



# AGENDA

## Ardasley Village Board of Trustees

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**8:00 PM - Tuesday, January 21, 2020**

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

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**1. ANNOUNCEMENT OF EXIT SIGNS**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES:**

3.a January 6, 2020 Village Board Minutes

**4. DEPARTMENT REPORTS**

**4.1. LEGAL**

**4.2. MANAGER**

4.2.a Village Manager Report

**4.3. TREASURER**

4.3.a Abstract-January 21, 2020

**4.4. BUILDING**

4.4.a December 2019 Building Department Report

**4.5. FIRE**

4.5.a December 2019 Fire Department Report

**4.6. POLICE**

4.6.a December 2019 Police Department Report

**4.7. MAYOR’S ANNOUNCEMENTS**

**4.8. COMMITTEE & BOARD REPORTS**

**5. VISITORS**

**6. OLD BUSINESS:**

**7. NEW BUSINESS:**

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7.a Consider a Resolution to Confirm Health Benefit Eligibility

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7.b Consider a Resolution Authorizing The Village Manager to Sign an Agreement with Suez Water Westchester Inc. for Water Usage Data Sharing & Security

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7.c Consider a Resolution Authorizing the Village Manager to Sign An Agreement with Brown & Weinraub, PLLC for Legal Services for the Creation of a Village Sewer Fund & Finalizing the Agreement with Suez Water Westchester Inc.

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7.d Consider a Resolution Rescheduling Board of Architectural Review Meeting for 2020

**8. CALL FOR EXECUTIVE SESSION**

**9. ADJOURNMENT OF MEETING**

**10. ANNOUNCEMENTS**

January 21, 2020-Board of Architectural Review Meeting

January 25, 2020- The Ardsley Village Lunar New Year Celebration

February 4, 2020- Board of Architectural Review Meeting

February 6, 2020-Conservation & Environment Advisory Committee

February 10, 2020-Planning Board Meeting

February 12, 2020 -Village Offices Closed-Abraham Lincoln's Birthday

**11. NEXT BOARD MEETING:**

February 3, 2020

**VILLAGE OF ARDSLEY  
BOARD OF TRUSTEES  
REGULAR MEETING  
MONDAY, JANUARY 6, 2020**

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

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

**I. ANNOUNCEMENT OF EXIT SIGNS**

**II. PLEDGE OF ALLEGIANCE**

**III. APPROVAL OF MINUTES:** Reorganization Meeting – December 16, 2019  
Regular Meeting – December 16, 2019

**Trustee DiJusto: RESOLVED**, that the Village Board of the Village of Ardsley hereby approves the minutes of the Reorganization Meeting of December 16, 2019 as submitted.  
**Seconded by Trustee Edelstein and passed unanimously.**

**Trustee DiJusto: RESOLVED**, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, December 16, 2019 as submitted.  
**Seconded by Trustee D’Emilio and passed unanimously.**

**IV. DEPARTMENT REPORTS:**

**POLICE DEPARTMENT REPORT:**

Mayor Kaboolian stated that the following Police Report for December 2019 was taken under submission:

- Court fine and fees - \$36, 589.00
- Property Lost or Stolen - \$15,670.00
- Property Recovered - \$0
- 121 Parking summonses issued
- 16 UTT summonses issued

Village of Ardsley  
Board of Trustees-January 6, 2020

- 3 Appearance ticket issued
- 3 Arrests
- 255 Blotters

Other activities attended by Officers –

### **TRAINING**

- Total training for the month of December - 64 hours
- The training consisted of SWAT, interrogation techniques and juvenile justice

### **COMMUNITY POLICING**

The child seat unit installed 9 seats by appointment.

We sponsored the holiday cookie decorating event at the Ardsley High School and were assisted by the Ardsley SAYF Coalition.

Tony attended juvenile training which was offered from the State Juvenile Association

We participated and assisted with the Ardsley senior citizens luncheon at the Ardsley High School

We cosponsored the holiday tree lighting event with the recreation department and purchased gifts for the event

We participated in the Ardsley School District Security – Emergency Assessment Plan Meeting

We participated in the Ardsley High School Criminal Justice class presentation and demonstrations from the DA's Office, NYSP K-9 and Secret Service

We attended the Ardsley Senior Citizens holiday dinner event and purchased gifts for the event

### **Community Information**

Bank fraud continues to be an issue. Please make sure you check your bank statements.

We have had several reports of phone scams so be mindful of it. Many of these scams are explained on our website. If you have any questions, you can contact the police desk.

While we haven't experienced any home burglaries in the Village, many jurisdictions around us have. When you leave your house, lock your doors and use your alarm system if you have it. Lock your car doors and report any suspicious activity. The police department does keep a log of homes that are unoccupied such as vacationing residents or snowbirds. If you are one of them and you notify the department, an officer will check on your house while you are away and notify you if we see anything suspicious.

The Ardsley PBA participated in "No Shave November and December" and raised \$2,000.00.

The monies raised were donated to Debra of America. Information can be found at [www.debra.org/give](http://www.debra.org/give). And <https://vimeo.com/148107993>.

**LEGAL REPORT:** Village Attorney Ponzini stated there is nothing to report other than those items that he is working on with Village staff and he stated that he is available for an Executive Session.

Village of Ardsley  
Board of Trustees-January 6, 2020

## MANAGER'S REPORT 1/6/20

**TREASURER'S REPORT:** Village Manager, Meredith S. Robson read the Treasurer's Report for January 6, 2020:

- HOLIDAY SCHEDULE:** All Village Offices, including the Justice Court, the Library, the Community Center, and the Department of Public Works will be closed on Monday, January 20, 2020 in observance of Martin Luther King's birthday. There will be no refuse collection that day. There will be refuse collection for the entire village on Tuesday, January 21, 2020.
- OVERNIGHT PARKING PERMITS:** Residents are reminded to renew their overnight parking permits for 2020 with the Police Desk. For applications and information, kindly telephone the Police Desk at 693-1700 or visit our website at [www.ardsleyvillage.com](http://www.ardsleyvillage.com).
- ALARM PERMITS:** Residents are reminded to renew their alarm permits for 2020 with the Village Clerk. Any questions, please contact the Village Clerk at 914-693-1550.
- NEW HIRE:** I am pleased to announce that I have hired Charles Hessler as the new Confidential Secretary to the Village Manager, effective today, January 6, 2020. Charles earned his M.P.A. back in 2009 and is eager to begin his career in local government with us.

Ms. Robson stated the bills for the past two weeks totaled as follows: From the General Fund: \$178,136.71; from the Trust & Agency Fund: \$0.00 and from the Capital Fund: \$0.00.

**Trustee D'Emilio: RESOLVED,** that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$178,136.71 from the Trust & Agency Fund: \$0.00 and from the Capital Fund: \$0.00. **Seconded by Trustee Edelstein and passed unanimously.**

### MAYOR'S ANNOUNCEMENTS:

- I want to wish everybody a Healthy and Happy 2020.
- I want to thank all of the volunteer firefighters and everyone for going with Santa throughout the Village to wish everyone a Merry Christmas.

### COMMITTEE & BOARD REPORTS:

#### TRUSTEE DIJUSTO:

- I want to wish everyone a Happy New Year.

Village of Ardsley  
Board of Trustees-January 6, 2020

**TRUSTEE YAGER:**

- Absent

**TRUSTEE D'EMILIO:**

- The SAYF Coalition provided gingerbread cookie decorating kits to the high school and to the Community Center and they had Captain's Wines and Ardsley Pizzeria participate in a holiday prevention message campaign
- The library fundraiser is having an improve performance that is taking place on January 11, 2020 @8:00 P.M. It's a fundraiser for the Friends of the Ardsley Public Library.
- The Historical Society gave out its 2020 calendar
- It's the beginning of the membership year for the Historical Society

**TRUSTEE EDELSTEIN:**

- For the senior citizens, on Wednesday at noon is Bingo
- January 15<sup>th</sup> is the Senior Breakfast
- January 22<sup>nd</sup> is a Talk with the Village Manager on the census
- Zumba on the 29th
- Rec commission meeting at 5:00 next Tuesday
- The Multicultural Meeting is having their meeting on next Tuesday
- Also, on the 14<sup>th</sup> is the 2<sup>nd</sup> annual Lunar New Year Event

**VISITORS**

Armen Boyajian, 486 Ashford Avenue, Ardsley appeared to discuss underground wiring. Mr. Boyajian showed the Board a photo showing the above ground wiring in the Village.

Andrew Sidin, 6 Windsong, Ardsley appeared to raise an issue about the speed of the traffic on Windsong. Mr. Sidin asked if it is possible that a stop sign be placed on Windsong. Mr. Sidin also asked if the garbage cans can have the tops put down on them during inclement weather.

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. Consider a resolution to appoint Lorraine Kuhn to the Conservation and Environment Advisory Committee (CEAC)

**RESOLUTION TO APPOINT LORRAINE KUHN TO THE CONSERVATION AND ENVIRONMENT ADVISORY COMMITTEE (CEAC)**

Village of Ardsley  
Board of Trustees-January 6, 2020

**Trustee Edelstein:** RESOLVED, that the Mayor of the Village of Ardsley hereby makes the appointment of Lorraine Kuhn to the Conservation and Environment Advisory Committee (CEAC), effective through December 31, 2020. **Seconded by Trustee D’Emilio and passed unanimously.**

2. Resolution authorizing the Village Manager to sign a contract for legal counsel services with Robert Ponzini

**RESOLUTION AUTHORIZING MANAGER TO SIGN CONTRACT FOR LEGAL  
COUNSEL SERVICES WITH  
ROBERT PONZINI**

**Trustee DiJusto:** RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed contract for Legal Counsel Services with Robert Ponzini located at 1133 Westchester Avenue, White Plains, NY 10606 from January 1, 2020 through December 31, 2020. **Seconded by Trustee Edelstein and passed unanimously.**

3. Consider a resolution against anti-Semitism

**RESOLUTION AGAINST ANTI-SEMITISM**

**Trustee D’Emilio:** RESOLVED;

We, the elected leaders of the Village of Ardsley, NY are resolved on this day, January 6, 2020 to stand in solidarity with the people of Monsey, NY in rejecting in all forms of bigotry, hatred, anti-Semitism or discrimination of any kind. We are resolved to root out and fight any proliferation of hate in our Village, and to partner with neighboring towns, villages and communities everywhere across our great nation to fight hate and ensure all people are free to practice their faith and pursue the American dream in peace.

We are appalled by the anti-Semitic attack on our neighbors and are resolved that hate will have no home in our community or in any community in the United States of America. Our nation was founded on the principles of religious freedom and the right of all people to life, liberty and the pursuit of happiness. Our Village will make every effort to ensure that our community is one where all people are welcome and included and where all faiths and traditions are respected. We are resolved to respect and support one another as a community. We welcome and encourage other communities to join this resolution and to join forces in ensuring that the vile history of anti-Semitism here and around the world, ends now and ends here. We are resolved to do everything in our power to ensure the horrifying events that happened this past week in our neighboring community never happen anywhere ever again.

Village of Ardsley  
Board of Trustees-January 6, 2020

Signed,

The Village Board of Ardsley NY

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

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

**IX. ANNOUNCEMENTS**  
**January 7, 2020 – Board of Architectural Review Meeting**  
**January 13, 2020 – Planning Board Meeting**  
**January 20, 2020 – Village Offices closed – Martin Luther King Jr. Day**  
**January 21, 2020 - Board of Architectural Review Meeting**  
**January 21, 2020 – Board of Trustees Meeting**

**X. ADJOURNMENT OF MEETING**

**Trustee Edelstein: RESOLVED**, that the Village Board of the Village of Ardsley hereby adjourns the regular meeting of Monday, January 6, 2020 at 8:24 p.m. **Seconded by Trustee DiJusto and passed unanimously.**

**XI. NEXT VILLAGE BOARD MEETING: Tuesday, January 21, 2020 at 8:00 p.m.**

Respectfully submitted,

Donna Fusco  
Recording Secretary

Village of Ardsley  
Board of Trustees-January 6, 2020



## MANAGER'S REPORT 1/21/2020

1. **OVERNIGHT PARKING PERMITS:** Residents are reminded to renew their overnight parking permits for 2020 with the Police Desk. For applications and information, kindly telephone the Police Desk at 693-1700.
2. **ALARM PERMITS:** Residents are reminded to renew their alarm permits for 2020 with the Village Clerk. Any questions, please contact either the Police Department at 914-693-1700 or the Village Clerk at 914-693-1550.
3. **SCHOOL TAX:** Village residents are reminded that the second installment of the School tax is due by January 31. For those of you who like to pay in person at the last minute, please remember not to bring your payments to Ardsley Village Hall. Bring them directly to Greenburgh Town Hall which is located at 177 Hillside Avenue. Should you have any questions, please telephone the Town Tax Receiver's Office at 989-1550.
4. **2020-2021 BUDGET:** The budget process has begun! I have given the department heads their budget request packets and we are all beginning to work through these and get estimates put together on capital items.
5. **FINANCIAL SOFTWARE IMPLEMENTATION:** As I have previously mentioned, we are in the early stages of implementing our new financial software package. There are a few bumps along the way, as expected, but for the most part it seems to be going fairly well. Patience is a virtue as we go through this change! My thanks to our Village Treasurer, Leslie Tillotson, and our Accounts Payable Clerk, Theresa DelGrosso, who have borne the brunt of the switch and to our department heads and other staff who are working hard to get familiar with the new system.

January 17, 2020  
04:19 PM

Ardsley Village  
Purchase Order Listing By P.O. Number

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P.O. Type: All  
 Range: First to Last  
 Format: Condensed  
 Include Non-Budgeted: Y  
 Open: N Paid: Y Void: N  
 Rcvd: Y Held: N Aprv: Y  
 Bid: Y State: Y Other: Y Exempt: Y  
 First Enc Date Range: 01/13/20 to 05/31/20  
 Prior Year Only: N

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
00009040	01/13/20	JAMES005	JAMES J HAHN ENGINEERING PC	Pascone Park Tennis Court	Open	345.00	0.00
00009077	01/13/20	JAMES005	JAMES J HAHN ENGINEERING PC	heatherdell rd sidewalk improv	Open	230.00	0.00
00009355	01/13/20	MALON005	GEORGE MALONE	Cable access director service	Open	1,582.90	0.00
00009640	01/13/20	JAMES005	JAMES J HAHN ENGINEERING PC	2019 Milling & Paving	Open	862.50	0.00
00009651	01/13/20	JAMES005	JAMES J HAHN ENGINEERING PC	Heatherdell Fence & Slope	Open	2,538.75	0.00
00009691	01/13/20	TOTAL015	TOTAL SECURITY SOLUTIONS	Security window	Open	2,746.00	0.00
00009760	01/13/20	SCHUN010	RINA SCHUNK	Media Services	Open	100.00	0.00
00009797	01/13/20	BRUNI005	BRUNI & CAMPISI INC	Service Community Center	Open	1,002.75	0.00
00009798	01/14/20	PARKV005	PARKVIEW SPORTS INC	Youth Basketball Tee Shirts	Open	765.00	0.00
00009823	01/13/20	ASCAP010	ASCAP	Special Events License	Open	363.00	0.00
20-00001	01/16/20	DUNCA010	DUNCAN PARKING TECHNOLOGIES IN	Parking meter charges	Open	663.00	0.00
20-00002	01/16/20	CHEVR010	CURRY CHEVROLET	w-Linkage invoice 134448	Open	63.10	0.00
20-00003	01/16/20	GABRI005	GABRIELLI TRUCK SALES LTD	Door stop, clevis pin,11613348	Open	37.60	0.00
20-00004	01/16/20	ALEXA005	ALEX AUTO GLASS	Windshield Repair #1940	Open	150.00	0.00
20-00005	01/16/20	SNAP005	SNAP-ON TOOLS	Shop Drill Press 11241954017	Open	1,532.78	0.00
20-00006	01/16/20	PARTS005	PARTS AUTHORITY	Auto Parts & Supplies 309-0074	Open	68.36	0.00
20-00007	01/16/20	WESTP005	WEST PAYMENT CENTER .	Information Charges 841581805	Open	231.00	0.00
20-00008	01/16/20	RIVER005	THE RIVERTOWNS ENTERPRISE	1/7/20 Publication #02-20	Open	7.74	0.00
20-00009	01/16/20	ICCN005	ICC, INC.	ICC Annual membership LTomasso	Open	135.00	0.00
20-00010	01/16/20	CDWG005	CDW GOVERNMENT	VPN License for Remote Users	Open	922.10	0.00
20-00011	01/16/20	AWARD005	AWARD COMPANY OF AMERICA	plaque purchase 34586	Open	50.00	0.00
20-00012	01/16/20	BRUNI005	BRUNI & CAMPISI INC	new gas valve, labor	Open	1,523.00	0.00
20-00013	01/16/20	A1COM005	A1 COMPUTER SERVICES INC.	Monthly IT Services	Open	2,047.50	0.00
20-00014	01/16/20	CENTR005	CENTRAL AVE CHRYSLER JEEP	Hose car 94	Open	14.88	0.00
20-00015	01/16/20	PICCO010	DAVID PICCOLINO	Uniform supplies	Open	216.21	0.00
20-00016	01/16/20	NEXIS005	LEXIS NEXIS	Graybook	Open	147.00	0.00
20-00017	01/16/20	ARDSL010	ARDSLEY MOTORS	Inspection car 97	Open	37.00	0.00
20-00018	01/16/20	CARDM005	CARDMEMBER SERVICE	NYSOCOP dues	Open	150.00	0.00
20-00019	01/16/20	OPTIM020	OPTIMUM	PHONE BILL	Open	29.95	0.00
20-00020	01/16/20	PARTS005	PARTS AUTHORITY	PARTS 2011	Open	35.42	0.00
20-00021	01/16/20	PARTS005	PARTS AUTHORITY	PARTS 2011	Open	51.60	0.00
20-00022	01/16/20	READE005	READERS HARDWARE INC	SUPPLIES	Open	33.30	0.00
20-00024	01/16/20	HOYPL005	HOY PLUMBING INC.	replaced vacuum breaker	Open	188.15	0.00
20-00025	01/16/20	METRO025	METROCOM WIRELESS	PAGER BATTERIES	Open	75.00	0.00
20-00026	01/16/20	THYSS005	THYSSENKRUMP ELEVATOR CORP	ELEVATOR REPAIR	Open	723.53	0.00
20-00027	01/16/20	GRAIN005	GRAINGER	CEILING TILES	Open	320.76	0.00
20-00028	01/16/20	REDHA005	RED HAWK FIRE & SECURITY	FIREHOUSE ALARM	Open	375.83	0.00
V2000002	01/14/20	AKRAM005	HAFIZ AKRAM	Hours worked for 1/6 & 1/14/20	Open	402.11	0.00
V2000003	01/15/20	OPTIM030	OPTIMUM	07869976631015 1/8/19-2/7/19	Open	153.57	0.00
V2000004	01/15/20	OPTIM015	OPTIMUM	07869931816016 1/8/20-2/7/20	Open	205.30	0.00
V2000005	01/15/20	OPTIM005	OPTIMUM	07869931818012 1/8/20-2/7/20	Open	120.16	0.00
V2000006	01/15/20	XEROX030	XEROX CORPORATION	inv099013690 11/30/19-12/27/19	Open	165.10	0.00
V2000007	01/15/20	XEROX025	XEROX CORPORATION	099013692 11/21/19-12/21/19	Open	183.32	0.00
V2000008	01/15/20	XEROX015	XEROX CORPORATION	inv099013691 11/27/19-12/20/19	Open	64.02	0.00
V2000009	01/15/20	XEROX010	XEROX CORPORATION	inv099013689 11/21/19-12/21/19	Open	181.75	0.00
V2000010	01/15/20	VERIZ045	VERIZON	#914-693-8298 1/2/20-2/1/20	Open	63.30	0.00
V2000011	01/15/20	VERIZ120	VERIZON	914N530375275 12/28/19-1/27/20	Open	191.16	0.00
V2000012	01/15/20	VERIZ100	VERIZON	950429517000106 12/24/19	Open	3.32	0.00
V2000013	01/16/20	SUEZW040	SUEZ WATER WESTCHESTER DISTRIC	05309674330000 12/6/19-1/6/20	Open	28.14	0.00

January 17, 2020  
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Ardley Village  
Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
V2000014	01/16/20	PARKW005	PARKWAY PEST SERVICES Invoice 803579	Open	150.00	0.00	
V2000015	01/16/20	DIGSA005	DIG SAFELY NEW YORK INC dig notifications # 19120821	Open	2.00	0.00	
V2000016	01/16/20	NYSEM005	NYS EMPLOYEES HEALTH INS February health insurance	Open	130,242.27	0.00	
V2000017	01/16/20	CABLE020	CABLEVISION LIGHTPATH INC. inv 100243618 12/1/19-12/31/19	Open	2,278.63	0.00	
V2000018	01/16/20	EDISO040	CON EDISON service for 11/30/19-12/31/19	Open	289.06	0.00	
V2000019	01/16/20	EXTER005	ACME EXTERMINATING january service inv 454425	Open	69.66	0.00	
V2000020	01/16/20	TOLLS005	TOLLS BY MAIL PAYMENT CENTER Bill# 17365311328	Open	63.00	0.00	
V2000021	01/16/20	AMERIO10	AMERITAS LIFE INSURANCE CORP for January 2020 026-201693	Open	6,447.53	0.00	
V2000022	01/16/20	VILLA050	VILLAGE OF DOBBS FERRY Gas & Diesel for 1/2020	Open	4,606.49	0.00	
V2000023	01/16/20	VILLA050	VILLAGE OF DOBBS FERRY Gas usage for December 2019	Open	1,393.20	0.00	
V2000024	01/16/20	VILLA050	VILLAGE OF DOBBS FERRY Gas and Diesel for December 20	Open	938.35	0.00	
V2000025	01/17/20	SAMSC005	SAM'S CLUB/SYNCHRONY BANK 1/8/20 statement senior activi	Open	85.87	0.00	
V2000026	01/17/20	CARDM005	CARDMEMBER SERVICE Various charges January statem	Open	1,189.85	0.00	
V2000027	01/17/20	SUEZW020	SUEZ WATER WESTCHESTER DIST. 1 for 12/6/19-1/6/20	Open	100.00	0.00	
V2000028	01/17/20	SUEZW005	SUEZ WATER WESTCHESTER DIST. 1 05300917230000 12/6/19-1/6/20	Open	100.08	0.00	
V2000029	01/17/20	SUEZW025	SUEZ WATER WESTCHESTER DIST. 1 05304811430000 12/6/19-1/6/20	Open	95.69	0.00	
V2000030	01/17/20	SUEZW040	SUEZ WATER WESTCHESTER DISTRIC 05309793330000 12/6/19-1/6/20	Open	100.08	0.00	
V2000031	01/17/20	SUEZW035	SUEZ WATER WESTCHESTER DISTRIC 05304921430000 12/6/19-1/6/20	Open	202.04	0.00	
V2000032	01/17/20	SUEZW040	SUEZ WATER WESTCHESTER DISTRIC 05308821430000 12/6/19-1/6/20	Open	61.54	0.00	
V2000033	01/17/20	EDISO030	CON EDISON 590906276613001 12/10/19-1/9/2	Open	2,057.37	0.00	
V2000034	01/17/20	EDISO020	CON EDISON 590906276621004 12/10/19-1/9/2	Open	759.21	0.00	
V2000035	01/17/20	EDISO025	CON EDISON 590906276702002 12/10/19-1/9/2	Open	948.88	0.00	
V2000036	01/17/20	VERIZ085	VERIZON 914-693-3494 1/4/20-2/3/20	Open	47.72	0.00	
V2000037	01/17/20	WBMAS005	W.B. MASON CO. INC. 206530223, 206637584	Open	75.30	0.00	
V2000039	01/17/20	NEWY0015	NEW YORK LIFE LOSAP Insurance	Open	3,929.90	0.00	
V2000040	01/17/20	STECI005	STECICH MURPHY & LAMMERS LLP December Court Appearance	Open	821.00	0.00	
V2000041	01/17/20	BOWES010	PITNEY BOWES Oct 25-Jan 24 lease pmt	Open	297.00	0.00	
V2000042	01/17/20	EDISO045	CON EDISON 511740043000010 12/11/19-1/13/	Open	35.99	0.00	
Total Purchase Orders: 77 Total P.O. Line Items: 0 Total List Amount: 179,514.67 Total Void Amount: 0.00							

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	0-A	174,540.25	0.00	0.00	174,540.25
TRUST FUND	0-TE	0.00	0.00	4,399.42	4,399.42
	Year Total:	174,540.25	0.00	4,399.42	178,939.67
CAPITAL	X-H	575.00	0.00	0.00	575.00
Total of All Funds:		175,115.25	0.00	4,399.42	179,514.67

January 17, 2020  
04:19 PM

Ardsley Village  
Purchase Order Listing By P.O. Number

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Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	A	174,540.25	0.00	0.00	174,540.25
CAPITAL	H	575.00	0.00	0.00	575.00
TRUST FUND	TE	0.00	0.00	4,399.42	4,399.42
Total of All Funds:		<u>175,115.25</u>	<u>0.00</u>	<u>4,399.42</u>	<u>179,514.67</u>

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

	<u>Current Fiscal Year</u> <u>December</u>		<u>Prior Fiscal Year</u> <u>December</u>		<u>Fiscal Year To Date</u>		<u>Fiscal Year</u> <u>Budget</u>		<u>Prior Fiscal Year to Date</u>	
	#	\$ Amount	#	\$ Amount	#	\$ Amount	#	\$ Amount	#	\$ Amount
BUILDING PERMITS	5	1,925.00	10	6,810.00	88	58,360.00	125,000.00	91	89,682.00	
APPLICATION FEES	3	150.00	6	375.00	82	5,325.00	-	89	5,325.00	
C/O'S	13	220.00	9	285.00	121	2,375.00	-	88	2,130.00	
PLUMBING PERMITS	7	1,096.00	7	970.00	64	9,231.00	13,000.00	54	15,506.00	
ELECTRICAL PERMITS	4	810.00	3	225.00	47	5,460.00	7,000.00	48	5,520.00	
TITLE SEARCH & COMPLIANCE LETTER	7	309.50	3	176.00	63	3,272.75	-	52	2,907.25	
MISC FEES	1	5.00	1	500.00	5	3,835.00	-	7	1,442.50	
<b>TOTALS</b>	<b>40</b>	<b>\$ 4,515.50</b>	<b>39</b>	<b>\$ 9,341.00</b>	<b>470</b>	<b>\$ 87,858.75</b>	<b>\$ 145,000.00</b>	<b>429</b>	<b>\$ 122,512.75</b>	
BUILDING INSPECTIONS PERFORMED	41		42		596			509		
ZONING INSPECTIONS PERFORMED	10		7		126			104		
FIRE INSPECTIONS PERFORMED	0		1		7			11		
VIOLATION NOTICES ISSUED	0		2		46			46		
WARNING NOTICES ISSUED	1		3		35			21		
APPEARANCE TICKETS ISSUED	0		0		0			0		

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

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



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

12/30/2019

## MONTHLY BUILDING PERMIT REPORT

From: 12/1/2019 To: 12/31/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2019-6992	12/5/2019	RESIDENTIAL ALTERATI Renovate the kitchen. Install new tiles and plumbing fixtures in the bathrooms.	6.80-68-39.1	35 JUDSON AVE	JLT TEAM LLC	\$500.00
2019-6993	12/5/2019	TANK Abandon a 1,000 gallon underground fuel oil storage tank.	6.90-90-11	14 CROSS RD	SEITENBACH, RONALD & LORI	\$60.00
2019-6994	12/12/2019	ROOF/SIDING Install new siding materials as per the approved specifications.	6.20-4-60	1 TAPPAN TER	PENCE, RYAN & DEBORAH	\$125.00
2019-6995	12/12/2019	RESIDENTIAL ALTERATI Renovate the existing finished basement and replace the half bath fixtures.	6.60-36-15	101 HUNTLEY DR	MURALI, PAVANKUMAR & BOO	\$1200.00
2019-6996	12/23/2019	TANK Install a new 275 gallon above ground fuel oil storage tank in the garage.	6.80-68-39.1	35 JUDSON AVE	JLT TEAM LLC	\$40.00



Village of Ardsley  
507 Ashford Avenue  
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12/30/2019

**MONTHLY BUILDING PERMIT REPORT TOTALS**

From: 12/1/2019 To: 12/31/2019

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
RESIDENTIAL ALTERATION/RENOVATION	2	\$1700.00
ROOF/SIDING	1	\$125.00
TANK	2	\$100.00
<b>Total Permits:</b>	<b>5</b>	<b>\$1,925.00</b>





Village of Ardsley  
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12/30/2019

**MONTHLY PERMIT APPLICATION REPORT**

From: 12/1/2019 To: 12/31/2019

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2019-142	12/5/2019	TANK	6.90-90-11	SEITENBACH, RONALD & LORI	14 CROSS RD	2450.00	75.00
2019-143	12/12/2019	ROOF/SIDING	6.20-4-60	PENCE, RYAN & DEBORAH	1 TAPPAN TER	18250.00	
2019-144	12/23/2019	TANK	6.80-68-39.1	JLT TEAM LLC	35 JUDSON AVE	1800.00	75.00



Village of Ardsley  
 507 Ashford Avenue  
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12/30/2019

**MONTHLY PERMIT APPLICATION REPORT TOTALS**

From: 12/1/2019 To: 12/31/2019

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
ROOF/SIDING	1	\$0.00	\$18,250.00
TANK	2	\$150.00	\$4,250.00
<b>Total:</b>	<b>3</b>	<b>\$150.00</b>	<b>\$22,500.00</b>



Village of Ardsley  
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12/30/2019

## CERTIFICATE REPORT

From: 12/1/2019 To: 12/31/2019

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2019-5168	12/9/2019	CL	6.90-89-22	BERNSTEIN, NEIL S & A	5 ABINGTON AVE	\$0.00
2019-5169	12/11/2019	CL	6.30-14-42	GHAI, DEEPALI	17 DELLWOOD LN	\$0.00
2019-5170	12/11/2019	CC	6.30-14-42	GHAI, DEEPALI	17 DELLWOOD LN	\$25.00
2019-5171	12/11/2019	CO	6.80-56-32	WEINMAN, MARC A. & JI	16 WESTERN DR	\$45.00
2019-5172	12/11/2019	CC	6.20-4-18	CHONG, DAVID & SUSA	9 CONCORD RD	\$25.00
2019-5173	12/11/2019	CO	6.90-87-8	MJD CONTRACTING CO	18 ABINGTON AVE	\$25.00
2019-5174	12/11/2019	CO	6.90-87-8	MJD CONTRACTING CO	18 ABINGTON AVE	\$25.00
2019-5176	12/12/2019	CC	6.60-38-7	MALONE, GARY J & KAT	1 DELL LN	\$0.00
2019-5177	12/19/2019	CO	6.60-38-43	VERRINO, SCOTT	60 EASTERN DR	\$50.00
2019-5178	12/19/2019	CL	6.60-38-43	VERRINO, SCOTT	60 EASTERN DR	\$0.00
2019-5179	12/19/2019	CC	6.70-48-9	SCOTT, KEVIN	561 ALMENA AVE	\$25.00
2019-5180	12/19/2019	CL	6.90-90-11	SEITENBACH, RONALD	14 CROSS RD	\$0.00
2019-5181	12/19/2019	CL	6.90-90-11	SEITENBACH, RONALD	14 CROSS RD	\$0.00



Village of Ardsley  
507 Ashford Avenue  
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12/30/2019

### CERTIFICATE REPORT- TOTALS

From: 12/1/2019 To: 12/31/2019

Certificate Type	Count	Fees
CC	4	\$75.00
CL	5	\$0.00
CO	4	\$145.00
<b>Total: 13</b>		<b>\$220.00</b>



Village of Ardsley  
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12/30/2019

## MONTHLY PLUMBING PERMIT REPORT

From: 12/1/2019 To: 12/31/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2019-1681	12/5/2019	FIRE SUPPRESSION	6.80-55-1.3	20 FAIRMONT AVE	FAIRMONT ARDSLEY LLC	\$183.00
P-2019-1682	12/12/2019	HVAC	6.110-96-3	64 BRAMBLE BROOK RD	MALKIN, PETER & NANCY	\$50.00
P-2019-1683	12/18/2019	PLUMBING PERMIT	6.20-3-50	4 MILL CT	NEIMAN, DANIEL & GLANZMZ	\$125.00
P-2019-1684	12/18/2019	PLUMBING PERMIT	6.80-56-7	23 ORLANDO AVE	SOMMERFIELD, LELAND & CA	\$250.00
P-2019-1685	12/18/2019	PLUMBING PERMIT	6.80-68-39.1	35 JUDDSON AVE	JLT TEAM LLC	\$155.00
P-2019-1686	12/18/2019	FIRE SUPPRESSION	6.20-3-4	901-935 SAW MILL RIVER RD	ARDSLEY MALL INC	\$258.00
P-2019-1687	12/30/2019	GAS	6.80-59-2..24	520 ASHFORD AVE UNIT 24	MASTERS, ETHEL	\$75.00



Village of Ardsley  
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12/30/2019

## MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 12/1/2019 To: 12/31/2019

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
FIRE SUPPRESSION	2	\$441.00
GAS	1	\$75.00
HVAC	1	\$50.00
PLUMBING PERMIT	3	\$530.00
<b>Total Permits:</b>	<b>7</b>	<b>Total Fees: \$1096.00</b>



Village of Ardsley  
 507 Ashford Avenue  
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12/30/2019

## MONTHLY ELECTRICAL PERMIT REPORT

From: 12/1/2019 To: 12/31/2019

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2019-1394	12/5/2019	ELECTRICAL PERMIT	6.80-55-1.3	20 FAIRMONT AVE	\$330.00
E-2019-1395	12/5/2019	ELECTRICAL PERMIT	6.80-55-1.2	23 FAIRMONT AVE	\$330.00
E-2019-1396	12/5/2019	ELECTRICAL PERMIT	6.80-68-39.1	35 JUDSON AVE	\$75.00
E-2019-1397	12/12/2019	ELECTRICAL PERMIT	6.60-36-15	101 HUNTLEY DR	\$75.00

12/30/2019

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



**MONTHLY ELECTRICAL PERMIT REPORT TOTALS**

From: 12/1/2019 To: 12/31/2019

Permit Type	Count	Fees
ELECTRICAL PERMIT	4	\$810.00
<b>Total Permits:</b>	<b>4</b>	<b>\$810.00</b>



# ARDSLEY FIRE DEPARTMENT

505 Ashford Avenue  
Ardsley, New York 10502

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



**Office of the Fire Chief  
Division of Fire Prevention**

To: Ardsley Village Board  
From: Chief Patrick Lindsay  
RE: Activity Report December 2019

The Following is a summary of Fire Department activities for December 2019:

12/7/19- Attended Annual tree Lighting Ceremony

12/11/19-Chief Murray attended Ardsley Schools Safety Committee Meeting

12/11/19-Chiefs Lindsay and Murray attended Battalion 14 Holiday Party

12/24/19-Members participated in annual Santa Ride.

12/29/19-Ex-Chief Coulehan attended function at North Massapequa Fire Department with Westchester County Chief's Association.

31 Calls for Month

Training Report see attached

Respectfully Submitted,

  
Patrick Lindsay  
Chief of Department

DATE	TIME	ALARM #	LOCATION	TYPE
12/1/19	2:14	19-00294	New York State Thruway SB 10.3	Good Intent
12/1/19	17:37	19-00295	2 Lawrence St	False Unintentional (Cooking)
12/4/19	14:49	19-00296	12 Lincoln Ave	False Unintentional (Fire Drill)
12/4/19	17:57	19-00297	290 Sprain Rd	False Unintentional (Cooking)
12/6/19	2:57	19-00298	79 Boulder Ridge Rd	Service Call (smoke odor)
12/6/19	22:44	19-00299	2 Concord Rd	False Malfunction
12/7/19	3:56	19-00300	33 Western Dr	False Malfunction
12/8/19	10:03	19-00301	38 Riverview Ave	False Malfunction
12/8/19	22:50	19-00302	87 Main St Hastings	Mutal Aid (Ladder)
12/14/19	20:16	19-00303	2 Lawrence St	False Malfunction
12/14/19	20:25	19-00304	31 Old Mill La	Service Call (smoke odor)
12/15/19	16:35	19-00305	37 Sheffield Ct	False Unintentional (Cooking)
12/16/19	10:04	19-00306	79 Heatherdell Rd	Hazardous Condition (Gas Leak)
12/17/19	17:19	19-00307	Ardsley Rd / Sprain Rd	Tree Down (Wrong Location)
12/17/19	18:49	19-00308	61 Boulder Ridge Rd	False Malfunction
12/18/19	14:53	19-00309	585 Ashford Ave	False Malfunction (CO)
12/20/19	19:13	19-00310	2 Sylvia Ave	False Unintentional (Cooking)
12/21/19	3:01	19-00311	New York State Thruway SB 7.2	MVA
12/22/19	8:11	19-00312	New York Satet Thruway Rest Area	False Unintentional
12/22/19	14:18	19-00313	1 High Street	Hazardous Condition (Wires Burning)
12/23/19	11:46	19-00314	1017 Saw Mill River Rd	Service Call (water condition)
12/23/19	19:10	19-00315	29 Conccord Rd	False Unintentional (Cooking)
12/24/19	12:54	19-00316	588 Ashford Ave	False Unintentional (Cooking)
12/24/19	16:18	19-00317	33 Western Dr	False Malfunction
12/25/19	1:30	19-00318	582 Walburton Ave Hastings	Mutal Aid (Ladder)
12/27/19	19:51	19-00319	22 Hidden Glen Rd	Hazardous Condition (Gas Odor)
12/28/19	12:00	19-00320	57 Boulder Ridge Rd	Hazardous Condition (Gas Odor)
12/28/19	16:51	19-00321	New York Satet Thruway NB MM 9.2	MVA (Rollover)
12/30/19	14:20	19-00322	51 Eastern Dr.	Hazardous Condition (Wires Down)
12/31/19	10:15	19-00323	New York State Thruway NB MM 10.4	MVA
12/31/19	22:22	19-00324	9 Fraydun La	False Unintentional (Smoke Machine)

Total Calls 31

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 - DECEMBER 2019**

### **DECEMBER 05TH 2019**

FIREHOUSE MAINTENANCE - HOLIDAY DECORATIONS

**Training Hrs. 26.0, 13 Member's Present**

### **DECEMBER 12th 2019**

MASK CONFIDENCE DRILL AT THE FIREHOUSE

**Training Hrs. 24.0, 12 Member's Present**

### **DECEMBER 19TH Monthly Drill**

MAINTENANCE DRILL SQUARE AWAY APPARATUS – HOLIDAY PARTY

**Training Hrs. 70.0, 35 Member's Present**

### **DECEMBER 26th 2019**

NO DRILL. FOR THE HOLIDAYS

New York State Classes:

Online Training McNeil & Company E-Learning:

# ARDSLEY FIRE DEPARTMENT

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



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

Training: 24.00 Hours  
Inspection: 00.0 Hours  
Maintenance: 96.0 Hours  
New York State Training: 00:00 Hours  
Online Training McNeil & Company E-Learning: 000.0 Hours  
Other Training: 00:00Hrs.  
Total: 120.00 Hours

Respectfully Submitted,

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

Robert J. Mancini  
2nd Assistant Chief



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



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

*INCORPORATED 1896*

*Municipal Building*  
*507 Ashford Ave*  
*Ardsey NY 10502*

*WESTCHESTER COUNTY*

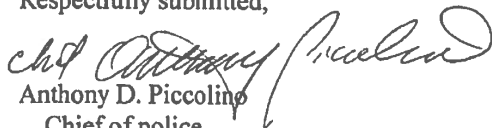
**Monthly Report December – 2019**

Property lost or stolen -\$ 15,670.00  
Property Recovered---- \$  
Court fines and fees --- \$ 36,589.00  
Alarm fines and fees--- \$ 5,490.00  
Meter collection-----\$ 2,581.15

UTT summonses issued---- 16  
Parking summonses issued- 121  
Appearance tickets issued— 3  
Total summonses issued----- 140

**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

**DECEMBER EVENTS 2019**

**Training**

Total training for the month of December-----64 hrs

The training consisted of SWAT, interrogation techniques and juvenile justice.

**COMMUNITY POLICING**

The child seat unit installed 9 seats by appointment.

We sponsored the holiday cookie decorating event at the Ardsley high school and were assisted by the Ardsley SAYF coalition

Tony attended juvenile training, which was offered from the state juvenile assoc.

We participated and assisted with the Ardsley senior citizens luncheon at the Ardsley High School.

We cosponsored the holiday tree lighting event with the recreation department and purchased gifts for the event

We participated in the Ardsley school district security - emergency assessment plan meeting

We participated in the Ardsley High School criminal justice class presentations and demonstrations from the DA's office, NYS k-9 and secret service.

We attended the Ardsley senior citizens holiday dinner event and purchased gifts for the event

## **Community information**

Bank fraud continues to be an issue. Please make sure you check your bank statements.

We have had several reports of phone scams so be mindful of it. Many of these scams are explained on our web site. If you have any questions, you can contact the police desk.

While we haven't experienced any home burglaries in the village, many jurisdictions around us have. When you leave your house lock your doors and use your alarm system if you have it. Lock your car doors and report any suspicious activity. The police department does keep a log of homes that are unoccupied such as vacationing residents or snowbirds. If you are one of them and you notify the department an officer will check on your house while you are away and notify you if we see anything suspicious.

The Ardsley PBA participated in "No Shave November and December" and raised \$2000.00. The monies raised were donated to Debra of America. Information can be found at [www.debra.org/give](http://www.debra.org/give) . and <https://vimeo.com/148107993>.

**RESOLUTION TO CONFIRM HEALTH BENEFIT ELIGIBILITY**

RESOLVED, that the Village Board of the Village of Ardsley hereby confirms the existing practice of providing health benefit coverage eligibility to full time employees only.



**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN  
AGREEMENT WITH SUEZ WATER WESTCHESTER INC. FOR WATER  
USAGE DATA SHARING & SECURITY**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with SUEZ Water Westchester Inc. located at 2525 Palmer Avenue, New Rochelle, New York 10801 for water usage data sharing and security effective January 21, 2020.

**WATER USAGE  
DATA SHARING  
AND SECURITY  
AGREEMENT**

**THIS WATER USAGE DATA SHARING AND SECURITY AGREEMENT**, (this “Agreement”) is made as of this \_\_\_ day \_\_\_\_\_, 2019 between SUEZ Water Westchester Inc. a corporation of the State of New York, with its principal office at 2525 Palmer Avenue, New Rochelle, New York 10801 (hereinafter called “SWWC”) and Village of Ardsley (“Municipality”) with offices at 507 Ashford Ave, Ardsley, NY 10502 and together with SWWC the (“Parties” and each, individually, a “Party”).

### **RECITALS**

WHEREAS, upon request by a municipality and pursuant to subsection 6 of the Section 89-b of the Public Service Law, a water works corporation shall provide property water usage data by property address (the “Data” as defined more fully below) to such municipality where:

- (a) such municipality is within the service territory of such water works corporation;
- (b) such Data shall only be used for municipal purposes related to the financing of clean, storm or drinking water infrastructure projects and service; and
- (c) the provision of such Data shall be pursuant to a written agreement between the water works corporation and the municipality which adequately provides for customer privacy safeguards and is approved by the New York State Public Service Commission (the “Commission”); and

WHEREAS, Municipality has requested that SWWC, a water works corporation, provide the Data for SWWC customers residing in the Municipality; and

WHEREAS, Municipality is within the service territory of SWWC; and

WHEREAS, Municipality shall use the Data solely for the calculation of assessments or bills for municipal services for which water usage is a relevant indicator of the cost of such municipal services, such as those related to the financing of clean, storm or drinking water infrastructure projects and operation; and

WHEREAS, Municipality agrees that the Data shall not be sold or shared with any other person or corporation, except as set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to establish, among other things, the full scope of the Parties’ obligations relating to the provision of the Data and of confidentiality with respect to the Data.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**A. Customer Data Transfer**

1. SWWC shall designate by address each water service customer that is also a sanitary sewer service customer of Ardsley, Bronxville, Dobbs Ferry, Eastchester, Greenburgh, Hastings on Hudson, New Rochelle, Pelham, Pelham Manor, Tuckahoe, Port Chester, Rye and Rye Brook.
2. SWWC shall provide to Municipality or such designated third party contractor or subcontractor, by the 20th of each month the following data for each customer identified in paragraph A(1) herein if available to SWWC:

- a. Meter reading and meter number for current month,  
UW Bill Cycle  
City  
Account Number  
Account Holder Phone 1  
Service Address Mailing Address  
Premise ID  
Badge Number  
Register Read  
Consumption Days  
Revenue Class Code  
Service Quantity  
UOM  
Block Lot  
Rate Code  
Actual/Estimate  
Start Date  
End Date  
Service Type

This list is not meant to be exhaustive and may be changed from time to time by written consent of all parties.

- b. For purposes of this Agreement, the information to be provided pursuant to Sections A(1)-(2) herein is referred to as the "Data".

3. SWWC shall provide the data for free to the Municipality as long as the data is submitted in the format used by SWWC in its billing system as of the execution of this agreement. The parties to this Agreement hereby agree that the intention is for SWWC to provide the data for all of its water service customers that are also sewer service customers of the following municipalities: Ardsley, Bronxville, Dobbs Ferry, Eastchester, Greenburgh, Hastings on Hudson, New Rochelle, Pelham, Pelham Manor, Tuckahoe, Port Chester,

Rye and Rye Brook. To the extent SWWC is required to parse out and provide the data for the Municipality individually, a cost will be associated with that service. SWWC shall bill the Municipality on a monthly basis for the services provided at a reasonable rate to be agreed upon by the Parties.

4. Such water usage Data shall be provided by SWWC to the Municipality or their designated third party contractor or subcontractor(s) in a manner that is easily readable and compatible with Microsoft Excel or such other mutually agreed upon commercially available billing software. The Municipality agrees to take all reasonable precaution to protect the Data during transmission and at rest. Municipality ensures that it has in place adequate safeguards for the protection of the Data.
5. Use of any contractor or subcontractor(s) by Municipality shall be awarded through a request for proposals (RFP). The RFP shall include terms providing equivalent protections in relation to the Data as those set out in this Agreement and shall abide by all applicable state procurement laws. Additionally, the municipality shall notify Suez of the winning bid. The Wining bidder must be in good standing with NYS regulators if any apply.

**B. Confidentiality.**

1. Consistent with the provisions of Public Service Law Section 89(b)(6) Municipality shall:  
(a) hold all Data in the strictest confidence; except as otherwise expressly permitted by paragraph C herein; (b) not disclose Data to any other person or entity unless such persons or entities agree, in writing, to protect and secure Data in at least as protective a manner as set forth herein and only to achieve the same purposes authorized by this Agreement; (c) not use the Data other than for the services defined in the Recitals as authorized by this Agreement; (d) otherwise use at least the same degree of care to avoid publication or dissemination of the Data as the Party employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care.
2. Use of the Data for any purpose other than as allowed by this Agreement by Municipality or any of its agents or employees shall require SWWC's prior written consent. Municipality shall not disclose the Data to any person, except it may disclose to its employees, agents and sewer service customers who require access to such information consistent with the purposes of Public Service Law Section 89(b)(6) and this Paragraph B. Before disclosing Data to its employees or agents, Municipality must inform employees or agents of the confidential nature thereof and Municipality's obligations under this Agreement. Municipality shall be responsible for the use or disclosure of Data by any of its employees or agents and shall indemnify SWWC with respect to all losses, claims and damages asserted by any SWWC customer as a result of a disclosure of Data made by Municipality or any of its employees or agents that is contrary to the terms of this Agreement.

**C. Exceptions Allowing Disclosure of the Data**

1. Consistent with the provisions of Public Service Law Section 89(b)(6) and notwithstanding the provisions of paragraph B(1) the Parties may disclose Data to contractors or subcontractors who have a legitimate need to know or use such Data for the sole and limited purposes of providing services and/or carrying out the obligations set forth under this Agreement, provided that the contractor or subcontractor:
  - a. is advised by the disclosing Party of the confidential nature of the Data; and
  - b. agrees in writing to protect and secure Data in accordance with this Agreement. A copy of such written agreement with the contractor or subcontractor shall be made available to the Parties upon request. Notwithstanding the foregoing, each Party shall be liable for any act or omission of their respective contractors and/or subcontractors, that would constitute a breach of this Agreement if committed by the respective Party; and
  - c. warrants that it has appropriate technical and organizational processes and procedures in place to safeguard all Data against any accidental or unlawful loss, alteration, destruction or damage or any unauthorized access, use or disclosure, and will ensure that it has taken steps to ensure the reliability of those of its employees who are used to process such Data.
  
2. Disclosure if Legally Compelled. Notwithstanding anything herein, in the event that a Municipality receives notice that it has, will, or may become compelled, pursuant to applicable law or regulation or legal process to disclose Data (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes, or otherwise), the Municipality shall, except to the extent prohibited by law, within 72 hours notify SWWC, orally and in writing, of the pending or threatened compulsion and consult with SWWC on the advisability of taking steps to resist or narrow such request. To the extent lawfully allowable, SWWC shall have the right, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Data that must be disclosed. SWWC shall also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Data that must be disclosed. In any event, the Parties shall disclose only such Data which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by SWWC) and the Municipality and its representatives shall use all reasonable efforts to ensure that all Data that is so disclosed will be accorded confidential treatment.

**D. Disclosure pursuant to Article 6 of the Public Officers Law.** The Parties recognize that the Municipality is required to abide by the applicable provisions of the Freedom of Information Law (FOIL) under Article 6 of the Public Officers Law. Municipality agrees to notify SUEZ of any FOIL requests relating to information covered by this agreement within 24 hours of receipt of such request. Notice shall be provided to SWWC manager at the address located in paragraph G of this agreement.

**E. Additional Obligations**

1. The Municipality will be responsible for generating and mailing out all bills related to sewer services.
  
1. The Parties shall have in place appropriate and reasonable processes and systems, including as applicable, an information security program to protect the security of the Data. Such process and systems in place for the protection of the Data should be consistent with the National Institute of Standards and Technology Cybersecurity Framework.
  
2. The Parties shall safely secure or encrypt all Data during transmission.
  
3. The Parties shall establish policies and procedures to provide reasonable and prompt assistance to each other in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a Data Security Incident involving Data Processed by the Parties to the extent such request, complaint or other communication relates to the Parties' Processing of such individual's Data.

**F. Limitation of Liability** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, EXEMPLARY, PUNATIVE OR LIQUIDATED DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AMOUNT OF DAMAGES RECOVERABLE FROM A PARTY UNDER THIS AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES. Provided however, nothing in here shall preclude either party from recovering direct damages for any intentional or willful misconduct that either party had actual knowledge or reasonably should have had knowledge thereof.

**G. Notices.** With the exception of notices or correspondence relating to potential or pending disclosure under legal compulsion, all notices and other correspondence hereunder shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service. Notices or correspondences relating to potential or pending disclosure under legal compulsion

shall be sent by means of Express Mail through the U.S. Postal Service or other nationally recognized courier service which provides for scheduled delivery no later than the business day following the transmittal of the notice or correspondence and which provides for confirmation of delivery. All notices and correspondence shall be in writing and addressed as follows:

If to Municipality, to:

Village of Ardsley Village Hall

507 Ashford Ave

Ardsley, NY 10502

Attn: Village Manager

Phone:

If to Utility:

SUEZ Water Westchester Inc.

2525 Palmer Avenue

New Rochelle, NY 10801

Attention: General Manager

with a copy to:

SUEZ Water Westchester Inc.

461 From Road

Suite 400

Paramus, NJ 07652

Attn: Legal Department

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other Party by written notice given pursuant hereto.

- H. Term.** This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by any Party upon not less than 180 days' prior written notice specifying the effective date of termination; provided, however, that any expiration or termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination. This Agreement may only be deemed terminated in the event of: a change in chapter 261 of the laws of 2018 that would no longer require SUEZ to provide the Municipalities with this information; or an order by the Commission; or if SUEZ sells its rights to supply water-to the applicable municipalities.
- I. Consent to Jurisdiction; Selection of Forum; Governing Law.** The Parties irrevocably submit to the jurisdiction of the courts located within the State of New



York with regard to any dispute or controversy arising out of or relating to this Agreement. This Agreement shall be interpreted, and the rights and obligations of the Parties determined, in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.

- J. Breach.** The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.
- K. Survival.** The nondisclosure obligations of the Parties under this Agreement shall continue for so long as the Parties continue to have access to, are in possession of, or acquire Data and/or confidential third party information even if all agreements between the Parties have expired or been terminated.
- L. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Agreement and copies of signatures on this Agreement, including any such copies delivered electronically as a .pdf file, shall be treated for all purposes as originals.
- M. Amendments; Waivers.** This Agreement may not be amended or modified except if set forth in writing signed by the Parties.
- N. Assignment.** This Agreement may not be assigned without the prior written consent of the Parties, and any purported assignment without such consent shall be void.
- O. Severability.** Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- P. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or
- Q. Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) which prevents such Party

from performing under this Agreement and which such Party is unable to prevent or overcome after the exercise of reasonable diligence.

**R. Relationship of the Parties.** SWWC and Municipality expressly agree they are acting independently and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Except as expressly authorized herein, this Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

**S. Construction.** This Agreement shall be construed as to its fair meaning and not strictly for or against any Party.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the date first above written.

Name: SUEZ WATER WESTCHESTER INC.

By: Name: Title:	By: Name: Title:
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**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH BROWN & WEINRAUB, PLLC FOR LEGAL SERVICES FOR THE CREATION OF A VILLAGE SEWER FUND AND FINALIZING THE AGREEMENT WITH SUEZ WATER WESTCHESTER INC.**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement for legal services with Brown & Weinraub, PPLC located at 175 Varick Street, New York, NY 10014 for the creation of a village sewer fund and finalizing the agreement with SUEZ Water Westchester Inc. effective January 21, 2020.



January 17, 2020

Meredith S. Robson  
Village Manager  
Village of Ardsley  
507 Ashford Ave, Ardsley, NY 10502

Re: Legal services for the creation of a village sewer fund and finalizing the agreement with Suez

Dear Ms. Robson:

Thank you for engaging Brown & Weinraub, PLLC (the “Firm” or “we”) to represent Village of Ardsley (the “Client”) regarding the creation of a village sewer fund and finalizing the agreement with Suez (the “Matter”). The Firm is pleased to undertake this representation.

As a matter of Firm policy, it is necessary that the Firm provide you with this Engagement letter to set out the specific terms applicable to the representation, which consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services (“Standard Terms”) attached hereto (collectively, the “Engagement Letter”). Please be aware that we are not to be considered to be your attorney on the Matter until this Engagement Letter has been signed and returned by you. You should not sign this Engagement Letter if you do not understand the terms of the representation or if they are unacceptable.

Specifically, the following terms and provisions apply to this engagement:

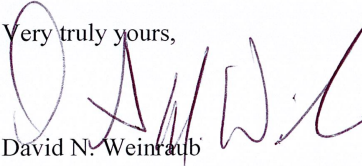
1. Alex Betke will be the lawyer primarily responsible for this Matter and the billing attorney on this engagement. This will be a flat fee Engagement of \$2,000.
2. In addition to the fee described above, you will be responsible for the Firm’s out-of-pocket charges and expenses incurred in connection with the engagement such as federal express charges, online legal research charges and any travel pre-approved by you.
3. The Firm will provide you a monthly invoice for services, expenses and charges on the earlier to occur of the conclusion of this engagement or as soon as possible following the end of this engagement.
4. You have agreed that the scope of this engagement be limited to assisting you in the Matter described herein. However, should you desire to enlarge the scope of this engagement in the future, the Firm would be pleased to discuss such additional undertakings with you.

50 State Street  
Albany, NY 12207

ph: 518.427.7350 • fx: 518.427.7792  
[www.brownweinraub.com](http://www.brownweinraub.com)

175 Varick Street  
New York, NY 10014

Thank you for allowing Brown & Weinraub, PLLC to be of service to you in connection with this engagement. If the terms of this Engagement Letter meet with your approval, so indicate by signing and returning the original to me. A counterpart of this Engagement Letter is enclosed for your files.

Very truly yours,  
  
David N. Weinraub

AGREED TO AND ACCEPTED:

Village of Ardsley

By: \_\_\_\_\_  
Meredith S. Robson

Dated: \_\_\_\_\_, 2020



Standard Terms of Engagement for Legal Services  
("Standard Terms")

Introduction

This standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the "Letter") to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions.

1. Parties. This Standard Terms state the terms under which Brown & Weinraub, PLLC ("B&W") shall provide and the client identified in the Letter ("Client") shall pay for legal services

2. Scope of Services ("Matter"). B&W shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and B&W agrees to provide them. During this engagement, Client may request B&W to provide such additional legal services and, if B&W agrees, such additional services shall become part of the Matter.

3. Primary Attorney. The attorney at B&W who has primary responsibility for work on the Matter is identified in the Letter ("Primary Attorney"). The Primary Attorney may be reached at the following contact information: telephone 518-427-7350, facsimile 518-427-7792, email [abetke@brownweinraub.com](mailto:abetke@brownweinraub.com). The administrator for the Primary Attorney is Sarah Hirsch who may be reached at the following contact information: telephone 518-427-7350, facsimile 518-427-7792, email [shirsch@brownweinraub.com](mailto:shirsch@brownweinraub.com). The Primary Attorney may use other B&W attorneys and non-attorney staff (such as paralegals) to do work on the Matter.

4. Client Confidentiality. B&W will protect client confidences and secrets as required by law. Please use special care when communicating with B&W via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.

5. Conflicts of Interest.

(a) Client's "Affiliates". In this engagement, B&W represents only the person or entity that is identified as the "Client" in the Letter. "Client" does not include any "affiliates" of Client (*i.e.*, if Client is a corporation, limited liability company, or partnership, "affiliate" means any parent, subsidiary, employee, officer, director, shareholder, member or partner of the corporation, limited liability company, or partnership; or, if you are a trade association, "affiliate" includes any member of the trade association). Accordingly, for conflict of interest purposes, Client agrees that B&W may represent another client with interests adverse to any such affiliate, without obtaining Client's consent. Client further agrees that Client will not seek to disqualify B&W from representing another client in a matter where such client is adverse to Client's affiliate. Upon B&W's request, Client will use best efforts to arrange it so that none of Client's affiliates will seek to disqualify B&W from representing another client in any such matter.

(b) Other Clients Adverse to "Client". B&W represents many clients in a variety of matters. It is possible that in the future B&W may be asked by one of those clients to represent it in a matter where Client is an adverse party or has an adverse interest. If such a future matter is substantially unrelated to the Matter in this engagement and if Client has not given B&W any confidential information that is materially relevant to such a future matter, the Client agrees prospectively: (1) to waive any conflict of interest in connection with B&W representing another client in such a future matter even though it may be against Client or an interest of Client, and (2) not to seek to disqualify B&W from representing another client in any such future matter.

6. Fees. The fees B&W will charge a flat fee for services set forth in the Engagement Letter.

7. Expenses. B&W will charge for expenses it incurs that are directly and solely related to the Matter. Examples of such charges are filing fees, expert witness fees, travel expenses, mileage, transcripts, and the like. B&W will charge the Client only the actual amount it incurs for such expenses. Such expenses may either be paid/incurred by B&W and billed to the Client or the bill for the expenses may be submitted to Client for payment directly to the billing party. B&W does not charge for normal office overhead expenses such as telephone, facsimile and routine postage.

8. Billing and Payment. B&W's normal practice is to send the Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due within thirty (30) days of receipt of the bill. In the event of a fee dispute, you may have the right to seek arbitration; we will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

9. Termination.

(a) By Client. Client may terminate this engagement within five (5) days for any reason by notifying B&W in writing. Client shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

(b) By B&W. B&W may terminate this engagement within five (5) days written notice, including Client's failure to pay B&W's fees and expenses, provided, however, that B&W's right to terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

(c) On Completion of the Matter. B&W's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between B&W and Client thereafter shall continue only if Client has engaged B&W on other matters or once again engages B&W on this Matter.

10. Entire Agreement. This agreement constitutes the entire agreement between B&W and Client as to the Matter and may be changed only by a written document, signed by both parties.

11. Governing Law. Any dispute arising under this Agreement shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of New York to resolve any such disputes.

**RESOLUTION RESCHEDULING  
BOARD OF ARCHITECTURAL REVIEW MEETINGS FOR 2020**

RESOLVED, that the Village Board of the Village of Ardsley hereby reschedules the Board of Architectural Review meetings as follows:

February 6<sup>th</sup>, Thursday  
February 20<sup>th</sup>, Thursday  
March 5<sup>th</sup>, Thursday  
March 19<sup>th</sup> Thursday  
April 2<sup>nd</sup>, Thursday  
April 16<sup>th</sup> Thursday  
May 7<sup>th</sup>, Thursday  
May 21<sup>th</sup>, Thursday