



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Tuesday, July 5, 2022

Meeting Held Via Zoom Platform

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

Join Zoom Meeting

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One tap mobile

+19292056099,,86788428800# US (New York)

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2. APPROVAL OF MINUTES:

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June 21, 2022

3. DEPARTMENT REPORTS

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- 3.1.a Village Attorney Robert Ponzini

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3.3. TREASURER

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3.3.a July 5, 2022 Abstract Report

3.4. BUILDING

No Building Department Report

3.5. FIRE

No Fire Department Report

3.6. POLICE

No Police Department Report

3.7. MAYOR’S ANNOUNCEMENTS

3.8. COMMITTEE & BOARD REPORTS

4. VISITORS

5. OLD BUSINESS:

6. NEW BUSINESS:

6.a Consider a Resolution to Award Bid for Facility Cleaning Contract

6.b Consider a Resolution Awarding Contract for 2022 Joint Road Milling & Resurfacing

6.c Consider a Resolution Awarding Contract for 2022 Joint Curbing Installation & Replacement

6.d Consider a Resolution to Award Proposal For Professional Services SPDES Compliance Inspections & Reporting (SWPPP Inspections & Reporting Services)

6.e Consider a Resolution to Approve the Stipulation of Agreement Between the Village of Ardsley, Police Officer Keith Gannon and Police Benevolent Association

7. CALL FOR EXECUTIVE SESSION

8. ADJOURNMENT OF MEETING

9. ANNOUNCEMENTS

July 8th Summer Concert Series 7pm
July 11th Planning Board Meeting 8pm
July 12th Recreation Commission Meeting 5:00 pm

July 12th Multicultural, Diversity & Inclusion
Committee 7:30 pm
July 12th Board of Architectural Review Meeting 8
pm
July 16th Westchester County Shredder Concord
Road Elementary School 10:00 am
July 23rd Summer Concert Series 7:00 pm
July 27th Zoning Board of Appeals Meeting 8:00 pm
July 28th Library Board Meeting 7:30 pm

10. NEXT BOARD MEETING:

Board of Trustees Work Session July 13th 7:30 pm
Board of Trustees Board Meeting August 1st 8:00
pm



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Tuesday, June 21, 2022

507 Ashford Avenue

Present: Mayor	Nancy Kaboolian
Deputy Mayor/Trustee	Andy DiJusto
Trustee	Asha Bencosme
Trustee	Steve Edelstein
Village Manager	Joseph Cerretani
Village Clerk	Ann Marie Rocco
Village Attorney	Robert J. Ponzini

Absent: Trustee Craig Weitz

1. PLEDGE OF ALLEGIANCE 8:04 P.M. CALL TO ORDER

Mayor Kaboolian called to order the Regular Meeting at 8:04 p.m. and asked for a Moment of Silence for Margaret Burn who passed away last week. She was the Mother of Peggy Mechmann.

Board Members Present:

Mayor Nancy Kaboolian

Deputy Mayor/Trustee Andy DiJusto

Trustee Asha Bencosme

Trustee Steve Edelstein

Absent: Trustee Craig Weitz

2. POLICE ACADEMY CEREMONY

2.1 Chief Piccolino presented the following Police Awards:

PO Victor Bonadonna Meritorious Police Duty

On April 14th 2020 at approximately 9:47 am Sgt. Watson and PO Bonadonna were dispatched to the lake at Hunger Park off the Saw Mill River Parkway northbound for

a vehicle that had entered the water. Once officers arrived a female was observed in the driver's seat of that vehicle. The vehicle was approximately 200 feet from the shoreline. PO Bonadonna entered the water as the vehicle began to sink. Sgt. Watson remained on shore for radio communication, and also as a life line to PO Bonadonna. Westchester County Police arrived shortly after and entered the water as well. PO Bonadonna assisted with freeing the female victim from her vehicle, and made sure there were no other people inside the vehicle. The female was safely brought to shore by officers and was transported to a nearby hospital for treatment. Due to PO Bonadonna's heroic actions that morning I would like to award him with the Meritorious Police Duty Award.

PO Brian Roemer Exceptional Merit

On September 1st 2021 at approximately 10:00pm Sgt. Tarantino and PO Roemer were dispatched during Hurricane Ida to the area of Cross road for a female trapped in a vehicle. The caller stated that her mother's vehicle was washed off the roadway by floodwaters and she was unsure of where the vehicle was since it was dragged from its last known location. Further information was given by the caller that the vehicle was flipped upside down by the rushing water and was on its roof with water quickly rising inside the vehicle. PO Roemer rushed to the area where the vehicle was last reported and was able to locate it upside down in a wooded area with raging flood waters. PO Roemer and Fire Department members were able to tie off to heavy machinery and swim through the water to the vehicle. The victim was pulled out underwater through a rear window, and then was safely helped back to land. The victim was transported to the hospital where she made a full recovery. For his courageous and heroic actions, I would like to award Officer Brian Roemer with one of the departments highest honors the Exceptional Merit Award

Lt. Carl Calabrese Exceptional Merit

Sgt. Daniel Watson Exceptional Merit

On December 2nd 2017 at approximately 2:29pm, Lt. Calabrese and Sgt. Watson were dispatched to a domestic disturbance. The caller stated she observed her husband entering their home with a gasoline can, and he was preparing to set fire to the house. Upon entering the home patrol observed gasoline covering the floor. As patrol entered the kitchen area the suspect was observed standing by the kitchen gas stove with one of the burners lit. The suspect attempted to reach for another knob on the stove to ignite a second flame. As the suspect attempted to do so both officers rushed to subdue the suspect before the home went up in flames. While fighting and trying to handcuff the suspect two large knives were observed protruding from his jacket. Officers were finally able to contain the suspect, secure the knives, and shut off the burners on the stove. Further investigation revealed that there was a tenant upstairs at the time that could have been a victim of the arson. Do to the officers fast and heroic actions no one was hurt, and lives may have been saved. As a result of these actions I would like to award Lt. Calabrese and Sgt. Watson with one of our highest awards of Exceptional Meri

Det. Sgt. Daniel Tarantino: Unit Citation

Det. Ronald Perkins: Unit Citation

On February 16th 2019 at approximately 1:27am, following a short term investigation by the Ardsley Police Department Detective Division and members of the Greenburgh Drug and Alcohol Task Force, a vehicle and traffic stop in the Ardsley Acres Motel led to the arrest of (3) male suspects for criminal possession of a weapon 2nd degree. A loaded .40 caliber handgun was located within the vehicle. Due to the quick actions taken by Det. Sgt. Tarantino and Det. Perkins to assemble a team and have all proper information available for the officers involved, no one was hurt that morning. A loaded handgun was taken off the streets that was readily capable of taking someone's life. It is due to their fine work on this case that I would like to present Det. Sgt. Tarantino and Det. Perkins with Unit Citation awards

Sgt. David Piccolino Unit Citation

On November 7th 2020 at 10:45AM, Sgt. Piccolino was dispatched to a jewelry store in the village, for a report of a robbery that had just occurred. Dispatch was notified that an off duty NYPD Officer was in the parking where the robbery occurred and decided to follow the suspect's getaway vehicle. Information was relayed to Sgt. Piccolino and he was able to catch up and locate the suspect's vehicle. After a vehicle, pursuit on the Saw Mill River Parkway the suspect's vehicle was finally stopped and Sgt. Piccolino executed a felony stop and arrest. The license plate on the vehicle was stolen and proceeds from the crime were located in the vehicle. With Sgt. Piccolino's quick response and concern for everyone's safety no one was hurt during this incident. The suspect was arrested and the owner of the store was able to have her stolen items returned. For his quick thinking and response, I would like to present Sgt. Piccolino with the Unit Citation

Sgt. David Piccolino: Life Saving Award

PO Jonathan Goldstein: Life Saving Award

On December 14th 2021 at approximately 10:00am, Sgt. Piccolino and PO Goldstein were dispatched to a residence for a report of an unresponsive male. Sgt. Piccolino and PO Goldstein observed an unresponsive male face down on the basement bathroom floor. The male had labored breathing and would not respond to any stimulus. Both officers believed the male was experiencing an overdose, which could have been fatal if untreated. PO Goldstein administered a dose of Narcan and checked his vitals. It was determined the male needed an additional dose which was also administered by PO Goldstein. Approximately 2 minutes after receiving the second dose of Narcan the male subject began to regain consciousness. The male was then transported to the hospital for further treatment. It was later determined that the male had indeed overdosed on heroin. Due to the quick actions by both Sgt. Piccolino and PO Goldstein, the man involved made a full recovery and has a second chance at life. For their quick thinking and judgement, I would like to present Sgt. Piccolino and PO Goldstein with the Life Saving Award.

Sgt. Dave Fisher: Medal of Honor

Det. Sgt. Daniel Tarantino: Unit Citation

Det. Ronald Perkins: Unit Citation

Sgt. Daniel Watson: Honorable Mention

PO Brian Roemer: Honorable Mention

On June 3rd, 2019 at or about 6:00pm Intel was shared with the Village of Ardsley Police, Town of Greenburgh SWAT team, Greenburgh Drug Task Force, and Local FBI office that a murder suspect was staying at the Ardsley Acres Motel. All agencies involved quickly acted together to formulate a plan to take the suspect into custody with the safety of all involved being the priority. All personnel were in place and prepared for a worst case scenario due to the fact they knew the suspect would be armed and others might be in the room with him. After the motel was evacuated police tried to make contact with the suspect. The suspect opened the motel door and engaged all officers on the scene with gunfire. A gun battle ensued between officers on the scene and the suspect. One SWAT member was shot during the incident and many other officers came very close to being struck by bullets. By the end of the incident the suspect was pronounced dead and the female in the room was taken into custody with no injuries. The officer who was shot made a full recovery and all other officers on the scene either sustained minor injuries or were not injured at all. Sgt. Fisher was a SWAT sniper who was in the woods ready to engage the suspect if the incident unfolded the way it did. Sgt. Fishers training and expertise as a SWAT sniper undoubtedly saved lives that night. Even as bullets were being shot at Sgt. Fisher, he demonstrated exceptional heroism in the performance of his duties. He placed his life in imminent risk with full knowledge of the risks involved, all above the call of duty. It is my honor to award Sgt. Fisher with the department's highest award the Medal of Honor.

I would also like to award Det. Sgt. Dan Tarantino and Det. Ron Perkins with a Unit Citation for all of their hard work assisting the agencies involved and providing communications and Intel throughout the entire incident. Sgt. Daniel Watson and PO Brian Roemer will receive the departments Honorable mentions for also assisting in the evacuation of civilians and traffic control as the incident unfolded.

All members involved did an outstanding job in what might have been the Villages most violent incident. We are grateful to have such excellent, professional and selfless officers patrolling this village every day. I am proud of every one of them. Please let's give them all a round of applause to thank them.

3. SWEARING IN OF POLICE OFFICERS:

- Sgt. David Piccolino -Mayor Kaboolian administered the Oath of Office and duly swears in Sgt. David Piccolino.
- Officer Tina Savarese- Mayor Kaboolian administered the Oath of Office and duly swears in Police Officer Tina Savarese.

4. CONTINUATION OF PUBLIC HEARING To Discuss Holding Outdoor Classes in the Parking Lot During the Summer Months at 708 Saw Mill River Road-Honest Art

At 8:26 pm Mayor Kaboolian opened the Public Hearing in the matter of Holding Outdoor Classes in the Parking Lot During the Summer Months at 708 Saw Mill River Road-Honest Art

4.1 Click [HERE](#) to view Barrier

Police Chief Piccolino recommended not to barricade the three spots in the parking lot. He feels that it is too close to the road way and Center Street.

All members of the Board had the same safety concerns regarding this request.

The owner of the business was not present to speak on this public hearing.

Moved by Trustee Edelstein, Seconded by Trustee Bencosme

Carried by the following votes: 3-0-1

Ayes: Mayor Kaboolian, Trustee Edelstein and Trustee Bencosme

Nays: None

Abstained: Trustee DiJusto **RESOLVED**, that this public hearing be closed for the discussion of holding outdoor classes in the parking lot during the summer months at 708 Saw Mill River Rd.-Honest Art at 9:51 pm

5. PUBLIC HEARING Public Hearing in the Matter of Discussing Amendments to Chapter 109 Entitled "Filming" of the Ardsley Village Code

5.1 At 8:36 pm Mayor Kaboolian opened the Public Hearing in the matter of discussing amendments to Chapter 109 Entitled "Filming" of the Ardsley Village Code. Mayor Kaboolian read the Legal Notice into the Record.

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously 4-0-0. RESOLVED, that the public hearing in the matter of amending Chapter 109 Entitled "Filming" of the Ardsley Village Code be closed at 9:55 p.m.

6. WESTCHESTER POWER PAUSE PRESENTATION Dan Walsh-Sustainable Westchester

6.1 Mr. Walsh provided the Board with the 2022 Program Pause and MOU/Contracting Schedule.

- Two attempts earlier this year to secure a new contract (a short-term extension) thwarted by volatility which saw the market move out of the "Price Not To Exceed" range set in those associated MOUs.

- As a consequence we were not able to maintain continuity in our contracts, and customers are being switched back to Con Edison supply in the interim.
- To avoid another such miss, the Participation MOU has been modified to use standard municipal “lowest responsible bidder” language.
- We want to answer any questions about this background or the pause schedule and support your deliberation on the MOU.

We have missed the window where a short-term extension might have had some benefit.

We are still working on the “sleeving” procurement model (allowing us to seek wholesale bids), but it will take more time to have this ready for execution.

Near-term pricing is particularly high and volatile, but now longer term contracts have started to look advantageous

So we are recommending that we solicit a 1-3 year contract per our normal practice in prior years.

- We are targeting a fall resumption of the program; our schedule is based on a November 1 restart.
- Meeting this schedule requires we target bidding/award for around July 11 or 12th.
- The MOUs are an integral part of the RFP process so we need them executed in hand before then to support the bidding.

A program notification mailing will go out to all participating customers after award per usual practice.

Upon securing a new electricity supply contract, each eligible community member who was in the program prior to the pause will receive a pre-enrollment letter, which:

- Notifies you of the program restart date
- Describes the energy supply options, rates, and terms
- Advises enrollees on the 30 day opt-out period for initial enrollment
- Provides more information and resources about the program

Your choices:

- To enroll at the selected default, no action is needed
- Opt-out using our online form on our website or through us by phone/email
- To change supply selection, call/email us

As a note, if during the pause period you decide to sign an agreement with an ESCO for electricity supply, you would no longer be automatically enrolled back into Westchester Power.

If you have questions, please email sustainable Westchester general
info@sustainablewestchester.org
Westchester Power westchesterpower@sustainablewestchester.org or call 914-
242-4725.

7. APPROVAL OF MINUTES:

7.1 June 6, 2022 Board of Trustees Regular Meeting Minutes

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously 4-0-0 RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of June 6, 2022 as submitted.

8. DEPARTMENT REPORTS

1. LEGAL

1.a Legal Report -Village Attorney Robert Ponzini

Village Attorney Robert Ponzini stated there is nothing to report other than those items that he is working on with Village staff and is available for Executive Session if necessary.

2. MANAGER

2.a Village Manager Report June 20, 2022-Joe Cerretani Village Manager Joe Cerretani read the following report:

1. **TAXES DUE:** The 1st half of the 2022 Village Tax is due, without penalty, by June 30th. Payments made in person after June 30th, or that arrive via mail postmarked by the postal service after June 30th, or arrive thereafter without a postmark, will be assessed a late penalty as required by the New York State Real Property Law. Meter-mailed postmarks are not a valid proof of timely payment. Most payments made through online banking come in without dates and will not be accepted if the envelope is not postmarked by the deadline. Please bear in mind that no Village official is empowered to waive the late fee for any reason.

Please note that the Village did mail out a second batch of bills on June 10 after receiving numerous reports that bills had not yet arrived that were mailed on May 31. We have received reports now that those original bills were received around June 17, but the replacement bills were received earlier that week. Please only pay one bill.

2. **UPDATE ON SEWER MAPPING PROJECT:** The mapping of the sanitary and storm sewer systems field work is completed and the consultant is working with staff to implement the software required for accessing and updating the details of the infrastructure. The Village is currently out to bid on closed circuit television inspection of sewer lines with a bid opening date of Friday, July 15. We hope to have a recommendation for a bid award at the August Regular Meeting.
3. **4TH OF JULY CLOSING:** Residents are reminded that Village Hall, including the Court, Community Center, Ardsley Public Library and Highway Department will be closed on Monday, July 4, 2022 in observance of 4th of July. Refuse/Recycle collection is as follows:
 - Monday July 4, 2022- No Refuse Collection.
 - Tuesday, July 5, 2022- Refuse will be collected throughout the entire Village.
 - Schedule will remain the same for the rest of the week.
4. **TOUR OF RYE BROOK DPW:** I have scheduled a tour of the Rye Brook DPW facility on Friday, July 1 at 10 am . Both Villages have the same engineer/architect as well as construction managers on the project, as well as some overlapping contractors. The Board is invited to join me in an educational session to tour the facility. We are excited about our project and look forward to breaking ground this summer.

3. TREASURER

3.a June 20, 2022 Abstract Report

Village Manager Cerretani read the June 21, 2022 Abstract Report as follows: From the General Fund: \$306,900.30 from the Trust & Agency Fund: \$959.07 and from the Capital Fund: \$217,990.04, Sewer Fund: \$0.00

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously 4-0-0. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$306,900.30 from the Trust & Agency Fund: \$959.07 and from the Capital Fund: \$217,990.04, Sewer Fund: \$0.00

4. BUILDING

4.a May 2022 Building Department Report

Building Inspector, Larry Tomasso read the following May 2022 Building Department

May 2022 Building Department Report:

- 9 Building permits

- 17 Application fees
 - 12 Certificates of Occupancy
 - 13 Plumbing permits
 - 7 Electrical permits
 - 12 Title Searches
 - 0 Miscellaneous
- Total received - \$9,081.50
- Other activities-
- 64 Building inspections
 - 26 Zoning inspections
 - 0 Fire Inspections
 - 13 Violations
 - 4 Warnings
 - 0 Appearance Tickets

5. FIRE

5.a May 2022 Fire Department Report

Chief Knoesel read the following May 2022 Fire Department report:

Activity Report May 2022

- May 5, 12, 19 & 26 Department Held Drills.
- May 16 Chief Knoesel met with Ardsley Middle School safety committee.
- May 18 Annual hose & appliance testing was completed on all apparatus.
- May 24 Annual ground ladder testing was completed.
- May 25 Chiefs Knoesel, Podolski & Lindsay attended Battalion 14 Chiefs Meeting in Irvington.
- May 30 Members participated in annual Memorial Day Parade and assisted with Flag display.
- 27 Alarms for the Month.

TRAINING OFFICERS REPORT- MAY 2022

May 3rd Live fire training at WCFTC
 Training Hrs. 16.80, 7 Member's Present

May 5th Inspection Drill
 Training Hrs. 42.50, 17 Member's Present

May 12th Inspection Drill
 Training Hrs. 35.00, 14 Member's Present

May 19th - Gas & hydraulic tool maintenance
 Training Hrs. 40.52, 17 Member's Present

May 26th Inspection Drill
 Training Hrs. 38.00, 19 Member's Present

New York State Classes:
Training Hrs. 172.82 Member's Present

Online Training McNeil & Company E-Learning:
Training: 16.80 Hours
Inspection: 115.5 Hours
Maintenance: 40.52 Hours
New York State: 0.00 Hours
Online Training McNeil & Company E-Learning: 0.0 Hours
Total: 172.82 Hours

6. POLICE

6.a May 2022 Police Department Report

Chief Piccolino reported the following activities for May 2022:

Monthly Report May – 2022

Property lost or stolen -\$ 41,839.00

Property Recovered---- \$ 25,000.00

Court fines and fees --- \$ 103,496.00

Alarm fines and fees--- \$ 120.00

Meter collection-----\$ 1,585.85

Traffic Accidents----- 11

Arrests----- 3

Calls for service----- 269

Investigations----- 14

Impounded vehicles----- 0

UTT summonses issued---- 24

Parking summonses issued- 36

Appearance tickets issued— 1

Total summonses issued----- 61

May Events 2022

Training

Total training for the month of May 204 hours which consisted of SWAT, Taser, FTO, procedural justice and in service training.

COMMUNITY POLICING:

Child Passenger Safety - Officers installed 8 child seats by appointment and issued 0

- Officers assisted with 5k race in memory of resident/Ardsley School teacher Mr. Dan Mulholland.
- Participated in a zoom session for Westchester County Coalitions.

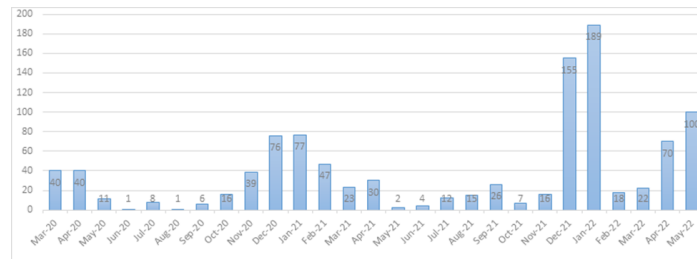
Assisted NYSP with a presentation for AHS students forensic science class on measurement of speed and skid markings.

- Attended in person meeting for police allied with communities and schools.
- Attended an event at Blythesdale Children's hospital.
- Attended a school safety meeting for the Ardsley Middle School
- Attended Westchester County Detectives Association Police Memorial Ceremony
- Participated in a read to me for students at the school for adaptive and integrated learning.
- Conducted lock down drill at Ardsley Middle School.
- Held an ice cream social event for Ardsley High School students grades 9th-10th and 11th.
- Participated with the basketball Harlem Wizards event sponsored by the Ardsley PTA.
- Conducted lock down drill at the Ardsley High School.
- Participated in a zoom session for opioid training
- Held an event for the Veterans phone program
- Provided a breakfast for the veterans on Memorial Day.

Community information :

The department will host our annual ice cream social in Pascone Park on June 23rd from 5-8pm.

Coronavirus 2019:



Prevention

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.

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>

Delta Variant: What We Know About the Science

On July 27, 2021, CDC released updated guidance on the need for urgently increasing COVID-19 vaccination coverage and a recommendation for everyone in areas of substantial or high transmission to wear a mask in public indoor places, even if they are fully vaccinated. CDC issued this new guidance due to several concerning developments and newly emerging data signals.

First, a significant increase in new cases reversed what had been a steady decline since January 2021. In the days leading up to our guidance update, CDC saw a rapid and alarming rise in the COVID-19 case and hospitalization rates around the country. In late June, the 7-day moving average of reported cases was around 12,000. On July 27, the 7-day moving average of cases reached over 60,000. This case rate looked more like the rate of cases we had seen before the vaccine was widely available.

Second, new data began to emerge that the Delta variant was more infectious and was leading to increased transmissibility when compared with other variants, even in some vaccinated individuals. This includes recently published data from CDC and our public health partners, unpublished surveillance data that will be publicly available in the coming weeks, information included in CDC's updated Science Brief on COVID-19 Vaccines and Vaccination, and ongoing outbreak investigations linked to the Delta variant.

Delta is currently the predominant variant of the virus in the United States. Below is a high-level summary of what CDC scientists have recently learned about the Delta variant. More information will be made available when more data are published or released in other formats.

Infections and Spread

The Delta variant causes more infections and spreads faster than early forms of SARS-CoV-2, the virus that causes COVID-19.

- The Delta variant is more contagious: The Delta variant is highly contagious, more than 2x as contagious as previous variants.
- Some data suggest the Delta variant might cause more severe illness than previous variants in unvaccinated people. In two different studies from

Canada and

- Vaccination is the best way to protect yourself, your family, and your community. High vaccination coverage will reduce spread of the virus and help prevent new variants from
- Scotland, patients infected with the Delta variant were more likely to be hospitalized than patients infected with Alpha or the original virus that causes COVID-19. Even so, the vast majority of hospitalization and death caused by COVID-19 are in unvaccinated people.
- Unvaccinated people remain the greatest concern: The greatest risk of transmission is among unvaccinated people who are much more likely to get infected, and therefore transmit the virus. Fully vaccinated people get COVID-19 (known as breakthrough infections) less often than unvaccinated people. People infected with the Delta variant, including fully vaccinated people with symptomatic breakthrough infections, can transmit the virus to others. CDC is continuing to assess data on whether fully vaccinated people with asymptomatic breakthrough infections can transmit the virus.
- Fully vaccinated people with Delta variant breakthrough infections can spread the virus to others. However, vaccinated people appear to spread the virus for a shorter time: For prior variants, lower amounts of viral genetic material were found in samples taken from fully vaccinated people who had breakthrough infections than from unvaccinated people with COVID-19. For people infected with the Delta variant, similar amounts of viral genetic material have been found among both unvaccinated and fully vaccinated people. However, like prior variants, the amount of viral genetic material may go down faster in fully vaccinated people when compared to unvaccinated people. This means fully vaccinated people will likely spread the virus for less time than unvaccinated people.

Vaccines in the US are highly effective, including against the Delta variant.

- The COVID-19 vaccines approved or authorized in the United States are highly effective at preventing severe disease and death, including against the Delta variant. But they are not 100% effective, and some fully vaccinated people will become infected (called a breakthrough infection) and experience illness. For all people, the vaccine provides the best protection against serious illness and death.
- Vaccines are playing a crucial role in limiting spread of the virus and minimizing severe disease. Although vaccines are highly effective, they are not perfect, and there will be vaccine breakthrough infections. Millions of Americans are vaccinated, and that number is growing. This means that even though the risk of breakthrough infections is low, there will be thousands of fully vaccinated people who become infected and able to infect others, especially with the surging spread of the Delta variant. Low vaccination coverage in many communities is driving the current rapid surge in cases involving the Delta variant, which also increases the chances that even more

concerning variants could emerge.

- Vaccination is the best way to protect yourself, your family, and your community. High vaccination coverage will reduce spread of the virus and help prevent new variants from Omicron Variant: What You Need to Know

Emergence of Omicron On November 24, 2021, a new variant of SARS-CoV-2, B.1.1.529, was reported to the World Health Organization (WHO). This new variant was first detected in

specimens collected on November 11, 2021 in Botswana and on November 14, 2021 in South Africa.

On November 26, 2021, WHO named the B.1.1.529 Omicron and classified it as a Variant of Concern (VOC). On November 30, 2021, the United States designated Omicron as a Variant of Concern, and on December 1, 2021 the first confirmed U.S. case of Omicron was identified.

CDC has been collaborating with global public health and industry partners to learn about Omicron, as we continue to monitor its course. CDC has been using genomic surveillance throughout the course of the pandemic to track variants of SARS-CoV-2, the virus that causes COVID-19, and inform public health practice. We don't yet know how easily it spreads, the severity of illness it causes, or how well available vaccines and medications work against it. Despite the increased attention of Omicron, Delta continues to be the main variant circulating in the United States.

Infection and Spread

- How easily does Omicron spread? The Omicron variant likely will spread more easily than the original SARS-CoV-2 virus and how easily Omicron spreads compared to Delta remains unknown. CDC expects that anyone with Omicron infection can spread the virus to others, even if they are vaccinated or don't have symptoms.
- Will Omicron cause more severe illness? More data are needed to know if Omicron infections, and especially reinfections and breakthrough infections in people who are fully vaccinated, cause more severe illness or death than infection with other variants.
- Will vaccines work against Omicron? Current vaccines are expected to protect against severe illness, hospitalizations, and deaths due to infection with the Omicron variant. However, breakthrough infections in people who are fully vaccinated are likely to occur. With other variants, like Delta, vaccines have remained effective at preventing severe illness, hospitalizations, and death. The recent emergence of Omicron further emphasizes the importance of vaccination and boosters.
- Will treatments work against Omicron? Scientists are working to determine how well existing treatments for COVID-19 work. Based on the changed genetic make-up of Omicron, some treatments are likely to remain effective while others may be less effective.

We have the Tools to Fight Omicron

Vaccines remain the best public health measure to protect people from COVID-19, slow transmission, and reduce the likelihood of new variants emerging.

COVID-19 vaccines are highly effective at preventing severe illness, hospitalizations, and death. Scientists are currently investigating Omicron, including how protected fully vaccinated people will be against infection, hospitalization, and death. CDC recommends that everyone 5 years and older protect themselves from COVID-19 by getting fully vaccinated. CDC recommends that everyone ages 18 years and older should get a booster shot at least two months after their initial J&J/Janssen vaccine or six months after completing their primary COVID-19 vaccination series of Pfizer-BioNTech or Moderna.

Masks offer protection against all variants. CDC continues to recommend wearing a mask in public indoor settings in areas of substantial or high community transmission, regardless of vaccination status. CDC provides advice about masks for people who want to learn more about what type of mask is right for them depending on their circumstances.

Tests can tell you if you are currently infected with COVID-19. Two types of tests are used to test for current infection: nucleic acid amplification tests (NAATs) and antigen tests. NAAT and antigen tests can only tell you if you have a current infection. Individuals can use the COVID-19 Viral Testing Tool to help determine what kind of test to seek. Additional tests would be needed to determine if your infection was caused by

Omicron. Visit your state, tribal, local, or territorial health department's website to look for the latest local information on testing. Self-tests can be used at home or anywhere, are easy to use, and produce rapid results. If your self-test has a positive result, stay home or isolate for 10 days, wear a mask if you have contact with others, and call your healthcare provider. If you have any questions about your self-test result, call your healthcare provider or public health department. Until we know more about the risk of Omicron, it is important to use all tools

available to protect yourself and others. What CDC is Doing to Learn about Omicron Virus Characteristics CDC scientists are working with partners to gather data and virus samples that can be studied to answer important questions about the Omicron variant. Scientific

experiments have already started. CDC will provide updates as soon as possible.

Variant Surveillance

In the United States, CDC uses genomic surveillance to track variants of SARS-CoV-2, the virus that causes COVID-19 to more quickly identify and act upon these findings to best protect the public's health. CDC established multiple ways to connect and share genomic sequence data being produced by CDC, public health laboratories, and commercial diagnostic laboratories within publicly accessible databases maintained by the National Center for Biotechnology Information external icon (NCBI) and the Global Initiative on Sharing Avian Influenza Data external icon (GISAID). CDC's national genomic surveillance can detect a variant that is

circulating at 0.1% frequency with 99% statistical confidence.

What to do if you test positive for COVID-19

If you test positive for COVID-19 and have one or more health conditions that increase your risk of becoming very sick, treatment may be available. Contact a health professional right away after a positive test to determine if you may be eligible, even if your symptoms are mild right now. Don't delay: Treatment must be started within the first few days to be effective. If you have a fever, cough, or other symptoms, you might have COVID-19. Most people have mild illness and are able to recover at home.

If you are sick:

- Keep track of your symptoms.
- If you have an emergency warning sign (including trouble breathing), call 911.

Steps to help prevent the spread of COVID-19 if you are sick

If you are sick with COVID-19 or think you might have COVID-19, follow the steps below to care for yourself and to help protect other people in your home and community. Stay home except to get medical care.

- o Stay home. Most people with COVID-19 have mild illness and can recover at home without medical care. Do not leave your home, except to get medical care. Do not visit public areas and do not go to places where you are unable to wear a mask.
- o Take care of yourself. Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.
- o Stay in touch with your doctor. Call before you get medical care. Be sure to get care if you have trouble breathing, or have any other emergency warning signs, or if you think it is an emergency.
- o Avoid public transportation, ride-sharing, or taxis if possible.
- o If you have symptoms of COVID-19, get tested. While waiting for test results, stay away from others, including staying apart from those living in your household.
- o Get tested as soon as possible after your symptoms start.

Treatments may be available for people with COVID-19 who are at risk for becoming very sick. Don't delay: Treatment must be started early to be effective—some treatments must begin within 5 days of your first symptoms.

- Supply of treatments may be limited, and treatments are reserved for those at high risk for becoming very sick. Contact your healthcare provider right away if your test result is positive to determine if you may be eligible.
- Self-tests are one of several options for testing for the virus that causes COVID-19 and may be more convenient than laboratory-based tests and point-of-care tests. Ask your healthcare provider or your local health department if you need help interpreting your test results.
- You can visit your state, tribal, local external icon, and territorial health

department's website to look for the latest local information on testing sites. Separate yourself from other people As much as possible, stay in a specific room and away from other people and pets in your home. If possible, you should use a separate bathroom. If you need to be

around other people or animals in or outside of the home, wear a well-fitting mask.

Tell your close contacts that they may have been exposed to COVID-19. An infected person can spread COVID-19 starting 48 hours (or 2 days) before the person has any symptoms or tests positive. By letting your close contacts know they may have been exposed to COVID-19, you are helping to protect everyone.

- Symptoms of COVID-19 include fever, cough, or other symptoms.
- Follow care instructions from your healthcare provider and local health department. Your local health authorities may give instructions on checking your symptoms and reporting information.

When to seek emergency medical attention

Look for emergency warning signs* for COVID-19. If someone is showing any of these signs, seek emergency medical care immediately:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone

*This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.

Call 911 or call ahead to your local emergency facility: Notify the operator that you are seeking care for someone who has or may have COVID-19.

mobile light icon

Call ahead before visiting your doctor

- Call ahead. Many medical visits for routine care are being postponed or done by phone or telemedicine.
- If you have a medical appointment that cannot be postponed, call your doctor's office, and tell them you have or may have COVID-19. This will help the office protect themselves and other patients.

If you are sick, wear a well-fitting mask

- You should wear a mask if you must be around other people or animals, including pets (even at home).
- Wear a mask with the best fit, protection, and comfort for you.
- You don't need to wear the mask if you are alone. If you can't put on a mask (because of trouble breathing, for example), cover your coughs and sneezes in some other way. Try to stay at least 6 feet away from other people. This will help protect the people around you.
- Masks should not be placed on young children under age 2 years, anyone who has trouble breathing, or anyone who is not able to remove the mask without help.

Cover your coughs and sneezes

- Cover your mouth and nose with a tissue when you cough or sneeze.
- Throw away used tissues in a lined trash can.
- Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol.

Clean your hands often

- Wash your hands often with soap and water for at least 20 seconds. This is especially important after blowing your nose, coughing, or sneezing; going to the bathroom; and before eating or preparing food.
- Use hand sanitizer if soap and water are not available. Use an alcohol-based hand sanitizer with at least 60% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry.
- Soap and water are the best option, especially if hands are visibly dirty.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Handwashing Tips

Avoid sharing personal household items

- Do not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people in your home.
- Wash these items thoroughly after using them with soap and water or put in the dishwasher.

Clean surfaces in your home regularly

- Clean and disinfect high-touch surfaces (for example, doorknobs, tables, handles, light switches, and countertops) in your “sick room” and bathroom. In shared spaces, you should clean and disinfect surfaces and items after each use by the person who is ill.
- If you are sick and cannot clean, a caregiver or other person should only clean and disinfect the area around you (such as your bedroom and bathroom) on an as needed basis. Your caregiver/other person should wait as long as possible (at least several hours) and wear a mask before entering, cleaning, and disinfecting shared spaces that you use.
- Clean and disinfect areas that may have blood, stool, or body fluids on them.
- Use household cleaners and disinfectants. Clean visible dirty surfaces with household cleaners containing soap or detergent. Then, use a household disinfectant.
 - o Use a product from EPA’s List N: Disinfectants for Coronavirus (COVID-19)[external icon](#)
 - o Be sure to follow the instructions on the label to ensure safe and effective use of the product. Many products recommend keeping the surface wet with a disinfectant for a certain period of time (look at “contact time” on the product label).
 - o You may also need to wear personal protective equipment, such as

- gloves, depending on the directions on the product label.
- o Immediately after disinfecting, wash your hands with soap and water for 20 seconds.
 - o For completed guidance on cleaning and disinfecting your home, visit Complete Disinfection Guidance.
- Take steps to improve ventilation at home
- Improve ventilation (air flow) at home to help prevent from spreading COVID-19 to other people in your household.
 - Clear out COVID-19 virus particles in the air by opening windows, using air filters, and turning on fans in your home.
 - Use this interactive tool to learn how to improve air flow in your home.

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- the Members of the Steering Committee for the Parks & Recreation Master plan are Trustee Edelstein, Parks Director Trish Lacy and Confidential Secretary Charles Hessler. The first meeting will be in July.

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto announced the following:

- Attended the Fireman's inspection dinner & awards ceremony.

Trustee Edelstein announced the following:

- Thanked Dana Laurient, Charles Hessler, DPW and Police for helping with Juneteenth.

Trustee Bencosme announced the following:

- Attended the Juneteenth event and thanked everyone who helped put this event together.

9. VISITORS

9.1 Building Inspector, Larry Tomasso explained that with the recent zoning amendments that the Board adopted, this project can now be approved without variances needed.

Mr. David Barbuti, Architect representing the property owner of 774 Saw Mill River Rd. provided the Board with an overview of 774 Saw Mill River Road apartment building. Mr. Barbuti explained that this proposal will be a nine unit four story dwelling with solar panels on the roof and it will have one affordable unit.

10. OLD BUSINESS:

10.1 Consider a Resolution Granting Permission to Honest Art-708 Saw Mill River Road to Block off Three of the Existing Parking Spaces In Order to Hold Outdoor Summer Classes in the Parking Lot

**Moved by Trustee Edelstein, Seconded by Trustee Bencosme
Resolution Fails by the following votes: 0-3-1**

Ayes: None

Nays: Mayor Kaboolian, Trustee Edelstein and Trustee Bencosme

Abstained: Trustee DiJusto RESOLVED,

that the Village Board of the Village of Ardsley hereby authorizes Honest Art at 708 Saw Mill River Road to block off three of the existing parking spaces in order to hold outdoor summer classes in the parking lot.

Any approvals should contain the following conditions:

1. The exit doors and sidewalk must remain unobstructed at all times
2. The vehicle barriers must remain in place at all times that classes are in session
3. The months of operation of the outdoor classes should be limited as determined by the VB.
4. The hours of operation should also be limited as determined by the VB.
5. The outdoor classes shall not be used to increase the occupant load of the business, but shall be used instead of the indoor space..
6. Any conditions deemed that the Village Board, Village Attorney & Village Manager deem appropriate.
7. Any conditions deemed appropriate by the VB.
8. The applicant must submit a revised plan to the building department detailing all of the conditions of approval.

10.2 Consider a Resolution Amending Chapter 109 Entitled "Filming" of the Code of the Ardsley Village

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed as amended 4-0-0. RESOLVED, that the Village Board of the Village of Ardsley hereby amends Chapter 109 entitled "Filming" of the Ardsley Village Code as follows. (The deleted text is in ~~striketrough~~ and the new text is underscored)

Article I Definitions

§109-1. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

FILMING -When cameras and equipment are at a premises.

FILM POLICY – The Village of Ardsley Film Policy that is in effect at the time of filming.

Article II Private Property

§109-2. Filming on Private Property

No commercial, movie, documentary television program, similar presentation or any portion thereof shall be filmed, videotaped, recorded or otherwise made on any private property within the Village of Ardsley unless the owner or tenant in control of the property or the professional film company first makes an application to and obtains a permit from the Village of Ardsley.

§109-3. Applications for permit

Applications shall be obtained from and submitted for review to the Village Clerk as required by and enumerated in the Film Policy, in person or by mail at least five business days in advance of the filming and must contain at least the following information:

- A. ~~The name, address and telephone number of the applicant.~~
- B. ~~The location of the property where filming, etc., is to take place.~~
- C. ~~State if the applicant is the owner or tenant in possession of the property or the filming company.~~
- D. ~~The name and address of the owner of the property if the applicant is not the owner.~~
- E. ~~The consent of the owner if other than the applicant.~~
- F. ~~The name, address and telephone number of the person or entity the applicant wishes to allow to film, etc.~~
- G. ~~The date filming is to take place and the hours of filming.~~
- H. ~~The dates within the previous 12 months that any filming, as described in § 109-2 above, was conducted at this location.~~
- I. ~~Affirmation that filming will not involve use of public property.~~
- J. ~~A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~
- K. ~~All other information requested on the application.~~

§109-4. Fee

Each applicant shall pay a fee to the Village of Ardsley in the amount as set forth in Schedule of Fees Film Policy, for each permit.

§109-5. Operational Restrictions

- A. Filming for which a permit is required under § 109-2 above shall be conducted in compliance with the Film Policy, in no event be conducted at the same location (i.e., in the

~~same building or at the same street address) more than any portion of 12 calendar days within any twelve month period.~~

~~B. No applicant shall permit any filming for which a permit has been issued to be conducted prior to 7:00 a.m. or after 10:00 p.m.~~

~~C. No applicant shall permit equipment used in connection with such filming, including but not limited to lights, generators and related equipment, to be set up or operated at the location described in § 109-3 above prior to 7:00 a.m. or after 10:00 p.m.~~

§109-6. Penalties for offenses

A. Any person, persons, corporation, company, group or other entity of any kind who fails to obtain the permit required herein or otherwise violates any provision of this chapter shall be subject to a fine of up to \$250 or imprisonment for not more than 15 days, or both such fine and imprisonment.

B. The imposition of such penalty shall not be Village's exclusive remedy in the event of a violation of this chapter. The Village may pursue any and all other legal remedies available to it in connection with any violation of this chapter.

§109-7. Limitations for previous violations

Notwithstanding any of the foregoing, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

ARTICLE III Public Property

§109-8 Filming on public property

No commercial, movie, documentary television program, similar presentation or any portion thereof shall be filmed, videotaped, recorded or otherwise made on any public property (streets, sidewalks, parks, etc.) within the Village of Ardsley, unless application is made and a permit obtained from the Village of Ardsley. This includes the running of cable, the placing or storing of equipment of any kind, the parking of vehicles, etc., on any public property or any other use of public property for the purpose of making films, etc. (NOTE: Specifically excluded are all filming projects conducted under the auspices of the Village of Ardsley Cable Television Committee.)

§109-9. Application for permit

Applications shall be obtained from and submitted to the Village Clerk **as required by and enumerated in the Film Policy**, in person or by mail at least 10 business days in advance of the filming and must contain at least the following information:

- ~~(1) The name, address and telephone number of the person or company making the film, etc.~~
- ~~(2) The location where filming, etc., is to take place.~~
- ~~(3) The date filming is to take place and the hours of filming.~~
- ~~(4) A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~

~~(5) Approval from the Police Chief, with any conditions he may set forth.~~

~~(6) Any other approval the Village Manager or Village Clerk deems necessary, with any conditions which may be set forth.~~

~~B. A certificate of insurance must be submitted with the application, naming the Village of Ardsley as an additional insured, in amounts satisfactory to the Village.~~

§109-10 Fee

The fee for such permit shall be as set forth in the Schedule of Fees Film Policy.

§109-11 Operational Restrictions

A. Filming for which a permit is required under § 109-8 above shall be conducted in compliance with the Film Policy. ~~No applicant shall permit any filming, etc., for which a permit has been issued to be conducted prior to 8:00 a.m. or after 7:00 p.m.~~

B. ~~No applicant shall permit equipment used in connection with such filming, including but not limited to lights and generators, etc., to be set up or operated at the location described in § 109-9 above prior to 8:00 a.m. and after 7:00 p.m.~~

§109-12 Penalties for offenses

A. Any person, persons, corporation, company, group or other entity of any kind who fails to obtain the permit required herein or otherwise violates any provision of this chapter shall be subject to a fine of up to ~~\$1,000~~ \$5,000.

B. The imposition of such fine shall not be the Village's exclusive remedy in the event of a violation of this chapter. The Village may pursue any and all other legal remedies available to it in connection with any violation of this chapter.

§109-13 Limitations for previous violations

Notwithstanding any of the foregoing, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

ARTICLE IV Film production schedule of fees

§109-14 Submission of requests

RESERVED

~~Requests for film productions which will exceed five days must be submitted to the Village Clerk in writing, at least 10 business days prior to filming, for his or her consideration and approval. Such approval may include fees and any conditions the Village Manager or Village Clerk may deem necessary and expedient.~~

§ 109-15 Fees.

All fees for each permit referred to herein are payable in the amounts designated in Chapter A210, Fees the Film Policy

10.3 Consider a Resolution to Adopt Film Policy

[Ardsley Film Policy](#)

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed as amended 4-0-0. RESOLVED, that the Village Board of the Village of Ardsley hereby adopts the attached film policy effective immediately pursuant to Chapter 109 entitled "Filming" of the Ardsley Village Code.

11. NEW BUSINESS:

11.1 Consider a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding with Sustainable Westchester, Inc. for Participation in the Short-term Westchester Power Contract for Communities in the Con Edison Service Territory

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously 4-0-0. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a Memorandum of Understanding, as well as any and all related documentation regarding participation in the short-term Westchester Power contract for communities in the Con Edison Service Territory that will be managed by Sustainable Westchester located at 40 Green Street, Mount Kisco, NY 10549; and

BE IT FURTHER RESOLVED, the term of this understanding shall expire on the earlier of June 30, 2022 or the date on which the 2022 ESA (Electric Service Agreement) is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier.

11.2 Consider a Resolution Authorizing the Village Manager to Sign an Intermunicipal Agreement Between Westchester County and the Village of Ardsley Regarding Police Academy Instructors

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously 4-0-0. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement between Westchester County and the Village of Ardsley to assign one or more police officers who are certified police instructors to the Police Academy to provide instruction at the police training facility located in Valhalla, New York; and

BE IT FURTHER RESOLVED, that this agreement shall commence on March 21, 2022 and continue through March 20, 2027.

11.3 Consider a Resolution Determining that Proposed Action: Development at 774 Saw Mill River Rd in the Village of Ardsley is an Unlisted Action and providing for Coordinated Review Under SEQRA by Declaring their Intent to Act as Lead Agency

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed 4-0-0.

WHEREAS, the Building Department for the Village of Ardsley on or about 6/1/22 received an Application for Board of Trustees Site Plan Approval for the redevelopment of property located at 774 Saw Mill River Road in the Village of Ardsley designated on the tax assessment map of the Town of Greenburgh as Section 6; Sub-Section 50; Block 18; Lot 29 (the "Subject Site"), from 774 Saw Mill River Road LLC (hereinafter the "Applicant") with the proposed use subject to site plan approval by the Village Board after review and recommendation by the Village of Ardsley Planning Board (the "Planning Board") and Village of Ardsley Board of Architectural Review (the "BAR"); and

WHEREAS, as part of the submission materials received by the Village included: a Zoning Work Sheet dated 5/28/22 signed by David Barbuti, Registered Architect; a Preliminary site plan set prepared by David A. Barbuti Architect, PC last revised 8/3/21; two (2) colored renderings of the proposed building; and a Short Environmental Assessment Form dated 6/9/22 signed by David Barbuti (hereinafter the "Site Plan Application"); and

WHEREAS, the Site Plan Application calls for the redevelopment of the Subject Site to include a nine new multi-family residential units supported by nine parking spaces (hereinafter the "Proposed Action");

WHEREAS, the Village Board has reviewed the applicable standards of SEQR 6 NYCRR Part 617.6(b), and concluded that it should be designated as the lead agency in the coordinated environmental review of the Proposed Action, as it is the local agency with the broadest governmental powers to investigate the impacts of the Proposed Action.

NOW, THEREFORE, BE IT RESOLVED, the Village Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") specifically §617.4 and §617.5 and, hereby determines that the Action is subject to SEQR and is an Unlisted Action; and

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF and with the assistance of staff, using all due diligence, are interested or involved agencies for the Proposed Action and should be provide a copy of this Notice of Intent to Act as Lead Agency:
Village of Ardsley Planning Board
Village of Ardsley Board of Architectural Review
Westchester County Department of Health
Westchester County Department of Planning
New York State Department of Environmental Conservation
New York State Department of Transportation
Federal Emergency Management Agency; and

BE IT FURTHER RESOLVED, that the Village Board hereby directs that a Lead Agency Coordination Notice be circulated among interested and involved agencies together with

copies of the EAF, and such other information as is appropriate, indicating the Village Board's intent to assume the role of Lead Agency for the Action under SEQR and Part 617, and that a minimum of 30 days to comment on the Board's Intent to Act as Lead Agency and that any correspondence on this matter be directed to the Office of the Building Inspector, 507 Ashford Avenue, Ardsley, NY 10502.

11.4 Consider a Resolution to Award Proposal for Material Testing & Inspections Services Evaluation for New Public Works Facility Project

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously 4-0-0. WHEREAS, Consultants, Calgi Construction Company Inc. solicited proposals for Material Testing and Inspections Service firms for the new public works facility; and

WHEREAS, the proposal was sent to seven (7) firms and four (4) firms replied and submitted proposals to Consultants, Calgi Construction Company Inc. as summarized below:

1. STL INC.	TOTAL COST	\$107,010
2. ATLAS	TOTAL COST	\$117,465
3. TEST- CON	TOTAL COST	\$144,000
4. MT GROUP	TOTAL COST	\$195,510

WHEREAS, the consultants prepared a report and issued a recommendation; and

WHEREAS, based on this recommendation, the Village Board of the Village of Ardsley hereby awards the proposal to STL Inc. Special Testing Laboratories, Inc., 21 Henry Street, PO Box 200, Bethel, CT 06801.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contract and all other applicable documents with STL Inc. Special Testing Laboratories, Inc. to perform work pertaining to the new public works facility project located at 220 Heatherdell Road, Ardsley, NY subject to the review of the Village Attorney.

11.5 Consider a Resolution Authorizing, Subject To Permissive Referendum, The Issuance Of An Additional \$8,825,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay Part Of The Cost Of Construction Of A New Highway Garage

**Moved by Trustee Bencosme, Seconded by Trustee Edelstein
Roll Call Vote: 4-0-0**

**Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian
Nays: None WHEREAS,** the capital project hereinafter described has been determined to be an Unlisted 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 proposed, will not result in any significant adverse environmental effects; and

WHEREAS, the Board of Trustees of the Village of Ardsley, Westchester County, New York, on May 6, 2019, duly adopted a bond resolution authorizing the issuance of \$13,000,000 bonds of said Village to pay the cost of the construction of a new highway garage to be located at 220 Heatherdell Road, in the Village of Ardsley, Westchester County, New York, including demolition of existing buildings, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for Village of Ardsley, Westchester County, New York, and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$21,825,000, an increase of \$8,825,000 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$8,825,000 bonds of said Village for such specific object or purpose to pay a portion of the cost thereof; 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 specific object or purpose of paying additional costs of the construction of a new highway garage to be located at 220 Heatherdell Road, in the Village of Ardsley, Westchester County, New York, including demolition of existing buildings, original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued an additional \$8,825,000 bonds of the Village of Ardsley, Westchester County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now determined to be \$21,825,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is as follows:

- a) by the issuance of the \$13,000,000 bonds of said Village authorized to be issued pursuant to bond resolution dated and duly adopted May 6, 2019; and
- b) by the issuance of the additional \$8,825,000 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 specific object or purpose is twenty-five years, pursuant to subdivision 11b of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of the first obligations issued against said May 6, 2019 bond resolution.

Section 4. The faith and credit of said Village of Ardsley, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations 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 obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations 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. 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, 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, a summary thereof shall be published in the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. This resolution is adopted subject to permissive referendum.

- 11.6 Consider a Resolution Authorizing The Issuance Of \$330,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of Dump Trucks With Plow And Sander

Moved by Trustee DiJusto, Seconded by Trustee Edelstein

Roll Call Vote: 4-0-0

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None 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

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 class of objects or purposes of paying the cost of the purchase of dump trucks with plow and sander, each item of which costs \$30,000 or over, 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 \$330,000 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 class of objects or purposes is \$330,000, 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 \$330,000 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 28 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, 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.

11.7 Consider a Resolution Authorizing The Issuance Of \$350,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Replacement Of The Base Station And Mobile Radio System For The Police Department

Moved by Trustee Bencosme, Seconded by Trustee Edelstein

Roll Call Vote: 4-0-0

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None 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

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 replacement of the base station and mobile radio system for the Police Dept., for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$350,000 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 \$350,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$350,000 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 specific object or purpose is ten years, pursuant to subdivision 90, based upon subdivisions 25 and 98, 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, 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.

- 11.8 Consider a Resolution Authorizing The Issuance Of \$700,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Road Reconstruction And Resurfacing, Throughout And In And For Said Village

**Moved by Trustee Edelstein, Seconded by Trustee Bencosme
Roll Call Vote: 4-0-0**

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None 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

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 class of objects or purposes of paying the cost of road reconstruction, throughout and 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 \$700,000 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 class of objects or purposes is \$700,000, 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 \$700,000 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.

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.

- 11.9 Consider a Resolution Authorizing The Issuance Of \$14,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of A Landscape Trailer

Moved by Trustee DiJusto, Seconded by Trustee Edelstein

Roll Call Vote: 4-0-0

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None WHEREAS,

the capital project hereinafter described, as proposed, 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 have any significant adverse effect on the environment; and

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. The purchase of a purchase landscape trailer, for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, at a maximum estimated cost of \$14,000, is hereby authorized.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$14,000 serial bonds of said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of each of the aforesaid specific objects or purposes is 5 years, pursuant to subdivision 28 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 not 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, 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. This resolution, which takes effect immediately, shall be published in 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.

- 11.10 Consider a Resolution Authorizing The Issuance Of \$75,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of A Fire Chief Vehicle

Moved by Trustee Edelstein, Seconded by Trustee Bencosme

Roll Call Vote: 4-0-0

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None 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

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 purchase of a fire chief vehicle, for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$75,000 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 \$75,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$75,000 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 specific object or purpose is twenty years, pursuant to subdivision 27 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, 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.

- 11.11 Consider a Resolution Authorizing The Issuance Of \$55,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Replacement Of Computer Server And Computer Software

Moved by Trustee Bencosme, Seconded by Trustee Edelstein

Roll Call Vote: 4-0-0

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None WHEREAS,

the capital project hereinafter described, as proposed, 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 have any significant adverse effect on the environment; and 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. The replacement of computer server and software, for the Village of Ardsley, Westchester County, New York, including incidental expenses in connection therewith, at a maximum estimated cost of \$55,000, is hereby authorized.

Section 2. It is hereby determined that the plan for the financing of the aforesaid maximum estimated cost is by the issuance of \$55,000 serial bonds of said Village hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of each of the aforesaid specific objects or purposes is 5 years, pursuant to subdivision 32 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 not 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, 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. This resolution, which takes effect immediately, shall be published in 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.

- 11.12 Consider a Resolution Authorizing The Issuance Of \$30,000 Bonds Of The Village Of Ardsley, Westchester County, New York, To Pay The Cost Of The Purchase Of Apparatus For A Fire Pumper Vehicle

Moved by Trustee DiJusto, Seconded by Trustee Edelstein

Roll Call Vote: 4-0-0

Ayes: Trustee Edelstein, Trustee Bencosme, Trustee DiJusto and Mayor Kaboolian

Nays: None 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

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 purchase of apparatus for a fire pumper vehicle, for the Village of Ardsley, Westchester County, New York, including incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$30,000 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 \$30,000, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan of financing thereof is by the issuance of the \$30,000 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 specific object or purpose is ten years, pursuant to subdivision 27 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, 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.

12. CALL FOR EXECUTIVE SESSION-PERSONNEL MATTERS

13. ADJOURNMENT OF MEETING

13.1 Adjournment

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously 4-0-0. RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Tuesday, June 21,2022 to enter into Executive Session for Personnel Matters at 10:23 p.m.

14. ANNOUNCEMENTS June 21st Board of Architectural Review Meeting 8:00 pm

June 22nd Ardsley Senior Citizens-Bingo 11:00 am

June 22nd Homework Helpers -3:00 pm

June 22nd Zoning Board of Appeal Meeting 8:00 pm

June 23rd Summer Concert Series 6:30 pm

June 23rd Library Board Meeting 7:30 pm

June 24th Middle School Hangout 3:00 pm

June 29th Senior Citizens BBQ 11:30 am

July 4th ALL VILLAGE OFFICES CLOSED

15. NEXT BOARD MEETING: Tuesday, July 5, 2022

Village Clerk, Ann Marie Rocco

Date:



VILLAGE OF ARDSLEY FILM POLICY

1. A permit is required to film, videotape, video record, or televise for commercial purposes on public or private property within the municipal boundaries of the Village of Ardsley. Non-profit and student films will be evaluated on a case-by-case basis to determine if a film permit is necessary.
2. The application to obtain a Filming Permit must be completed and submitted to the Village Clerk, including all required supporting documentation and applicable fees, at least fourteen (14) days prior to filming. Late applications are accepted at the discretion of the Village Clerk, and may be subject to a double fee.
3. The Village reserves the right to deny any permit hereunder if it is deemed not in the public interest.
4. The Village must be named as additional insured on the liability policy of the producer or permittee (\$3,000,000 minimum) and proof of such coverage must be provided prior to filming.
5. The permittee shall execute an indemnification agreement holding the Village harmless and agreeing to indemnify the from any liability.
6. The Village must be provided evidence of appropriate Worker's Compensation Insurance that provides coverage for all members of the production.
7. The filming must comply with all Federal, State, and local laws and ordinances.
8. The Applicant will be required to post a cash bond or present a check made payable to the Village of Ardsley in an amount to be determined by the Village Clerk of no less than \$2,500 to insure compliance with regulations and representations of the production company.
9. A permit fee must be paid to the Village of Ardsley as follows:

All productions larger than a small production as defined below on public or private property	\$5,000 per filming day.
Small productions as defined below on public or private property	\$1,500 per filming day.

Small productions are productions which involve no more than:

- (1) one truck with a bed not to exceed 10 feet in length, 8,600 gross vehicle weight and 4 wheels parked in a location to be approved by the Chief of Police
- (2) no more than 2 passenger vehicles parked in a location to be approved by the Chief of Police;
- (3) no on-site generator;
- (4) no more than 15 cast and crew members

Non-profit/ Student filming: \$1,500 per filming day
(as per Item 1, non-profit and student films may be exempt from fees) at the discretion of the Village Manager

10. A filming day shall be defined as 7:00am to 7:00pm. Irrespective of total duration of filming in a day, any filming outside of the filming day timeframe will incur additional costs of one-twelfth (1/12) the filming day rate per hour. Filming done entirely outside the hours of the regular filming day described above will still be subject to the full charge for a filming day in addition to pro-rated hourly charges. Furthermore, the day will be defined to begin when vehicles and equipment arrive and setting up begins, and the day will be defined to end when the area is restored and the last member of the production leaves the area.
11. Ardsley Police Officers must be used for traffic and crowd control. The stopping and redirecting of pedestrian and vehicular traffic may only be performed by Ardsley Police Department personnel, or designee of the Chief of Police. Police vehicles and equipment used will also be billed at hourly rates. All applicable Police fees are non-negotiable and will be billed separately.
12. The Permittee will be responsible for and will be billed separately for all costs associated with the Department of Public Works as it relates to the production, including but not limited to special sanitation collection, street lighting, and site restoration work. Public Works vehicles and equipment used will also be billed at hourly rates. All applicable Public Works fees are non-negotiable and will be billed separately.
13. The parking and storing of all vehicles and equipment related to the production shall be confined to a location designated by only the Village Manager, Chief of Police, or designee. Parking and storing of vehicles and equipment may be charged an appropriate additional fee to be determined by the Village Manager.
14. The Permittee or designee must personally contact those residents and businesses affected by the filming schedule, in writing, no less than seven (7) days prior to filming. Residents and businesses must be provided an opportunity to ask questions to the film company about the impact of the production.
15. The Chief of Police and Village Manager, or designee have the power to immediately shut down filming if deemed in the interest of public interest or safety. Furthermore, the Village may also immediately revoke any permit upon discovery of false or misleading statements in the application or for violation of any terms of the permit.

16. Upon completion of the filming within the Village, the Applicant is responsible for restoring the area to its original condition.
17. The application may be approved conditionally with special conditions set by the Village Manager, Chief of Police, or designee.
18. Amendments to an approved permit must be approved separately and will be subject to an additional fee of \$500 to the Village.
19. To receive a full refund, the Village must be given no less than 48 hours' notice to any cancellation of filming. If proper notice of cancellation is not received, the Applicant will not be refunded any portion of the permit cost.
20. Outside and above any fees and charges applicable in this policy, there shall be an administrative fee of \$250 per film day for **each** service supplied by the Village, including but not limited to Police and Public Works, for the coordination of staff and any village resources used to accommodate filming and production needs. Productions that do not require municipal services will not be subject to this fee.

ABSTRACT FOR VILLAGE BOARD MEETING OF July 5th, 2022

<u>GENERAL FUND</u>	<u>\$74,180.39</u>
<u>TRUST & AGENCY FUND</u>	<u>\$0.00</u>
<u>CAPITAL FUND</u>	<u>\$14,753.06</u>
<u>SEWER FUND</u>	<u>\$5,000.00</u>

Date	Vendor Name	Description	Amount
5/31/2022	Atlantic A Program of De Lage	Printer Overage April-June	\$53.10
		VILLAGE COURT SUBTOTAL	\$53.10
6/27/2022	VINCENT GIORDANO	Service for 6-13 to 6-24	\$463.50
6/30/2022	ALFREDO DIVITTO	Service for 5-30 to 6-3	\$463.50
6/30/2022	ALFREDO DIVITTO	Service for 6-20 to 6-24	\$360.50
		BUILDING DEPT. SUBTOTAL	\$1,287.50
6/27/2022	METRO SPORTS OFFICIALS	softball umpires	\$450.00
6/27/2022	NORA MAHER	entertainment for ice cream so	\$250.00
6/27/2022	ROBERT ANGELO	band ice cream social	\$700.00
6/24/2022	James Andrew Gante Jr	Soccer for 4-24 to 6-19	\$1,304.00
5/31/2022	Blanchard Promotional Partners	5K Tee Shirts	\$860.98
5/31/2022	Atlantic A Program of De Lage	Printer Overage April-June	\$8.91

6/21/2022	Karen Tardibono	Security Deposit Refund	\$250.00
6/21/2022	MARISSA CALDAROLA	Reimbursement for Pizza	\$132.94
6/28/2022	TERMINIX PROCESSING CENTER	Service for 6-17-22	\$67.00
6/28/2022	Michael Brun	Refund for Tennis Registration	\$26.00
6/30/2022	PARTY LINE	Juneteenth Cocktail Tables	\$312.50
COMMUNITY CENTER SUBTOTAL			\$4,362.33

5/31/2022	ESS INC.	ESS- RADIO REPAIR	\$63.67
5/31/2022	ADT Commercial	ADT- FIREPRINT DETECTOR	\$2,395.00
5/31/2022	SCHUFIRE LLC	Waterway Ladder Test	\$516.00
5/31/2022	SCHUFIRE LLC	Waterway Hose Testing	\$3,205.80
5/31/2022	SPRINT	Final Invoice	\$7.19
6/27/2022	T.C.D. CELLULAR COMM	TCD CELLULAR- CAR LETTERS	\$375.00
6/27/2022	CURRY CHEVROLET	CURRY CHEVY-STARTER	\$233.99
6/27/2022	ADT Commercial	ADT-BATTERY	\$222.00
6/27/2022	CORSI TIRE	CORSI TIRE-L50	\$7,361.82
6/27/2022	AAA EMERGENCY SUPPLY CO	AAA-HOODS	\$460.00
6/27/2022	D.P. WOLFF INC	DP-WOLFF-AC	\$454.05
6/27/2022	D.P. WOLFF INC	DP-WOLFF-CONTRACT	\$7,340.20
6/27/2022	COUNTY AUTO & COMM. TOW.	COUNTY TOWING-2013	\$209.67
6/27/2022	COUNTY AUTO & COMM. TOW.	COUNTY TOWING-U163	\$126.03
6/27/2022	COUNTY AUTO & COMM. TOW.	COUNTY TOWING-2012	\$775.52
6/27/2022	WALLAUER	WALLAUER-SUPPLIES	\$8.15
6/27/2022	WALLAUER	WALLAUER-SUPPLIES	\$5.60
6/28/2022	VERIZON	Usage for 6-22 to 7-21	\$34.63
FIRE DEPT. SUBTOTAL			\$23,794.32

6/27/2022	ARGENTO AND SONS INC	element/cover/oil	\$206.97
6/27/2022	ARGENTO AND SONS INC	cable twist/oil	\$126.95
6/27/2022	KIMBALL-MIDWEST	retainer/clamp/nut/washer	\$274.10
6/27/2022	SCARSDALE FORD INC.	engine oil	\$82.95
6/27/2022	SAW MILL STONE & MASONRY SUPPL	item 4 stone	\$105.00
6/27/2022	SAW MILL STONE & MASONRY SUPPL	item 4 stone	\$210.00
6/27/2022	SAW MILL STONE & MASONRY SUPPL	item 4 stone	\$210.00
6/27/2022	SAW MILL STONE & MASONRY SUPPL	item 4 stone	\$210.00
6/27/2022	SAW MILL STONE & MASONRY SUPPL	item 4 stone	\$105.00
6/27/2022	SAW MILL STONE & MASONRY SUPPL	3/4 bluestone gravel	\$384.00

6/27/2022	SAW MILL STONE & MASONRY SUPPL	concrete sand	\$222.00
6/27/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$67.50
6/27/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$67.50
6/30/2022	PAUL BUNYAN TREE SERVICE	tree removal	\$1,500.00
6/30/2022	ORTIZ WELDING	angle iron/d rings	\$756.00
6/30/2022	ORTIZ WELDING	angle iron/d rings	\$135.00
6/30/2022	THALLE INDUSTRIES	tracking stone/Pascone	\$333.20
6/30/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$81.00
6/30/2022	SAW MILL STONE & MASONRY SUPPL	cement	\$40.50
6/30/2022	White Cap, L.P.	hard hats/ratchet strap	\$61.00
6/30/2022	SCARSDALE FORD INC.	wire assembly	\$41.36
5/31/2022	White Cap, L.P.	Brass Sprayer	\$30.31
5/31/2022	SEA BOX INC	Container Retainer	\$250.00
5/31/2022	EPIC PRINTING	Vinyl Decals	\$207.00
6/23/2022	CORSI TIRE	New Tires	\$808.14
6/23/2022	CORSI TIRE	New Tires	\$279.08
6/29/2022	READERS HARDWARE INC	Ladder, Bolts	\$108.58
		HIGHWAY DEPT. SUBTOTAL	\$6,903.14
3/25/2022	Lawmen Supply Company	PO Roemer uniform	\$171.66
6/30/2022	MATTHEW BENDER & CO. INC.	Gray book update	\$41.34
5/31/2022	VERIZON WIRELESS	Usage for 5-13 to 6-12	\$519.45
6/24/2022	OPTIMUM	Usage for 6-23 to 7-22	\$16.84
6/28/2022	ACME EXTERMINATING	Service for June 2022	\$73.84
6/28/2022	VERIZON	Usage for 6-22 to 7-21	\$39.87
		POLICE DEPT. SUBTOTAL	\$863.00
6/27/2022	THE RIVERTOWNS ENTERPRISE	planning board hearing	\$32.50
7/2/2021	RINA SCHUNK	SAYF Social Media Support	\$400.00
6/2/2022	ROBERT PONZINI	Retainer for legal services	\$5,979.00
6/3/2022	GEORGE MALONE	Direct Public Govt. Access	\$831.52
6/15/2022	CDW GOVERNMENT	Adobe Pro License - Stormwater	\$205.67
6/24/2022	GOVCONNECTION INC	Drum Unit kit	\$96.50
6/24/2022	GOVCONNECTION INC	Drum Unit kit	\$74.27
6/27/2022	THE RIVERTOWNS ENTERPRISE	legal notices	\$144.00
6/30/2022	NYSCMA	NYSCMA Membership, Cerretani	\$400.00
6/30/2022	NYSCMA	NYSCMA Membership, _Hessler	\$175.00

5/31/2022	JAMES J HAHN ENGINEERING PC	Paving	\$287.50
5/31/2022	JAMES J HAHN ENGINEERING PC	Milling & Paving	\$2,507.50
5/31/2022	JAMES J HAHN ENGINEERING PC	Revolutionary Road	\$402.50
5/31/2022	JAMES J HAHN ENGINEERING PC	Heatherdell Fence	\$382.50
5/31/2022	WESTCHESTER COUNTY DEF	Tipping Fee for May	\$7,548.90
5/31/2022	Atlantic A Program of De Lage	Printer Overage April-June	\$146.71
6/20/2022	DONALD W. BROWN	Village Hall Roof Repair	\$575.00
6/21/2022	PITNEY BOWES	Usage for 4-25 to 7-24	\$297.00
6/23/2022	STANDARD INSURANCE COMPANY	June Premium	\$1,046.50
6/21/2022	CHURY CHEVROLET	Transmission for Tahoe	\$4,823.01
6/22/2022	PITNEY BOWES RESERVE FUND	Reserve Fund Increase	\$1,000.00
6/21/2022	JAMES J. HAHN ENGINEERING PC	Milling & Paving	\$2,048.32
6/21/2022	JAMES J. HAHN ENGINEERING PC	Revolutionary Rd Sidewalk	\$840.00
6/21/2022	JAMES J. HAHN ENGINEERING PC	Heatherdell Fence & Slope	\$1,711.25
6/23/2022	GREENBURGH RECEIVER OF TAXES	Tax Payment	\$1,242.50
6/24/2022	WESTCHESTER CTY DEPT OF HEALTH	Application Fee	\$3,619.35
			\$100.00
		VILLAGE HALL SUBTOTAL	\$36,917.00
		GENERAL FUND TOTAL	\$74,180.39
		TRUST & AGENCY TOTAL	\$0.00
5/31/2022	WESTCHESTER COUNTY HEALTH DEPT	File ID:C22-030 Water Main Ext	840.00
6/27/2022	WESTON & SAMPSON	Professional Services	8,437.50
5/31/2022	JAMES J HAHN ENGINEERING PC	Curbs	850.00
5/31/2022	JAMES J HAHN ENGINEERING PC	Powder Horn Improvements	1,500.00
6/21/2022	JAMES J HAHN ENGINEERING PC	Heatherdell Sidewalk	\$786.81
6/21/2022	JAMES J HAHN ENGINEERING PC	Curbs	\$1,258.75
6/21/2022	JAMES J HAHN ENGINEERING PC	Powder Horn Drainage Project	\$1,080.00
		CAPITAL FUND TOTAL	\$14,753.06
5/31/2022	Delaware Engineering, D.P.C.	Sewer Review and Mapping	5,000.00
		SEWER FUND TOTAL	\$5,000.00

**RESOLUTION TO AWARD BID FOR
FACILITY CLEANING CONTRACT**

WHEREAS, a public notice for the Facility Cleaning Contract was duly advertised in an official newspaper on May 27, 2022; and

WHEREAS, on July 1, 2022 at 11:00 a.m. at Ardsley Village Hall-Court Facility the Village Clerk in the presence of the Village Manager and Confidential Secretary, opened three (3) bids as summarized below;

FACILITY CLEANING CONTRACT

COMPANY	BASE BID
Hildago Maintenance, Inc.	Facilities: \$2, 750.00 /month
Cleaning Services of Hudson Valley, Inc.	Facilities: \$1,850.00/month
Superior Building Maintenance	Facilities: \$1,450.00/month

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contract with Superior Building Maintenance, 1538 Route 52, Fishkill, NY 12524 for weekly facilities cleaning (Village Hall, Police Department, & Community Center).

FORM OF AGREEMENT

AGREEMENT FOR CLEANING SERVICES

This is an Agreement for cleaning services dated as of July 5, 2022 by and between the

Village of: Ardsley

AND

(Name and address of Company being awarded the contract, hereinafter referred to as The Company):

Superior Building Maintenance
1538 Route 52
Fishkill, NY 12524

Article 1. Scope of Work

The Company agrees to perform all services set forth in and in accordance with the bid document entitled "Bid Specifications Facility Cleaning, Village of Ardsley, NY", which is annexed to and made a part of this Agreement as Exhibit A (the "Services").

Article 2. Term

The term of this agreement shall be in effect for a period of one year. The term XXXX, through XXXX. The Village shall have the right to extend this agreement for another one year term, from XXXX through XXXX pursuant to the terms of the bid specification and the response from The Company pursuant thereto.

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

Article 3. Performance of Services

In performing the services, the Company shall assign qualified personnel and perform said services with skill, diligence and quality control/quality assurance measures. The Company shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.

Article 4. Compensation and Payment

For satisfactory performance of the services, the Village agrees to compensate the Company on a monthly basis. Payments shall be made by the Village within thirty (30) – forty five (45) days of receipt of an invoice. Invoices for the Village of Ardsley shall be accompanied by completed weekly worksheets and certified payrolls to comply with Prevailing Wages for the applicable monthly invoice. Should there be a question or dispute regarding the invoice submitted, the Village shall make payment within thirty (30) days after receipt of acceptable answers to the questions posed or after resolution of the dispute.

Article 5. Independent Contractor

In performing the Services and incurring expenses under this Agreement, the Company shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Village. As an independent contractor, The Company shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Company's personnel engaged in the performance of the Services.

Article 6. Insurance

The Company shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Village who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of THE COMPANY and not those of the Village. Notwithstanding anything to the contrary in this Agreement, THE COMPANY irrevocably waives all claims against the Village for all

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this Article 6. The provisions of insurance by THE COMPANY shall not in any way limit The Company's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limits of</u>
<u>Coverage</u> Workers' Compensation	Statutory
Employer's Liability or occurrence similar insurance	\$1,000,000 each
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including broad form occurrence contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each
Excess Liability Policy	\$1,000,000 each occurrence

THE COMPANY shall deliver simultaneously with the execution of this Agreement, certificates of insurance evidencing the Company's compliance with these requirements.

Each policy of insurance shall contain clauses to that effect that (i) such insurance (except professional liability) shall be primary without right of contribution of any other insurance carried by or on the behalf of the Village with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially changed or not renewed without ten (10) days prior written notice to the Village, and the Village shall have the option to pay any necessary premiums and charge the cost back to the Company.

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

Article 7. Indemnification

THE COMPANY agrees to indemnify and hold harmless the Village, and its officials, employees, agents, reviewing boards and members of such boards, against claims, losses, damages, liabilities, costs or expenses (including reasonable attorney's fees and costs of litigation and/or settlement, whether incurred as a result of a claim by a third party or an indemnitee hereunder) arising out of (i) the performance of the Services by or on behalf of THE COMPANY pursuant to this Agreement and (ii) the Services themselves if negligently prepared.

Article 8. Responsibility to Correct Deficiencies

It shall be The Company's responsibility to correct, in a timely fashion and at The Company's sole expense, any deficiencies in its Services provided such deficiencies are reported to The Company prior to Thirty (30) days after completion of the Services.

Article 9. Waiver and Severability

The failure of either party to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is explicitly given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

Article 10. Miscellaneous

A. All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the addresses set forth herein by certified mail, return receipt requested, or by Federal Express or similar overnight courier or by facsimile transmittal with confirmation by regular first-class mail.

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

B. This Agreement was negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

C. THE COMPANY or any of its subcontractors are hereby prohibited from engaging in discriminatory hiring practices, or assuming any engagements during the term of this Agreement which might be in conflict with the Company's responsibilities under this Agreement.

Article 11. Termination

The Village may terminate this contract upon 30 days' written notice if the Company defaults on any terms and conditions herein and the Company fails to cure the default within the 30-day period.

Article 13: Alternative Provision

The contractor acknowledges and agrees that, pursuant to New York General Municipal Law Section 103 (16), the Village of Ardsley intends to allow all political subdivisions in the State of New York to participate in the contract. These political subdivisions include, but are not limited to local governments (villages, town, etc.), public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. Such political subdivisions shall participate in this contract by entering into their own separate contracts with the contractor that are based upon, incorporate and honor the terms, conditions, specifications and above-listed prices of this bid and the resulting contract.

Article 12. Entire Agreement

The rights and obligations of the parties, and their respective agents, successors and assigns, hereunder shall be subject to and governed by this Agreement, including Exhibit A, which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

Any discrepancies between this Agreement and Exhibit A, whether or not specifically identified herein, shall be resolved in favor of this Agreement form.

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Village of Ardsley

By: _____

Joseph Cerretani, Village Manager

THE COMPANY

Signature: _____

Name and Title: _____

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

Village of Ardsley, 507 Ashford Avenue, Ardsley, NY 10502
(914) 631-1550

**RESOLUTION AWARDING CONTRACT FOR 2022
JOINT ROAD MILLING & RESURFACING**

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

WHEREAS, a public notice for this project bid was duly advertised on April 11, 2022; and

WHEREAS, at 11:00 A.M., on May 4, 2022 at Irvington Village Hall all bids received were opened as summarized below; and

<u>CONTRACTOR</u>	<u>Bituminous Top Course (per ton)</u>	<u>Cold Milling & Removal of Bituminous Pavement (per square yard)</u>	<u>TOTAL BASE BID</u>
Montesano Brothers Inc. 76 Plain Avenue New Rochelle, NY 10801	\$149.50	\$7.45	\$1,792,812.21
ELQ Industries Inc. 567 Fifth Avenue New Rochelle, NY 10801	\$147.00	\$8.60	\$1,879,819.04
PCI Industries Corp. 550 Franklin Avenue Mt. Vernon, NY 10550	\$145.25	\$9.50	\$1,974,633.50
Waters Paving 300 Bostwick Avenue Bridgeport, CT 06605	\$155.00	\$6.90	\$2,022,567.10

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

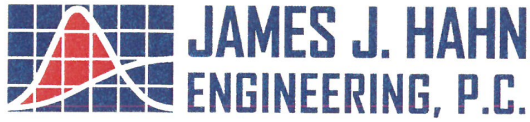
WHEREAS, following the unit values bid in the contract and the extended totals based upon the Engineers estimates of the work to be performed in the Village of Ardsley the value of work is \$169,538.00, with the

Village of Ardsley Board of Trustees Agenda- July 5, 2022

balance of the contract value for work apportioned to the Villages of Irvington, Dobbs Ferry, Elmsford, Hastings, and Tarrytown, collectively summing to \$1,542,131.51; and

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

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby awards the contract, for the work to be performed for the 2022 Milling and Resurfacing on various streets in the Village of Ardsley to Montesano Brothers Inc. in accordance with their Unit Prices contained in their Bid of May 4, 2022 for the work to be performed within the Village of Ardsley and the other Villages and to authorize the Village Manager to execute said contract.



Putnam Business Park
1689 Route 22
Brewster, NY 10509

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

M E M O R A N D U M

To : Joseph L. Cerretani
Village Manager

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

Date : May 26, 2022

Subject : 2022 Road Milling and Paving Contract
Village of Ardsley, NY

On May 4, 2022, four (4) bids for the referenced project were received and publicly read aloud at Irvington Village Hall. As requested, we have reviewed the bids in accordance with the project specifications. The bid values were verified for the four bidders as shown on the attached spreadsheet. Some mathematical corrections were required, indicated in red.

The combined work for the project consists of milling approximately 69,350 square yards of existing roadway surface, adjust manholes, valve boxes, and catch basins, line striping, and installing approximately 8,390 tons of asphalt top course.

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

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Montesano Bros., Inc. 76 Plain Avenue New Rochelle, NY 10801	\$1,792,812.21
ELQ Industries, Inc. 567 Fifth Avenue New Rochelle, NY 10801	\$1,879,819.04
PCI Industries Corp. 550 Franklin Avenue Mt. Vernon, NY 10550	\$1,974,633.50

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

ASCE

AWWA

NSPE

WEF

Joseph L. Cerretani
2022 Road Milling and Paving Contract
May 26, 2022
Page 2

Waters Paving
300 Bostwick Avenue
Bridgeport, CT 06605

\$2,022,567.10

The bid analysis for the combined work is attached.

The anticipated total cost of work in Ardsley is \$169,538.00. Attached is the cost for Ardsley based on the estimated quantities.

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

Montesano Bros., Inc. has indicated that they can perform the work in accordance with the project specifications.

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

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



Enclosure

P:\Village of Ardsley\Milling & Paving Inspection\2022\Paving\Recommendation Letter.doc

Proposed Irvington Milling and Paving - 2022 (Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown) BID ANALYSIS			Bidder: Address: City, State Phone Contact	Montesano Bros, Inc. 76 Plain Avenue New Rochelle, NY 10801 914-235-4800 dominick@montesanobros.com	ELO Industries, Inc. 567 Fifth Avenue New Rochelle, NY 10801 914-654-1040 tsilva@elgindustries.com	PCI Industries Corp 550 Franklin Ave Mount Vernon, NY 10550 914-665-4700 sherdingt@pcicorp.org	Waters Paving 300 Bostwick Ave Bridgeport, CT 06605 203-395-1453 sohara@watersconst.com				
SPEC. SECT	ITEM	UNIT	EST. QUANT.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
10A	Asphalt Misc. Sidewalks, Swales and Driveways	500	SF	\$ 7.00	\$ 3,500.00	\$ 8.80	\$ 4,400.00	\$ 20.00	\$ 10,000.00	\$ 37.00	\$ 18,500.00
13VA	Adjust Valve Boxes	54	EA	\$ 150.00	\$ 8,100.00	\$ 514.00	\$ 27,756.00	\$ 400.00	\$ 21,600.00	\$ 145.00	\$ 7,830.00
50	Bituminous Base Course	147	TON	\$ 210.00	\$ 30,870.00	\$ 147.00	\$ 21,609.00	\$ 175.00	\$ 25,725.00	\$ 155.00	\$ 22,785.00
51 A-6F	Bituminous Top Course	7,852	TON	\$ 149.50	\$ 1,173,874.00	\$ 147.00	\$ 1,154,244.00	\$ 145.25	\$ 1,140,503.00	\$ 155.00	\$ 1,217,060.00
51M	Cold Milling & Removal of Bituminous Pavement (2")	64,589	SY	\$ 7.45	\$ 481,188.05	\$ 8.60	\$ 555,465.40	\$ 9.50	\$ 613,595.50	\$ 6.90	\$ 445,664.10
52	Speed Humps and Tables – Speed Tables	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 9,500.00	\$ 19,000.00
76	Maintenance and Protection of Traffic	NP	NP	NP	Non-payment	NP	Non-payment	NP	Non-payment	NP	Non-payment
102MHA-1	Adjust Manhole & Catch Basins Frames, Covers and Grates	25	EA	\$ 600.00	\$ 15,000.00	\$ 740.00	\$ 18,500.00	\$ 750.00	\$ 18,750.00	\$ 1,800.00	\$ 45,000.00
102MHA-1	Adjust Manhole & Catch Basins Frames, Covers and Grates (Replacement)	3	EA	\$ 1,700.00	\$ 5,100.00	\$ 1,840.00	\$ 5,520.00	\$ 1,500.00	\$ 4,500.00	\$ 3,200.00	\$ 9,600.00
102MHA-2	Adjust Manhole & Catch Basins Frames, Covers and Grates	22	EA	\$ 750.00	\$ 16,500.00	\$ 1,550.00	\$ 34,100.00	\$ 2,000.00	\$ 44,000.00	\$ 2,400.00	\$ 52,800.00
102MHA-3	Adjust Manhole & Catch Basins Frames, Covers and Grates	22	EA	\$ 850.00	\$ 18,700.00	\$ 2,000.00	\$ 44,000.00	\$ 3,000.00	\$ 66,000.00	\$ 6,500.00	\$ 143,000.00
127	Restoration	NP	NP	NP	Non-payment	NP	Non-payment	NP	Non-payment	NP	Non-payment
TG640	Reflectorized Pavement Marking Paints	9,184	LF	\$ 1.74	\$ 15,980.16	\$ 0.46	\$ 4,224.64	\$ 2.50	\$ 22,960.00	\$ 4.50	\$ 41,328.00
	TOTAL				\$ 1,792,812.21		\$ 1,879,819.04		\$ 1,974,633.50		\$ 2,022,567.10

Red indicates change made from original to correct mathematical error. □

**2022 MILLING AND PAVING ESTIMATE
VILLAGE OF ARDSLEY
May 26, 2022**

Spec. Sec.	Bid Item	Units	Unit Price	Windsong Road		Jordan Lane		TOTALS	
				Quantity	Cost	Quantity	Cost	Quantity	Cost
				10A	Asphalt Miscellaneous Sidewalks, Swales, and Driveways	SF	\$7.00	0	\$0.00
13VA	Adjust Valve Boxes	EA	\$150.00	2	\$300.00	3	\$450.00	5	\$750.00
50	Bituminious Base Course	TON	\$210.00	0	\$0.00	0	\$0.00	0	\$0.00
51A-6F	Bituminious Top Course	TON	\$149.50	390	\$58,305.00	360	\$53,820.00	750	\$112,125.00
51M	Cold Milling & Removal of Bituminious Pavement (2")	SY	\$7.45	3,500	\$26,075.00	3,240	\$24,138.00	6,740	\$50,213.00
52	Speed Humps and Tables - Speed Tables	EA	\$12,000.00	0	\$0.00	0	\$0.00	0	\$0.00
76	Maintenance and Protection of Traffic	NP	NP	NP	NP	NP	NP	NP	NP
102HMA-1	Adjust Manhole & Catch Basin Frames, Covers and Grates	EA	\$600.00	1	\$600.00	0	\$0.00	1	\$600.00
102HMA-1	Adjust Manhole & Catch Basin Frames, Covers and Grates (Replacement)	EA	\$1,700.00	1	\$1,700.00	2	\$3,400.00	3	\$5,100.00
102HMA-2	Adjust Manhole & Catch Basin Frames, Covers and Grates	EA	\$750.00	0	\$0.00	1	\$750.00	1	\$750.00
102HMA-3	Adjust Manhole & Catch Basin Frames, Covers and Grates	EA	\$850.00	0	\$0.00	0	\$0.00	0	\$0.00
127	Restoration	NP	NP	NP	NP	NP	NP	NP	NP
TG640	Reflectorized Pavement Marking Paints	LF	\$1.74	0	\$0.00	0	\$0.00	0	\$0.00
TOTALS					\$86,980.00		\$82,558.00		\$169,538.00

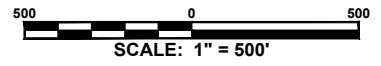
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MILL & RESURFACE

LEGEND

— PROP. ROADWAY RESURFACING



JAMES J. HAHN ENGINEERING, P.C. Putnam Business Park 1689 Route 22 Brewster, New York 10509 Tel: (845) 279-2220			TITLE	SCALE	DATE
			RESURFACING LOCATION PLAN	1" = 500'	3/31/22
2	5/27/22	RECOMMENDATION	PROJECT	DRAWING NO.	SHEET NO.
1	4/22/22	ADDENDUM 1	PROPOSED VILLAGE OF ARDSLEY 2022 ROADWAY RESURFACING VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NY	R-1	1 OF 1
REV.	DATE	DESCRIPTION			

**RESOLUTION AWARDING CONTRACT FOR 2022
JOINT CURB INSTALLATION & REPLACEMENT**

WHEREAS, the Village of Ardsley in a cooperative relationship with the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown, has solicited bids for concrete curbing in the Village of Ardsley and partner municipalities referenced above; and

WHEREAS, a public notice for this project bid was duly advertised in an official newspaper; and

WHEREAS, on April 29, 2022 at Hastings-on-Hudson Municipal Building all bids received were opened as summarized below; and

CONTRACTOR	TOTAL BID
Woodland Manor, LLC 188 Haviland Drive Patterson, NY 12563	\$860,930.00
Paladino Concrete Creations Corp. 315 North MacQuesten Parkway Mount Vernon, NY 10550	\$965,605.00
Gianfia Corporation 179 Brady Avenue Hawthorne, NY 10532	\$1,170,085.00

WHEREAS, following the unit values bid in the contract and the extended totals based upon the Engineers estimates of the work to be performed in the Village of Ardsley the value of work is \$756,680.00, with the balance of the contract value for work apportioned to the Villages of Dobbs Ferry, Elmsford, Hastings, Irvington, and Tarrytown, collectively summing to \$823,305.00; and

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

WHEREAS, after review of the bids, the Hasting's Village of Administrator and Village Engineer concluded Woodland Manor, LLC submitted the lowest responsible bid for the work; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Ardsley authorizes the execution of the agreed upon contract, for the work to be performed for the 2022 Replacement of Curbing on various streets in the Village of Ardsley to Woodland Manor, LLC, in accordance with their Unit Prices contained in their Bid of April 29, 2022 for the work to be performed within the Village of Ardsley and the other five Villages and to authorize the Village Manager to execute said contract; and

BE IT FURTHER RESOLVED, that the foregoing contract is subject to the authorization, final approval and issuance of municipal bonds for the Ardsley portion of this Agreement.

MEMORANDUM

To : Joseph L. Cerretani
Village Manager

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

Date : May 26, 2022

Subject : 2022 Multi-Village Curb Installation and Replacement
Village of Ardsley, NY

On April 29, 2022, three (3) bids for the referenced project were received and publicly read aloud at Hastings-on-Hudson Municipal Building. As requested, we have reviewed the bids in accordance with the project specifications. The bid values were verified for the three bidders as shown on the attached spreadsheet. No corrections were required.

The combined work for the project consists of installing approximately 12,655 linear feet of concrete curb, along with pavers, concrete walls, and asphalt.

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

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Woodland Manor, LLC 188 Haviland Drive Patterson, NY 12563	\$860,930.00
Paladino Concrete Creations Corp. 315 N. Mac Questen Parkway Mt. Vernon, NY 10550	\$965,605.00
Gianfia Corp. 179 Brady Avenue Hawthorne, NY 10532	\$1,170,085.00

Joseph L. Cerretani
2022 Multi-Village Curb Installation and Replacement
May 26, 2022
Page 2

The bid analysis for the combined work is attached.

The anticipated total cost of work in Ardsley is \$756,680.00. Attached is the cost for Ardsley based on the estimated quantities.

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

Woodland Manor, LLC, has indicated that they can perform the work in accordance with the project specifications.

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

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



DH:mlr

Enclosure

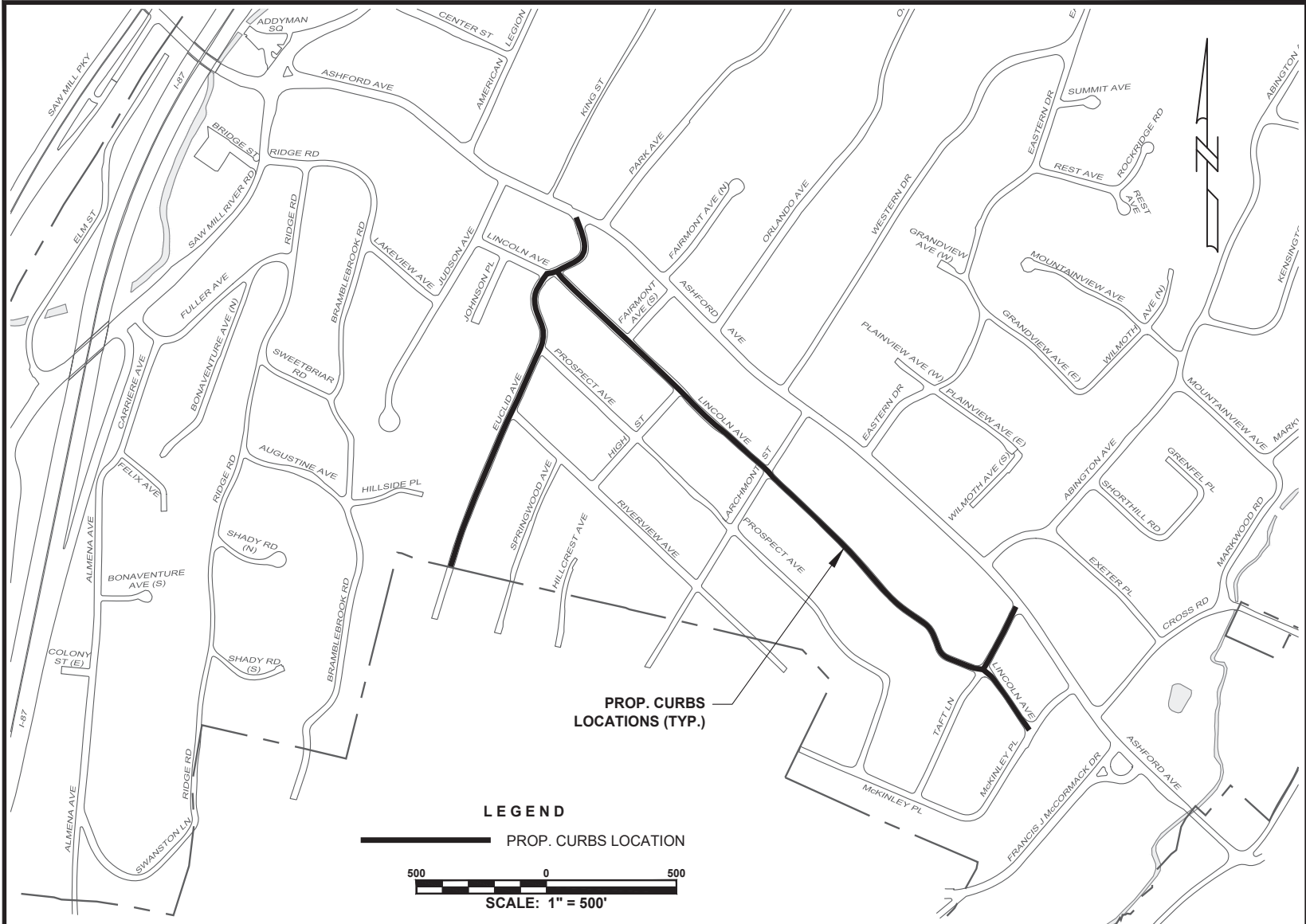
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Proposed Hastings Curbs - 2022 Curb Installation and Replacement (Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown) BID ANALYSIS				Bidder: Woodland Manor, LLC Address: 188 Haviland Drive City, State Patterson, NY 12563 Phone 845-363-1361 Contact woodlandmanorny@yahoo.com		Paladino Concrete Creations Corp. 315 N. Mac Questen Parkway Mt Vernon, NY 10550 914-699-0907 gabriela@pccorpnny.com		Gianfia Corp. 179 Brady Avenue Hawthorne, NY 10532 914-358-4601 rruggiero@giantiacorp.com	
SPEC. SECT	ITEM	UNIT	EST. QUANT.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
10A	Asphalt Miscellaneous Sidewalks, Swales, and Driveways	SF	2,000	\$ 33.00	\$ 66,000.00	\$ 12.00	\$ 24,000.00	\$ 12.00	\$ 24,000.00
76	Maintenance and Protection of Traffic	NP	NP	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment
97	Concrete Curb (with GGBFS)	LF	12,655	\$ 47.00	\$ 594,785.00	\$ 69.00	\$ 873,195.00	\$ 80.00	\$ 1,012,400.00
98P	Stone Paver Driveway Apron	SF	664	\$ 225.00	\$ 149,400.00	\$ 35.00	\$ 23,240.00	\$ 65.00	\$ 43,160.00
99	Concrete Sidewalks and Ramps (5")	SF	960	\$ 42.00	\$ 40,320.00	\$ 27.00	\$ 25,920.00	\$ 75.00	\$ 72,000.00
99	Concrete Sidewalks and Ramps (7")	SF	75	\$ 59.00	\$ 4,425.00	\$ 30.00	\$ 2,250.00	\$ 87.00	\$ 6,525.00
102HMA-1	Catch Basin Frames and Grates - Adjustment	EA	2	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00
102HMA-2	Catch Basin Frames and Grates - Replacement	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 4,000.00	\$ 12,000.00	\$ 3,000.00	\$ 9,000.00
127	Restoration	NP	NP	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment
TOTAL				\$ 860,930.00		\$ 965,605.00		\$ 1,170,085.00	

**2022 CURB ESTIMATE
VILLAGE OF ARDSLEY
May 26, 2022**

Spec. Sec.	Bid Item	Units	Unit Price	Euclid Avenue		Lincoln Avenue (Euclid to McKinley)		Taft Lane (W Side b/w Lincoln and Ashford)		TOTALS	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
10A	Asphalt Miscellaneous Sidewalks, Swales, and Driveways	SF	\$33.00	1,100	\$36,300.00	900	\$29,700.00	300	\$9,900.00	2,300	\$75,900.00
76	Maintenance and Protection of Traffic	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
97	Concrete Curb (with GGBFS)	LF	\$47.00	3,165	\$148,755.00	5,750	\$270,250.00	275	\$12,925.00	9,190	\$431,930.00
98P	Stone Paver Driveway Apron	SF	\$225.00	400	\$90,000.00	520	\$117,000.00	60	\$13,500.00	980	\$220,500.00
99	Concrete Sidewalks and Ramps (5')	SF	\$42.00	0	\$0.00	250	\$10,500.00	0	\$0.00	250	\$10,500.00
99	Concrete Sidewalks and Ramps (7")	SF	\$59.00	150	\$8,850.00	0	\$0.00	0	\$0.00	150	\$8,850.00
102HMA-1	Catch Basin Frames and Grates - Adjustment	EA	\$750.00	2	\$1,500.00	2	\$1,500.00	0	\$0.00	4	\$3,000.00
102HMA-2	Catch Basin Frames and Grates - Replacement	EA	\$1,500.00	2	\$3,000.00	2	\$3,000.00	0	\$0.00	4	\$6,000.00
127	Restoration	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
TOTALS					\$288,405.00		\$431,950.00		\$36,325.00		\$756,680.00

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JAMES J. HAHN ENGINEERING, P.C.
 Putnam Business Park
 1689 Route 22
 Brewster, New York 10509
 Tel: (845) 279-2220

REV.	DATE	DESCRIPTION
2	5/27/22	RECOMMENDATION
1	4/22/22	ADDENDUM 1

TITLE	CURBS LOCATION PLAN
PROJECT	PROPOSED VILLAGE OF ARDSLEY 2022 CURB IMPROVEMENTS VILLAGE OF ARDSLEY, WESTCHESTER COUNTY, NY

SCALE	1" = 500'	DATE	3/31/22
DRAWING NO.	C-1	SHEET NO.	1 OF 1

RESOLUTION TO AWARD PROPOSAL FOR PROFESSIONAL SERVICES SPDES COMPLIANCE INSPECTIONS & REPORTING (SWPPP INSPECTIONS & REPORTING SERVICES)

WHEREAS, Consultants, Calgi Construction Company Inc. solicited proposals for SPDES Compliance Inspections & Reporting (SWPPP inspections & Reporting Services) for the new public works facility; and

WHEREAS, the proposal was sent to five (5) firms and three (3) firms replied and submitted proposals to Consultants, Calgi Construction Company Inc. as summarized below:

1. STL, INC.	TOTAL COST	\$26,040
2. FAIRWAY TESTING	TOTAL COST	\$26,150
3. ATLAS	TOTAL COST	\$37,200

WHEREAS, the consultants prepared a report and issued a recommendation; and

WHEREAS, based on this recommendation, the Village Board of the Village of Ardsley hereby awards the proposal to STL Inc. Special Testing Laboratories, Inc., 21 Henry Street, PO Box 200, Bethel, CT 06801.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contract and all other applicable documents with STL Inc. Special Testing Laboratories, Inc. to perform work pertaining to the new public works facility project located at 220 Heatherdell Road, Ardsley, NY subject to the review of the Village Attorney.



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

Established 1919

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, New York 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

June 22, 2022

Mr. Joseph L. Cerretani
Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, NY 10502

**RE: Village of Ardsley
New Public Works Facility Project
Proposal for Professional Services
SPDES Compliance Inspections & Reporting
(SWPPP Inspections & Reporting Services)
Evaluation & Recommendation
CCC Project #1811**

Dear Mr. Cerretani,

As part of our services, we solicited proposals from professional service firms for SPDES Compliance Inspections & Reporting (SWPPP Inspections & Reporting Services) for the above referenced project. Request for Proposal (RFP) was sent to five (5) firms and three (3) firms replied and submitted proposals. The proposals were based on a Unit Cost for the following estimated unit of weekly and monthly inspections and reports with lump sum costs for permit closeout and post-construction stormwater management controls. We applied the unit costs, and the following is the summary.

SWPPP Inspections and Reporting Services

Description	1. STL, Inc.	2. Fairway Testing	3. ATLAS
56 - Weekly	\$420 x 56 = \$23,520	\$440 x 56 = \$24,640	\$600 x 56 = \$33,600
2 - Monthly	\$420 x 2 = \$840	\$315 x 2 = \$630	\$600 x 2 = \$1,200
Permit Closeout	\$840	\$440	\$1,200
Post -Construction	\$840	\$440	\$1,200
Total Cost	\$26,040	\$26,150	\$37,200

Based on our evaluation, STL, Inc. provided the most competitive Unit Costs and applied to the assumed units, submitted the most economical proposal. Therefore, we recommend that the Village of Ardsley accept STL Inc. proposal, based on their unit costs and approve a resolution for award to perform the necessary SPDES Compliance Inspections & Reporting services.

Should you have any questions concerning our review, please feel free to call.

Very truly yours,

Calgi Construction Company, Inc.

David Chen
Estimator/Project Manager
cc: Dominic Calgi, CCC

Member: Construction Management Association of America

Associated General Contractors of America

Celebrating Over a Century of Construction Services

**RESOLUTION TO APPROVE THE STIPULATION OF AGREEMENT
BETWEEN THE VILLAGE OF ARDSLEY, POLICE OFFICER KEITH
GANNON AND POLICE BENEVOLENT ASSOCIATION**

WHEREAS, the Village and Police Officer Keith Gannon and the Ardsley Policemen’s Benevolent Association, Inc. (“PBA”) engaged in discussions to resolve all pending litigation and issues/claims involving Mr. Gannon in connection with his June 28, 2022 retirement from employment with the Village;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby approves and ratifies the attached Stipulation of Agreement by and among the Village and Mr. Gannon and the PBA, as executed by Mr. Gannon on June 24, 2022, including all terms set forth therein.

STIPULATION OF AGREEMENT

WHEREAS, Keith Gannon ("Gannon") is presently employed as a Police Officer for the Village of Ardsley ("Village"); and

WHEREAS, the Village and the Ardsley Policemen's Benevolent Association, Inc. ("PBA") are parties to a collective bargaining agreement for the period June 1, 2019 through May 31, 2021 ("CBA"), and Gannon, as a bargaining unit member of the PBA, is subject to the terms and conditions thereof; and

WHEREAS, on or about July 13, 2017, Gannon injured his right knee while on duty and has been, since then, intermittently absent from work due to this injury, including consecutively since March 11, 2022; and

WHEREAS, Gannon's counsel has advised the Village that Gannon filed applications for both Performance of Duty and Accidental Disability retirements with the New York State Police & Fire Retirement System ("PFRS") in which he affirms that he is permanently disabled from the performance of his regular duties as a Police Officer; and

WHEREAS, the Village has been advised that Gannon's application for Accidental Disability Retirement has been initially denied; and

WHEREAS, Gannon's counsel has advised the Village that the PFRS has not yet rendered a determination with regard to Gannon's Performance of Duty Disability Retirement application; and

WHEREAS, Gannon has continued to assert that he is unable to perform the full duties of his position as a Police Officer; and

WHEREAS, Gannon has informed the Village that he seeks to retire because he remains physically unable to perform the full duties of his position as a Police Officer due to injuries he suffered in the performance of his duties,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as and for a Stipulation of Agreement ("Agreement") by and among the Village, Gannon, and the PBA (collectively, the "parties"):

1. In exchange for the consideration and promises in Paragraph 2 of this Agreement, Gannon hereby submits this Agreement as his irrevocable resignation for purposes of a regular/service retirement from all employment with the Village, effective no later than June 28, 2022.

Gannon hereby agrees to execute the attached resignation letter and submit it to the Village simultaneously with this Agreement.

2. The Village, in exchange for Gannon's irrevocable resignation for purposes of a regular/service retirement, agrees as follows:

a. Accepts Gannon's irrevocable resignation for purposes of a regular/service retirement, effective no later than June 28, 2022;

b. Agrees that in accordance with the applicable provisions of the CBA, Gannon will be eligible for health insurance in retirement as set forth in the CBA following the effective date of his irrevocable resignation for purposes of a regular/service retirement (June 28, 2022);

c. The Village acknowledges that Gannon is retiring because he is unable to perform the full duties of his position as a Police Officer due to injuries to his right knee, which he suffered in the performance of his duties as a Police Officer in 2017; and

d. If the New York State Workers' Compensation Board determines that any of Gannon's injuries were incurred in the course of his employment and Gannon receives any Workers' Compensation award, including wage reimbursement(s), for the period July 13, 2017 through the effective date of his irrevocable resignation for the purposes of a regular/service retirement, such payment(s) and/or award(s) by Workers' Compensation shall be paid directly to the Village.

3. Gannon hereby expressly waives and/or releases any and all rights and/or claims he has or may have ever had to General Municipal Law Section 207-c status and/or benefits ("Section 207-c") for any of the injuries and/or illnesses he alleges he suffered in the performance of his duties while employed by the Village, including all claims related to the on or about July 13, 2017 injury.

Gannon and the PBA agree to withdraw with prejudice the pending Section 207-c arbitration (PERB Case Number A2022-014) scheduled for a hearing on September 14, 2022. Gannon and the PBA agree to do so in writing, copy to Village counsel, within fourteen (14) calendar days of full execution of this Agreement.

4. Gannon acknowledges and agrees that the Village's promises set forth in Paragraph 2 above are sufficient and valuable consideration for his waiver of claims in Paragraphs 3 and 5 of this Agreement.

5. In exchange for the agreements and other promises made by the Village in Paragraph 2 of this Agreement, and in full and complete settlement of all claims that Gannon has or may have had whatsoever, asserted or unasserted, suspected or unsuspected with respect to his employment with the Village or any other interactions of any kind with the Village, Gannon hereby expressly waives any and all rights he may have or believes he may have had, now has or may hereinafter have, to bring or pursue any lawsuit, proceeding, grievance, arbitration, administrative charge or complaint upon

any claims Gannon may have or may have had against the Village and its current and former elected and appointed officials, employees, representatives and attorneys regarding any matter arising on or before the date of Gannon's execution of this Agreement, including, but not limited to, claims with respect to his employment with the Village and/or any other interactions with the Village. Gannon hereby irrevocably and unconditionally releases and forever discharges the Village of and from any actions, causes of action, suits, obligations, damages, liabilities, claims, grievances, arbitrations, costs, rights, expenses and/or any controversies in law or equity of any nature whatsoever asserted or unasserted, known or unknown, suspected or unsuspected, which Gannon ever had, now has or hereinafter may have against the Village, regarding any matter arising on or before the date of Gannon's execution of this Agreement, whether the claims were made or not made by Gannon.

Said waiver shall include, but shall not be limited to, any and all claims or causes of action, known or unknown, arising out of, or in any way connected with or relating to Gannon's employment with the Village and/or any other interactions with the Village including but not limited to, claims for wages, vacation, payment for accrued unused vacation or sick leave, attorneys' fees, breach of implied or express contract including but not limited to the CBA, or any other cause of action known or unknown, including but not limited to any claims under Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act ("ADA"); Age Discrimination in Employment Act ("ADEA"); Older Workers Benefit Protection Act ("OWBPA"); Civil Rights Acts of 1866, 1871, and/or 1991; Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 and/or 1985; Consolidated Omnibus Budget Reconciliation Act ("COBRA"); Employee Retirement Income Security Act ("ERISA"); Health Insurance Portability and Accountability Act ("HIPAA"); Family and Medical Leave Act ("FMLA"); Fair Labor Standards Act ("FLSA"); Families First Coronavirus Response Act; New York State Human Rights Law (Executive Law); New York State Civil Service Law; New York State Correction Law; New York State General Municipal Law; New York State Village Law; New York State Labor Law; New York State Retirement and Social Security Law; New York State Public Officers Law; New York State Civil Rights Law; all New York State Executive Orders; the Westchester County Department of Human Resources (Civil Service) Rules; the Westchester County Human Rights Law; the Village Code; Village/Police Department policies, practices, orders, rules or regulations; the New York State Constitution; the United States Constitution; and all other federal, state, county and local or Village laws, ordinances, regulations, policies or orders. Gannon further agrees not to cause or allow any individual or third party to bring any complaint, charge or other proceeding against the Village before any court, administrative tribunal or in arbitration with respect claims relating to his employment with the Village and/or any other interaction with the Village.

6. Gannon affirms and represents that no charge of discrimination has been filed by Gannon or any representative of Gannon on his behalf against the Village or is currently pending with the United States Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights or the Westchester County Human Rights Commission, relating to Gannon's employment with the Village.

7. Gannon acknowledges and agrees that no claim, action, lawsuit, charge or proceeding with any federal, state or local court or agency, (excluding the New York State Division of Human Rights, the Westchester County Human Rights Commission and/or the EEOC) will be brought or filed by Gannon or any representative of Gannon on his behalf against the Village arising from Gannon's employment with the Village or any other act or omission of the Village that has occurred at any time up to and through the date of his execution of this Agreement.

8. In the event Gannon or a representative on his behalf files a charge with the EEOC, the New York State Division of Human Rights and/or the Westchester County Human Rights Commission or in the event of any enforcement or investigatory action undertaken by any of those administrative agencies, Gannon is not prevented or precluded by this Agreement from fully cooperating with the administrative agency or participating fully in the administrative agency's process. Gannon expressly agrees, however, that by signing this Agreement, Gannon is irrevocably waiving and forfeiting any right to recover any monetary or other individual (i.e., equitable) relief as the result of any such EEOC, New York State Division of Human Rights and/or Westchester Human Rights Commission proceeding or any subsequent legal action brought by any of those administrative agencies.

9. Gannon further understands and agrees that the Village shall have the right to immediately upon his execution of this Agreement to recruit a permanent replacement for the position of Police Officer.

10. This Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York without regard to any state's choice of law or conflicts of law provisions or any state's borrowing statute.

11. Any dispute over an alleged breach of this Agreement shall be resolved by an action for breach of this Agreement. The parties agree to the jurisdiction of the Courts of the State of New York to decide such an action and venue shall be in the Supreme Court of the State of New York, Westchester County. The parties waive any right to a jury trial in such action and agree that an action for breach of this Agreement will be decided by the Court.

12. Gannon acknowledges that he has been given twenty-one (21) calendar days to review and consider his release of claims under the ADA and OWBPA prior to signing, and that he fully understands and agrees to all of its terms. Gannon acknowledges that after consultation with his chosen attorney(s), he has decided to execute this Agreement without utilizing all of the twenty-one (21) days mentioned herein.

13. Gannon may revoke only his release of claims under the ADEA and OWBPA within seven (7) days after he signs this Agreement. Revocation can be made by delivering written notice of revocation to Joseph Cerretani, Village Manager, Village of Ardsley, 507 Ashford Avenue, Ardsley, New York 10502. For this revocation to be

effective, the written notice must be received by Mr. Cerretani's office no later than the close of business on the seventh day after Gannon signs this Agreement, or else Mr. Cerretani's office must be notified by telephone by that day that the written notice has been mailed. Although not required, it is recommended that such notice be sent by certified mail, return receipt requested. If Gannon revokes his release of claims only under the ADEA and/or the OWBPA, he agrees that the Village shall, at its sole discretion, have the option of either enforcing the remaining terms of this Agreement or rescinding this Agreement in its entirety.

14. Gannon agrees that by executing this Agreement and not revoking it within seven (7) days of his signing of the Stipulation, the Agreement and all of its parts are binding upon him subject only to execution of the Agreement by the Village.

15. Gannon acknowledges that the Village has recommended, and that he has had a full opportunity to discuss this Agreement in detail with his attorney(s) and that he is entering into this Agreement of his own free will.

16. This Agreement represents the entire Agreement between and among the parties and supersedes any prior written or oral statements, agreements, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their agents or representatives with respect to matters covered by this Agreement.

17. This Agreement, including this paragraph, may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement. This Agreement, including this paragraph, may not be modified orally.

18. The language of all parts of this Agreement must be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted the language. The terms and language of this Agreement are the result of negotiations between the parties to it and there shall be no presumption that any ambiguities in this Agreement should be resolved against any of the parties. Any controversy concerning the construction of this Agreement shall be decided neutrally, in light of conciliatory purposes and without regard to authorship.

19. The parties agree that if any of the provisions contained in this Agreement are declared illegal, unenforceable, or ineffective by a legal forum of competent jurisdiction, such provisions shall be deemed severable, such that all other provisions shall remain valid and binding upon all parties. If any provision, or portion of a provision, is found to be illegal, unenforceable, or ineffective by a legal forum of competent jurisdiction, such finding shall not render the rest of this Agreement, or any portion of it, illegal, unenforceable, or ineffective, and the provision found to be illegal, unenforceable, or ineffective shall be changed or interpreted so as to best accomplish the objectives of such provision within the applicable law or court decisions.

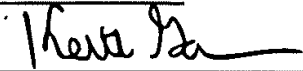
20. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument, and a fully-executed copy of this Stipulation (including hard copies, facsimile and electronic (PDF) copies) shall have the same force and effect as the original.

21. This Agreement shall not establish a precedent with regard to how similar situations involving Gannon or anyone else, including any other PBA bargaining unit member, may be handled in the future.

22. This Agreement shall not become final until ratified by duly enacted resolution of the Board of Trustees.

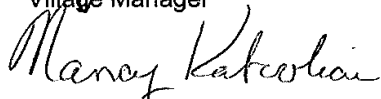
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Stipulation of Agreement.

KEITH GANNON


By:  Date: 06/24/2022
Keith Gannon

VILAGE OF ARDSLEY

By:  Date: 7/1/22
Joseph Cerretani
Village Manager

 Date: 7/1/2022
Nancy Kaboolian
Mayor

ARDSLEY POLICEMEN'S BENEVOLENT ASSOC., INC.

By:  Date: 07/01/2022

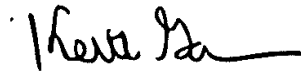
June ____, 2022

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

Dear Mr. Cerretani:

I hereby irrevocably resign for purposes of retirement from my employment with the Village of Ardsley effective June 28, 2022, or the date that the New York State Police and Fire Retirement System approves my regular/service or disability retirement, whichever occurs first.

Sincerely,



Keith Gannon

cc: Chief Anthony Piccolino

14155441.1 6/17/2022