



AGENDA

Ardasley Village Board of Trustees

8:00 PM - Monday, May 18, 2020

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

Join Zoom Meeting

<https://us02web.zoom.us/j/7958421333?pwd=TzB3aWFsZUZTdTFpeE1abTE2SktrUT09>

Meeting ID: 795 842 1333

Password: 04072020

One tap mobile

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Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 795 842 1333

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8:15 p.m. - PUBLIC HEARING

To Consider Establishing Sewer Rents

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Presentation By Lorraine Kuhn 2019 Annual Stormwater Report

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

3.a Regular Meeting-May 4,2020

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	4. DEPARTMENT REPORTS
	4.1. LEGAL
	4.2. MANAGER
	4.2.a Village Manager Report-May 18, 2020
	4.3. TREASURER
20 - 21	4.3.a Warrant to Village Treasurer to Collect and Receive Taxes
22 - 26	4.3.b Abstract-May 18, 2020
	4.4. BUILDING
27 - 37	4.4.a Building Department Report-April 2020
	4.5. FIRE
38 - 41	4.5.a Fire Department Report-April 2020
	4.6. POLICE
42 - 44	4.6.a Police Department Report-April 2020
	4.7. MAYOR'S ANNOUNCEMENTS
	4.8. COMMITTEE & BOARD REPORTS
	5. VISITORS
	6. OLD BUSINESS:
	7. NEW BUSINESS:
45	7.a Consider a Resolution Establishing a Sewer Rent Rate for FY 2020-2021
46 - 74	7.b Consider a Resolution Authorizing the Village Manager to Sign an Agreement with Sustainable Westchester for a Waste & Recycling Communications Platform
75	7.c Consider a Resolution to Adopt the 2019 Annual MS4 Stormwater Report
76	7.d Consider a Resolution to Modify the 2019/2020 Budget By Enabling the Village Treasurer to Make Necessary Transfers Within the General Fund
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- 7.e Consider a Resolution authorizing the Village Manager to sign a Retainer Agreement for Eminent Domain Related to the the Heatherdell Road Sidewalk & Guiderail Project

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. NEXT BOARD MEETING:

June 1, 2020

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO CONSIDER
ESTABLISHING SEWER RENTS**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, May 18, 2020 via zoom at 8:15 p.m. to discuss establishing sewer rents.

**VILLAGE OF ARDSLEY
BOARD OF TRUSTEES
REGULAR MEETING
MONDAY, MAY 4, 2020**

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 Attorney	Robert Ponzini
	Village Clerk	Ann Marie Rocco

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

I. ANNOUNCEMENT OF EXIT SIGNS

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES: Regular Meeting – Monday, April 20, 2020

Trustee Yager: RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, April 20, 2020 as submitted.
Seconded by Trustee D’Emilio and passed unanimously.

IV. DEPARTMENT REPORTS:

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

MANAGER’S REPORT – 05/04/2020

Village Manager Robson read the following report:

- PUBLIC SERVICE RECOGNITION WEEK:** May 3-9 is Public Service Recognition Week. As I have done in previous years, I want to acknowledge and celebrate the work done by our municipal employees. For the most part, the work done by our Village staff is done “under the radar” and not recognized nearly enough. Garbage and recycling is collected, police respond to calls, inspections are done, bills are paid, official records are kept and leisure services are provided. This year, in particular, their commitment and dedication to providing service to the community should be profoundly evident.

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Despite the dangers posed by the current pandemic, most of these services are still being provided, albeit in a very different and perhaps reduced fashion. But services are still being provided, nonetheless ... by employees who may have contracted and recovered from the virus ... by employees who are concerned like everyone else that they may contract the virus ... by employees who are concerned that they may unknowingly bring the virus home to their families ... by employees who are committed to serving the Village despite the risk. There is no satisfactory way to truly express my gratitude! To all of the public employees engaged in providing service to the public at all times, particularly during this immensely difficult period, I say "THANK YOU"!!! You are the very best and I am proud to work with you.

2. **9A ROAD IMPROVEMENTS:** We have been notified by the N.Y.D.O.T. that the 9A road improvement project is now complete! Hopefully those who are actually driving these days are enjoying the brand new road conditions.
3. **CON ED GAS LINE PROJECTS:** We understand that there is a great deal of disruption caused by the Con Ed gas line upgrades being done throughout the Village. We have been trying for some time to get a reliable schedule from Con Ed that we can distribute to the community, but this is a great challenge. We are still working on getting this accomplished so we can provide the information on this project as soon as possible.
4. **STATE OF EMERGENCY DECLARATION:** The second State of Emergency is in place until May 17th. Depending on the Governor's Emergency Orders and the emergency conditions at that time, I may extend it again. Please stay safe!

TREASURER'S REPORT: Village Manager Robson, read the Treasurer's Report for May 4, 2020:

Village Manager Robson, stated the bills for the past two weeks totaled as follows: From the General Fund: \$45,788.59 from the Trust & Agency Fund: \$870.25 and from the Capital Fund: \$464.00.

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: \$45,788.59 from the Trust & Agency Fund: \$870.25 and from the Capital Fund: \$464.00.
Seconded Yager by Trustee and passed unanimously.

MAYOR'S ANNOUNCEMENTS:

Mayor Kaboolian announced the following:

- Echoed what Village Manager Robson stated about Public Service Recognition Week.

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- The Memorial Day Parade has been cancelled. However, we are trying to organize a wreath ceremony at Pascone Park with some members of the Board and Military.
- Reminded residents to not have their dogs run in our parks. Residents should leash their dogs at all times.
- Reminded residents to complete the 2020 Census. We are at 71.9%.
- Reminded residents that when you leave your home you need to wear a mask.
- We need to remain patient regarding the reopening phases of our businesses.

TRUSTEE DIJUSTO:

Trustee DiJusto announced the following:

- A resident reached out to the Board regarding the speeding motorcycles on the thruway. Trustee DiJusto spoke to the Chairman of the Ardsley Traffic Committee on different ways we can request sound barriers along the New York State Thruway.

TRUSTEE YAGER:

Trustee Yager announced the following:

- There has been some discussion around the Comprehensive Plan and we have had some good progress. Pace University, Camoin Associates and Planner are working together to put a draft plan in place. There will be some public outreach in the middle of the summer. A complete draft should be available around September.

TRUSTEE D'EMILIO:

Trustee D'Emilio announced the following:

- The Ardsley Public Library is now doing virtual adult and children programs. Please visit the Ardsley Public Library website for more information: <https://www.ardsleylibrary.org/>
- The Ardsley Historical Society is looking for member's email addresses. If you are a member and have an email address please email them at info@ardsleyhistoricalsociety.org.
- Thanked Ardsley Masks for sewing reusable masks and delivering them to families.

TRUSTEE EDELSTEIN:

Trustee Edelstein announced the following:

- Multicultural Committee is still working on the design for the lawn signs.
- Thanked DPW for planting wild flower seeds at the entrance of Pascone Park.

VISITORS:

V. OLD BUSINESS

VI. NEW BUSINESS

1. Consider a Resolution to Award Bid for Heatherdell Road Sidewalk Improvement & Guiderail Project

RESOLUTION TO AWARD BID FOR HEATHERDELL ROAD SIDEWALK IMPROVEMENT & GUIDERAIL PROJECT

WHEREAS, a public notice for the Heatherdell Road Sidewalk Improvement & Guiderail Project was duly advertised in an official newspaper on March 19, 2020; and

WHEREAS, on April 16, 2020 at 2:00 p.m. via Zoom the Project Engineer in the presence of the Village Manager and Village Clerk, opened eight bids as summarized below;

HEATHERDELL ROAD SIDEWALK IMPROVEMENT & GUIDERAIL PROJECT

CONTRACTOR	BASE BID
Woodland Manor, LLC.	\$356,367.33
Con –Tec Construction Technology	\$478,950.00
Gianfia	\$465,950.00
Landi, Inc.	\$493,580.00
MTS Infrastructure	\$493,472.50
Tony Casale, Inc.	\$358,000.00
Consorti Bros.	\$584,450.00
Paladino Concrete	\$501,525.00

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RESOLVED, that the Village Board of the Village of Ardsley hereby awards the bid for the Village to Woodland Manor, LLC., 188 Haviland Drive, Patterson, New York 12563 in the amount of \$356,367.33.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contract with Woodland Manor, LLC., 188 Haviland Drive, Patterson, New York to perform work pertaining to the Heatherdell Road Sidewalk Improvement & Guiderail Project.

Mayor Kaboolian explained that resolution #1 will be skipped because there are still some open questions and discussions that need to be dealt with.

2. Consider a Resolution to Authorize the Village Manager to Sign an Agreement with Weston & Sampson

RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH WESTON & SAMPSON

Trustee D’Emilio: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement with the Weston & Sampson, 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 for Engineering/Architectural Services related to the Highway Garage Building Project. **Seconded by Trustee Edelstein and passed unanimously.**

3. Consider a Resolution to Authorize the Village Manager to Sign an Agreement with Calgi Construction Company, Inc.

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH CALGI CONSTRUCTION COMPANY, INC.

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with the Calgi Construction Company, Inc. located at 56 Lafayette Avenue, Suite 350, White Plains, New York 10603, for Construction Management Services related to the Highway Garage Building project. **Seconded D’Emilio by Trustee and passed unanimously.**

4. Consider a Resolution to Schedule a Public Hearing for Sewer Rents

RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR SEWER RENTS

Trustee DiJusto: RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, May 18, 2020 via zoom at 8:15 p.m. to discuss establishing sewer rents. **Seconded by Trustee Yager and passed unanimously.**

5. Consider a Resolution Authorizing the Village Board of Trustees to Approve a Stipend for the Village Treasurer

RESOLUTION AUTHORIZING A STIPEND FOR THE VILLAGE TREASURER

Trustee D’Emilio: Whereas, the Village has been unable to fill the Deputy Village Treasurer position, particularly during the COVID-19 pandemic, and the Treasurer’s Office has been without a second full time position since an employee retirement on January 30, 2020; and

Whereas, there are critical functions in the Treasurer’s Office that must continue despite the staffing level;

Now, Therefore Be It Resolved, that the Village Board of Trustees hereby authorizes a stipend for the Village Treasurer of \$800 per week commencing retroactively as of January 30, 2020 to continue to fulfill the critical functions not now being handled by additional staff until such time as a Deputy Village Treasurer is hired. **Seconded by Trustee Edelstein and passed unanimously as amended.**

6. Consider a Bond Resolution Authorizing the Reconstruction of the Addyman Square Parking Lot-\$42,000

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$42,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF THE ADDYMAN SQUARE PARKING LOT, IN AND FOR SAID VILLAGE.

Trustee Yager: WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which such regulations provide, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE, BE IT BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the reconstruction of the Addyman Square parking lot, in and for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$42,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

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Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$42,000 and that the plan of financing of said maximum estimated cost is by the issuance of \$42,000 bonds of said Village authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 20(f) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
 - 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
- and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are,

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or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum. **Seconded by Trustee DiJusto and passed: 4-1-0.**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Trustee Andy DiJusto VOTING Aye

Trustee Evan Yager VOTING Aye

Trustee Joann D’Emilio VOTING Aye

Trustee Steve Edelstein VOTING Nay

Mayor Nancy Kaboolian VOTING Aye

The resolution was thereupon declared duly adopted.

* * * * *

7. Consider a Resolution Authorizing the Issuance of \$25,000 Bonds of the Village of Ardsley, Westchester County, New York, to Pay for the Cost of the purchase of Police Livescan Equipment

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$25,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF POLICE LIVESCAN EQUIPMENT, FOR SAID VILLAGE.

Trustee Edelstein: WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which such regulations provide, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE, BE IT BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

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Section 1. For the specific object or purpose of paying the cost of the purchase of police livescan equipment, for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$25,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of said specific object or purpose is \$25,000 and that the plan of financing of said maximum estimated cost is by the issuance of \$25,000 bonds of said Village authorized to be issued therefor pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 25 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum. **Seconded by Trustee DiJusto: and passed unanimously**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Trustee Andy DiJusto VOTING Aye

Trustee Joann D'Emilio VOTING Aye

Trustee Steve Edelstein VOTING Aye

Trustee Evan Yager VOTING Aye

Mayor Nancy Kaboolian VOTING Aye

The resolution was thereupon declared duly adopted.

* * * * *

8. Consider a Resolution Authorizing the Issuance of \$897,689 Bonds of the Village of Ardsley, Westchester County, New York, to Pay the Cost of Reconstruction of Roads

**A RESOLUTION AUTHORIZING THE ISSUANCE OF \$897,689 BONDS
OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW
YORK, TO PAY THE COST OF THE RECONSTRUCTION OF ROADS,
IN AND FOR SAID VILLAGE.**

Trustee Yager: WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as such, will not result in any significant adverse environmental effects; and

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WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the reconstruction of roads, in and for the Village of Ardsley, Westchester County, New York, including drainage, sidewalks, curbs, gutters, landscaping, grading or improving rights-of-way, as well as other incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$897,689 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$897,689, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$897,689 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

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Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum. **Seconded by Trustee DiJusto: and passed unanimously**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Trustee Joann D’Emilio VOTING Aye
Trustee Steve Edelstein VOTING Aye
Trustee Andy DiJusto VOTING Aye
Trustee Evan Yager VOTING Aye
Mayor Nancy Kaboolian VOTING Aye

The resolution was thereupon declared duly adopted.

* * * * *

9. Consider a Resolution Authorizing the Issuance of \$124,000 Bonds of the Village of Ardsley, Westchester County, New York, to Pay the Cost of Storm Sewer Improvements at Summit Avenue

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$124,000 BONDS OF THE VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NEW YORK, TO PAY THE COST OF STORM SEWER IMPROVEMENTS AT SUMMIT AVENUE, IN AND FOR SAID VILLAGE.

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Trustee D’Emilio: WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which such regulations provide, will not result in any significant adverse environmental effects; and

WHEREAS, it is now desired to authorize such capital project and its financing; NOW, THEREFORE, BE IT

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Ardsley, Westchester County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of improvements to the storm sewer system at Summit Avenue, in and for the Village of Ardsley, Westchester County, New York, including incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$124,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$124,000 and that the plan of financing of said maximum estimated cost is by the issuance of \$124,000 bonds of said Village authorized to be issued therefor pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Village, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level

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or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in full or summary form in the official newspaper of said Village for such purpose, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. Pursuant to the provisions of Section 36.00 of the Local Finance Law, this resolution is adopted subject to permissive referendum. . **Seconded by Trustee Edelman: and passed unanimously**

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Trustee Steve Edelman VOTING Aye
Trustee Andy DiJusto VOTING Aye
Trustee Evan Yager VOTING Aye
Trustee Joann D'Emilio VOTING Aye
Mayor Nancy Kaboolian VOTING Aye

The resolution was thereupon declared duly adopted.

* * * * *

Village of Ardsley
Board of Trustees- April 20, 2020

10. Consider a Resolution Authorizing the Village Manager to Sign an Inter-Municipal Agreement with Westchester County-Radio Replacement Project

RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY –RADIO REPLACEMENT PROJECT

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with Westchester County – Radio Replacement Project at Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601. **Seconded by Trustee D’Emilio: and passed unanimously**

VII. CALL FOR EXECUTIVE SESSION

VIII. ADJOURNMENT OF MEETING

Trustee DiJusto: RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, May 4, 2020, at 8:57 p.m. **Seconded by Trustee Yager and passed unanimously.**

IX. NEXT VILLAGE BOARD MEETING: Monday, May 18, 2020 at 8:00 p.m.

Respectfully submitted,

Ann Marie Rocco
Village Clerk

Village of Ardsley
Board of Trustees- April 20, 2020

WARRANT TO VILLAGE
TREASURER TO COLLECT AND
RECEIVE TAXES

TO: TREASURER OF THE VILLAGE OF ARDSLEY IN THE COUNTY
OF WESTCHESTER, STATE OF NEW YORK

YOU ARE HEREBY AUTHORIZED AND DIRECTED to receive and collect from each of the several persons, group of persons and corporations named in the annexed Tax Roll and the owners of real property described therein, the several sums of money set forth in the column headed "Total Tax" of said Tax Roll opposite the name of each person, groups and persons, corporations or owners of real property therein described, in the total sum and for the purposes appearing in the summary statement of the purposes for which the same have been levied as follows:

General Government	\$2,593,914
Public Safety	\$3,862,617
Health	\$127,122
Transportation	\$1,229,720
Economic Development	\$14,600
Culture & Recreation	\$363,751
Home & Community	\$572,462
Employee Benefits	\$3,466,298
Other Funds	\$295,421
Debt Service	\$1,468,252
Total Expenditures	\$13,994,157
Appropriated Debt Reserve	\$300,000
Other Sources of Income	\$2,516,172
Balance to Be Raised by Taxation	\$11,177,985

YOU ARE HEREBY FURTHER AUTHORIZED AND DIRECTED TO COLLECT and receive so much of the above described monies, as by each of said persons, groups of persons, corporations and owners of the real property described in said Tax Roll, as may be voluntarily paid to you, provided, however, that such sum of money required to be paid as aforesaid may be paid to and received by you in two equal installments: the first of which installment may be paid to and received by you during the period of June 1, 2020 to June 30, 2020, both dates inclusive, without penalty or additional charges; and the second equal installment of which may be paid to and received by you without penalty or additional charge at any time prior to or during the period of December 1, 2020 to December 31, 2020, both dates inclusive, provided further that as to each such installment or any fractional part thereof as shall be unpaid at the expiration of the period during which it may be paid without penalty or additional charge as above provided you shall charge and receive on the payment and collection thereof the additional sum of 5 percent (5.00%) of such installment paid or received during the calendar month next succeeding the close of the period, said sum might, as above provided be paid without

penalty or additional charge and an additional charge thereafter at the rate of interest determined by the Commissioner of Taxation & Finance., State of N.Y., pursuant to Section 924-a of the Real Property Tax Law of such sum for each month or fraction thereof thereafter and you are directed to make a return of this warrant and the annexed Tax Roll on or before the fourth day of February 2021, unless sooner directed by the Board of Trustees of this Village, and if any tax or real property or any interest thereof placed upon the said Tax Roll shall be unpaid at the time that you are required to return this Warrant and Tax Roll, you are directed to deliver to the Board of Trustees, and account of the taxes remaining due, containing a description of the lands, and owners of lands, upon which such taxes are unpaid as the same were placed on the said Tax Roll, together with the amount of the tax so assessed and the penalty and charges thereon.

IN WITNESS WHEREOF, The Mayor of said Village of Ardsley by order of the Board of Trustees has hereunto set his hand and caused to be affixed the corporate seal of said Village this 18th day of May 2020.

ANNMARIE ROCCO- Village
Clerk Village of Ardsley

NANCY KABOOLIAN - Mayor
Village of Ardsley

ABSTRACT FOR VILLAGE BOARD MEETING OF
MAY 18th, 2020

<u>GENERAL FUND</u>	<u>\$193,279.70</u>
<u>TRUST & AGENCY FUND</u>	<u>\$0.00</u>
<u>CAPITAL FUND</u>	<u>\$27,095.00</u>

ABSTRACT FOR VILLAGE BOARD MEETING OF MAY 18, 2020

Date	Vendor Name	Description	Amount
5/5/2020	A1 COMPUTER SERVICES INC.	Monthly IT Service	572.00
5/5/2020	A1 COMPUTER SERVICES INC.	Monthly IT Service	1,300.50
5/5/2020	A1 COMPUTER SERVICES INC.	Monthly IT Service	175.00
5/13/2020	AAA EMERGENCY SUPPLY CO	bolt cutters	95.00
5/7/2020	AAA EMERGENCY SUPPLY CO	compressor service	620.15
5/7/2020	AAA EMERGENCY SUPPLY CO	cleaning supplies	119.28
5/7/2020	AAA EMERGENCY SUPPLY CO	Sensit cal.	214.00
5/7/2020	AAA EMERGENCY SUPPLY CO	battery	95.00
5/15/2020	ARDSLEY ENGINE COMPANY	Fire Protection fee	118,223.00
5/11/2020	BOND SCHOENECK & KING	March services	1,010.00
5/11/2020	CABLEVISION LIGHTPATH INC.	Usage for 4/1-4/30 acct 54191	2,277.16
3/11/2020	Camoin Associates	market analysis report	6,480.00
5/15/2020	CARDMEMBER SERVICE	Various Charges	16.00
4/27/2020	CARDMEMBER SERVICE	Minutes Transcription Services	19.98
4/3/2020	CARDMEMBER SERVICE	Floor liners for Tahoe	138.67
4/2/2020	CARDMEMBER SERVICE	File cabinets and power supply	1,200.46
4/2/2020	CARDMEMBER SERVICE	File cabinets and power supply	29.99
4/22/2020	CARDMEMBER SERVICE	rescue rope & floatation vest	559.72
4/22/2020	CARDMEMBER SERVICE	rescue rope & floatation vest	258.65
5/15/2020	CARDMEMBER SERVICE	Various Charges	129.99
5/15/2020	CARDMEMBER SERVICE	Various Charges	20.61
5/12/2020	CENTRAL AVE CHRYSLER JEEP	Tap Screws & U Nuts	76.80
5/7/2020	Charles Hessler	Mailing of DPW Garage Contract	16.55
5/5/2020	Con Edison	Usage for 11/4/19-4/14/20	246.68
5/14/2020	CON EDISON	Usage for 4/9/20-5/8/20	388.51

5/14/2020	CON EDISON	Usage for 4/9/20-5/8/20	532.50
5/11/2020	CON EDISON	usage for 3/31-4/30	216.11
5/14/2020	CON EDISON	Usage for 4/9/20-5/8/20	318.58
5/12/2020	CORSI TIRE	Truck 8 Front Tires	1,853.90
5/13/2020	CORSI TIRE	Bandag	1,449.75
4/16/2020	DELL MARKETING L.P.	Laptop Computer for Bldg Insp	1,261.78
4/22/2020	DELL MARKETING L.P.	Dual Monitors for PD Chief	546.19
5/13/2020	Edmunds GovTech	Final installment per contract	4,860.00
5/15/2020	ESS INC.	Program Radios	115.50
5/11/2020	GABRIELLI TRUCK SALES LTD	various parts	375.70
1/13/2020	GEORGE MALONE	Cable access 5-4-20 meeting	791.45
5/7/2020	IRON MOUNTAIN RECORDS MGM	Storage for the Month of May	132.25
5/7/2020	LITE CONCEPTS	Photo Cells	80.00
5/14/2020	NATHANS PRINTING EXPRESS	Heros Banner	500.00
5/11/2020	NATIONAL GEAR & PISTON	DEF Fluid and Oil	444.15
5/11/2020	NATIONAL GEAR & PISTON	DEF Fluid and Oil	199.00
5/13/2020	NEW YORK POWER AUTHORITY	NY Power April 2020 Usage	931.94
5/13/2020	NEW YORK POWER AUTHORITY	NY Power April 2020 Usage	384.15
5/13/2020	NEW YORK POWER AUTHORITY	NY Power April 2020 Usage	1,223.32
5/13/2020	NEW YORK POWER AUTHORITY	NY Power April 2020 Usage	2,584.62
5/13/2020	NEW YORK POWER AUTHORITY	NY Power April 2020 Usage	101.10
5/13/2020	NEW YORK POWER AUTHORITY	NY Power April 2020 Usage	1,891.27
5/5/2020	OPTIMUM	Usage for 4/8-5/7	29.95
5/14/2020	OPTIMUM	Usage for 5/8/20-6/7/20	29.95
5/12/2020	PARTS AUTHORITY	PRBX50,Brake Clean	51.90
1/27/2020	PARTS AUTHORITY	Light Bulbs	3.50
1/27/2020	PARTS AUTHORITY	Light Bulbs	6.60
5/11/2020	PAUL BUNYAN TREE SERVICE	tree removal - 13 overlook	1,325.00
5/11/2020	PAUL BUNYAN TREE SERVICE	tree removal McDowell Park	1,800.00

5/13/2020	PAYLOCITY	payroll fees April 2020	791.25
5/13/2020	PITNEY BOWES RESERVE ACCOUNT	postage meter	1,000.00
5/7/2020	PROSPERO NURSERY	SW project plants	154.00
1/27/2020	READERS HARDWARE INC	Kerosene	15.99
1/27/2020	READERS HARDWARE INC	Assorted Items	7.59
1/27/2020	READERS HARDWARE INC	Assorted Items	7.19
1/27/2020	READERS HARDWARE INC	Assorted Items	0.75
1/27/2020	READERS HARDWARE INC	Assorted Items	1.05
1/27/2020	READERS HARDWARE INC	Assorted Items	1.20
5/7/2020	RED HAWK FIRE & SECURITY	alarm service	390.00
5/13/2020	RED HAWK FIRE & SECURITY	annual inspection	1,234.03
5/13/2020	SANITATION EQUIPMENT CORP	Cross & Yoke with Flange	112.82
5/11/2020	SCARSDALE FORD INC.	Kit Element	59.00
5/12/2020	SNAP-ON TOOLS	Software update	599.99
3/6/2020	SPECIALTY WARNING SYSTEMS	Gun interlock bypass	500.00
3/19/2020	SPECIALTY WARNING SYSTEMS	install radar unit in car 96	597.00
5/13/2020	STATE COMPTROLLER	Court fees Feb 2020	17,230.00
1/13/2020	STUDENT ASSISTANCE SERVICE COR	Support for Jan-March 2020	1,656.25
5/12/2020	SUEZ WATER WESTCHESTER DIST. #	Usage for 4/20-5/5	174.27
5/12/2020	SUEZ WATER WESTCHESTER DIST. 1	usage for 4/6-5/5	101.70
5/12/2020	SUEZ WATER WESTCHESTER DIST. 1	Usage for 4/7-5/5	210.87
5/12/2020	SUEZ WATER WESTCHESTER DIST. 1	Usage for 4/7-5/5	101.70
5/13/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 4/7-5/5	158.77
5/12/2020	SUEZ WATER WESTCHESTER DISTRIC	usage for 4/6-5/5	210.14
5/13/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 4/6-5/5	101.70
5/14/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 4/7/20-5/5/20	30.68
5/7/2020	TELESCO LAWNMOWERS INC.	Chain Saw Blades	124.56
5/11/2020	TOLLS BY MAIL PAYMENT CENTER	Tolls for 3/30-4/22	74.25
5/13/2020	TOLLS BY MAIL PAYMENT CENTER	Toll 17394396812	5.25

5/5/2020	TOWN OF GREENBURGH	Hydrent McDowell Pk	20.01
5/12/2020	UPS STORE	Various Shipping Fees	79.62
5/11/2020	VERIZON	Managers Office Service	3.32
5/13/2020	VERIZON	Usage for May 2020	125.54
5/14/2020	VERIZON	Usage for 5/4/20-6/3/20	47.11
5/14/2020	VERIZON	Usage for 5/10/20-6/9/20	481.93
3/11/2020	VICTOR BONADONNA	daily meals for training	288.57
5/14/2020	VILLAGE OF IRVINGTON	PPE reimbursement	1,665.56
2/18/2020	W.B. MASON CO. INC.	C-folds, Paper	121.57
5/13/2020	WALLAUER	various supplies	949.38
5/7/2020	WEST PAYMENT CENTER .	West Info Charges for Apr 2020	255.00
5/11/2020	WESTCHESTER COUNTY DEF	March 2020 Tipping Fee	4,787.87
5/5/2020	XEROX CORPORATION	Usage for 3/21-4/21	164.88
5/5/2020	XEROX CORPORATION	Usage for 4/4/-4/20	130.16
5/5/2020	XEROX CORPORATION	Usage for 3/21/20-4/21/20	183.32
		GENERAL FUND TOTAL	\$193,279.70

		TRUST & AGENCY FUND TOTAL	\$0.00
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1/13/2020	CALGI CONSTRUCTION CO INC	Highway Phase 1 Engineering Co	\$27,095.00
		CAPITAL FUND TOTAL	\$27,095.00

BUILDING INSPECTOR'S REPORT
For the Month and Fiscal Year To Date - April 2020

	Current Fiscal Year April		Prior Fiscal Year April		Fiscal Year to Date		Fiscal Year Budget	Prior Fiscal Year to Date	
	#	\$ Amount	#	\$ Amount	#	\$ Amount	\$ Amount	#	\$ Amount
BUILDING PERMITS	7	2,335.00	10	33,570.00	109	71,385.00	125,000.00	121	137,682.00
APPLICATION FEES	7	300.00	18	1,350.00	113	7,275.00	-	136	8,475.00
C/O'S	8	190.00	11	215.00	154	3,160.00	-	118	2,750.00
PLUMBING PERMITS	4	685.00	10	1,894.00	81	13,473.00	13,000.00	87	21,212.00
ELECTRICAL PERMITS	3	330.00	4	495.00	59	7,455.00	7,000.00	67	9,105.00
TITLE SEARCH & COMPLIANCE LETTER	7	363.00	8	333.00	92	4,827.25	-	70	3,759.75
MISC FEES	0	0.00	0	0.00	8	3,861.40	-	7	1,442.50
TOTALS	36	\$ 4,203.00	61	\$ 37,857.00	616	\$ 111,436.65	\$ 145,000.00	606	\$ 184,426.25
BUILDING INSPECTIONS PERFORMED	26		69		776			710	
ZONING INSPECTIONS PERFORMED	4		25		156			174	
FIRE INSPECTIONS PERFORMED	1		2		14			15	
VIOLATION NOTICES ISSUED	1		9		51			83	
WARNING NOTICES ISSUED	3		0		43			26	
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 permit renewal fees and additional fees for projects where the cost of construction exceeded the amount originally stated on the building permit.



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

4/30/2020

MONTHLY BUILDING PERMIT REPORT

From: 04/01/2020 To: 04/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2020-7011	4/16/2020	RESIDENTIAL ALTERATI Interior renovation and alteration of the existing one family dwelling, two bedrooms.	6.30-14-42	17 DELLWOOD LN	MEHMETAJ, ARJANIT & SAIDA	\$1520.00
NOTE: The work cannot begin until the current restrictions on non-essential construction are repealed.						
2020-7012	4/16/2020	ROOF/SIDING Install new roofing materials as per the approved specifications	6.100-93-2	529 ALMENA AVE	ZACCCHIO, JOSEPH J & ANNE M	\$125.00
NOTE: The work cannot begin until the current restrictions on non-essential construction are repealed.						
2020-7013	4/16/2020	RESIDENTIAL ALTERATI Kitchen renovation	6.80-69-9	18 LINCOLN AVE	CHESTNUT, ROBERT & CHRISTI	\$200.00
NOTE: The work cannot begin until the current restrictions on non-essential construction are repealed.						
2020-7014	4/16/2020	ROOF/SIDING Install new roofing materials as per the approved specifications.	6.80-79-11	9 SPRINGWOOD AVE	LEON, JAY & ERICA G	\$125.00
NOTE: The work cannot begin until the current restrictions on non-essential construction are repealed.						
2020-7015	4/16/2020	TANK Remove a leaking 275 gallon above ground oil storage tank and install a new 275 gallon above ground oil storage tank in the same location.	6.80-72-22	81 LINCOLN AVE	CANNIZZO, JOSEPH J & AMY L	\$100.00
NOTE: The work cannot begin until the current restrictions on non-essential construction are repealed.						
2020-7016	4/30/2020	ROOF/SIDING Install new roofing materials as per the approved specifications.	6.30-10-7	14 LOOKOUT PL	FOLEY, THOMAS P & JACQUELI	\$125.00
NOTE: The work cannot begin until the current restrictions on non-essential construction are repealed.						
2020-7017	4/30/2020	FENCE Install a new fence in the side and rear yards as per the approved plans	6.90-87-9	18A ABINGTON RD	SHAH, DINBANDHU & KUMUDI	\$140.00



Village of Ardsley
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4/30/2020

MONTHLY BUILDING PERMIT REPORT TOTALS

From: 04/01/2020 To: 04/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
FENCE	1	\$140.00
RESIDENTIAL ALTERATION/RENOVATION	2	\$1720.00
ROOF/SIDING	3	\$375.00
TANK	1	\$100.00
Total Permits:	7	\$2,335.00



Village of Ardsley
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4/30/2020

MONTHLY PERMIT APPLICATION REPORT

From: 4/1/2020 To: 4/30/2020

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2020-025	4/16/2020	ROOF/SIDING	6.100-93-2	ZACCIO, JOSEPH J & ANNE M	529 ALMENA AVE	8530.00	
2020-026	4/16/2020	RESIDENTIAL ALTERATIO	6.80-69-9	CHESTNUT, ROBERT & CHRISTI	18 LINCOLN AVE	10000.00	75.00
2020-027	4/16/2020	ROOF/SIDING	6.80-79-11	LEON, JAY & ERICA G	9 SPRINGWOOD AVE	11340.00	
2020-028	4/16/2020	TANK	6.80-72-22	CANNIZZO, JOSEPH J & AMY L	81 LINCOLN AVE	4600.00	75.00
2020-029	4/16/2020	SOLAR ELECTRIC SYSTEM	6.80-72-3	MUKHERJEE, JANA & AMIYO	608 ASHFORD AVE	19000.00	75.00
2020-030	4/16/2020	RESIDENTIAL ADDITION	6.30-14-3	PURAN, STEVE D. & KAVITA	29 OVERLOOK RD	250000.00	75.00
2020-031	4/30/2020	ROOF/SIDING	6.30-10-7	FOLEY, THOMAS P & JACQUELI	14 LOOKOUT PL	9100.00	

Village of Ardsley
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MONTHLY PERMIT APPLICATION REPORT TOTALS

From: 4/1/2020 To: 4/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
RESIDENTIAL ADDITION	1	\$75.00	\$250,000.00
RESIDENTIAL ALTERATION/RENOVATION	1	\$75.00	\$10,000.00
ROOF/SIDING	3	\$0.00	\$28,970.00
SOLAR ELECTRIC SYSTEM	1	\$75.00	\$19,000.00
TANK	1	\$75.00	\$4,600.00
Total:	7	\$300.00	\$312,570.00



Village of Ardsley
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4/30/2020

CERTIFICATE REPORT

From: 4/1/2020 To: 4/30/2020

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2020-5207	4/16/2020	CC	6.70-53-6	BASINI, THOMAS E	2 SHADY RD	\$0.00
2020-5208	4/16/2020	CC	6.70-53-7	CORTESE, ANDREW	4 SHADY RD	\$45.00
2020-5209	4/16/2020	CO	6.70-53-7	4 SHADY ROAD LLC	4 SHADY RD	\$100.00
2020-5210	4/16/2020	CL	6.70-53-7	4 SHADY ROAD LLC	4 SHADY RD	\$0.00
2020-5211	4/16/2020	CL	6.70-53-7	4 SHADY ROAD LLC	4 SHADY RD	\$0.00
2020-5212	4/23/2020	CO	6.60-38-66	MALIK, GREGORY & ST	7 WINDSONG RD	\$45.00
2020-5213	4/30/2020	CL	6.30-10-7	FOLEY, THOMAS P & JA	14 LOOKOUT PL	\$0.00
2020-5214	4/30/2020	CL	6.80-79-11	LEON, JAY & ERICA G	9 SPRINGWOOD AVE	\$0.00

4/30/2020

Village of Ardsley
507 Ashford Avenue
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CERTIFICATE REPORT- TOTALS

From: 4/1/2020 To: 4/30/2020

Certificate Type	Count	Fees
CC	2	\$45.00
CL	4	\$0.00
CO	2	\$145.00
Total: 8		\$190.00

4/30/2020

Village of Ardsley
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MONTHLY PLUMBING PERMIT REPORT

From: 4/1/2020 To: 4/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2020-1701	4/16/2020	PLUMBING PERMIT	6.30-14-42	17 DELLWOOD LN	MEHMETAJ, ARJANIT & SAID	\$205.00
P-2020-1702	4/16/2020	GAS	6.80-71-1	2 ABINGTON AVE	PRIMERANO, STEVEN P & GAI	\$75.00
P-2020-1703	4/16/2020	HVAC	6.50-18-19	708 SAW MILL RIVER RD	708 YELLOW JERSEY LLC	\$330.00
P-2020-1704	4/16/2020	GAS	6.80-69-14	17 EUCLID AVE	DILLON, MICHAEL J & MAYBR	\$75.00

4/30/2020

Village of Ardsley
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MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 4/1/2020 To: 4/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
GAS	2	\$150.00
HVAC	1	\$330.00
PLUMBING PERMIT	1	\$205.00
Total Permits:	4	Total Fees: \$685.00

4/30/2020

Village of Ardsley
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MONTHLY ELECTRICAL PERMIT REPORT

From: 4/1/2020 To: 4/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2020-1407	4/16/2020	ELECTRICAL PERMIT	6.90-89-12	8 GRENDEL PL	\$75.00
E-2020-1408	4/23/2020	ELECTRICAL PERMIT	6.30-14-42	17 DELLWOOD LN	\$180.00
E-2020-1409	4/23/2020	ELECTRICAL PERMIT	6.80-69-9	18 LINCOLN AVE	\$75.00

4/30/2020

Village of Ardsley
507 Ashford Avenue
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MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 4/1/2020 To: 4/30/2020

Permit Type	Count	Fees
ELECTRICAL PERMIT	3	\$330.00
Total Permits:	3	\$330.00

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 April 2020

The following is a summary of activities for April 2020:

4/1, 8, 15, 22, 29/20-Chief's Lindsay and Murray participated in Village Managers Emergency Management meeting Via Zoom.

4/8/20-Chief's Lindsay Murray Mancini participated in Battalion meeting Via Zoom.

4/22/20-Chiefs Lindsay and Murray participated in Battalion 14 meeting Via Zoom.

26 Calls for the month

Training Report Attached

Respectfully Submitted,

Patrick Lindsay
Chief of Department

Ardsley Fire Department

Monthly Alarm R

DATE	TIME	ALARM #	LOCATION	TYPE
4/1/20	12:24	20-0067	27 Center St.	False Unintentional (Cooking)
4/5/20	9:35	20-0068	42 Heatherdell Rd	Hazardous Condition (Gas Leak)
4/5/20	14:23	20-0069	38 Heatherdell Rd	Hazardous Condition (Gas Leak)
4/6/20	18:18	20-0070	160 Lincoln Ave Hastings	Mutal Aid (Ladder)
4/6/20	19:53	20-0071	700 Ashford Ave	False Unintentional (Power surge)
4/8/20	5:27	20-0072	700 Ashford Ave	False Unintentional (Power Surge)
4/9/20	14:35	20-0073	23 Prospect Ave	False Unintentional (Candle)
4/9/20	20:41	20-0074	29 Concord Rd	False Unintentional (Cooking)
4/10/20	3:35	20-0075	21 Larchmont St	False Malfunction
4/10/20	20:21	20-0076	3 Windsong Rd	False Unintentional (Cooking)
4/10/20	21:24	20-0077	3 Windsong Rd	False Unintentional (Cooking)
4/11/20	20:59	20-0078	10 Rockridge Rd	Service Call (Water condition)
4/11/20	21:32	20-0079	300 Farm Rd	Brush Fire
4/13/20	9:49	20-0080	18 Park Ave	False Malfunction
4/13/20	13:11	20-0081	135 Huntley Dr	Hazardous Condition (Tree on House)
4/13/20	14:06	20-0082	4 Windsong Rd	Hazardous Condition (Tree on wires)
4/13/20	14:31	20-0083	21 Center St.	False Unintentional (water)
4/15/20	15:58	20-0084	12 Orlando Ave	False Unintentional (Steam)
4/15/20	17:13	20-0085	67 Donald Dr Hastings	Mutal Aid (Ladder)
4/16/20	20:03	20-0086	79 Boulder Ridge Rd	Service Call (Odor of Burning)
4/17/20	12:24	20-0087	3 Windsong Rd	Hazardous Condition (CO)
4/19/20	8:57	20-0088	3 Windsong Rd	False Unintentional (Cooking)
4/20/20	10:33	20-0089	38 Heatherdell Rd	Hazardous Condition (Gas Leak)
4/21/20	14:49	20-0090	38 Riverview Ave	False Unintentional
4/24/20	18:28	20-0091	10 Old Jackson Ave Maint. Shed	Service Call (Water)
4/29/20	0:01	20-0092	8 Overlook Rd	Service Call (Odor of burning)

Total Calls 26

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- April 2020

April 04th

No drill due to Pandemic

Training Hrs. 00.0, 00 Member's Present

April 11th

No drill due to Pandemic.

Training Hrs. 00.0, 00 Member's Present

April 18th - Monthly

No drill due to Pandemic

Training Hrs. 00.0, 00 Member's Present

April 25th

No drill due to Pandemic

Training Hrs. 00.00, 00 Member's Present

New York State Classes:

Online Training / McNeil & Company E-Learning:

Asst. Chief Mancini: IAFC's online Classes
Response to Propane Emergencies – 2hrs.
Response to Ethanol Emergencies – 2hrs.
Response to Hydrogen Emergencies – 2hrs.
Deputy Chief Coulehan: IAFC's online Classes
Response to Propane Emergencies – 2hrs.
Response to Ethanol Emergencies – 2hrs.
Response to Hydrogen Emergencies – 2hrs.

Training 00.0 Hours

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

Inspection: 00.0 Hours
Maintenance: 00.0 Hours
New York State: 00:00 Hours
Online Training / McNeil & Company E-Learning: 012.0 Hours
Other Training: 00:00Hrs.
Total:12.00 Hours

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "R. Mancini", is written over a faint circular stamp.

Robert J. Mancini
2nd Assistant Chief



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 April – 2020

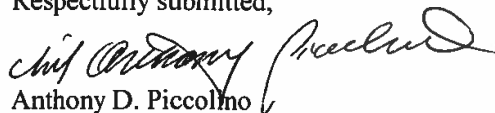
Property lost or stolen - \$	21,631.80
Property Recovered---- \$	15,000.00
Court fines and fees --- \$	6,375.00
Alarm fines and fees--- \$	40.00
Meter collection----- \$	27.00

Traffic Accidents-----	2
Arrests-----	1
Calls for service-----	166
Investigations-----	9
Impounded vehicles-----	0

UTT summonses issued----	0
Parking summonses issued-	0
Appearance tickets issued—	0
Total summonses issued-----	0

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

APRIL EVENTS 2020

Training

Total training for the month of April-----8 hrs

The training consisted of SWAT (Most training had been cancelled due to the pandemic)

COMMUNITY POLICING

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

Community information

We have seen an uptick on Fraud cases. For the month of April, we had four cases of bank and credit card fraud reported. Residents are encouraged to check their statements and report any discrepancies to their respective institutions.

I want to commend our residents for their continued cooperation in social distancing. Our officers continue to monitor the situation and follow up on all complaints.

Coronavirus 2019

. Prevention

There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19). The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory diseases, including:

- Avoid close contact with people.

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

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

- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
 - If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

For information about handwashing, see [CDC's Handwashing](#) website

For information specific to healthcare, see [CDC's Hand Hygiene in Healthcare Settings](#)

These are everyday habits that can help prevent the spread of several viruses. CDC does have [specific guidance for travelers](#).

For more information, please visit the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/index.htm>

RESOLUTION ESTABLISHING A SEWER RENT RATE FOR FY 2020-2021

WHEREAS, the Village Manager has provided the proposed sewer rent rate for FY 2020-21 to the Board of Trustees, that being \$ 1.89 /CCF of water consumption; and

WHEREAS, as required by law, the Board has conducted a public hearing on May 18, 2020 wherein all interested parties were given an opportunity to be heard; and

Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes the sewer rent rate for FY 2020-21 at \$1.89/CCF of water consumption.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN
AGREEMENT WITH SUSTAINABLE WESTCHESTER FOR A WASTE &
RECYCLING COMMUNICATIONS PLATFORM**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Sustainable Westchester, 40 Green Street, Mt. Kisco, NY 10549 for a Waste & Recycling Communications Platform effective June 1, 2020.

Service Agreement
for
Waste & Recycling Communications
Platform
for the
Village of Ardsley

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Agreement

THIS AGREEMENT FOR SERVICE entered into as of this ___ day of ___, 2020, by and between Sustainable Westchester, having its principal place of business at 40 Green Street, Mount Kisco, NY 10549 (hereafter referred to as "SW"), and the Village of Ardsley, a municipal government in the Westchester County, in the state of New York, (hereafter referred to as "the Client").

WHEREAS, SW offers services to implement and support the Client's waste and recycling communications platform with software provided to SW by ReCollect Systems Inc. (the "Program");
and

WHEREAS, the Client desires to retain the services of SW to render services with regard to the structure and scope as outlined according to the terms and conditions herein.

WHEREAS, Neha Dhanik will be the primary representative on behalf SW and the project coordinator for implementing the agreed upon services for the Client.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, SW and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Contract Term and Termination

1.1 This Agreement shall become effective for a two year term upon signing by both Parties ("**Effective Date**"). The first year of the Term shall be pro-rated to run from the effective date through October 31, 2022. This Agreement shall automatically renew at the expiry of the Initial Term or the then-current Renewal Term for additional two (2) year periods (each a "**Renewal Term**"), unless a party provides written notice of termination to the other party at least 30 days before the end of the Initial Term or the then-current Renewal Term, as applicable. The "**Term**" shall mean the Initial Term and any Renewal Terms.

At least 3 months prior to the end of the Term, SW shall provide Client with a report of work done by SW during the immediately prior Term, whereupon, Client shall determine whether it wishes to renew the Term.

Either party may terminate this Agreement immediately by written notice to the other party, if the other party becomes insolvent or bankrupt, or if any proceeding is commenced by a person in good faith seeking to adjudicate the other party a bankrupt or insolvent or with respect to the other party's liquidation, dissolution, winding-up or the appointment of a receiver in respect of the other party. The Client may terminate this Agreement immediately upon written notice to SW of a breach of any material term of this Agreement.

1.2 No termination of this Agreement will affect any rights, remedies or liabilities of either party that may have accrued before the date of termination.

2. Subcontract and Multi-Municipal Structure

SW will act as the intermediary contractor and administrator on behalf of the Client and all other municipalities participating in the Program pursuant to a separate agreement (Appendix I) between SW and ReCollect Systems Inc. (“ReCollect”). In addition to supplying ReCollect’s technology, SW will provide supporting services such as managing the overall Program as outlined in more detail in section 3.

Client shall provide SW with the name and contact information for a municipal staff person who will be the point of contact with SW for the Program. SW will provide such contact person with administrative access to the platform’s dashboard that will be accessible by all other municipal participants as well as the SW administrator. Such access will allow Client’s contact person to modify Client’s trash and recycling data such as collection routes and maps, to draft and send messages and service alerts to Client’s residents, and review and download the usage and interaction metrics generated by this platform. It is the Client’s responsibility to notify SW of any changes to the contact person or their contact details.

3. Scope of Services

SW agrees that it shall provide following deliverables to the Client, as outlined in **Table 1**:

Table 1

Service Deliverables (1st year)
1. Municipal trash and recycling collection data transfer onto the new platform.
2. Basic Recyclopedia content showing information typically found on municipality’s website or recycling brochures. The Recyclopedia/Waste Wizard will feature recycling, reuse, and donation places, sorted by distance for up to 150 most common household items.
3. Data testing to ensure accuracy and ease of understanding.
4. Training of the municipal staff assigned to be the municipal contact /administrator.
5. Grant application support to help municipalities and SW offset costs to build and maintain this program.
6. Promotion support for wider platform adoption (Promotional template design, Promo messages creation for various media channels etc.)
Service Deliverables (2nd year onwards)
1. Data testing to ensure accuracy and ease of understanding.
2. (Re)Training of municipal staff assigned to be the program contact/administrator, as needed.
3. Maintenance/Update support for the following: Troubleshooting, Recyclopedia updates, Recycling campaigns design & creation, Report generation, Recommending new recycling programs based on metrics.
4. Promotion support for wider platform adoption (Promotional template design, Promo messages creation for various media channels etc.)

- **Servers and Downtime.** SW's technology vendor, ReCollect, shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the platform is otherwise unavailable. SW shall give the Client reasonable advance notice of any planned downtime by ReCollect, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- **Suspension of access.** Upon the Client's request, SW will have general access or the access of any specific persons immediately suspended or disable access to the Services, and, upon the Client's request, restore such access.
- **Support and Training.** Support hours shall be available to each Client for up to 25 hours per year (includes data imports, data exports, testing, route changes, creating recycling campaigns, update Recyclopedia). In addition, training hours shall be available to each Client for up to 2 hours per year.
- **Scope of services not covered by SW.** Emergency messaging to notify residents of failed pickups due to weather or mechanical breakdowns etc. will not be serviced by SW. The municipal staff admin will be trained by SW to execute these functions.

4. Fees and Payment Terms

Fees: In consideration for the Services the Client shall pay SW \$2,500 per year, plus any applicable Taxes, during the Term. Fees are based on SW Services purchased for a population size of 4,452 residents, and not actual usage. Payment obligations are non-cancellable and Fees paid are non-refundable. Quantities purchased cannot be decreased during the Term. Upon execution of this contract, the Client will pay SW the agreed prorated amount of \$208 from the date the service begins to October 31, 2020, and \$2,500 thereafter annually until the term ends on Oct 2022.

Payment terms:

- **Inflation.** The Fees will increase on each one-year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics.
- **Payment terms.** The Client will pay the Fees annually in advance to SW upon execution of this Agreement and on one-year anniversary of the Effective Date. Such payments will be due 30 days following the date of SW's invoice. The Client is responsible for providing SW with complete and accurate billing and contact information and notifying SW of any changes to such information.

When sending invoices or contacting the Licensee regarding renewals, SW should contact:

XYZ

Title

Village of Ardsley

507 Ashford Ave, Ardsley, NY 10502

(914) 693-1550 | email@emailgov.com

- **Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.
- **Overdue charges.** SW has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which are not paid by the due date.
- **Suspension of service.** If any amounts owing by the Client are 30 or more days overdue, SW may, without limiting its other rights and remedies, suspend its provision of the SW Services to the Client until such amounts are paid in full.
- **Payment disputes.** SW will not exercise its rights under section 4 if the Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Intellectual Property Rights in Work Product

Section 6 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

6. Data Security, Privacy and FOIL

Section 7 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

In terms of the FOIL requests, the Client agrees to comply with any FOIL requests themselves without involving SW staff, and to that extent the Client may directly contact ReCollect to resolve or fulfill those FOIL requests.

7. Confidentiality

Section 8 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

8. Warranties and Disclaimer

Section 9 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

9. Indemnification and Liability

SW and Client shall each indemnify and hold the other and their respective officers, agents and employees

harmless from and against any liability caused by or arising from this Contract.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in a writing executed by both Parties.

Notices: Any notice required or permitted to be given to the parties by this agreement or by law may be delivered to the intended recipient at its address or email address at:

In the case of SW:

Neha Dhanik
Program Director, Zero Waste Westchester
Sustainable Westchester, Inc.
Phone: 914-242-4725 x108
Email: neha@sustainablewestchester.org
Address: 40 Green Street, Mount Kisco, NY, 10549

In case of Client:

XYZ
Title
Village of Ardsley
507 Ashford Ave, Ardsley, NY 10502
(914) 693-1550 | email@emailgov.com

11. Applicable Law

This Service Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the federal and state courts located in Westchester County, New York.

IN WITNESS WHEREOF, each of the Parties has executed this Service Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

For the Client:

Date

For Sustainable Westchester:

Steve Rosenthal
Executive Director

Date

Appendix [I]

**SW-ReCollect Contract
for
Waste and Recycling Technology (Web + Mobile App)**

Services Overview

Initial Term: Two Years

Population and/or Household		Platforms	Products
Population: 400,000	Approximately	Online & Mobile App	Collection Calendar & Waste Wizard

ReCollect Software Service Agreement

THIS AGREEMENT is dated as of September 30th, 2018 BETWEEN:

RECOLLECT SYSTEMS INC., a corporation existing under the laws of British Columbia and having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada.

("ReCollect")

AND:

SUSTAINABLE WESTCHESTER, a corporation existing under the laws of New York, and having an address at 55 Maple Avenue, Mount Kisco, NY 10549.

(the "Licensee")

WHEREAS the Licensee wishes to subscribe for, and ReCollect wishes to provide, the ReCollect Services on the terms and conditions set out in this Agreement, the parties agree as follows:

1. INTERPRETATION

- 1.1.** In this Agreement, capitalized terms not otherwise defined have the meanings set forth in Appendix "A".
- 1.2.** All references to dollars or "\$" in this Agreement refer to US dollars.

2. RECOLLECT SERVICES

- 2.1.** ReCollect shall provide the ReCollect Services, having the features and functionality described in Appendix "B".

- 2.2. ReCollect hereby grants, and Licensee hereby accepts, a limited and non-exclusive license to use the ReCollect Services during the Term upon the terms and conditions specified in this Agreement.
- 2.3. ReCollect hereby agrees that Licensee may provide ReCollect Services to all Member Municipalities as defined herein and Licensee may assign all rights it may have hereunder to each such Member Municipality.

3. SERVICE AND MAINTENANCE OBLIGATIONS

3.1. Technical Support.

- 3.1.1. ReCollect shall provide email support (support@recollect.net) 24 hours per day, 7 days per week and phone support 12 hours per day (8am to 8pm Eastern Time) on Business Days to resolve any Service Critical Incidents. ReCollect shall assign a high priority to any Service Critical Incidents and shall work to resolve them as expeditiously as reasonably possible.
- 3.1.2. ReCollect shall investigate any technical support requests by the Licensee that are not relating to Service Critical Incidents as soon as possible and respond by the end of the second Business Day after the request is made with a resolution or confirmation that the request has been forwarded to the appropriate person for resolution.

3.2. **Testing.** ReCollect shall make a test account available to the Licensee for the purposes of testing the ReCollect Services, and any updates or modifications thereto, before making the ReCollect Services (or update or modification, as applicable) publicly available.

3.3. **API.** ReCollect will give the Licensee reasonable use of the API and will give the Licensee one year notice in advance of any change to the functionality of the API that, to the knowledge of ReCollect, may impact the Licensee's use of the API.

3.4. Servers and downtime.

- 3.4.1. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the ReCollect Services is otherwise unavailable.
- 3.4.2. ReCollect shall grant the Licensee one month of free service should the Service experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Licensee 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.

3.5. **Suspension of access.** Upon the Licensee's request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the ReCollect Services, and, upon the Licensee's request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Licensee's consent.

4. TERM AND TERMINATION

- 4.1. The initial term of this Agreement shall be two years, starting on the Effective Date (the "**Initial Term**").
- 4.2. This Agreement shall automatically renew at the expiry of the Initial Term or the then-current Renewal Term for additional one (1) year periods (each a "**Renewal Term**"), unless a party provides written notice of termination to the other party at least 30 days before the end of the Initial Term or the then-current Renewal Term, as applicable. The "**Term**" shall mean the Initial Term and any Renewal Terms.
- 4.3. If a party is in breach of this Agreement, the other party shall be entitled to give the breaching party written notice setting out details of the breach and indicating the other party's intention to terminate this Agreement. Unless the breaching party cures the breach to the reasonable satisfaction of the other party within 20 Business Days of the breaching party's receipt of the notice of the breach, this Agreement will terminate as of the close of business on the 20th such Business Day.
- 4.4. Either party may terminate this Agreement immediately by written notice to the other party:
- (a) if the terminating party reasonably deems such termination to be necessary in order to comply with applicable laws; or
 - (b) if the other party becomes insolvent or bankrupt, or if any proceeding is commenced by a person in good faith seeking to adjudicate the other party a bankrupt or insolvent or with respect to the other party's liquidation, dissolution, winding-up or the appointment of a receiver in respect of the other party.
- 4.5. The Licensee has the right to terminate this agreement if ReCollect Services as described herein are not adequately provided in Licensee's reasonable determination.
- 4.6. No termination of this Agreement will affect any rights, remedies or liabilities of either party that may have accrued before the date of termination.

5. FEES AND PAYMENT TERMS

- 5.1. **Fees.** The Licensee will pay the subscription fees, plus any applicable Taxes, for the ReCollect Services during the Term. Fees are based on ReCollect Services purchased and not actual usage. Payment obligations are non-cancellable and Fees paid are non-refundable. Quantities purchased cannot be decreased during the Term.
- 5.2. **Inflation.** The Fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics.
- 5.3. **Payment terms.** The Licensee will pay the Fees biannually in advance to ReCollect commencing on the Effective Date of this Agreement with subsequent payments due every six (6) months

thereafter during the Initial Term and any Renewal Term. Such payments will be due 30 days following the date of ReCollect's invoice. The Licensee is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.

When sending invoices or contacting the Licensee regarding renewals, ReCollect should contact:

Attention: Neha Dhanik

Telephone:

Email: neha@sustainablewestchester.org

Address: 55 Maple Avenue

Mount Kisco, NY 10549

- 5.4. Taxes.** The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). The parties recognize that Licensee is a 501(C)(3) not-for-profit entity. Licensee shall be responsible for paying any Taxes from which it may not be exempt and which is associated with its purchase of the ReCollect Services. If ReCollect has the obligation to pay or collect Taxes for which the Licensee is responsible under this Section 5.3, ReCollect will invoice the Licensee for the amount of the Taxes and the Licensee will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5.5. Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.
- 5.6. Overdue charges.** ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which are not paid by the due date.
- 5.7. Suspension of service.** If any amounts owing by the Licensee are 30 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of the ReCollect Services to the Licensee until such amounts are paid in full.
- 5.8. Payment Disputes.** ReCollect will not exercise its rights under Sections 5.5 and 5.6 if the Licensee is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1.** Title to the software comprising the ReCollect Services (excluding any Licensee Content included therein) shall at all times remain with the Licensor. The Licensee acknowledges that the ReCollect Services and ReCollect Content are proprietary to ReCollect and that all rights thereto are owned by ReCollect. The Licensee further acknowledges that the ReCollect Services and ReCollect

Content contain trade secrets of ReCollect and that the ReCollect Services and ReCollect Content are protected by Canadian and international copyright and other intellectual property laws and treaties. Under no circumstances will a copy of the software comprising the ReCollect Services be provided to the Licensee. The Licensee shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Services.

- 6.2.** Licensee represents and warrants that it either owns or has permission to use the Licensee Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Licensee Content during the Term in connection with the ReCollect Services.
- 6.3.** ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Licensee a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the ReCollect Services.
- 6.4.** ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination
- 6.5.** The Licensee hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Services (and services provided to third parties by ReCollect) any suggestion, enhancement request, recommendation, correction or other feedback provided by the Licensee or its Representatives relating the ReCollect Services.

7. DATA SECURITY AND PRIVACY

7.1. Data Ownership

- 7.1.1.** The Licensee shall retain all right, title and interest in and to the Licensee Data and Aggregate Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the ReCollect Services and related systems and technologies (including, without limitation, data obtained as a result of analyzing the Licensee Data, Aggregate Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the ReCollect Services, to improve and enhance the ReCollect Services and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Licensee Data or Aggregate Data without the prior written consent of the Licensee. No rights or licenses to use Licensee Data and Aggregate Data are granted to ReCollect except as expressly set forth herein. ReCollect shall not disclose or share any Licensee Data or Aggregate Data to or with any third parties.

7.2. ReCollect's obligations.

- 7.2.1.** In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("Handle" or "Handling") Personal Information.
- 7.2.2.** ReCollect's Handling of Personal Information is subject to its "Terms of Use" (<https://recollect.net/terms>) and "Privacy Policy" (<https://recollect.net/privacy>) in effect from time to time, as posted to its website.
- 7.2.3.** ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws (as per governing law defined in section 12.5). ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such persons comply with applicable laws, including applicable privacy laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:
- (a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.
 - (b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.
 - (c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect's provision of the ReCollect Services), except as may be required by law.
 - (d) ReCollect will notify the Licensee at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.
- 7.2.4.** Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Licensee a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. Licensee's Obligations

- 7.3.1.** The Licensee shall not Handle Personal Information except in compliance with applicable privacy laws. The Licensee is solely responsible for the use of Personal Information and the ReCollect Services by its Representatives, and shall ensure that all such persons comply with applicable laws, including applicable privacy laws, regarding the Handling of Personal Information.
- 7.3.2.** The Licensee shall take all reasonable measures to ensure that the ReCollect Services are protected against use or access by unauthorized persons.

- 7.3.3.** The Licensee shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Services is stolen, lost, or accessed by unauthorized persons.
- 7.3.4.** The Licensee will not use the ReCollect Services to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Licensee acknowledges that the ReCollect Services are a passive conduit for the transmission of Licensee Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Licensee Content sent, accessed, posted or otherwise transmitted via the ReCollect Services.
- 7.3.5.** The Licensee's access to the ReCollect Services is subject to ReCollect's reasonable rules and restrictions in effect from time to time. ReCollect will provide the Licensee notice in writing of any such rules and restrictions or changes thereto.
- 7.3.6.** The Licensee will coordinate all communications and data aggregation / transformation requirements on behalf of their member municipalities.

8. CONFIDENTIALITY

- 8.1. Required Disclosure by Licensee.** The Licensee may disclose this Agreement and the terms hereof to third parties if and to the extent required by law. If permitted by law, the Licensee agrees to give ReCollect prior notice of any such disclosure. Notwithstanding the prior two sentences, Licensee may disclose this Agreement to Member Municipalities.
- 8.2. Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Representations and Warranties.** ReCollect represents and warrants that it will use commercially reasonable efforts to provide the ReCollect Services. Each party represents and warrants that it has validly entered into this Agreement and has the legal capacity to do so. Each party represents and warrants that it holds all licenses, rights, and authority necessary to enter into and perform its obligations under this Agreement. Except as expressly provided in Section 6 and in this Section 9.1, neither party makes any representation or warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

9.2. Disclaimer. The ReCollect Services are provided on an "as-is" and "as available" basis. ReCollect does not warrant that the ReCollect Services will operate error free or without interruption. Without limiting the foregoing, in no event shall ReCollect have any liability to the Licensee or any third party for personal injury (including death) or property damage arising from failure of the ReCollect Service to deliver an electronic message, however caused and under any theory of liability, even if ReCollect has been advised of the possibility of such damage.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1. Indemnification. To the fullest extent permitted by law, each party hereof shall indemnify and hold harmless the other and their respective officials, agents and employees or any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the other or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, each parties obligation to indemnify the other and the respective officials, agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by their negligent acts or omissions, or by the negligent acts or omissions of anyone directly or indirectly employed by them or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense.

10.2 Mutual limitation of liability. Neither party's liability to the other with respect to this Agreement will exceed one million dollars (\$1,000,000). The above limitation applies whether an action is under contract, tort (including without limitation, negligence and strict liability), or any other legal theory.

10.3 Exclusion of consequential and related damages. In no event shall either party be liable for lost profits, lost revenues, lost savings, or incidental, consequential, indirect, punitive or special damages howsoever arising, including without limitation arising out of the operation of or inability to operate the ReCollect Services.

10.4 Unavoidable Events. No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such damages arise, as a consequence of an Unavoidable Event.

11. APP STORE ACCOUNT MANAGEMENT

11.1 Acknowledgement. Licensee acknowledges that the ReCollect Services will include publishing one or more applications on Licensee's behalf on Apple, Inc.'s App Store and/or Google Inc.'s Google Play service (the Apple, Inc. App Store and Google Play are referred to collectively as the "**App Stores**"). This Section 11 sets forth the parties' mutual agreement relating to Licensee's Apple Developer Account for Apple, Inc.'s App Store and Licensee's Google Developer Account

for Google Inc.'s Google Play Console service (such developer accounts are referred to as "Developer Accounts").

11.2 Licensee obligations:

11.2.1 If Licensee is not already enrolled with an account in the Apple Developer Program, it will promptly enroll in the Apple Developer Program and open an account under its own name. If Licensee is not already enrolled with a Developer Account for the Google Play Console, it will promptly register such a Developer Account under its own name.

11.2.2 Licensee will add ReCollect to its "development team" for its Developer Account for the Apple Developer Program, and will add ReCollect as an additional user for its Developer Account for the Google Play Console, in each case with full access to all permissions, including to create, edit, and publish apps, and reply to reviews, to the extent permitted under Apple, Inc. or Google Inc. policies, as applicable. Licensee will maintain ReCollect's status on its Developer Accounts for both App Stores during the Term.

11.2.3 If and to the extent required under Apple, Inc. or Google Inc. policies, Licensee will, with the assistance of ReCollect, submit one or more applications and/or revised versions of applications for publication on each of the App Stores upon ReCollect's request from time to time, but only as may be reasonably required in order for ReCollect to provide the ReCollect Services.

11.2.4 Licensee hereby grants ReCollect the authority to access and use its Developer Accounts only as may be reasonably required in order for ReCollect to provide the ReCollect Services, including as to the following:

11.2.4.1 to submit applications developed by ReCollect, and/or revised versions of such applications, from time to time, for review and publication on the App Stores, under the Developer Accounts;

11.2.4.2 to download data and reports from Apple, Inc. and Google Inc. relating to applications developed by ReCollect (including as to the number of downloads each day), so that ReCollect can provide metrics and reports to Licensee; and

11.2.4.3 to review and respond, in Licensee's name and on its behalf, to reviews posted by users of applications developed by ReCollect, for the purpose of providing technical support or assistance to end users.

11.3 ReCollect obligations:

11.3.1 ReCollect will use its access to the Licensee's Developer Accounts only as may be reasonably required in order for ReCollect to provide the ReCollect Services.

11.3.2 ReCollect will use commercially reasonable efforts to maintain the security of the account that it will use to access Licensee's Developer Accounts, including by maintaining a strong password with

two-factor authentication enabled, which will be tightly controlled and only available to a minimal number of ReCollect staff.

11.3.3 ReCollect will not use or disclose any confidential information accessible through Licensee's Developer Accounts that is unrelated to the administration of the applications developed and maintained by ReCollect.

11.3.4 ReCollect will provide the Licensee with such information and assistance as may be reasonably required in order for the Licensee to comply with its obligations under this Section 11.

11.4 At the end of the Term, Licensee may remove ReCollect from its Developer Accounts.

12 GENERAL

12.1 Notices. Any notice required or permitted to be given to the parties by this Agreement or by law may be delivered to the intended recipient at its address or e-mail address at:

In the case of ReCollect:

ReCollect Systems Inc.
Suite 528 - 3381 Cambie St.
Vancouver, BC V5Z 4R3, Canada.

Attention: Kathryn Paulson
Telephone: 1-888-291-0604 x304
Email: contracts@recollect.net

In the case of the Licensee:

Sustainable Westchester
55 Maple Avenue
Mount Kisco, NY 10549

Attention: Neha Dhanik
Telephone:
Email: neha@sustainablewestchester.org

Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address. If the Licensee has any issues with insurance renewal, please contact insurance@recollect.net.

12.2 Assignment. The Licensee may not transfer or assign its rights and obligations under this Agreement without obtaining ReCollect's prior written consent.

12.3 Amendments and Waivers. This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Licensee warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.

12.5 Governing Law. This Agreement is governed by and will be interpreted and construed in accordance with the laws of New York and the federal laws of the United States applicable therein. Each party submits to the jurisdiction of the courts of New York in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of any such action or proceeding will exclusively be heard and determined in such courts.

12.6 Order of precedence. In the event of any conflict between this Agreement (excluding Appendix "B") and the information contained in Appendix "B", the order of precedence shall be (1) this Agreement (excluding Appendix "B") and (2) Appendix "B".

12.7 Relationship of the parties. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.

12.8 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.

12.9 Execution. This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF ReCollect and the Licensee have executed this Agreement as of the Effective Date.

RECOLLECT SYSTEMS INC.

Per: _____

Name: _____

Title: _____

SUSTAINABLE WESTCHESTER

Per: _____

Name: _____

Title: _____

**APPENDIX “A”
DEFINITIONS**

In this Agreement:

"Agreement" means this ReCollect Software Service Agreement including the appendices hereto.

"API" means ReCollect’s application programming interface, which may be used to interact with the ReCollect Services from third-party software applications.

"Business Day" means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"Confidential Information" means all information disclosed by a party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Services, and each party's Confidential Information includes the terms and conditions of this Agreement (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any confidentiality obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

"Licensee Data" means all proprietary and confidential data provided by the Licensee for use, storage, or access by ReCollect in the course of providing the ReCollect Services, and/or any data created or made available to ReCollect by end users of the ReCollect Services; and

"Aggregate Data" refers to Licensee Data with personally identifiable information removed, including the names, addresses, and contact information (e.g. email addresses, phone numbers) of any end users of the ReCollect Services.

"Effective Date" means the date written on the first page of this Agreement.

"Initial Term" has the meaning given in Section 4.1.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered,

including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Licensee Content" means (i) all Intellectual Property created, acquired, or licensed by the Licensee or its Representatives and provided to ReCollect or distributed via the ReCollect Services; and (ii) any modifications, enhancements, adaptations or derivative works of any Licensee Content.

"Member Municipalities" refers to all municipalities under contract with Sustainable Westchester for ReCollect Services.

"Fees" has the meaning given in Section 5.1.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the ReCollect Services (other than the name, title and business contact information of the Licensee's Representatives).

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Services, other than Licensee Content.

"ReCollect Services" means the services provided to Licensee as described in Appendix "B", and includes any updates or other modifications thereto.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Services that significantly impairs the Licensee's ability to use the ReCollect Services.

"Subscription Fee" has the meaning given in Section 5.1(a).

"Taxes" has the meaning given in Section 5.4.

"Term" has the meaning given in Section 4.2.

“Unavoidable Event” means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labour disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

APPENDIX “B”

RECOLLECT SERVICES

ReCollect’s Platform service includes the following features:

Collection Calendar

- **Schedule look-up tool:**
 - Residents can search for collection schedule by address.
 - Predictive search allows for various address formats
 - Address aliasing, so that old street names or streets with multiple names, will always point to the correct address
 - Schedules can shift to account for holidays and can handle any level of complexity.
 - Schedules can show multiple and customizable streams such as recycling, yard waste, organics, or christmas tree collection
 - Schedules can display non-collection events such as household hazardous waste days.
 - Schedules can be specific to the address level - allowing cities to show different collection schedules or options for residential, multi-family and/or commercial addresses
 - Addresses searched that are in neighbouring municipalities can generate a custom message with hyperlink directing those users back to the responsible authority.
- **Reminders and print calendars:**
 - Residents can sign up for collection day reminders via email, Twitter, or automated phone call, or embed the schedule into their Outlook, iCal or Google Calendar.
 - Reminders shift to account for holidays, and remind residents only about what is being picked up that week, from recycling bins, to christmas trees.
 - Free printer-friendly collection calendars customized for each resident’s address.
 - Custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.
 - Add educational content to reminders to let residents know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
- **Report a Problem**
 - Let residents report waste related problems such as missed collections, broken or missing garbage bins
 - Entirely customizable list.
 - Integrates with other solutions (see data & integration section below).
- **Admin Dashboard**
 - Activity & Reporting dashboard - get detailed stats about how your residents are using ReCollect.
 - Easily update the collection schedule anytime with drag & drop interface.
 - Add new streams or events.
 - Add educational content to garbage day reminders at any time - let residents know about upcoming events, common mistakes, or other important information.

- Send service interruption messages - reduce complaints and call volumes by letting residents know immediately about service interruptions due to weather or other problems.
- Monthly activity report emailed to staff, or check the live dashboards anytime.
- Allows for multiple administrators.

Waste Wizard

- Enable residents to easily search for how to dispose of hundreds of different materials.
- Admin Dashboard - city administrators can, at any time:
 - Access Activity & Reporting dashboard - get detailed stats about:
 - usage
 - most searched for items
 - items searched for that are not in the wizard (so they can be added)
 - Update the wizard, including:
 - Adding or editing items, setting their stream (trash, recycling, depot, bulk collection, etc.)
 - Set special instructions for each item.
 - Include depots, landfills and drop off locations, customize content to include map and location results, hours of opening.
 - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
 - Download a Monthly activity report, or have it automatically emailed to staff.
 - Allows for multiple administrators.

Embeddable widget

- Embed the calendaring, waste wizard and report-a-problem tools on multiple web pages and websites, including your Facebook page, hauler’s website, neighborhood/community websites, etc.
- Responsive design -- widget adapts mobile web browsers giving users the best experience for their screen size.
- White labeled: widget uses your color palette and fonts to match the look and feel of your website.

Mobile app

- Free mobile apps with the calendaring, waste wizard and report-a-problem tools available to residents in iTunes App Store and Android Play Store.
- Native iPhone and native Android apps, meaning they look sharp and are intuitive to users.
- White-Labeled: Custom branding on mobile apps allows you to use your logo, background image, color palette, and messaging to shape the look and feel, and reinforce your brand.

Data and Integration

- Export your data anytime.
- Import your data from any format (CSV, KML, SHP, XML, PDF, TRON ...)
- Data updates can be automated for always up-to-date data.

- Drag and drop tools that make it easy for anyone to update garbage schedules.
- Integration with help desk systems/311 systems -- many options for incorporating related service requests from residents.
- Up to 50 hours of configuration work by a ReCollect data specialist

Accessibility

- Exceeds WCAG 2.0 Level AA and Section 508 compliance- ReCollect meets all regulatory and legal accessibility compliance requirements for users with disabilities.
- ReCollect works for all your residents, including those without computers or smartphones, those who have only landlines.

Customer Engagement

- Targeted education and campaign messaging - create your own or use seasonal templates that add content to existing reminders. No need to deluge residents -- let their weekly reminder serve as a newsletter.
- Segment custom messages by geography/neighborhoods - each collection route can receive distinct custom messages.
- Emergency messaging - immediately notify residents of failed pickups due to weather, mechanical breakdown etc.
- Support multiple languages - deploy the calendar widget in Spanish, Chinese, Korean and French.

Support

- Dedicated Customer Success representative assigned to your account available to answer questions, offer support and share best practices
- Access to our expertise and best practices around marketing your ReCollect tools to residents and maximizing their impact
- Access to our webinars where cities share best practices around using ReCollect
- 24/7 uptime and performance monitoring.
- 12/7 email support.
- Phone support for integration issues.
- We ensure ongoing compatibility for all popular browsers, devices and platforms.
- Residents and staff have direct access to our Customer Success Department in the event of technical difficulties.
- Gain instant access to new features, patches and fixes as they are developed at no extra cost.
- Service Times:
 - Answers to general questions within 48 hours
 - Data changes within 2 weeks
 - Custom inquiries within 2 weeks
 - Resident requests within 1 business day
- Up to 50 hours of configuration work per year (data imports, data exports, route changes)

RESOLUTION ADOPTING 2019 ANNUAL MS4 STORMWATER REPORT

RESOLVED, that the Village Board of the Village of Ardsley hereby adopts the 2019 Annual MS4 Stormwater Report.

**RESOLUTION MODIFYING THE 2019/2020 BUDGET BY ENABLING THE VILLAGE
TREASURER TO MAKE NECESSARY TRANSFERS WITHIN THE GENERAL FUND**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2019/2020 Village Budget by transferring \$215,691.47.

FROM LINE ITEMS:

A 1910-0400-0000 Contractual	26,667.96
A 1964-0462-0000 Certiorari	148,288.51
A 9015-0825-0000 Police Retirement	8,664.00
A 9040-0803-0000 Workers Compensation	32,071.00

TO LINE ITEMS:

A 1325-0419-0000 Technology	1,388.00
A 1420-0460-0000 Contract Services	8,692.00
A 1420-0461-0000 Professional Services	35,773.92
A 1420-0468-0000 Litigation	20,451.89
A 1620-0410-0000 Supplies	541.27
A 1620-0452-0000 Bldg Maintenance	2,070.57
A 1640-0426-0000 Motor Vehicle Repair	6,011.47
A 1640-0428-0000 Tires	438.12
A 1920-0400-0000 Contractual Expenses	42.00
A 1989-0400-0000 Contractual Expenses	25,000.00
A 3310-0415-0000 Operating Supplies	15,927.95
A 5010-0486-0000 Engineering	6,736.46
A 5110-0200-0000 Equipment	50,662.00
A 7185-0430-0000 Utilities	930.01
A 7185-0452-0000 Bldg Maintenance	9,848.17
A 7185-0460-0000 Contract Services	846.89
A 8120-0483-0000 Sewer Maintenance	1,970.59
A 8140-0483-0000 Sewer Maintenance	4,657.04
A 8560-0415-0000 Tree Maintenance	4,475.00
A 9010-0801-0000 State Retirement	19,036.00
A 9045-0805-0000 Unemployment Insurance	192.12

**Resolution Authorizing the Village Manager to Sign A Retainer
Agreement for Eminent Domain Related To the Heatherdell Road
Sidewalk & Guiderail Project**

Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign a Retainer with David Venditti of Gaines, Novick, Ponzini, Cossu & Venditti, LLP, 1133 Westchester Ave, N202 , White Plains, NY 10604 for eminent domain proceedings related to the Heatherdell Road Sidewalk & Guiderail project.



GAINES, NOVICK, PONZINI, COSSU & VENDITTI, LLP
ATTORNEYS AT LAW
1133 Westchester Avenue, N202
WHITE PLAINS, NEW YORK 10604
(914) 288-9595
FAX (914) 288-0850

David E. Venditti, Esq.
E-mail: dvenditti@gainesslp.com
Direct Dial: (914) 831-6249

Service Not Accepted by Fax or Email

May 7, 2020

Via Email Only

Hon. Meredith Robson, Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 10502

Re: Eminent Domain
Cornerstone Ardsley LLC and
Cross Town Motor Inn, Corp., d/b/a Apple Motor Inn

Dear Village Manager Robson:

Thank you for consulting with us regarding Ardsley's eminent domain issues and related matters. You have advised us that you wish to retain our Firm and we wish to confirm our financial arrangements in writing, as follows:

1. You will be billed on an hourly basis for attorneys' and paralegals'/legal assistants' time, plus out of pocket disbursements. The present hourly billing rates shall be a municipal discounted rate of \$200.00 for attorneys and \$100.00 for paralegals. Included in this fee are all meetings/telephone conferences, preparing all Notices and Petitions, reviewing title, maps and eminent domain regulations, attendance with client at building department or other required meetings, preparation of memos and letters to client, all legal services required in connection with the matter undertaken, appearance at Board meetings, travel time for meetings outside of the office, filing and prosecution of a Petition in Supreme Court, if required, as well as including all services rendered prior to execution of this Retainer. Appeals are not included as part of this Retainer Agreement and would be subject to a mutually satisfactory Retainer being entered into, should the occasion arise.

Village Manager Meredith Robson
Village of Ardsley
May 7, 2020
Page 2

2. You (the Village or "Client") will also be responsible for reimbursing us for our out-of-pocket expenses and disbursements including, but not limited to, court filing fees, title report fees, travel expenses, process server's and attorney's court service fees, messenger service or overnight delivery fees, copy charges (@ \$0.25/pg. or actual outside printing costs), and postage.
3. Bills for services and disbursements will be rendered monthly. Invoices for our services and/or disbursements are to be paid within thirty (30) days. All bills must be paid in full before any pre-trial Summary Judgment motion, on your behalf or in defense, as well as prior to any trial.
4. Should the services of experts, accountants, appraisers, surveyors, or others, depending on the questions presented, be required, their retainer shall be subject to your prior approval and you will be responsible for the direct payment of their fees when billed.
5. In the event that a dispute or disagreement arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of Chief Administrator of the Courts, a copy of which will be provided to you upon request. Please see, review, sign and return the Statement of Client's Rights and Responsibilities provided herewith.
6. This retainer agreement shall be governed by the laws of the State of New York and you hereby consent that any dispute hereunder shall be subject to the sole jurisdiction of the Courts of New York in and for the County of Westchester.
7. Litigation evidence and document preservation. This is to advise you that as a litigant, or potential litigant, you have a duty to preserve all evidence relevant to this matter, even without a Court Order. Additionally, because electronic data may be an irreplaceable source of "discovery," this duty extends to preservation of not only all hard copy documents and exhibits but to all potentially relevant electronic data in its "native format," with unaltered "metadata." We can discuss the meaning of that further with you.

Once our engagement in this matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagements, except for those that we are mandated to maintain for a prescribed period of time. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion, except as otherwise prohibited by law or rule. Notwithstanding the foregoing, and unless you instruct us otherwise, we will return and/or preserve any original deeds, surveys, appraisals, agreements, or other similar original documents, and any documents we know or believe that you will need to retain to enforce your rights or to bring or defend claims. You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email (subject to the Firm's email retention policies from time to time), printer files, copier files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that

Village Manager Meredith Robson
Village of Ardsley
May 7, 2020
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we generate will be made at your expense. We will maintain the confidentiality of all documents throughout the process.

Our own files pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, but not limited to, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement, as well as the right to reduce non-essential document copies to image electronic format.

If this is acceptable to you, please sign this letter and return it to me by email, along with the Statement of Client's Rights and Responsibilities. This Retainer may be executed electronically and in counterparts and delivered by email which, when taken together, shall constitute an original. The law firm can email your client invoices to an email address of your choosing. This will save time, energy and unnecessary disbursements. Please advise if you would like the firm to email your bills and to which email address. We look forward to a mutually satisfactory and successful relationship.

Sincerely,


David E. Venditti

THE ABOVE IS AGREED AND CONSENTED TO:

Village of Ardsley, Client, by:

Meredith Robson, Village Manager

Date

*I do do not (**please check one**) wish for bills to be sent to me by email, rather than and in lieu of by regular mail. If I do, the email address for billing is: _____

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer=s office.

You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time. (Court approval may be required in some matters).

You are entitled to your lawyer=s independent professional judgment and undivided loyalty which will not be compromised by conflicts of interest.

You are entitled to have your questions and concerns addressed quickly and to have your telephone calls returned promptly. You should recognize, however, that the lawyer has other clients that are equally demanding of the lawyer=s time and attention.

You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to enough information to allow you to participate meaningfully in the development of your case.

You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your case. Court approval of a settlement is required in some cases.


You have the right to privacy in your dealings with your lawyers and to have your secrets and confidences kept to the extent permitted by law.

You are entitled to have your lawyer conduct him or herself ethically in accordance with the Code of Professional Responsibility.

You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Receipt Acknowledged: Client: Village of Ardsley, by:

_____ Date: _____
Meredith Robson, Village Manager

Attorney:  Date: 5/7/20
David E. Venditti, Esq., for Gaines, Novick, Ponzini, Cossu & Venditti, LLP