

- Budget or Deficiency Notes:      Base fee \$975 plus 90 cents per \$1,000 plus \$25 for each extra specific purpose for which the notes are being issued.
- RANs:      Base fee \$975, plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of aid or revenue in anticipation of which the notes are being issued.
- TANs:      Base fee \$975 plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of taxes or assessments in anticipation of which the notes are being issued.
- PLUS**      \$875 for review of Official Statement.
- PLUS**      \$350 for Material Events or Continuing Disclosure certification.
- PLUS**      \$350 for bond tax law review.

**BOND ISSUES (PUBLIC SALE)**

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

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

NO INCIDENTAL EXPENSE CHARGES

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

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

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

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

**STATUTORY INSTALLMENT BONDS**

\$1,750 base fee.

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

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

**DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS**

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

\$1,500 for Town district consolidation proceedings.

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

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

**HOURLY RATES**

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

NO INCIDENTAL EXPENSE CHARGES

\* \* \* \* \*

***ORRICK'S FEE COVENANTS***

Orrick makes the following covenants with respect to its fees:

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



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

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

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed agreement for financial advisor services with Capital Markets Advisors, LLC located at 11 Grace Avenue, Suite 308, Great Neck, New York 11030 from January 1, 2020 through December 31, 2020.



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

## Financial Advisory Services Agreement

**This Agreement** has been entered into this \_\_\_ day of \_\_\_\_\_, 2019 by and between the Village of Ardsley, New York ("Village") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

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

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

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

## **Section 2 Compensation**

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

## **Section 3 Term of Agreement**

The term of this Agreement shall be one year from the date hereof, with a renewal for an additional, one-year term at the Village's option.

## **Section 4 Disclosure**

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

**Section 5 Required Regulatory Disclosure**

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

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

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

**Section 6 Binding Effect**

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

**Section 7 Modification and Termination**

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

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

**CAPITAL MARKETS ADVISORS, LLC**

**ARDSLEY, NEW YORK**

*Richard Tortora*

Richard Tortora  
President

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

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

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

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN  
AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR THE  
EMPLOYEE ASSISTANCE PROGRAM**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with the County of Westchester located at Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 for the Employee Assistance Program for a 5 year term from January 1, 2020 and continuing through December 31, 2024.



**THIS AGREEMENT** (“Agreement”), made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having its principal place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”),

And

**VILLAGE OF ARDSLEY**, a municipal corporation of the State of New York, having an office and place of business at 507 Ashford Avenue, Ardsley, New York, 10502 (hereinafter referred to as the “Agency”)

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Department of Community Mental Health (“Department”), and the Agency desire to enter into the Agreement to provide preventive, rehabilitative and treatment services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and Unified Services) of the New York State Mental Hygiene Law (“Mental Hygiene Law”); and

**WHEREAS**, pursuant to the provisions of Articles 25 and 41 of the Mental Hygiene Law, the County receives funding from the State of New York (“State”) and local municipalities, among others, for preventive, rehabilitative and treatment service programs for the mentally ill, the mentally retarded, the developmentally disabled and those suffering from alcohol and substance abuse. Pursuant to Article 41, the County also operates an Employee Assistance Program, which provides such services to various municipalities and school districts within Westchester and Putnam counties; and

**WHEREAS**, the Agency has indicated it would like to receive these services.

**NOW, THEREFORE**, the parties hereto in consideration of the premises and of the covenants, agreements, terms and conditions herein contained do agree as follows:

**Section 1.** The Department shall provide services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and Unified Services) of the Mental Hygiene Law to the Agency and render Employee Assistance Program services (hereinafter collectively the “Services”) to the Agency as more particularly described in Schedule “A” which is attached hereto and made a part hereof.

**Section 2.** In consideration of the Services to be provided to the Agency by the Department pursuant to Paragraph “1” above, the Agency shall pay to the County a certain fee per employee per year, for a total aggregate yearly amount, as more fully set forth in the Budget set forth in Schedule “B” which is attached hereto and made a part hereof.

Any and all payments to be made to the County, including any partial payment made in proportion to the provision of Services, shall be made on an annual basis, as set forth in Schedule “B.”

**Section 3.** All records compiled by the Department in completing the work described in this Agreement, including but not limited to evaluation, progress notes, written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the Department.

**Section 4.** The term of the Agreement shall commence on January 1, 2020 and shall expire on December 31, 2024. Notwithstanding anything to the contrary herein, either party may, at any time, upon ten (10) business days' prior notice to the other party, terminate the Agreement, when it deems that doing so would be in its best interest.

**Section 5.** The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Agency agrees:

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

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

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

**Section 6.** Confidentiality of Records:

(a) The Department and the Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information. The Department and the Agency agree not to allow examination of records or the disclosure of information except as herein set forth or as may be required by applicable Law.

(b) The Department and the Agency shall fully inform their own staff members to observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information.

(c) The Department and the Agency shall implement the following procedures for the purpose of safeguarding information and ensuring the protection and confidentiality of said information.

- (1) Records containing individually identifiable information shall be marked “confidential” and kept in locked files or in rooms that are locked when the records are not in use.
- (2) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case record.
- (3) Records shall be transmitted from one location to another in a sealed envelope stamped “confidential” and a receipt shall be obtained documenting delivery of said records. Records may be removed from Department’s work locations only with the prior written permission of the Commissioner.
- (4) Interviews with clients shall be conducted at a location and in a manner which maximizes privacy.
- (5) The Agency consistent with applicable statute and regulation shall have access to the following:
  - All identifiable information released with client’s consent.
  - Information released is usually within the context of a supervisor’s referral.

- Released information normally includes information regarding compliance with Employee Assistance Program services and treatment and client's medical clearance to return to work

**Section 7.** The Agency expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 8.** Either party may cancel this Agreement upon ten (10) days prior written notice to the other by certified mail.

**Section 9.** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or mailed postage prepaid, certified mail, return receipt requested, addressed as follows:

To the County:                      Commissioner  
Westchester County Department of Community Mental Health  
112 East Post Road - Second Floor  
White Plains, New York 10601

with copy to:                      County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601



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

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Michael Orth, M.S.W., Commissioner  
Department of Community Mental Health

**VILLAGE OF ARDSLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by the Board of Legislators of the County of Westchester on the 21<sup>st</sup> day of October, 2019, by Act No. 2019-223.

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
2019 EAP Agreement.cmc.09.11.19.doc





**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

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

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

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

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

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

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

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

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

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

**SCHEDULE A**  
**Scope of Services**  
**(Village of Ardsley)**

(Name of Agency) will receive the following services from the Department of Community Mental Health (DCMH) Employee Assistance Program:

1. Program consultation and design including technical assistance for development of policies and procedures.
2. Staff development services:
  - a. Program facilitator (s) training for appropriate jurisdictions;
  - b. Labor/Management orientation and training;
  - c. Supervisory training
  - d. Employee Orientations
3. Program Administration
  - a) Data collection;
  - b) Statistical analysis;
  - c) Reporting services for labor and management, as required.
4. Program Maintenance:
  - a) On-going training and education;
  - b) Collection and dissemination of appropriate program data and material;
  - c) On-going training and support for program facilitators;
  - d) Appropriate corrective action for local programs, as required.

**Schedule "A" (continued)**  
**(Village of Ardsley)**

5. Client Evaluation and Referral:

Upon contact from a supervisor or a self-referred employee, the local Employee Assistance Program coordinator will contact the County Employee Assistance Program;

- a) County Employee Assistance Program staff will make an appointment for the employee and assign a counselor for the contact;
- b) The Counselor will interview the employee and complete appropriate assessment and referral services;
- c) County Employee Assistance Program staff will monitor the employee's progress in treatment;
- d) The counselor will provide appropriate follow-up to the local Employee Assistance Program coordinator or other designated supervisory staff.

**SCHEDULE B**

**BUDGET**

**(Village of Ardsley)**

Village of Ardsley shall pay to the County a fee of \$45 per employee per year for all five years.

For the purpose of this Agreement, Village of Ardsley represents that as of the date hereof, Village of Ardsley has 45 employees and the total amount for 2020 is \$2,025.00. The fee for 2020 shall be due and payable upon execution of this Agreement by both parties. The total amount billed by Westchester County Department of Community Mental Health for years 2021 through 2024 shall be based on the head count supplied by Village of Ardsley in December of the preceding year and shall be paid within fifteen (15) days of submission of an invoice by the Department.

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**

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

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

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

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

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

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

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

- (a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form

DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

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

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

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

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

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

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

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

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH  
POLICE CHIEF, ANTHONY PICCOLINO REGARDING ACCREDITATION  
PROGRAM PREPERATION**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Mayor to execute the proposed contract between the Village of Ardsley and the Chief of Police, Anthony Piccolino regarding the accreditation program preparation effective June 1, 2019.



**AGREEMENT  
BETWEEN  
VILLAGE OF ARDSLEY  
AND  
ANTHONY PICCOLINO**

**PREAMBLE:**

This Agreement, made this 17th day of December, 2019 by and between the VILLAGE OF ARDSLEY (hereinafter referred to as "Employer" or the "Village") and CHIEF OF POLICE ANTHONY PICCOLINO (hereinafter referred to as "Chief") effective June 1, 2019.

**DEFINITIONS:**

For the purpose of this Agreement, the following terms shall be deemed to have the meaning set forth.

- a. Village – The Village of Ardsley;
- b. Chief – The Chief of Police of the Village of Ardsley Police Department.

**PURPOSE:**

The purpose of this Agreement is the following:

- a. The Village Board of Trustees has determined it to be in the best interests of the Village Police Department (the "Department") to take the actions and adopt the programs and policies to become a Department accredited through the New York State Law Enforcement Accreditation Program. The principles underling accreditation are described by the Program as follows – (1) To increase the effectiveness and efficiency of law enforcement agencies utilizing existing personnel, equipment and facilities to the extent possible; (2) To promote increased cooperation and coordination among law enforcement agencies and other agencies of the criminal justice services; (3) To ensure the appropriate training of law enforcement personnel; and (4) To promote public confidence in law enforcement agencies;

- b. The Village Board and Chief have agreed to compensate the Chief for performing the work necessary for accreditation of the Department and securing final accreditation due to the extraordinary amount of work necessary to accomplish this goal.

**ARTICLE 1 – Work Necessary to Earn Accreditation of the Police Department**

**1.1** The Chief shall perform all the work, obligations and activities necessary for the Village Police Department to be accredited pursuant to New York State Law Enforcement Accreditation Program (hereinafter referred to as the “Accreditation Project”). This work shall not interfere with the Chief’s obligations, duties and responsibilities set forth in Section 1.2 of this Agreement.

**1.2** The Chief shall perform and fulfill all obligations, duties and responsibilities of Chief of Police in accordance with accepted professional standards and applicable state, federal and local statutes, laws and ordinances.

**ARTICLE 2 – COMPENSATION FOR THE ACCREDITATION PROJECT**

**2.1** Commencing with the effective date of this Agreement, the Chief shall work diligently to complete the requirements necessary for Accreditation in accordance with the timeline in this Article. Conditioned upon satisfactory performance of his obligations under this Agreement as determined by the Village Board, the Chief shall be compensated by the Village at the rate of \$20,000 per annum for five (5) years (paid at the end of each fiscal year as set forth below) for his work on the Accreditation Project subject to completion of the following minimum requirements by the end of the fiscal year as set forth below:

- Year 1 (fiscal year June 1, 2019 – May 31, 2020) – Development of policies and other requirements necessary for accreditation review by the required State authorities (“the State”);
- Year 2 (fiscal year June 1, 2020 – May 31, 2021) – Completion of policies and other requirements necessary for accreditation review by the State;

- Year 3 (fiscal year June 1, 2021 – May 31, 2022)– Review of policies by the PBA to the extent required by law and implementation of the policies and other requirements in preparation for assessment by the State;
- Year 4 (fiscal year June 1, 2022 – May 31, 2023) – Completion of review by the State for purposes of accreditation;
- Year 5 (fiscal year June 1, 2023 – May 31, 2024 or date of Final Accreditation, whichever is later) – Final approval by State Law Enforcement Accreditation Council and Grant of Accreditation or if the Village Board decides not to pursue final accreditation by the State the acceptance by the Village Board of a revised Department Manual which meets the requirements of the State Law Enforcement Accreditation Council.

If the process of obtaining Final Accreditation extends beyond May 31, 2024, it shall be completed by the Chief without additional compensation absent extenuating circumstances acceptable to the Village Board of Trustees which may, in its sole discretion, pay additional compensation to the Chief. All payments to the Chief shall be made less taxes and withholdings required by law.

**2.2** The Chief agrees his work on the Accreditation Project does not change or alter his status as an Exempt Employee which precludes him from overtime payment or compensatory time for any hours worked fulfilling his responsibilities set forth in Article 1 of this Agreement. The Chief of Police is not eligible for and will not receive overtime pay or compensatory time.

**2.3** The payments provided for in this Agreement shall terminate immediately upon the cessation of the employment of the Chief with the Village for any reason including but not limited to his resignation or retirement or termination by the Village pursuant to any law.

**ARTICLE 3 – COMPLETE AGREEMENT**

**3.1** This Agreement sets forth all of the terms and conditions of employment of the Chief and constitutes the entire understanding between the Village and the Chief with respect to the subject matter of this Agreement. No waiver, modification or addition to this Agreement shall be valid unless it is in writing and signed by the parties hereto. Neither party has relied on any representation of the other that is not specifically contained in this Agreement.

**3.2** Nothing in this Agreement shall in any way affect, alter or amend the terms of the Employment Agreement between the Village of Ardsley and Anthony Piccolino entered into effective May 31, 2018.

**ARTICLE 4 – MISCELLANEOUS**

**4.1** The failure of the Village to exercise the rights granted herein shall not constitute a waiver of any such rights upon the recurrence of any such contingency.

**4.2** The Chief acknowledges that he has had full opportunity to discuss this Agreement in detail with counsel or a representative of his choice and is entering into it of his own free will.

**4.3** This Agreement and all matters collateral thereto shall be governed by the laws of the State of New York applicable to contracts made and performed entirely therein and shall be enforceable only in a New York Court of Law of competent jurisdiction. All claims arising out of this Agreement with the Village shall be brought in a court of competent jurisdiction in Westchester County, New York, without resort to a jury.

**ARTICLE 5 – LEGISLATIVE ACTION FOR APPROVAL**

It is agreed by both parties that any article, section or portion of this Agreement requiring legislative action to permit its implementation by amendment of law or approving that additional funds therefore be made available shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 6 – EFFECTIVE DATE**

This Agreement shall be effective June 1, 2019.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS BY THEIR RESPECTIVE REPRESENTATIVES.

BY:

CHIEF OF POLICE

VILLAGE OF ARDSLEY

\_\_\_\_\_  
Anthony Piccolino

12/\_\_/19

\_\_\_\_\_  
Nancy Kaboolian, Mayor

12/\_\_/19

**RESOLUTION AUTHORIZING MANAGER TO ENTER INTO AN  
AGREEMENT WITH CAMOIN ASSOCIATES**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed agreement for a downtown market assessment and communications strategy with Camoin Associates, located at 120 West Avenue, Suite 303, Saratoga Springs, New York 12866 effective January 1, 2020.

# AGREEMENT

This services agreement ("Agreement") is made this 16th day of December 2019 by and between the Village of Ardsley, NY, with a mailing address of 507 Ashford Ave, Ardsley, NY 10502 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of 120 West Avenue, Suite #303, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

## SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

## REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 90 days of the date of the invoice. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney fees.

## MISCELLANEOUS

6. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Client.
7. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this

Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.

8. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
9. The allocations of liability under paragraphs 7 and 8 are the agreed and bargained-for understanding of the parties, and compensation for the services included in this Agreement as Attachment A reflects these allocations.
10. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
11. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
12. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
13. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
14. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
15. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.
16. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.
17. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

18. During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit, hire, contract with or engage the employment of an employee of the Consultant (a "Restricted Employee"). In the event Client directly employs or contracts with a Restricted Employee without the consent of the Consultant, the Client shall pay to Consultant as liquidated damages two times the ten monthly salary of such Restricted employee for a three-month period of time.

TERM OF AGREEMENT

19. This Agreement shall become effective as of the date first set forth above.

20. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.

21. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

AGREED TO:

For Village of Ardsley, NY

For Camoin Associates, Inc.

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

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

Meredith Robson  
Village Manager

Robert Camoin  
President

Contact and email address for invoicing:

\_\_\_\_\_

Phone number for invoicing:

\_\_\_\_\_



# ATTACHMENT A

## Scope of Services

“We”, “Us” and “Our” shall refer to the Consultant, “You” and “Your” shall refer to the Client.

### 1. PROJECT KICKOFF (SITE VISIT #1)

To begin, we will hold a kick off meeting between Camoin 310, the Village Manager, and other relevant village staff. The purpose of this meeting will be to examine the work scope, develop a project management plan, and ensure our approach will meet the needs of the Village. More specifically, we will:

- ◆ Receive additional background information from the Village;
- ◆ Identify points of contact and distribute contact information;
- ◆ Identify stakeholders with local knowledge to begin planning for data collection and onsite interviews;
- ◆ Review the Camoin 310 internal Project Management Plan; and
- ◆ Establish a bi-weekly project management conference call.

This meeting will establish the working relationship we will have with your team. Camoin 310 will hold regular project management calls throughout the engagement to maintain the project schedule; we have found these project management calls are vital to ensure you are up-to-date on the project's progress. To streamline the focus of the calls, we will ask that the Village designate a representative to be on the bi-weekly project management phone calls. We encourage the client to reach out to us with any questions or updates throughout the project between these calls.

During this visit, we would also like to take a tour of the Downtown area of the Village. In particular, we would like to see sites that are identified as crucial to catalyzing change, any new businesses, long-term vacant sites, and other points of interest. We would like to walk the three identified retail nodes, as well as drive between them to begin to assess potential connectivity between the nodes.

**RESULT** | *A strong foundation for the project will be established, with roles and responsibilities clearly defined. A project management plan outline that will serve as a guide throughout the process.*

### 2. REVIEW OF EXISTING MATERIALS

A critical component of any planning process is to gain a firm grounding of the current situation and work completed to date. The Camoin 310 Project Team will review any of Ardsley's relevant background documents, including those related to the village's new planning process and Comprehensive Plan.

Secondly, we will examine literature on how neighboring communities are approaching downtown revitalization. This research will highlight lessons on how to best approach economic development in downtown areas and how to mitigate vacancies by building from existing infrastructure. In addition, we will provide an overview of what is working in other downtowns and scale to what would work in Ardsley.

Finally, we will review the work we have completed in other communities (see the Project Profiles section) related to downtown revitalization. This will inform the rest of the market analysis; by garnering lessons from past projects, we can guide the Village to an active implementation phase.

**RESULT |** *This phase will help drill down the focus of the economic analysis, providing the Village with specific metrics that will assist its path toward downtown revitalization. A summary of findings will be included in the final report. If extensive, we will put this as an appendix as to not detract from the Village's main goal of a robust Market Analysis.*

### 3. DOWNTOWN ECONOMIC MARKET ANALYSIS

#### 3.1 DEMOGRAPHIC OVERVIEW

The Camoin 310 Project team will conduct a thorough analysis of the Village's current economic situation, with a focus on gathering and analyzing information that will help guide opportunities for developing its commercial corridors. We will analyze metrics like:

- ◆ Population distribution by age and income;
- ◆ Population growth;
- ◆ Median household income;
- ◆ Median age;
- ◆ Unemployment rates; and
- ◆ Educational Attainment.

#### 3.2 MARKET ANALYSIS: RETAIL, COMMERCIAL & DOWNTOWN HOUSING

**Retail & Commercial Analysis:** Camoin 310 will use data from Esri Business Analyst Online, such as the Retail MarketPlace report, which compiles the actual retail sales in each given industry category with the total potential retail spending by residents. The report derives the leakage/surplus factor, which measures the gap between supply and demand. From this, we can calculate the likely number of establishments by category that can take advantage of unmet demand. The retail reports, combined with realtor interviews during task 3.3, will be used to estimate the demanded square footage of retail and service space. We will look to regional commercial real estate reports and websites, interviews with local real estate agents, business owners and other relevant stakeholders to better understand the supply side of the market. Given the data we collect, we will examine vacancies and create solutions that align with the market demand.

**Downtown Housing Analysis:** Commercial corridors and downtowns are greater than just their retail components. Downtowns are dynamic environments that include a mix of uses that support foot traffic and support local businesses. Therefore, it is important to study housing within the context of driving activity to Ardsley's commercial centers. At the local and regional level, we will examine the demand for various categories of housing, analyze local housing characteristics, rental vs. home ownership rates, and vacancy rates. These elements will help us understand the supply side of the housing market. Demand for housing will also be derived from stakeholder interviews. We will also refer to our deep body of knowledge around trends in downtown housing in small towns and factor in the adaptive reuse of second and third stories of buildings in commercial corridors. Combined, these data will ultimately factor into our recommendations for an estimate of how many housing units the downtown of Ardsley can support, and of what type and pricing.

**Entertainment/Recreation:** Another market generating economic activity in downtowns across New York is entertainment and recreation. We will complete a multi-sector analysis that includes an overview of current market conditions and types of development occurring in the region. This will require a review of existing industry documents prepared for the region as well as research into what activities are in-demand across demographic cohorts. We will obtain existing data on market demand and average spending on indoor and outdoor recreation activities, as well as various entertainment categories. Additionally, we will gather anecdotal information about trends and future development potential through interviews in the following task. This analysis will help determine if there is a present or future demand for recreation- and entertainment-related services as well as identify opportunities for additional destination development.

### 3.3 STAKEHOLDER MEETINGS & DATA FINDINGS – SITE VISIT 2

In our experience, detailed issues and opportunities can best be identified by using the data analysis in conjunction with insights gained through interviews and conversations with industry and economic development stakeholders. This on-the-ground perspective reveals the strength of relationships among firms, service providers, developers, business owners and other stakeholders involved in a local and regional economy and identifies opportunities for private and public investment that cannot be seen solely through data analysis.

We will conduct interview sessions with individuals and/or small groups. Prior to this, we will develop an interview protocol, approved by the Village, to guide the discussions. We anticipate that interviewees will include the Mayor, department directors, major commercial and retail real estate brokerage agencies (or key property owners), community leaders, large employers, and downtown business owners. If important interviewees are not available during the site visit, we will reach out by phone. We will look to the Village to lead making connections with desired interviewees and the scheduling of interviews.

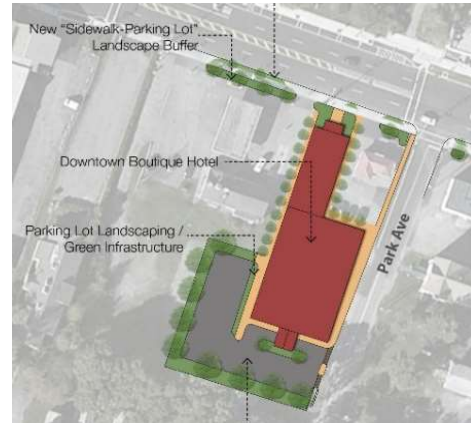
During this site visit, we will also hold a meeting with the Village Administrator and staff to present our data findings to date, discuss themes that emerged from the interviews, and gather additional perspective on interview findings, along with next steps in the project. Specifically, we will outline major findings in retail, entertainment, and real estate trends and discuss how these trends will drive economic development opportunities in the region.

**RESULT |** *Draft Downtown Market Analysis. Our focus will be on synthesizing key findings in a brief summary style format of the data most relevant to the village, and what this means for future economic development endeavors. Additional materials will be available in appendices for those interested in methodology and more technical information.*

## 4. PRIORITY SITES & PROJECTS

Identifying strategic development (or redevelopment) sites and projects is critical to translating the results of the market analysis into real on-the-ground investment in Ardsley. Based on our fieldwork assessment, stakeholder input, and discussions with the Village Administrator we will identify up to three (3) priority development sites where identified market opportunities can be realized. General site characteristics will be considered including development "readiness," visibility and access, zoning, infrastructure availability, and similar.

For each of these sites we will present a development vision including approximate building program (uses) and design. A simple illustrative conceptual site plan will be prepared showing the basic layout of buildings, parking, and landscaping. Example photos will also be used to help present the development vision for the site. The priority sites and projects will be associated with specific recommendations prepared in Task 5. and will be integrated into the marketing plan (Task 6) to help attract private investment for these projects.



*Conceptual Site Plan example of a potential downtown infill project to capitalize on identified market opportunity for a boutique hotel.*

**RESULT |** *Three (3) Priority Site/Project Profiles (approx. 2 pages each) with a site locator map, basic site characteristics, description of development potential, illustrative conceptual site plan, example images of development vision.*

## 5. DEVELOPMENT OF RECOMMENDATIONS

Based on previous tasks, Camoin 310 will draft an actionable list of recommendations for review and consideration by the Village and other key stakeholders. This will focus on steps that the Village can take to initiate progress of recommendations from the Comprehensive Plan or other Village goals. We anticipate that areas of focus in the recommendations will include the redevelopment of vacant or deteriorating buildings, leveraging existing assets, the organizational capacity of village staff, as well as the business community, encouraging small business development and entrepreneurial growth, increasing connectedness among retail hubs, and taking advantage multi-use recreational trails. Recommendations will be provided for each of the priority sites and projects identified in Task 4 on how to best position them to attract private investment.

**RESULT |** *Recommendations that determine how the Village can capitalize on market potential and will help local leaders in decision making and planning. We will deliver draft recommendations in electronic format. Comments should be received in writing from client representatives.*

## 6. MARKETING & COMMUNICATIONS

Launching the village's finalized Comprehensive Plan and promoting the results of this market study requires capturing the attention of residents, regional partners, political representatives, site selectors, workers, and others making locational and legislative decisions. We will work with you to develop a tailored approach to your communications and messaging strategy that identifies the **Audience** (who is being targeted), the **Message** (what is being said), and the **Channel** (where it is being said). Promoting the findings of the market analysis to a distinct audience will help to attract the appropriate investors and boost a business-friendly, forward facing Village brand.

To do this, we will work with the Village to determine the exact visual materials that will be most useful in the next steps of advancing the comprehensive plan. For example, we can provide a one to two page "sell sheet" that highlights the retail, business, and recreational potential of the village (an example is pictured to the right). This could also include qualitative and quantitative data gleaned in the previous tasks. Depending on the audience, these sell sheets draw attention

to desirable characteristics of the Village, ranging from available development sites to a skilled workforce to local attractions. The sheet or brochure can also be designed to help recruit investors or developers for the identified priority sites and projects. Camoin will work with the Village to determine the appropriate audience for the sell sheet, which will drive the data, tone, and form of the document.

In addition to the sell sheet, Camoin will evaluate the Village's capacity for economic development marketing and determine what steps the Village can take to strengthen its brand regionally. The evaluation will result in:

- ◆ Providing guidance on who, where, how to conduct economic development marketing that is in line with the Village's strengths and capacity;
- ◆ General "talking points" that should be used by economic development officials when interacting with the press and/or potential clients;
- ◆ A review of the Village of Ardsley website as it pertains to economic development content. We will provide sample language to match the findings of the market analysis and indicate where it would fit on the website to attract the greatest attention.
- ◆ Recommendations for the best channels to reach particular audiences. For example, reaching residents may work well through social media, while attracting businesses should be focused on print media in site-selection journals.
- ◆ Note: This scope does not include photographic, graphic design, brand development, communications plan, or logo. This will however, provide clarity on the Village's internal identity.



**RESULT** | *Armed with a clear brand statement, the Village of Ardsley will have a path forward for promoting the new comprehensive plan process and other economic development efforts. Visual marketing recommendations will be incorporated into the final plan. Camoin will prepare one sell sheet/briefing document.*

## 7. FINAL PLAN AND PRESENTATION (SITE VISIT #3)

Based on the feedback from the Village, Camoin Associates will revise the recommendations and finalize the report for the Village. The comprehensive report will include a summary of all the work completed, findings from the research, marketing materials and recommendations, along with all supporting materials attached as appendices. A digital copy of the final document will be delivered to the Village. Once the market analysis and marketing components are finalized, we will travel back to Ardsley to discuss next steps beyond the market analysis. If desired, we can use this opportunity to present to Village Trustees, answer any questions and ensure that the Village is prepared to cohesively move forward with the recommendations. We will work with you to determine the best format for this presentation, materials, location and duration.

**RESULT** | *Clear and actionable guidelines for the village's downtown redevelopment process, complete with strategies and tools to be used for marketing and communication throughout the comprehensive plan process and beyond. Final report with major findings and recommendations, displayed in an Executive Summary format with supporting materials.*

# ATTACHMENT B

## Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00), such fee to include all labor, expenses, travel time, and mileage. The Fee for Services provided under this Agreement will be allocated and charged monthly on a progress-to-completion basis.

For services not included in the scope of services attached as Attachment A, and requested by the Client in writing, the Client shall pay the Consultant on a time-and-expenses basis, charged as follows:

a. Hourly labor rates

President / Senior VP	\$275.00 per hour
Principal	\$215.00 per hour
Senior Professional	\$155.00 per hour
Professional	\$115.00 per hour
Rate in travel status	\$85.00 per hour (all personnel)

b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.

c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.

**RESOLUTION AUTHORIZING THE MANAGER TO ENTER INTO AN  
AGREEMENT WITH  
THE LAND USE LAW CENTER (THE CENTER) FOR COMPREHENSIVE PLAN  
OUTREACH AND GRAPHIC DESIGN SERVICES**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement with Land Use Law Center (The Center) located at Pace University School of Law, 78 North Broadway, White Plains, NY 10603, effective January 1, 2020, for their Comprehensive Plan outreach and graphic design services utilizing the High–Level Design.



**LAND USE LAW CENTER**  
**PACE UNIVERSITY SCHOOL OF LAW**  
WHITE PLAINS  NEW YORK

TIFFANY ZEZULA  
T: 914.422.4034  
F: 914.422.4011  
E: TZEZULA@LAW.PACE.EDU

LAND USE LAW CENTER  
PACE UNIVERSITY SCHOOL OF LAW  
78 NORTH BROADWAY  
WHITE PLAINS, NY 10603

[Proposal Overview](#)

The Land Use Law Center (the Center) proposes to assist the Village of Ardsley in the public outreach effort for their draft Comprehensive Plan. To supplement the required public hearing, the Center propose to engage citizens in workshops and meetings to provide a more open, inclusive, and interactive way of involving citizens in the process, thereby increasing confidence in and providing support for the plan, which will become the blueprint and guidance document for future planning decisions. Public participation is a key element of the planning process; as such involvement is critical to the planning effort's success, as well as long-term implementation of the plan. Community engagement in the process strengthens the plan by incorporating various stakeholders' and residents' local knowledge and preferences.

Specifically, the Center can provide the following\*:

**Project Management, Consultation, Marketing and Update/Modification of Draft Plan through Public Feedback (\$7,500.00)**

- Develop and implement a plan of action to target specific groups of stakeholders and interest groups for their input during public workshops;
- Consult on the marketing and advertising of the public sessions;
- Create and administer a survey for post meeting engagement; and
- Review and synthesize information collected at all sessions and incorporate the public's feedback into the draft plan.

**Proposed Visioning Session Budget**

- Design and facilitate an educational session on Comprehensive Planning, including presentation regarding the goals, objectives, and strategies of the Village's draft Plan. The public would provide input regarding the strategies. The Center recommends at least one large Village meeting, however, other communities have supplemented this with additional stakeholder meetings

tailored to Senior Citizens, Land Use Boards, Students, Businesses, and other community groups. The Village can select which stakeholder groups to target for additional input.

**\$2,000.00 per 2 hr. public workshop**  
**\$750 per a 1 hr. stakeholder meeting**

*\*The Village will provide the printing and reproducing of marketing materials, maps and posters and will provide assistance with all electronic advertising. The Village will also be responsible for all refreshment costs in relation to public meetings.*

Our proposal offers skilled facilitation of public engagement workshops and a streamlined yet effective approach to public outreach for the Village's Comprehensive Plan. Our team is unique in that we combine expertise in public engagement, planning, and land use. If you have any questions, please feel free to contact me at 914.422.4034 or [tzezula@law.pace.edu](mailto:tzezula@law.pace.edu).

With Best Regards,  
*Tiffany Zezula*  
Tiffany Zezula, Esq.



## GRAPHIC DESIGN SERVICES

Skeo Solutions, Inc. (Skeo) offers the Village of Ardsley the following range of graphic design options to choose from for a graphic redesign of the Village's draft comprehensive plan. All proposed design options assume two rounds of revisions and a comprehensive plan that is approximately 150-pages in length. Proposed design options do not include printing.

### *Basic Level Design: \$4,900*

Perform a basic redesign of the draft comprehensive plan in Microsoft Word.

### *Mid-Level Design: \$6,100*

Perform a basic redesign of the draft comprehensive plan in Microsoft Word or InDesign as appropriate with custom image acquisition and two custom infographics.

### *High-Level Design: \$9,800*

Perform a full-color redesign of the draft comprehensive plan in InDesign with a magazine quality layout, a custom cover, and four infographics. Includes image acquisition and original branding with custom fonts and colors or working with current branding elements to ensure cohesion with existing materials.

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY –POSTIVE YOUTH DEVELOPMENT PROGRAM**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with Westchester County – Positive Youth Development Program at Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601.

**INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),

and

**VILLAGE OF ARDSLEY** a municipal corporation of the State of New York, having an office and place of business at 507 Ashford Avenue, Ardsley, NY 10502 (hereinafter referred to as the "Municipality").

**WHEREAS**, the County desires that the Municipality provide a Positive Youth Development Program; and

**WHEREAS**, the Municipality is willing to provide such a Positive Youth Development Program, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

**FIRST:** The County shall reimburse the Municipality an amount not to exceed \$1,642.00 Dollars, payable quarterly, which the Municipality shall use to provide the **Ardsley Teen Center Program** as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof, payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Consultant under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

**SECOND:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

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

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

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

**THIRD:** The term of this Agreement will commence January 1, 2019 and terminate December 31, 2019 unless terminated earlier as provided herein.

**FOURTH:** (a) The County reserves the right to cancel this Agreement on Thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

**FIFTH:** The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

**SEVENTH:** All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County:           Executive Director – Youth Bureau  
                                  112 E. Post Road, 3<sup>rd</sup> floor  
                                  White Plains, New York 10601



with a copy to: County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

to the Municipality: Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 10502

or to such other addresses as may be specified by the parties hereto in writing.

**EIGHTH:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**NINTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

**TENTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or

its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

**ELEVENTH:** The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kenneth W. Jenkins  
Acting County Executive

**THE MUNICIPALITY**

By: \_\_\_\_\_  
(Name and Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2019- 192

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

**MUNICIPAL ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came  
Meredith S. Robson to me known, and known to me to be the  
Village Manager of the Village of Ardsley, the corporation described in  
and which executed the within instrument, who being by me duly sworn did depose and say that he/she,  
the said Meredith S. Robson resides at \_\_\_\_\_ and  
that he/she is the Village Manager  
of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the  
within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of  
said corporation, and that he/she signed his name thereto by like order.

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

**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, Ann Marie Rocco, certify that I am the  
*(Officer other than officer signing contract)*

Village Clerk of the Village of Ardsley  
*(Title)* *(Name of Municipality)*

(the "Municipality") a corporation duly organized in good standing under the \_\_\_\_\_

*(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)*

named in the foregoing agreement that Meredith S. Robson  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution

Village Manager of the Municipality,  
*(Title of such person),*

that said agreement was duly signed for on behalf of said Municipality by authority of its

Village of Ardsley Board of Trustees thereunto duly authorized,  
*(Town Board, Village Board, City Council)*

and that such authority is in full force and effect at the date hereof.

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

STATE OF NEW YORK            )  
  )  
COUNTY OF WESTCHESTER    )

ss.:

On this \_\_\_ day of \_\_\_\_\_, 2019, before me personally came \_\_\_\_\_  
Ann Marie Rocco whose signature appears above, to me known, and know to be the  
Village Clerk of the Village of Ardsley  
*(Title)*

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said Ann Marie Rocco resides at \_\_\_\_\_, and that he/she is the Village Clerk of said municipal corporation.  
*(Title)*

\_\_\_\_\_  
Notary Public           Westchester  
                                  County

**WESTCHESTER COUNTY YOUTH BUREAU  
AGENCY - PROGRAM PROFILE**

**PROGRAM TITLE:** Homework Helpers

<b>PROJECTED TOTAL PROGRAM ENROLLMENT</b> 35
<b>PROGRAM SUMMARY:</b> Ardsley High School students who are highly proficient in academic subjects including math, science, social studies, language arts and selected foreign languages will assist Ardsley Middle School students with homework in the aforementioned subjects. The High School students will also assist the Middle School students with studying for exams. Students will all meet at the Ardsley Community Center in a quiet and relaxed atmosphere conducive to academic success. Both High School and Middle School students will sign in and attendance records will be kept. High School students will provide an assessment for each student at the beginning of the school year, followed by an assessment of each student at the end of the year. Report card grades will be checked throughout the year. High School students may offer an assessment quiz at the beginning and end of the school year to evaluate Middle School student performance.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Muni	18 Center St Ardsley NY 10502	92 <sup>nd</sup>	35 <sup>th</sup>	Ardsley	Greenbush

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

<b>1. Physical &amp; Psychological Safety:</b> Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.
Trained staff will provide a psychologically safe environment for students, and monitor student to student and staff to student interactions. Positive reinforcement learning techniques will be used.

<b>2. Appropriate Structure:</b> Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.
Setting will be limited to the Community Center. Trained staff will ensure appropriate boundaries of behavior for students and staff. Guidance will be age appropriate for high school and middle school age participants. Program leader will be present at all sessions to ensure continuity and predictability of program.

**3. Supportive Relationship:** Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program leadership will be caring responsible adults who address both high school and middle school student concerns. Students will be encouraged to communicate problems both academic and personal, and receive support and guidance from program leadership. Pairing of high school mentors with middle school students will focus on establishing friendly working relationships.

**4. Opportunities to Belong:** Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The mentoring program will be all inclusive with regard to both high school and middle school students with absolutely no tolerance for discrimination of any form.

**5. Positive Social Norms:** Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Trained staff will provide a model for pro-social behavior to foster a respectful atmosphere amongst all participating students. Staff will intervene if necessary to correct inappropriate behavior.

**6. Support for Efficacy & Maturing:** Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

High school students will emphasize any incremental academic improvements achieved by the middle school students, regardless of what performance level they attain. Even the smallest amount of academic improvement will support enhanced confidence and empowerment.

**7. Opportunities for Skill Building:** Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

High school mentors will develop excellent communication and social skills by working with the middle school students. This will be great preparation for adult employment. Middle school students will in turn develop expanded intellectual skills by working with academically exceptional high school students.

**8. Integration of Family, School, & Community Efforts:** Concordance; coordination and synergy among family, school, and community.

Staff will be in touch with family members if needed. Any concerns or requests from family members will be addressed. High school students who volunteer as study mentors improve the quality of the community.

### ***Monitoring and Evaluation Methods***

**9. Monitoring Methods:** Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

Program leader will take attendance for high school and middle school students at every weekly activity. There will be sign in sheets for recording attendance.

**10. Evaluation Methods:** Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

Program leader will coordinate with high school student mentors on assessment of middle school students. Quarterly middle school report cards will be examined. High school students may administer short pre-program and post-program quizzes in given subjects .

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
INDIVIDUAL PROGRAM APPLICATION  
Program Summary-Program Components

<b>IMPLEMENTING AGENCY</b> Village of Ardsley
<b>PROGRAM TITLE:</b> Ardsley Teen Center

<b>LIFE AREA:</b> (Enter Code)	3ED	<b>GOAL:</b> (Enter Code)	31
<b>OBJECTIVE:</b> (Enter Code)	311	<b>SOS:</b> (Enter Code)	0311
		<b>Performance Measures:</b> (Enter Code)	
		<b>How much:</b>	0311A.1
		<b>How well:</b>	0311B.1
		<b>Better off:</b>	0311C.1

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

<b>GENDER OF PROGRAM PARTICIPANTS:</b> (Enter number participants per gender)				<b>MALE</b>	<u>19</u>	<b>FEMALE</b>	<u>16</u>
<b>ETHNICITY:</b> (Enter number of participants per ethnic group)	WHITE	<u>22</u>	BLACK OR AFRICAN AMERICAN	<u>1</u>	HISPANIC OR LATINO	<u>4</u>	
	AMERICAN INDIAN OR ALASKAN NATIVE	<u>0</u>			ASIAN	<u>2</u>	
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	<u>0</u>			TWO OR MORE RACES	<u>1</u>	

<b>AGES</b>	0-4 <u>0</u>	5-9 <u>0</u>	10-14 <u>15</u>	15-17 <u>17</u>	18-20 <u>3</u>	21+ <u>0</u>
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<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH:</b> (Enter number of participants per population described)	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
<b>IF "YES",</b>	Youth aging out of foster care <u>0</u>	Children of incarcerated parents <u>0</u>
	Youth in the juvenile justice system who re-enter the community <u>0</u>	Runaway and Homeless Youth <u>0</u>



WESTCHESTER COUNTY YOUTH BUREAU

PROGRAM BUDGET

SCHEDULE B

For the Period of Operation 1/1/2019 - 12/31/2019	Contract #:
Agency/Municipality Name: Village of Ardsley	Program Title: Ardsley Teen Center

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Recreation Supervisor	3690.15	BW		
<b>TOTAL SALARIES AND WAGES</b>			-	
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PERSONNEL SERVICES (1)</b>			<b>\$1642</b>	
			-	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
<b>TOTAL CONTRACTED SERVICES AND STIPENDS (2)</b>			<b>\$</b>	
			-	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
<b>TOTAL MAINTENANCE AND OPERATION (3)</b>		
<b>TOTAL PROGRAM AMOUNT</b>		<b>\$1642</b>
		-

**TOTAL WCYB FUNDS REQUESTED \$1642**

\*\*\*If fees are charged to program participants provide a description of the cost, its purpose and include the total anticipated income under other funding sources.

List Other Funding Sources	\$	Reimbursable Total
	-	
	-	Municipal Funding
	-	Other Sources

Approved: 

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN AMENDMENT  
TO THE ANAGO CLEANING SYSTEMS CONTRACT**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an amendment dated December 12, 2019 to the Anago Cleaning Systems contract which was originally approved on April 1, 2019.

## CLIENT ADDENDUM INVOICING FORM

PID: ARDSLEYVIL  
CUR FRAN: MARIASOUSA

Print Date: 12/12/2019

1. Effective date of Addendum (must be cleaning day): 01/01/2020

2. Select all fields changed in Addendum:

- Company: VILLAGE OF ARDSLEY  
Address: 507 ASHFORD AVENUE  
City: ARDSLEY, NY 10502-  
County/Province: WESTCHESTER  
Phone: 914-693-1550  
Email: tdelgrosso@ardsleyvillage.com
- Job Site: VILLAGE OF ARDSLEY  
Address: 505 ASHFORD AVENUE  
City: ARDSLEY, NY 10502-  
County/Province: WESTCHESTER
- Monthly Amount: \$1740.00 - \$265 PER MONTH INCREASE
- Days Cleaned: Thursday
- Time Window: Thursday after 2:30pm
- Frequency: 2Xmonthly
- Supply Restrooms: Client Supplied
- Supply Liners: Client Supplied
- Supplies included in price: \$
- Day Porter included in price: \$
3. Reduce C-Fee to Franchisee? :  Yes  No
4. Prorate C-Fee? :  Yes  No
5. Continue C-Fee? :  Yes  No

### Notes from Anago.Cloud

*CLIENT HAS REQUESTED CLEANING OF VILLAGE FIRE HOUSE 2X MONTH.*

/ /2019

Signature

Print Name

REV:2019/11/14-ADDENDUM



**RESOLUTION APPOINTING POLICE OFFICER  
JONATHAN GOLDSTEIN**

**RESOLVED**, that the Village Board of the Village of Ardsley hereby appoints Jonathan Goldstein to the position of Patrolman Fourth Grade contingent upon successfully meeting all Civil Service requirements at the annual salary of \$44,186.00, effective January 6, 2020; and

**BE IT FURTHER RESOLVED**, that in accordance with the civil service rules and regulations of the Westchester County Department of Human Resources such appointment is subject to a probationary period of not less than 12 weeks and no more than 78 weeks.