



AGENDA

Ardasley Village Board of Trustees

8:00 PM - Tuesday, January 2, 2024

507 Ashford Avenue & Zoom Platform

The members of the Board of Trustees of the Village of Ardsley will meet in person on Tuesday, January 2, 2024 at 8:00 p.m. at Village Hall-Court Facility located at 507 Ashford Avenue, Ardsley, New York.

The meetings are conducted using hybrid format and interested parties are invited to observe a meeting either in-person or virtually through the videoconferencing service Zoom which can accessed:

Join Zoom Meeting:

<https://us02web.zoom.us/j/83723782597?pwd=Slldqc29Jckw0TkwxYkpTNitTZ2pMZz09>

Meeting ID: 837 2378 2597

Passcode: 227488

Members of the public can listen to the meeting by dialing via phone+1 929 205 6099, Webinar ID: 837 2378 2597

Passcode:227488

****Please note that by dialing in, your phone number will be visible to the host, participants and attendees of the meeting****

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

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1. CALL TO ORDER-PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES:

- 2.a December 18, 2023 Board of Trustees Regular Meeting

3. DEPARTMENT REPORTS

3.1. LEGAL

- 3.1.a Interim Village Attorney, David Venditti

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3.2. ABSTRACT

3.2.a January 2, 2024 Abstract Report

3.3. MANAGER

3.3.a Village Manager, Joseph L. Cerretani

3.4. MAYOR'S ANNOUNCEMENTS

3.5. COMMITTEE & BOARD REPORTS

4. OLD BUSINESS:

5. NEW BUSINESS:

41

5.a Consider a Resolution Committing Funding to River Towns Feasibility Study of Food Scraps Curbside Collection

42 - 43

5.b Consider a Resolution Scheduling a Public Hearing to Amend Section 190-60 of the Ardsley Village Code Entitled " Schedule XII: Parking Prohibited at All Times"

44 - 95

5.c Consider a Resolution Authorizing the Village Manager to Execute Amendment No. 2 to the Calgi Construction Company, Inc. Agreement for the Construction for the New Highway Garage

96 - 101

5.d Consider a Resolution Authorizing the Village Manager to Amend the NYCEP Revocable Land Use Permit for the Proposed Addition to the Ardsley Secor Volunteer Ambulance Corps. (ASVAC) Building

6. CORRESPONDENCE

7. VISITORS

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

10. UPCOMING MEETINGS & EVENTS

- January 2nd Board of Architectural Review Meeting 8:00 pm
- January 4th Adult Book Club-Wow, No Thank you 6:00 pm

- January 8th MDI Meeting 7:00 pm
- January 8th Planning Board Meeting 8:00 pm
- January 13th Manga Club 1:00 pm
- January 15th Martin L. King Birthday -ALL VILLAGE OFFICES CLOSED
- January 16th Board of Architectural Review Meeting 8:00 pm
- January 17th Going Wild with Hedgerows, Meadows and Plants 7:30pm
- January 18th Winter Drawing Class 5:30 pm
- January 24th Zoning Board Meeting 8:00 pm
- January 25th Library Board Meeting 7:30 pm
- January 27th Vine Taming Event At Macy Park 12:00 pm

11. NEXT BOARD MEETING:

- Tuesday, January 16, 2024 Board of Trustees Regular Meeting
- Monday, January 22, 2024 Board of Trustees Work Session



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, December 18, 2023

507 Ashford Avenue & Zoom Platform

Present: Mayor Nancy Kaboolian
Deputy Mayor/Trustee Steve Edelstein
Trustee Andy Di Justo
Trustee Barry McGoey
Trustee Sheila Narayanan (Attended Via Zoom Platform)
Village Manager Joseph L. Cerretani
Village Clerk Ann Marie Rocco
Village Attorney Robert J. Ponzini

Absent:

1. CALL TO ORDER-PLEDGE OF ALLEGIANCE-ROLL CALL

- 1.1 The Regular Meeting of the Village of Ardsley Board of Trustees was held on Monday, December 18, 2023 at Village Hall, Court Facility, 507 Ashford Avenue, Ardsley, NY 10502. Mayor Kaboolian called to order the Regular Meeting at 8:01 p.m.

Members Present:

Mayor Nancy Kaboolian
Deputy Mayor/Trustee Steve Edelstein
Trustee Andy DiJusto
Trustee Barry McGoey

Trustee Sheila Narayanan (Attended via Zoom Platform)

Also present were: Village Manager, Joseph Cerretani, Village Attorney, Robert J. Ponzini and Village Clerk, Ann Marie Rocco

2. CONTINUATION OF PUBLIC HEARING In the Matter of the Proposed Development
Located at 657 Saw Mill River Road in the Village of Ardsley

- 2.1 Mayor Kaboolian opened the Public Hearing at 8:00 p.m. in the matter of the proposed development located at 657 Saw Mill River Road in the Village of Ardsley and read the public notice into the record.

**NOTICE OF PUBLIC HEARING
FOR THE PROPOSED DEVELOPMENT AT 657 SAW MILL RIVER ROAD IN
THE VILLAGE OF ARDSLEY**

PLEASE TAKE NOTICE, that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, September 18, 2023 at 8:00 p.m. or soon thereafter at Village Hall-Court Room, 507 Ashford Avenue, Ardsley, NY 10502 to discuss the proposed development at 657 Saw Mill River Road in the Village of Ardsley. Please check the calendar on the village website for meeting details at: www.ardsleyvillage.com Further details on this amendment is available at the Clerk's office, 507 Ashford Avenue, Ardsley, NY during normal office hours Monday through Friday 9:00 am-4:00 pm. Written comments may be sent to the Village Clerk at arocco@ardsleyvillage.com or sent via regular mail to 507 Ashford Ave, Ardsley, NY 10502. All comments will be shared with the Board of Trustees and questions will be answered as quickly as possible.

All residents and tax payers are invited to attend.

BY ORDER OF THE BOARD OF TRUSTEES OF THE VILLAGE OF ARDSLEY,
NEW YORK

Ann Marie Rocco
Village Clerk

Dated: September 8, 2023

Diana Bunin Kolev Esq. from Law Firm from Del Bello, Donnellan, Weingarten Wise & Wiederkehr, LLP. on behalf of the applicant. Applicant, Brian Orser, Project Designer, Rick Bohlander and Traffic Engineer, Mark Peturo were also present. Ms. Kolev provide a quick overview of the proposed project to the new Board members.

Mayor Kaboolian reminded residents that this public hearing will not be closed this evening and will be continued. In addition this Board is bound by the decision of the Zoning Board that the applicant had not abandoned the property. The Village Board has met with counsel and confirmed that there is no provision under the law that this issue can be placed before voters for approval or rejection by petition, resolution or otherwise. In addition, if someone wants to challenge the decision of the the Zoning Board or Planning Board, the appropriate method is to file an Article 78 proceeding.

JMC Project Designer, Rick Bohlander provided the Board with an overview of the new site plan design.

Mayor Kaboolian stated that she feels that the building is way too big and would like to see a bigger visual.

Building Inspector, Larry Tomasso confirmed that the canopy is 75 feet long according to the last plan.

JMC Traffic Engineer Mark Petrero provided the Board with an overview of the updated traffic study.

Findings and conclusions of the study are as follows:

Based on a review of the capacity analyses, we recommend improvements of the traffic signal timing during both studied peak hours. The recommended timing adjustment involves shifting 5 seconds from the Addyman Square phase to provide 3 seconds to the Ashford Avenue eastbound left turn phase and 2 seconds to the NY 9A northbound left turn phase.

Intersection traffic capacity analyses computed based on the Build Volumes with the proposed signal timing improvements indicate that the studied intersections will operate at the same levels of service as projected for the No-Build Volumes during all studied peak hours except for three movements during the peak weekday AM hour and one movement during the peak weekday PM hour. Projected operations with the proposed development are shown on Tables 2 and 3.

During the peak weekday AM hour, the Ashford Avenue eastbound thru/right lane and NY 9A southbound right turn lane are projected to increase in delay from a level of service D under no-build conditions to a level of service E under build conditions with the timing improvements. The Addyman Square approach to NY 9A is projected to increase in delay from a level of service E under no-build conditions to a level of service F under build conditions. The Addyman Square delay under build conditions is 0.3 seconds into the level of service F threshold. The proposed Site Driveway A is projected to operate at level of service B while turning left from NY 9A into Site Driveway B is projected to operate at a level of service A. All other turning movements at the studied intersections under build conditions are projected to operate at the same levels of service as projected under no-build conditions during the peak weekday AM hour.

During the peak weekday PM hour, the Addyman Square approach to NY 9A is projected to increase in delay from a level of service E under no-build conditions to a level of service F under build conditions. The Addyman Square delay under build conditions is 8.3 seconds into the level of service F threshold. The proposed Site Driveway A and proposed Site Driveway B are projected to operate at a level of service B. All other turning movements at the studied intersections under build conditions are projected to operate at the same levels of service as projected under no-

build conditions during the peak weekday PM hour.

It is the professional opinion of JMC that the proposed convenience store with a gasoline filling station will not have a significant impact on overall traffic operations in the study area.

Trustee McGoey questioned if there will be diesel gasoline because that will have a major impact of vehicles and has major concerns with signage.

Mr. Petrero confirmed that there will be diesel gasoline offered.

Mr. Orser provided the Board with an operational overview of what will be in the building such as coffee, snacks, health grab & go food, single bathroom, cash register. There is no cooking facility. Mr. Orser will send over a complete product list.

Building Inspector, Larry Tomasso stated that the last plans he received had a full food prep area. He asked Mr. Orser to provide him with the most up to date plans with out the full food prep area.

Trustee McGoey stressed major concerns about the traffic and would like to see "real" numbers for this area.

Mayor Kaboolian stated the following:

- Shares all of the same concerns about the traffic
- Would like to see a smaller structure
- Opposed to six pumps
- Would like to see a smaller canopy
- Would like to see a reconfiguration of this design that would allow for a better flow of traffic
- Any concrete used for sidewalks if allowed should be green concrete.
- Recommended we adjourn and continue the Public Hearing to Tuesday, January 16, 2023.

Trustee Edelstein was also concerned about the size of this structure, opposed to six pumps and feels we should study the traffic of the car wash.

Trustee DiJusto would like clarification on the traffic on Ridge Road and feels that the building should be smaller.

2.2 Adjournment & Continuation of Public Hearing

Moved by Trustee DiJusto, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Public Hearing be adjourned and continued to the Tuesday, January 16, 2023 Board Meeting beginning at 8:00 p.m. or soon thereafter in the matter of the proposed development located at 657 Saw Mill River Road in the Village of Ardsley at 10:15 p.m.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey & Trustee Edelstein

Nays: None

Abstained: None

3. APPROVAL OF MINUTES:

3.1 December 4, 2023 Board of Trustees Reorganization Meeting

Moved by Trustee DiJusto, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Reorganization Meeting of Monday, December 4, 2023 as submitted.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

3.2 December 4, 2023 Board of Trustees Regular Meeting Minutes

Moved by Trustee DiJusto, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, December 4, 2023 as submitted.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

3.3 December 14, 2023 Board of Trustees Special Meeting Minutes

Moved by Trustee DiJusto, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Special Meeting of Thursday, December 14, 2023 as submitted.

Carried by the following votes: 3-0-1
Ayes: Mayor Kaboolian, Trustee DiJusto & Trustee McGoey
Nays: None
Abstained: Trustee Edelstein

4. DEPARTMENT REPORTS

1. LEGAL

1.a Village Attorney, Robert Ponzini stated that he had nothing to report.

Village Attorney Ponzini stated that Ardsley is a unique place and a wonderful place and it was an honor to provide counsel. Thanked everyone for everything.

2. MANAGER

2.a Village Manager, Joseph Cerretani read the following report:

1. **STORM TODAY:** Early this morning, the region experienced high winds and heavy rainfall. Thankfully, the Village did not experience any widespread flooding or power outages. Public Works crews were out since 6am cleaning basins, cutting trees and limbs that partially obstructed roadways, and keeping streets safe and passable. There were no road closures. Staff received multiple calls from residents on Almena Avenue – thanking the Village for its mitigating efforts in recent months, some residents noting that for the first time in their life, they did not experience flooding. Additionally, Huntley Drive and Cross Rd faired very well, no doubt as a result of the Village’s recent efforts with adding additional stormwater infrastructure and dredging, respectively. Special thanks to David DiGregorio who was on site before 5am and the entire Department of Public Works for their continued work in keeping the Village safe during severe weather. I also wanted to thank Chief Piccolino and the Ardsley Police Department, Chief Knoesel and the Ardsley Fire Department, and all the members of ASVAC who provide the Village with unmatched service during these times.
2. **DPW GARAGE:** Thankfully the new site did not experience any issues related to the morning storm. The binder blacktop course has been installed and looks great. Salt shed block is done, and the frame for the canopy is beginning to get installed today, despite this morning’s weather. All trades on site continuing to work on interior finishes. The electrician has received all materials to install the intermediate power system for the garage, as previously discussed, and work should commence this week for its installation. Grading around the site has started in preparation for spring planting to control erosion.
3. **SANITARY SEWER PROJECT:** Fred Cook will begin the CCTV sanitary

sewer work this week. Like last year, we are aiming for the work being conducted in the winter months and have the deliverables to our engineers by spring time for analysis. Also as was done last year, any major issues will be addressed immediately, and we will continue to budget for necessary sanitary sewer improvements as part of the operating budget.

4. **HOLIDAY SCHEDULE** Please be advised all Village Offices, including the Community Center, Justice Court and the Department of Public Works will be closing at noon-time on Friday, December 22, 2023 & closed on Monday, December 25, 2023 for the Christmas Holiday.

Holiday Refuse & Recycle Schedule as follows:

- Monday, December 25th - NO Garbage Collection.
- Tuesday, December 26th - Garbage Collection for Entire Village.
- Wednesday through Friday-Schedule remains the same.

Please note: Ardsley Public Library Holiday Hours are as follows:

- Friday, December 22nd - OPEN
- Saturday, December 23rd – CLOSED
- Monday, December 25th - CLOSED

Please be advised all Village Offices, including the Community Center, Justice Court and the Department of Public Works will be closing at noon-time on Friday, December 29, 2023 & closed on Monday, January 1, 2024 for New Years.

Refuse Schedule as follows:

- Mon. Jan 1st - NO Garbage Collection.
- Tues. Jan 2nd - Garbage Collection for Entire Village.

Please Note: Ardsley Library hours are:

- Friday, December 29th - OPEN
- Saturday, December 30th - Closing at Noon
- Monday, January 1st - CLOSED

5. **VILLAGE TAXES**: The second installment of the Village tax bill became due and payable on December 1st, 2023 and can be paid without penalty until 4:00 pm on Tuesday, January 2, 2024. Payments arriving via mail postmarked by the USPS after January 2, 2024, or arrive after January 2, 2024 without a postmark, will be assessed a late penalty as required by New York State Real Property law. Meter-mailed postmarks are not valid proof of timely payment. No Village official is empowered to waive the late fee for any reason. Residents are asked not to bring their tax payment in on Sunday, December 31, 2023 or Monday, January 1, 2024 since our offices will be closed.

3. ABSTRACT REPORT

3.a Village Manager, Joseph Cerretani read the December 18, 2023 Abstract Report as follows:

From the General Fund:\$639,148.01 from the Trust & Agency Fund:\$7,968.49 and from the Capital Fund: \$2,138,137.89 Sewer Fund: \$1,389.13.

Moved by Trustee McGoey, Seconded by Trustee DiJusto and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to make the following payments: From the General Fund: \$639,148.01 from the Trust & Agency Fund:\$7,968.49 from the Capital Fund:\$2,138,137.89 and Sewer Fund:\$1,389.13

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

4. BUILDING

4.a Mayor Kaboolian accepted the November 2023 Building Department Report under submission.

November 2023 Building Department Report.

Building Inspector Larry Tomasso provided the board with the following financial report:

15 Building permits

15 Application fees

27 Certificates of Occupancy

5 Plumbing permits

9 Electrical permits

3 Title Searches

1 Miscellaneous

Total received - \$18,18050

Other activities:

87 Building inspections

11 Zoning inspections

0 Fire Inspections

6 Violations

2 Warnings

0 Appearance Tickets

5. POLICE

5.a Police Chief, Anthony Piccolino read the following November 2023, Police Department Report:

Property lost or stolen -\$969.34
Property Recovered---- \$910.07
Court fines and fees --- \$57,423.00
Alarm fines and fees--- \$4,535.00
Traffic Accidents-----12
Arrests-----7
Calls for service-----226
Investigations-----14
Impounded vehicles-----10
UTT summonses issued---- 70
Parking summonses issued----142
Appearance tickets issued--5
Total summonses issued----217
For monthly statistics, please see attached.

November Events 2023

Training

Total training for the month of November: 430 hours which consisted of training in Firearms, Certified Field Training Officers, School Resource Officer, Investigating sexual assault and Supervisory Training.

Community Policing (CPO)

During the week of November 1st, Officers instructed various blocks of instruction at the Westchester County Police Academy for Basic School Resource Officer, and Community Resource Officer training.

- 11/2 Attended AMS Safety Team Meeting
- 11/2 SAS Youth coalition meeting on Zoom
- 11/2 District wide safety team meeting
- 11/5 Attended the Diwali Festival
- 11/14 Attended Guardian Revival Summit for Mental/Physical health of law enforcement
- 11/15 AMD Fire Drill
- 11/15 Detectives Association meeting
- 11/17 Thanksgiving Placemat making event at the Community Center
- 11/21 Concord Road School Fire Drill
- 11/21 DWI Traffic stops presentation for AHS Forensic Science classes
- 11/24 Coffee with a Cop at Booskerdoo

- 11/30 Concord Road School Fire Drill
- 11/30 Ardsley High School Lockdown Drill
- 11/30 Attended and coached the teacher team for the Harlem Globetrotters game

During the month of November, the community policing unit installed five child safety seats.

The community policing unit would like to wish everyone a happy holiday season, and remind all that we are here for local support throughout the year. We understand that the Holidays can be a difficult time for some and want to remind everyone that we are here for them no matter the time of day. We hope your holiday is bright and your New Year is filled with joy.

[November 2023 Blotter/Press/Monthly Statistics Reports](#)

6. FIRE

- 6.a Fire Chief Knoesel read the following October/November 2023 Fire Department Report:

Chiefs Activity Report:

The following is the Chiefs report and summary of activities:

- 32 Calls for month of October
- 41 Calls for month of November
- Department held four weekly training drills (Nov. 2-9-16-30) report attached
- October 6 Chief Knoesel along with crew assisted with Homecoming flag detail for Ardsley High School.
- October 12 Chief Lindsay along with crew conducted fire prevention detail at Concord Rd. School.
- October 16 Chief Knoesel attended fire drill at Ardsley Middle School
- October 19 Chief Knoesel coordinated annual service for Engine 165 vendor.
- October 20 Chief Knoesel with crew assisted Elmsford FD with standby assignment
- October 21 D/C Coulehan attended Fallen Firefighter memorial service at Westchester County DES.
- October 24 Chief Knoesel attended fire drill at Concord Rd. School
- October 28 Chief Podolski along with crew attended Trunk or Treat.
- November 15 Chief Knoesel and Fire Marshal Murray met and discussed recent fire inspections.
- November 28 Chiefs reviewed monthly fire drills conducted in school district with the District Safety and Security Coordinator.
- November 29 Chiefs Podolski and Lindsay attended Battalion 14 meeting in Hastings on Hudson.

- November 29 D/C Coulehan attended Westchester Chiefs meeting at Millwood Fire Department.

Training Officers Report-November 2023

- November 2nd performed routine maintenance on tools and equipment, training hours 34, 17 members present.
- November 9th Lithium-ion battery training, training hours 57, 19 members present.
- November 16th Monthly Drill reviewed truck company and engine company skills, training hours 57, 24 members present.
- November 23rd No drill Thanksgiving
- November 30th Fire house maintenance, training hours 175, 75 members present

Online training McNeil & Company E-Learning:

Training 175 hours

Inspection 0 hours

Maintenance 0 hours

New York State 0 hours

Online training McNeil & Company E-learning 0.00 hours

Total: 175.00 hours

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Attended the Hudson Valley Regional Counsel
- Participated in the invasive vine cutting at Macy Park
- Participated in County Executive Latimer New Press Conference
- Attended the Menorah Lighting on December 11th-Thanked Ardsley Recreation and Fire and Police Department
- Attended the Senior Citizen Luncheon
- Attended ASVAC Holiday Party
- Thanked all the Village employees, Fire Department, Police Department, Library, & ASVAC and wished everyone a happy & holiday season.

Read the following stated in honor of Village Attorney, Robert Ponzini's retirement:

Tonight we say to our friend and counsel Judge Robert Ponzini: "I'll see you around".

I am not saying goodbye because I know that Bob will always be keeping any eye on the Village of Ardsley. We are part of him and he is part of us.

Bob has dedicated more years to this Village and its wellbeing than the rest of us combined.

Bob has been counsel to this Board for over 40 years. He counseled many mayors and board members. Each with their own styles and interests. Bob was a constant for all of us. His one focus has always been -- what is best for Ardsley.

He has worked on hundreds of matters big and small for the Village. His patience, advice, counsel and dedication to the Village has been unwavering and invaluable. He was always available when needed.

He always provided the board with all the necessary information to understand potential different outcomes. He gave advice and listened to questions, concerns and arguments.

He often prefaced his words in executive sessions with "I can give you my best advice but I cannot tell you what to do".

He always recognized that when he gave his advice the board might not agree or follow it, but he was still there to support the board's decision regardless.

We will miss Bob and his counsel, but we know that the Village of Ardsley will always be in his heart.

On behalf of myself, the entire Village Board, the entire Village staff and all the residents of Ardsley we thank you for all you have done for Ardsley, and we wish you good health, happiness and many good times with family and friends.
So, Bob, I'll see you around!

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto announced the following:

- Wished Village Attorney Ponzini all the best in his retirement.
- Wished everyone a happy holiday.
- Be on the look out for ASVAC on Saturday, December 23rd around town handing out candy canes beginning at 5:00 pm.

Trustee McGoey announced the following:

- Wished Attorney Pozini well in his retirement.
- Thanked the Mayor for appointing him Trustee and looks forward to a productive 2024.
- Wished everyone a happy holiday season.

Trustee Nayaranan announced the following:

- Extremely honored to be on this Board and looks forward to serving the next two years on this Board.

- Wished Attorney Ponzini all the best in his retirement.
- Wished everyone a happy holiday season

Trustee Edelstein announced the following:

- Thanks to Attorney Ponzini and wished him all the best in his retirement.
- Wished everyone a happy holiday season.

5. OLD BUSINESS:

6. NEW BUSINESS:

- 6.1 Consider a Resolution Authorizing the Village Manager to Sign a Contract for Bond Counsel Services with Orrick, Herrington & Sutcliff, LLP.

Moved by Trustee Edelstein, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed contract for bond counsel services with Orrick, Herrington, Sutcliffe, LLP located at 51 West 52nd Street, New York, New York 10019-6142 from January 1, 2024 through December 31, 2024.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

- 6.2 Consider a Resolution Approving and Accepting the Settlement of Sunshine Elmsford Realty Corp.-Section 6.10-Block 1-Lot 8

Moved by Trustee DiJusto, Seconded by Trustee McGoey and passed unanimously.

WHEREAS, Sunshine Elmsford Realty Corp. has commenced a proceeding in Supreme Court, Westchester County to challenge the assessment placed on its property for the tax years 2020 and 2021, and

WHEREAS, the Village of Ardsley has contested that challenge and defended its assessment roll, and

WHEREAS, the Town of Greenburgh has defended this claim, in conjunction with the Village of Ardsley, the Village having adopted the assessment roll of the Town, and the Town having now settled on the following terms, and

WHEREAS, the Ardsley School District as intervenor has approved settlement on similar terms, and

WHEREAS, after consultation between the Village Attorney, the Town Attorney and Special Counsel for the Ardsley School District, and in light of the settlements by the Town and School District, the Village of Ardsley now believes that a settlement has been achieved which represents the best interests of the Village and its residents and resolves this lawsuit with out the risk and cost of further litigation,

NOW THEREFORE BE IT RESOLVED, that the Village Attorney is authorized to execute a Consent Judgment settling that property's Assessment years as follows:

	<u>Assessment</u>	<u>Reduced to</u>	<u>Reduction</u>
2020	\$ 883,700	\$ 838,750	\$ 44,950
2021	1,095,000	990,000	105,000

AND BE IT FURTHER RESOLVED, that the Village Treasurer is authorized to compute and process for payment the foregoing Consent Judgement upon execution of all of the parties and "So Ordered" by the Court and service upon the Village of Ardsley.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

- 6.3 Consider a Resolution Approving and Accepting the Settlement of Fairmont Ardsley LLC. Section 6.80-Block 55-Lot 1.1, 1.2, 1.3, 1.4

Moved by Trustee DiJusto, Seconded by Trustee Edelstein and passed unanimously.

WHEREAS, Fairmont Ardsley LLC has commenced a proceeding in Supreme Court, Westchester County to challenge the assessment placed on its property for the tax years 2019, 2020 and 2021, and

WHEREAS, the Village of Ardsley has contested that challenge and defended its assessment roll, and

WHEREAS, the Town of Greenburgh has defended this claim, in conjunction with the Village of Ardsley, the Village having adopted the assessment roll of the Town, and the Town having now settled on the following terms, and

WHEREAS, the Ardsley School District as intervenor has approved settlement on similar terms, and

WHEREAS, after consultation between the Village Attorney, the Town Attorney and Special Counsel for the Ardsley School District, and in light of the settlements by the Town and School District, the Village of Ardsley now believes that a settlement has been achieved which represents the best interests of the Village and its residents and resolves this lawsuit with out the risk and cost of further litigation,

NOW THEREFORE BE IT RESOLVED, that the Village Attorney is authorized to execute a Consent Judgment settling that property’s Assessment years as follows:

	<u>Lot</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2019	6.80-55-1.1	464,4000	464,000	0
	6.80-55-1.2	781,800	404,300	377,500
	6.80-55-1.3	391,600	391,600	0
	6.80-55-1.4	560,300	560,300	0
2022	6.80-55-1.4	1,239,300	1,100,000	139,300
2023	6.80-55-1.4	1,284,800	1,150,000	134,800

AND BE IT FURTHER RESOLVED, that the Village Treasurer is authorized to compute and process for payment the foregoing Consent Judgement upon execution of all of the parties and “So Ordered” by the Court and service upon the Village of Ardsley.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

- 6.4 Consider a Resolution Approving and Accepting the Settlement of 15-35 Center Street LLC. Section 6.50-Block 30 Lot 1, 6

Moved by Trustee McGoey, Seconded by Trustee DiJusto and passed unanimously.

WHEREAS, 15-35 Center Street LLC has commenced a proceeding in Supreme Court, Westchester County to challenge the assessment placed on its property for the tax years 2018, 2019, 2020 and 2022, and

WHEREAS, the Village of Ardsley has contested that challenge and defended its assessment roll, and

WHEREAS, the Town of Greenburgh has defended this claim, in conjunction with the Village of Ardsley, the Village having adopted the assessment roll of the Town, and the Town having now settled on the following terms, and

WHEREAS, the Ardsley School District as intervenor has approved settlement on similar terms, and

WHEREAS, after consultation between the Village Attorney, the Town Attorney and Special Counsel for the Ardsley School District, and in light of the settlements by the Town and School District, the Village of Ardsley now believes that a settlement has been achieved which represents the best interests of the Village and its residents and resolves this lawsuit with out the risk and cost of further litigation,

NOW THEREFORE BE IT RESOLVED, that the Village Attorney is authorized to execute a Consent Judgment settling that property's Assessment years as follows:

	<u>Lot</u>	<u>Original Assessment</u>	<u>Reduced To</u>	<u>Reduction</u>
2018	6.50-30-1	3,900,500	3,772,050	128,450
	6.80-30-6	2,726,400	2,636,650	89,750
2019	6.80-30-1	3,900.500	3,796.400	104,100
	6.80-30-6	2,726,400	2,653,600	72,800
2020	6.50-30-1	3,900,500	3,825,750	74,750
	6,50-30-6	2,726,400	2,674,250	52,150
2022	6,80-30-1	3,964,200	3,716,950	247,250
	6.50-30.6	3,021,500	2,833,050	188,700

AND BE IT FURTHER RESOLVED, that the Village Treasurer is authorized to compute and process for payment the foregoing Consent Judgement upon execution of all of the parties and "So Ordered" by the Court and service upon the Village of Ardsley.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

- 6.5 Consider a Resolution Ratifying a Stipulation of Agreement Between the Village of Ardsley, Detective Anthony Vacca and the Ardsley PBA

Moved by Trustee Edelstein, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Village Board of Trustees hereby approves and ratifies the attached Stipulation of Agreement & Release between the Village of Ardsley, Detective Anthony Vacca and the Ardsley PBA, executed by the Village Manager on December 18, 2023, including all terms set forth herein.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey & Trustee Edelstein

Nays: None

Abstained: None

- 6.6 Consider a Resolution Modifying the 2022/2023 Budget by Enabling the Village Treasurer to make Necessary Transfers with the General Fund

Moved by Trustee DiJusto, Seconded by Trustee McGoey and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2022/2023 Village Budget by transferring \$513,925.88 from the following:

FROM LINE ITEMS:

TO LINE ITEMS:

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

7. CORRESPONDENCE

- 7.1 Letter from Pollinator Pathway Chair, Carol Sommerfield:

December 12, 2023

Dear Ardsley Village Board of Trustees,

I care deeply about the impacts of light pollution, which is harmful to human physical and emotional health as well as wildlife.

Medical research has shown that human exposure to artificial light at night can cause depression, mood and sleep disorders, stress, heart disease, cancer, obesity, and diabetes. There is also a disturbing correlation between light pollution and Alzheimer's disease. Light pollution is also deadly and harmful to birds, amphibians, pollinators and other insects, and animals. For example, the United Nations warns that millions of migrating birds are killed by light pollution each year.

Outdoor lighting is needed for safety, and what I am proposing does not reduce the amount of outdoor lighting. It, instead, reduces the harmful effects of light pollution

and can be accomplished through simple changes to how we light our outdoor spaces. In fact, New York State, in response to the dire effects of light pollution, has passed N.Y. Public Buildings Law §143 to reduce harmful light pollution from public buildings in the state (See Appendix B).

We have an opportunity to get it right in Ardsley during your review of the lighting plan that has been proposed for 657 Saw Mill River Road. I understand that the Board is currently reviewing this site plan and the next public hearing is scheduled for Monday, December 18, 2023. This centrally located property can be an example of responsible lighting practices. Additionally, this site is located near residential properties and responsible lighting practices will have a positive effect on their quality of life.

I ask that you consider measures to make the proposed lighting for the building and property Dark Skies Compliant, which primarily focuses on the color temperature and direction of outdoor lighting. Given the location of this site at the gateway to our Village, this type of lighting may, in fact, prove to be a warm representation of the Ardsley community.

The following recommendations will reduce harmful light pollution:

1. All lighting should be fully shielded. Appendix A has a diagram illustrating fully shielded lights compared to other forms of outdoor light.
2. Choosing lighting that is certified as Dark Skies Approved. Lights that have this approval can be located at Dark Sky Approved | DarkSky International.
3. Lighting should be low wattage 2,700 Kelvin or amber. The color temperature should never exceed 3,000 Kelvin.
4. Lighting should have state-of-the-art lighting control management technologies to dim lights after hours. This will also serve to save money and energy.
5. Lighting should never be directed upward or sideways, it should only point down.

I appreciate your consideration of this request to protect people and wildlife through adopting all or some of the above recommendations. I hope that you will demonstrate strong leadership on this important issue.

Thank you,
Carol Sommerfield
Chair, Ardsley Pollinator Pathway
Ardsley, NY 10502
carol.sommerfield@gmail.com

Appendix A: Compliant Shielded Lighting

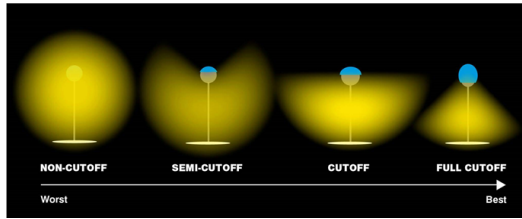


Image from solutions.borderstates.com

Appendix B: New York State Dark Skies Law New York N.Y. Public Buildings Law §143

Prohibits the use of state funds to install new permanent outdoor lighting fixtures or to pay for the cost of operating such fixtures unless certain requirements are met. These include the use of fully shielded fixtures in many cases and low-wattage fixtures for ornamental roadway lighting. Provisions of the law are waived for fixtures used by emergency personnel, lighting systems for aviation and nautical safety, athletic field lighting and lighting for tunnels and roadway underpasses.

Appendix C: Links to Information On the Health Effects of Light Pollution

[Missing the Dark: Health Effects of Light Pollution - PMC \(nih.gov\)](#)

[Understanding light pollution: Recent advances on its health threats and regulations - ScienceDirect](#)

[\(PDF\) Missing the Dark: Health Effects of Light Pollution \(researchgate.net\)](#)

Appendix D: Links to Information on the Effects of Light Pollution on Birds, insects, Amphibians and Animals

[Study reveals need to better understand effects of light pollution on migrating animals -Warner College of Natural Resources \(colostate.edu\)](#)

[Light Pollution Impacts Animals and Environment \(fau.edu\)](#)

[Reducing the effect of light pollution on wildlife - DCCEEW](#)

8. VISITORS

8.1 Jodie Reaver Ardsley residentn read the following statement:

Good evening. I'd like to start tonight by thanking Trustee McGoe and Trustee Narayanan for joining the board - thank you.

I'm here to address the proposed gas station. Part of that includes concerns I have regarding Village adherence to the Open Meetings Law. In October, I attempted to review Planning Board Minutes to understand what guidance was provided to the applicant and to the Board.

When visiting the Village website I noted missing Planning Board minutes from 2022. I submitted a FOIL request to the Village for the minutes and was told the minutes could not be shared as they weren't approved. I then shared an opinion from the State of New York Department of State Committee on Open Government. It was written in response to a request from a citizen unable to view planning board minutes.

The Committee stated:

- Minutes of meetings of all public bodies shall be available to the public ... within two weeks from the date of such meetings; and
- ... there is nothing in the Open Meetings Law or any other statute... that requires that minutes be approved... it has consistently been advised that minutes be prepared and made available within two weeks, and that if the minutes have not been approved, they may be marked "unapproved", "draft" or "non-final",.....¹

Needless to say, I still did not receive a copy of the minutes but the Planning Board did hold an emergency meeting to approve the minutes, which were then posted for viewing.

I made my request on October 17, 2023 - a full year after the meeting dates, certainly not within the 10-day period.

Why does this matter? It matters because I wanted to review the recommendations from the Planning Board to understand their guidance to the applicants and the board - a pattern emerged that I will now highlight.

April 2021

- The applicant met with the Planning Board. The minutes reflect: Mr. Ryan mentioned a 1,800 square foot store... (and) 3 islands with 6 fueling stations.

December 2022

- A new submission to the Planning Board was referenced but not explained.

May 2022 (I quote from the minutes)

The Chair outlined some of the ignored comments: the plans show three pump islands despite the fact that the Board has stated there should be only two islands with four pumps because that was the extent of the prior non-conforming use and intensity may not be increased;

¹ <https://docs.dos.ny.gov/coog/fext/18501.htm>

- The Chair reiterated that the applicant is entitled to two islands and four pumps, and no more, under common law.

August 2022

- The Chair ... pointed out that a legal non-conforming use may not be increased, and therefore there may not be more than the two islands and four pumps that were there before.

September 2022

- The Chair emphasized that a gas station is a non-conforming use and that without Village approval, one may not increase the intensity of a non-conforming use.

October 2022

- The Chair reiterated that it is well established law that one may not increase a non-conforming use, and that the Planning Board is therefore resolute that there may not be more than two (2) pumping islands on the site.

November 2022 Planning Board Letter to the Board - two points to note from the letter:

- The number of pumping islands needs to be reduced to two islands with one pump at each for a total of 4 dispensing locations; as a matter of law, an increase in the nonconforming use beyond the foregoing is not permitted;

The building should be reduced in size

The Board of Trustees received this recommendation in November 2022 and yet the applicant has not modified the proposal to reflect the recommendations of the Planning Board. As noted in the September 2022 Planning Board minutes, one may not increase intensity without prior Village approval. Since the Board of Trustees public hearing commenced the size of the building and number of pumps and dispensing locations has been discussed, without any clarity as to what is allowed.

Questions:

- Does the applicant have approval from the Village to **ONE** increase the size of the building and **TWO** to include more than two pumping islands and four gas dispensing stations? If not, what is being done to hold them to the noted recommendations and as stated by the Planning Board “the law?”

- What processes and procedures have been changed at the Village to ensure compliance with the Open Meetings Law with all committees from this point forward?

Further, on page 55 of the board meeting packet there is a report titled, “Potential Contamination History NYSDEC Spill Incidents Database” dated November 13, 2023. In this report three spills are still listed as “not closed,” they include “gasoline, motor oil (abandoned drums), and unknown petroleum.”

- In this highly sensitive location, next to the Bramble Brook that feeds into the Saw Mill River, what is being done about these open spills? How can we be sure they will be properly remediated? And what precautions are currently underway to safeguard against future spills and contamination of the creek?

- 8.2 Carol Sommerfield Ardsley resident stated that she is happy to hear that the lighting will be dark sky compliant. Ms. Sommerfield questioned if they are looking at native trees, plants, shrubs and perennials for 657 Saw Mill River Rd? Ms. Sommerfield stressed no use of pesticide, herbicides and minimal use of fertilizer. If fertilizer is used it should be organic.

Mr. Bohlander stated that they will update the Stormwater pollution prevention plan to remove the text about the fertilizer in the landscaping area adjacent to Bramblebrook and to include only native species.

8.3 Eda Kapsis, Ardsley resident read the following statement:

Good evening and thank you. My name is Eda Kapsis and I live on Victoria Rd in Ardsley.

I remain opposed to the proposed plans for a new gas station at 657 Saw Mill River Road (also known as 9A) and uphold prior comments that I submitted. I appreciate the civility essential to these proceedings. I understand that multiple parties associated with the applicant have long-vested, unique interests in Ardsley. I also understand that adding a gas station is not aligned with community goals developed and adopted in the Village comprehensive plan four years ago. With that there are two points I want to raise briefly this evening.

First I ask for priority attention to updated 2023 evaluations and forecasts for flood risk completed by NOAA federal officials as well as multiple insurance and real estate organizations operating in NY State such as First Street. With due respect, use of the Cornell benchmarks cited is outdated. I encourage all to view the site of Tesla chargers at the grocer in Dobbs Ferry, a site which also rests below a slope but did not even add impervious surface area. Nowadays the site consistently floods for extended periods. Photos and the site are easily accessible to all. Turning back to this new proposed plan, the site scores 9 out of 10 for flood risk using updated methods. Once paved, we can be confident the 657 Saw Mill River site will flood multiple times per year as designed and water from the site will exacerbate flooding that occurred today in proximal sections of 9A in front of the car wash. Please prioritize review of plans and requirements to comply with requirements given current evaluation and forecasts.

Second I ask the Board to prioritize zoning reform that reflects the comprehensive plan passed several years ago. Since the current zoning map is out of alignment with the comprehensive plan, Village Hall professionals are thus seeking agreements for commercial tax revenue that differ significantly from the comprehensive plan as adopted. Please make zoning reform the Board's top priority and take the opportunity to subsequently draft an implementation plan from the comprehensive plan. Implementation plans can be lifted from the comprehensive plan and should not require delay with consultant engagements.

I wish you and yours happy holidays. May 2024 be an outstanding year for our community.

9. CALL FOR EXECUTIVE SESSION

10. ADJOURNMENT OF MEETING

10.1 Adjournment

Moved by Trustee McGoey, Seconded by Trustee DiJusto and passed unanimously.

RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, December 18, 2023 at 10:42 p.m.

Carried by the following votes: 4-0-0

Ayes: Mayor Kaboolian, Trustee DiJusto, Trustee McGoey, & Trustee Edelstein

Nays: None

Abstained: None

11. UPCOMING EVENTS & MEETINGS

- December 19th Board of Architectural Review Meeting 8:00 pm
- December 21st Library Board Meeting 7:30 pm
- December 22nd-ALL VILLAGE OFFICES CLOSING AT NOON-TIME
- December 23rd -ARDLSEY LIBRARY CLOSED
- December 25th -ALL VILLAGE OFFICES CLOSED
- December 28th-The Mighty Oak 2:00 pm @ Ardsley Public Library
- December 29th ALL VILLAGE OFFICES CLOSING AT NOON-TIME
- January 1st ALL VILLAGE OFFICES CLOSED
- January 2nd Board of Architectural Review Meeting 8:00 pm
- January 4th Ardsley Public Library Presents-Adult Book Club Wow, no thank you 6:00 pm
- January 8th MDI Committee Meeting 7:00 pm
- January 8th Planning Board Meeting 8:00 pm
- January 13th Manga Club! @ Ardsley Public Library 1:00 pm
- January 15th Martin Luther King Jr. Birthday-ALL VILLAGE OFFICES CLOSED
- January 16th Board of Architectural Review Meeting 8:00 pm
- January 17th Going Wild with Hedgerows, Meadows & Plants 7:30 pm
- January 18th Winter Drawing Class via Zoom 5:30 pm
- January 24th Zoning Board Meeting 8:00 pm
- January 25th Library Board Meeting 7:30 pm

12. NEXT BOARD MEETING:

- Tue. January 2nd Board of Trustees Meeting 8:00 pm
- Tue. January 9th Board of Trustees Work Session 7:30 pm

Village Clerk, Ann Marie Rocco

Date:

Printed: 12/11/2023

BIOTER ACTIVITY REPORT
By Time of Day
FOR DATE RANGE OF 11/01/2023 TO 11/30/2023

Page: 1

Call Type	Invalid Time	0001-0200	0201-0400	0401-0600	0601-0800	0801-1000	1001-1200	1201-1400	1401-1600	1601-1800	1801-2000	2001-2200	2201-2400	TOTALS
ABANDONED 911	0	1	0	0	0	0	0	0	1	0	0	0	0	2
ADMINISTRATIVE	0	0	0	0	0	0	1	2	0	0	0	0	0	3
AIDED	0	0	1	2	1	0	0	0	1	1	1	0	0	7
ALARM - FALSE	0	0	2	2	0	0	0	1	2	0	0	1	0	8
AMBULANCE	0	1	3	2	2	4	10	6	5	7	7	2	6	55
ANIMAL COMPLAINT	0	0	0	0	0	1	1	0	1	1	0	0	0	4
ASSAULT	0	0	0	0	0	0	0	1	0	0	0	0	0	1
AUTO ACCIDENT	0	1	1	0	2	2	0	3	1	3	0	0	0	13
BUILDING SECURITY	0	4	0	0	0	1	0	0	0	0	0	0	0	5
CHILD SEAT INSTALLATION	0	0	0	0	0	1	0	1	1	0	0	0	0	3
CIVIL MATTER	0	0	0	0	0	1	0	0	0	1	0	0	0	2
COURT MATTER	0	0	0	0	0	0	0	0	1	0	0	0	0	1
DEATH CASES	0	0	0	0	0	1	0	0	0	0	0	0	0	1
DISPUTE	0	0	0	0	0	0	1	0	0	0	1	0	0	2
DOG COMPLAINT	0	0	0	0	0	0	1	2	0	0	1	0	0	4
DOMESTIC DISPUTE	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRE RESPONSE	0	0	0	0	0	1	1	3	4	2	1	1	1	14
FOA	0	1	0	0	1	0	0	0	1	1	0	0	0	4
FRAUD	0	0	0	0	0	0	1	0	0	0	0	0	0	1
GENERAL INFORMATION	0	0	0	0	0	1	0	0	0	0	0	0	0	4
HANDICAPPED PERMIT	0	0	0	0	0	0	1	3	1	1	0	0	0	6
HOT LINE	0	2	0	1	0	0	1	0	0	1	1	0	0	6
IMPOUNDS	0	0	0	0	0	1	0	0	0	1	0	0	1	3
LARCENY - PETIT	0	0	0	0	0	0	0	1	1	3	1	0	0	6
LOITERING	0	0	0	1	0	0	0	0	1	0	0	0	0	1
NOISE COMPLAINT	0	0	0	1	0	1	0	0	0	0	0	0	0	3
OSTR GOVT ADMIN	0	0	0	0	0	0	0	0	1	0	0	0	0	1
PARKING COMPLAINT	0	0	0	0	0	2	0	0	0	0	1	0	0	3
PERSONNEL	0	0	0	0	0	1	0	0	4	3	6	2	0	16
PROPERTY- TURNED IN	0	0	0	0	0	0	1	1	0	0	0	0	0	2
PROPERTY-LOST	0	0	0	0	0	0	0	0	0	1	0	0	0	1
PUBLIC UTILITIES	0	0	0	0	0	1	0	1	2	1	2	0	0	7
REAL TIME CRIME CENTER	0	1	0	0	0	0	0	0	0	0	0	0	0	1
ROAD HAZARD	0	0	0	0	1	0	0	0	0	1	1	0	0	3

Printed: 12/11/2023

BIOTTER ACTIVITY REPORT
 By Time of Day
 FOR DATE RANGE OF 11/01/2023 TO 11/30/2023

Page: 2

Call Type	Invalid Time	0001-0200	0201-0400	0401-0600	0601-0800	0801-1000	1001-1200	1201-1400	1401-1600	1601-1800	1801-2000	2001-2200	2201-2400	TOTALS
SERVICE OF PROCESS	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SUSPICIOUS ACTIVITY	0	1	0	1	0	1	0	2	2	0	2	1	1	11
TRAFFIC	0	0	0	0	0	0	4	0	0	3	0	0	1	8
UNFOUNDED	0	0	1	0	0	0	0	0	0	0	0	0	0	1
V & T ARREST	0	0	0	0	1	0	0	1	0	0	0	0	0	2
WARRANT	0	0	0	0	0	0	0	0	1	2	0	1	0	4
WARRANT ACTIVITY	0	0	0	0	0	0	1	0	0	0	0	0	0	1
WELFARE CHECK	0	0	0	0	0	0	1	0	1	0	0	2	0	4
Totals:	0	12	8	9	8	20	25	28	33	34	26	13	10	226

Printed: 12/01/2023

ARDSLEY POLICE DEPARTMENT

MONTHLY STATISTIC REPORT

Activity From 11/01/2023 Thru 11/30/2023

Type of Activity	MTD	YTD
Arrests	7	65
Sex- Male - MTD: 6 YTD: 53		
Female - MTD: 1 YTD: 12		
Unknown- MTD: 0 YTD: 0		
Class- Felony- MTD: 2 YTD: 13		
Misd - MTD: 5 YTD: 49		
Violat- MTD: 0 YTD: 3		
Blotters	226	2934
Cases	14	145
Class- Felony- MTD: 1 YTD: 36		
Misd - MTD: 8 YTD: 75		
Violat- MTD: 5 YTD: 33		
Citations	70	705
Type- Parking- MTD: 0 YTD: 0		
Traffic- MTD: 70 YTD: 703		
Summons- MTD: 0 YTD: 1		
Field Interviews	0	0
Impounds	10	43
Juveniles	0	0
Sex- Male - MTD: 0 YTD: 0		
Female - MTD: 0 YTD: 0		
Unknown- MTD: 0 YTD: 0		
Class- Felony- MTD: 0 YTD: 0		
Misd - MTD: 0 YTD: 0		
Violat- MTD: 0 YTD: 0		
Medical Aided	0	0
Traffic Accidents	12	109
Type- Fatal- MTD: 0 YTD: 0		
Injury- MTD: 0 YTD: 14		
Other- MTD: 12 YTD: 95		

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-002711-23	11/01/2023 -03:45	SAW MILL RIVER RD ARDSLEY	AIDED	DISPATCHED	044
AP-002712-23	11/01/2023 -10:23	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002713-23	11/01/2023 -10:34	SAW MILL RIVER ROAD ARDSLEY	FRAUD	DISPATCHED	045
AP-002714-23	11/01/2023 -14:59	HILLTOP RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002715-23	11/01/2023 -15:15	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002716-23	11/01/2023 -17:09	SAW MILL RIVER RD ARDSLEY	IMPOUNDS	DISPATCHED	046
AP-002717-23	11/01/2023 -22:14	ASHFORD AVE ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002718-23	11/02/2023 -02:56	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	044
AP-002719-23	11/02/2023 -05:22	MCKINLEY PL ARDSLEY	ALARM - FALSE	DISPATCHED	036
AP-002720-23	11/02/2023 -14:28	SAW MILL RIVER RD ARDSLEY	OBSTR GOVT ADMIN	ARREST MADE	048
AP-002721-23	11/02/2023 -15:40	CONCORD RD ARDSLEY	AMBULANCE	DISPATCHED	047
AP-002722-23	11/02/2023 -18:29	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002723-23	11/03/2023 -01:10	CENTER ST ARDSLEY	BUILDING SECURITY	INVESTIGATED	039
AP-002724-23	11/03/2023 -08:24	HILLCREST AV ARDSLEY	DEATH CASES	DISPATCHED	047
AP-002725-23	11/03/2023 -10:46	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	045
AP-002726-23	11/03/2023 -15:04	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002727-23	11/03/2023 -15:45	ASHFORD AVE ARDSLEY	WARRANT	NO PRESS RELEASE	028
AP-002728-23	11/03/2023 -16:14	ASHFORD AVE ARDSLEY	WARRANT	NO PRESS RELEASE	028
AP-002729-23	11/03/2023 -17:15	SAW MILL RIVER ROAD ARDSLEY	LARCENY - PETIT	DISPATCHED	033
AP-002730-23	11/03/2023 -22:02	KENSINGTON RD ARDSLEY	FIRE RESPONSE	DISPATCHED	047
AP-002731-23	11/04/2023 -09:42	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002732-23	11/04/2023 -13:24	SAW MILL RIVER RD ARDSLEY	LARCENY - PETIT	DISPATCHED	046
AP-002733-23	11/04/2023 -14:44	ASHFORD AVENUE ARDSLEY	AMBULANCE	DISPATCHED	042
AP-002734-23	11/04/2023 -15:49	REST AVE ARDSLEY	PUBLIC UTILITIES	DISPATCHED	046
AP-002735-23	11/04/2023 -19:49	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002736-23	11/04/2023 -22:28	ASHFORD BRIDGE ARDSLEY	TRAFFIC	INVESTIGATED	046
AP-002737-23	11/05/2023 -01:09	CENTRAL AVE ARDSLEY	REAL TIME CRIME	PATROL ADVISED	
AP-002738-23	11/05/2023 -02:15	ROCKRIDGE RD ARDSLEY	UNFOUNDED	DISPATCHED	039
AP-002739-23	11/05/2023 -04:45	SAW MILL RIVER RD ARDSLEY	NOISE COMPLAINT	DISPATCHED	039
AP-002740-23	11/05/2023 -11:55	VALLEY AVE ELMSFORD	HOT LINE	PATROL ADVISED	
AP-002742-23	11/05/2023 -15:37	SYLVIA AVE ARDSLEY	FIRE RESPONSE	DISPATCHED	047
AP-002745-23	11/05/2023 -19:53	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002746-23	11/06/2023 -07:32	SAW MILL RIVER RD ARDSLEY	V & T ARREST	ARREST MADE	046
AP-002747-23	11/06/2023 -08:28	CONCORD AVE ARDSLEY	CIVIL MATTER	DISPATCHED	047
AP-002748-23	11/06/2023 -13:28	ASHFORD AVE ARDSLEY	V & T ARREST	ARREST MADE	047
AP-002749-23	11/06/2023 -16:27	ASHFORD AVE ARDSLEY	WARRANT		028
AP-002750-23	11/06/2023 -16:29	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	045
AP-002751-23	11/06/2023 -21:53	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT	RENDERED	
AP-002752-23	11/06/2023 -22:00	SAW MILL RIVER RD ARDSLEY	ALARM - FALSE	DISPATCHED	045
AP-002753-23	11/06/2023 -22:58	I 87 N ARDSLEY	AMBULANCE	DISPATCHED	
AP-002754-23	11/07/2023 -04:54	SAW MILL RIVER RD ARDSLEY	AIDED	DISPATCHED	044
AP-002755-23	11/07/2023 -07:54	I 87 S ARDSLEY	AMBULANCE	DISPATCHED	
AP-002756-23	11/07/2023 -08:52	AMERICAN LEGION DR ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	08 0
AP-002757-23	11/07/2023 -09:45	EUCLID AVE ARDSLEY	NOISE COMPLAINT	DISPATCHED	09466
AP-002758-23	11/07/2023 -13:25	AGNES CIR ARDSLEY	ALARM - FALSE	DISPATCHED	036
AP-002759-23	11/07/2023 -15:29	JOYCE RD HARTSDALE	AMBULANCE	DISPATCHED	
AP-002760-23	11/07/2023 -15:46	HUNTLEY DR ARDSLEY	WELFARE CHECK	DISPATCHED	043
AP-002761-23	11/08/2023 -00:30	ELMSFORD	HOT LINE	PATROL ADVISED	
AP-002762-23	11/08/2023 -01:43	ADDYMAN SQUARE ARDSLEY	AUTO ACCIDENT	DISPATCHED	044
AP-002763-23	11/08/2023 -07:00	FRANCES MCCORMICK DR ARDSLEY	FOA	PATROL ADVISED	
AP-002764-23	11/08/2023 -07:34	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	044
AP-002765-23	11/08/2023 -11:53	HEATHERDELL RD ARDSLEY	DOG COMPLAINT	DISPATCHED	033
AP-002766-23	11/08/2023 -13:08	SYLVIA AVE ARDSLEY	ASSAULT	INVESTIGATED	038
AP-002767-23	11/08/2023 -16:52	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	
AP-002768-23	11/09/2023 -08:44	MT VIEW AVE ARDSLEY	BUILDING SECURITY	DISPATCHED	042
AP-002769-23	11/09/2023 -12:35	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED	041

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-002770-23	11/09/2023 -18:54	BRIDGE ST ARDSLEY	FIRE RESPONSE	DISPATCHED	043
AP-002771-23	11/09/2023 -19:09	ASHFORD BRIDGE ARDSLEY	AMBULANCE	DISPATCHED	045
AP-002772-23	11/09/2023 -20:02	SPRINGWOOD AVE ARDSLEY	NOISE COMPLAINT	DISPATCHED	043
AP-002773-23	11/09/2023 -20:17	EASTERN DR ARDSLEY	WELFARE CHECK	DISPATCHED	045
AP-002774-23	11/10/2023 -01:42	CENTER ST ARDSLEY	BUILDING SECURITY	INVESTIGATED	039
AP-002776-23	11/10/2023 -11:00	COLUMBIA RD ARDSLEY	ANIMAL COMPLAINT	DISPATCHED	028
AP-002777-23	11/10/2023 -12:23	CONCORD RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002778-23	11/10/2023 -14:11	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002779-23	11/10/2023 -15:52	ORLANDO AVE ARDSLEY	ALARM - FALSE	DISPATCHED	
AP-002780-23	11/10/2023 -16:25	I 87 S ARDSLEY	AMBULANCE	DISPATCHED	
AP-002781-23	11/10/2023 -17:25	ASHFORD AVE ARDSLEY	TRAFFIC	DISPATCHED	047
AP-002782-23	11/10/2023 -18:19	SAW MILL RIVER ROAD ARDSLEY	PUBLIC UTILITIES	DISPATCHED	047
AP-002783-23	11/10/2023 -18:39	SHELDON ST ARDSLEY	AMBULANCE	DISPATCHED	
AP-002787-23	11/10/2023 -18:45	BRIDGE ST ARDSLEY	AIDED	RENDERED	046
AP-002784-23	11/10/2023 -19:29	SAW MILL RIVER RD ARDSLEY	ROAD HAZZARD	DISPATCHED	047
AP-002785-23	11/10/2023 -19:45	ASHFORD AVE ARDSLEY	GENERAL INFORMATION	INVESTIGATED	
AP-002786-23	11/10/2023 -20:06	FRANKLIN CT ARDSLEY	AMBULANCE	DISPATCHED	
AP-002788-23	11/10/2023 -23:03	ASHFORD AVE ARDSLEY	IMPOUNDS	REPORT TAKEN	046
AP-002789-23	11/11/2023 -05:46	LOOKOUT PL ARDSLEY	ALARM - FALSE	DISPATCHED	033
AP-002790-23	11/11/2023 -11:59	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT	RENDERED	
AP-002791-23	11/11/2023 -14:35	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002792-23	11/11/2023 -16:10	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002793-23	11/11/2023 -17:50	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002794-23	11/11/2023 -17:55	ASHFORD AVE ARDSLEY	TRAFFIC	DISPATCHED	048
AP-002795-23	11/11/2023 -23:47	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	033
AP-002796-23	11/12/2023 -00:13	LAKEVIEW AVE ARDSLEY	ABANDONED 911	DISPATCHED	033
AP-002797-23	11/12/2023 -11:07	DELLWOOD LN ARDSLEY	FIRE RESPONSE	DISPATCHED	041
AP-002798-23	11/12/2023 -14:16	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002799-23	11/12/2023 -16:43	BEACON HILL RD ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002802-23	11/13/2023 -02:15	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	038
AP-002803-23	11/13/2023 -11:46	REST AVE ARDSLEY	AMBULANCE	DISPATCHED	038
AP-002804-23	11/13/2023 -13:36	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT	RENDERED	
AP-002806-23	11/13/2023 -16:56	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	046
AP-002807-23	11/13/2023 -18:13	BRAMBLEBROOK RD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	046
AP-002808-23	11/14/2023 -01:23	ASHFORD AVE ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	044
AP-002809-23	11/14/2023 -09:34	OAKHILL RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002810-23	11/14/2023 -11:22	AMERICAN LEGION DR ARDSLEY	TRAFFIC	INVESTIGATED	038
AP-002811-23	11/14/2023 -11:41	ASHFORD AVE ARDSLEY	ADMINISTRATIVE		028
AP-002812-23	11/14/2023 -17:14	SAW MILL RIVER RD ARDSLEY	AIDED	DISPATCHED	047
AP-002814-23	11/15/2023 -11:02	HEMLOCK RD HARTSDALE	AMBULANCE	DISPATCHED	
AP-002815-23	11/15/2023 -13:00	CHESTNUT ST ARDSLEY	AMBULANCE	DISPATCHED	
AP-002816-23	11/15/2023 -18:29	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002817-23	11/15/2023 -21:01	SHERIDAN AVE BRONX	WARRANT	ARREST MADE	028
AP-002818-23	11/15/2023 -22:16	MELISSA DR ARDSLEY	AMBULANCE	DISPATCHED	
AP-002819-23	11/16/2023 -12:34	PALISADE ST ARDSLEY	AMBULANCE	DISPATCHED	
AP-002820-23	11/16/2023 -16:15	SAW MILL RIVER RD ARDSLEY	ROAD HAZZARD	DISPATCHED	047
AP-002821-23	11/16/2023 -16:40	SAW MILL RIVER RD ARDSLEY	PROPERTY-LOST	REPORT TAKEN	
AP-002822-23	11/16/2023 -19:23	SAW MILL RIVER RD ARDSLEY	DISPUTE	DISPATCHED	047
AP-002823-23	11/16/2023 -20:57	HUNTLEY DR ARDSLEY	WELFARE CHECK	DISPATCHED	042
AP-002824-23	11/17/2023 -00:39	LARCHMONT ST ARDSLEY	AMBULANCE	DISPATCHED	039
AP-002825-23	11/17/2023 -04:39	SECOR RD HARTSDALE	AMBULANCE	DISPATCHED	
AP-002826-23	11/17/2023 -08:44	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED	041
AP-002827-23	11/17/2023 -12:08	LOOKOUT PL ARDSLEY	HANDICAPPED PERMIT	NO PRESS RELEASE	
AP-002829-23	11/17/2023 -12:11	SAW MILL RIVER RD ARDSLEY	FIRE RESPONSE	DISPATCHED	046
AP-002828-23	11/17/2023 -12:18	LOOKOUT PL ARDSLEY	HANDICAPPED PERMIT	NO PRESS RELEASE	
AP-002830-23	11/17/2023 -12:33	ASHFORD AVENUE ARDSLEY	DOG COMPLAINT	DISPATCHED	046

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-002831-23	11/17/2023 -14:27	SAW MILL RIVER RD ARDSLEY	FOA	DISPATCHED	046
AP-002832-23	11/17/2023 -15:35	ASHFORD AVE ARDSLEY	HANDICAPPED PERMIT	RENDERED	
AP-002833-23	11/17/2023 -16:23	I 87 N ARDSLEY	AMBULANCE	DISPATCHED	
AP-002834-23	11/17/2023 -17:27	CENTER ST ARDSLEY	LARCENY - PETIT	DISPATCHED	046
AP-002835-23	11/17/2023 -17:51	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	047
AP-002836-23	11/17/2023 -22:07	CENTER ST ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	047
AP-002837-23	11/18/2023 -00:09	BEACON HILL DR DOBBS FERRY	FOA	DISPATCHED	033
AP-002838-23	11/18/2023 -02:38	FARM RD ARDSLEY	ALARM - FALSE	DISPATCHED	028
AP-002839-23	11/18/2023 -03:33	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	033
AP-002840-23	11/18/2023 -05:16	SAW MILL RIVER ROAD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	033
AP-002841-23	11/18/2023 -10:40	ASHFORD AVE ARDSLEY	TRAFFIC	DISPATCHED	041
AP-002842-23	11/18/2023 -13:21	DELLWOOD LN ARDSLEY	FIRE RESPONSE	DISPATCHED	041
AP-002843-23	11/18/2023 -13:46	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	041
AP-002844-23	11/18/2023 -14:13	SAW MILL RIVER RD ARDSLEY	LOITERING	DISPATCHED	041
AP-002845-23	11/18/2023 -16:25	ASHFORD AVE ARDSLEY	GENERAL INFORMATION	NO PRESS RELEASE	
AP-002846-23	11/18/2023 -18:08	SAW MILL RIVER ROAD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	045
AP-002847-23	11/18/2023 -20:59	LINCOLN AVE ARDSLEY	AMBULANCE	DISPATCHED	043
AP-002848-23	11/19/2023 -08:15	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002850-23	11/19/2023 -11:12	ROUND HILL RD DOBBS FERRY	AMBULANCE	DISPATCHED	
AP-002851-23	11/19/2023 -13:36	HEATHERDELL RD ARDSLEY	FIRE RESPONSE	DISPATCHED	043
AP-002852-23	11/19/2023 -14:46	HEATHERDELL RD ARDSLEY	ANIMAL COMPLAINT		043
AP-002853-23	11/19/2023 -18:11	ASHFORD AVE ARDSLEY	PUBLIC UTILITIES	DISPATCHED	045
AP-002854-23	11/20/2023 -01:43	ASHFORD AV ARDSLEY	BUILDING SECURITY	INVESTIGATED	044
AP-002855-23	11/20/2023 -05:00	ARDSLEY	HOT LINE	DISPATCHED	044
AP-002856-23	11/20/2023 -08:01	REVOLUTIONARY RD ARDSLEY	FIRE RESPONSE	DISPATCHED	042
AP-002857-23	11/20/2023 -12:09	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	047
AP-002858-23	11/20/2023 -12:16	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	047
AP-002859-23	11/20/2023 -12:37	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	REPORT TAKEN	042
AP-002860-23	11/20/2023 -14:04	ASHFORD AVE ARDSLEY	COURT MATTER	NO PRESS RELEASE	
AP-002861-23	11/20/2023 -14:37	SAW MILL RIVER RD ARDSLEY	LARCENY - PETIT	DISPATCHED	047
AP-002862-23	11/20/2023 -18:49	SAW MILL RIVER RD ARDSLEY	LARCENY - PETIT	DISPATCHED	045
AP-002863-23	11/20/2023 -21:55	HUNTLEY DR ARDSLEY	FIRE RESPONSE	DISPATCHED	045
AP-002864-23	11/21/2023 -10:35	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	047
AP-002865-23	11/21/2023 -12:41	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	047
AP-002866-23	11/21/2023 -16:02	ASHFORD AVE ARDSLEY	PUBLIC UTILITIES	DISPATCHED	045
AP-002867-23	11/21/2023 -19:00	VIRGINIA AVE DOBBS FERRY	HOT LINE	PATROL ADVISED	045
AP-002868-23	11/22/2023 -09:14	SAW MILL RIVER RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	042
AP-002869-23	11/22/2023 -09:29	EKETER PL ARDSLEY	PUBLIC UTILITIES	DISPATCHED	047
AP-002870-23	11/22/2023 -11:24	HEATHERDELL RD ARDSLEY	AMBULANCE	DISPATCHED	042
AP-002871-23	11/22/2023 -13:50	ASHFORD AVE ARDSLEY	ADMINISTRATIVE		048
AP-002872-23	11/22/2023 -14:38	ASHFORD AVE ARDSLEY	CHILD SEAT	RENDERED	041
AP-002873-23	11/22/2023 -14:46	FARM RD ARDSLEY	AUTO ACCIDENT	DISPATCHED	042
AP-002874-23	11/22/2023 -17:23	SAW MILL RIVER RD ARDSLEY	SERVICE OF PROCESS	NO PRESS RELEASE	046
AP-002876-23	11/23/2023 -11:24	ASHFORD AVE ARDSLEY	WARRANT ACTIVITY		
AP-002878-23	11/23/2023 -15:05	ASHFORD AV ARDSLEY	FIRE RESPONSE	DISPATCHED	042
AP-002879-23	11/23/2023 -16:25	SAW MILL RIVER RD ARDSLEY	FOA	DISPATCHED	047
AP-002880-23	11/23/2023 -19:56	SAW MILL RIVER ROAD ARDSLEY	AMBULANCE	DISPATCHED	
AP-002881-23	11/24/2023 -03:01	EUCLID AVE ARDSLEY	ALARM - FALSE	DISPATCHED	039
AP-002882-23	11/24/2023 -06:23	SAW MILL RIVER RD ARDSLEY	AIDED	DISPATCHED	038
AP-002883-23	11/24/2023 -11:00	SAW MILL RIVER RD ARDSLEY	TRAFFIC	DISPATCHED	043
AP-002884-23	11/24/2023 -11:01	JORDAN LN ARDSLEY	AMBULANCE	DISPATCHED	041
AP-002885-23	11/24/2023 -11:10	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	043
AP-002886-23	11/24/2023 -12:21	SAW MILL RIVER RD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	041
AP-002887-23	11/24/2023 -14:11	ASHFORD AVE ARDSLEY	FIRE RESPONSE	DISPATCHED	041
AP-002888-23	11/24/2023 -14:24	SAW MILL RIVER RD ARDSLEY	GENERAL INFORMATION	DISPATCHED	041
AP-002889-23	11/24/2023 -14:28	HIGHLAND DR ARDSLEY	ALARM - FALSE	DISPATCHED	041

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-002890-23	11/24/2023 -15:00	ABINGTON AVE ARDSLEY	AIDED	DISPATCHED	041
AP-002892-23	11/24/2023 -17:51	SAW MILL RIVER RD YONKERS	HOT LINE	PATROL ADVISED	033
AP-002893-23	11/25/2023 -09:28	SAW MILL RIVER RD ARDSLEY	IMPOUNDS	REPORT TAKEN	046
AP-002894-23	11/25/2023 -11:30	ASHFORD AVE ARDSLEY	DISPUTE	DISPATCHED	046
AP-002895-23	11/25/2023 -12:15	TAPPAN TER ARDSLEY	DOG COMPLAINT		046
AP-002896-23	11/25/2023 -14:17	GLEN RD ARDSLEY	FIRE RESPONSE	DISPATCHED	041
AP-002897-23	11/25/2023 -16:48	ASHFORD AVE ARDSLEY	AMBULANCE	DISPATCHED	048
AP-002899-23	11/26/2023 -01:05	I 87 N ARDSLEY	HOT LINE	PATROL ADVISED	
AP-002905-23	11/26/2023 -17:55	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002903-23	11/26/2023 -17:56	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002904-23	11/26/2023 -18:31	WOODLANDS AVE WHITE PLAINS	AMBULANCE	DISPATCHED	
AP-002906-23	11/26/2023 -19:01	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002907-23	11/27/2023 -01:33	BRIDGE ST ARDSLEY	BUILDING SECURITY	INVESTIGATED	044
AP-002908-23	11/27/2023 -05:49	PLAINVIEW AVE ARDSLEY	AMBULANCE	DISPATCHED	033
AP-002909-23	11/27/2023 -06:35	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	044
AP-002910-23	11/27/2023 -07:59	ASHFORD AVE ARDSLEY	AUTO ACCIDENT	DISPATCHED	043
AP-002911-23	11/27/2023 -16:42	SAW MILL RIVER ROAD ARDSLEY	CIVIL MATTER	DISPATCHED	047
AP-002912-23	11/27/2023 -19:26	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002913-23	11/27/2023 -20:27	PARK AVE ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	047
AP-002914-23	11/28/2023 -03:45	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	044
AP-002915-23	11/28/2023 -12:58	ASHFORD AVE ARDSLEY	ADMINISTRATIVE	NO PRESS RELEASE	
AP-002916-23	11/28/2023 -14:54	CONCORD RD ARDSLEY	ABANDONED 911	DISPATCHED	038
AP-002917-23	11/28/2023 -16:10	VICTORIA RD ARDSLEY	FIRE RESPONSE	DISPATCHED	036
AP-002918-23	11/28/2023 -17:21	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002919-23	11/29/2023 -07:10	ASHFORD AVE ARDSLEY	ROAD HAZZARD	DISPATCHED	045
AP-002920-23	11/29/2023 -08:56	ASHFORD AVE ARDSLEY	AUTO ACCIDENT	DISPATCHED	046
AP-002921-23	11/29/2023 -09:28	OLYMPIC LN ARDSLEY	AMBULANCE	DISPATCHED	
AP-002922-23	11/29/2023 -10:35	SAW MILL PARKWAY ARDSLEY	WELFARE CHECK	DISPATCHED	046
AP-002923-23	11/29/2023 -14:19	ASHFORD AVE ARDSLEY	SUSPICIOUS ACTIVITY	REPORT TAKEN	
AP-002924-23	11/29/2023 -23:18	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	047
AP-002925-23	11/30/2023 -04:58	HEATHERDELL RD ARDSLEY	AIDED	DISPATCHED	047
AP-002926-23	11/30/2023 -09:36	FARM RD ARDSLEY	GENERAL INFORMATION	PATROL ADVISED	041
AP-002927-23	11/30/2023 -10:03	LINCOLN AVE ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002928-23	11/30/2023 -11:48	SAW MILL RIVER RD ARDSLEY	TRAFFIC	RENDERED	037
AP-002929-23	11/30/2023 -12:20	CRESTVIEW PL ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002930-23	11/30/2023 -13:04	SAW MILL RIVER RD ARDSLEY	SUSPICIOUS ACTIVITY	DISPATCHED	046
AP-002931-23	11/30/2023 -17:42	CONCORD RD ARDSLEY	FIRE RESPONSE	DISPATCHED	043
AP-002932-23	11/30/2023 -19:02	ORLANDO AV ARDSLEY	AMBULANCE	DISPATCHED	045
AP-002933-23	11/30/2023 -19:14	ASHFORD AVE ARDSLEY	DOG COMPLAINT	DISPATCHED	045
AP-002934-23	11/30/2023 -20:01	RIVERVIEW AVE ARDSLEY	DOMESTIC DISPUTE	DISPATCHED	045
AP-002935-23	11/30/2023 -20:09	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002936-23	11/30/2023 -20:20	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	

TOTAL PRIORITY CALLS ==> 210

Blotter/CC #	Date & Time	Location of Assignment	Call Type	Disposition	Officer Assigned
AP-002741-23	11/05/2023 -12:29	ABINGTON AVE ARDSLEY	PUBLIC UTILITIES	DISPATCHED	046
AP-002743-23	11/05/2023 -16:23	CENTER ST ARDSLEY	TRAFFIC	INVESTIGATED	038
AP-002744-23	11/05/2023 -18:17	ALMENA AVE ARDSLEY	AMBULANCE	DISPATCHED	
AP-002775-23	11/10/2023 -08:52	EUCLID AVE ARDSLEY	PARKING COMPLAINT	DISPATCHED	028
AP-002800-23	11/12/2023 -17:19	SAW MILL RIVER ROAD ARDSLEY	LARCENY - PETIT	REPORT TAKEN	046
AP-002801-23	11/12/2023 -22:56	SAW MILL RIVER RD ARDSLEY	AMBULANCE	DISPATCHED	046
AP-002805-23	11/13/2023 -16:08	LOUIS PASCONE LANE ARDSLEY	ANIMAL COMPLAINT	REPORT TAKEN	025
AP-002813-23	11/15/2023 -09:45	SAW MILL RIVER RD ARDSLEY	PARKING COMPLAINT	DISPATCHED	033
AP-002849-23	11/19/2023 -11:08	SAW MILL RIVER RD ARDSLEY	PROPERTY- TURNED IN		037
AP-002875-23	11/22/2023 -19:00	SAW MILL RIVER ROAD ARDSLEY	PARKING COMPLAINT	DISPATCHED	046
AP-002877-23	11/23/2023 -12:31	ASHFORD AVE ARDSLEY	PROPERTY- TURNED IN	RENDERED	028
AP-002891-23	11/24/2023 -15:50	ASHFORD AVE ARDSLEY	PUBLIC UTILITIES	INVESTIGATED	046
AP-002898-23	11/25/2023 -19:29	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002900-23	11/26/2023 -08:34	WESTERN DR ARDSLEY	ANIMAL COMPLAINT	INVESTIGATED	038
AP-002901-23	11/26/2023 -09:12	ASHFORD AVE ARDSLEY	PERSONNEL	NO PRESS RELEASE	
AP-002902-23	11/26/2023 -14:52	EXETER PL ARDSLEY	SUSPICIOUS ACTIVITY	INVESTIGATED	038

TOTAL PRIORITY 1 CALLS ==> 16
GRAND TOTAL ==> 226

ABSTRACT FOR VILLAGE BOARD MEETING OF JANUARY 2ND, 2024

GENERAL FUND \$57,394.95

TRUST & AGENCY FUND \$2,455.18

CAPITAL FUND \$54,895.13

SEWER FUND \$0.00

Date	Vendor Name	Description	Amount
12/21/2023	Atlantic A Program of De Lage	Service for December 2023	<u>\$174.04</u>
		Ardsley Court Subtotal	\$174.04
12/15/2023	CARDMEMBER SERVICE	Scan Planning Board files	356.00
11/14/2023	CARDMEMBER SERVICE	NYSF&SMA Membership	<u>100.00</u>
		Building Dept. Subtotal	456.00
12/26/2023	Sam's Club	November Charges	\$142.56
12/21/2023	OPTIMUM	Usage 12-8 to 1-7	\$41.52
12/27/2023	Event DJ Team LLC	dj Holiday Party 12/13	\$300.00
12/27/2023	NICHOLAS MARANINO	holiday 12/13	\$12.96
12/27/2023	Danny Vergara	Soccer coach	\$1,400.00
12/26/2023	CON EDISON	Usage 11-3 to 12-7	\$869.16
12/19/2023	Safety 1st Defensive Driving	def driving instructor	\$200.00
12/27/2023	WALLAUER	paint, brush	\$11.28
12/27/2023	READERS HARDWARE INC	Comm center doorknob	\$41.99
12/21/2023	Atlantic A Program of De Lage	Service for December 2023	\$64.42
12/26/2023	superior Building Maintenance	December Cleaning Service	\$290.00
12/27/2023	Atlantic Tomorrows Office	Copier Overage Charges	\$14.47
11/14/2023	CARDMEMBER SERVICE	Senior Bingo 11/8	188.60
11/30/2023	CARDMEMBER SERVICE	holiday stuff for Seniors	60.73
11/30/2023	CARDMEMBER SERVICE	holiday stuff for Seniors	168.19

12/13/2023	CARDMEMBER SERVICE	wreath decor for Seniors	108.38
12/13/2023	CARDMEMBER SERVICE	senior pizza, tree light coffee	137.93
11/14/2023	CARDMEMBER SERVICE	tree lighting snacks	424.51
11/21/2023	CARDMEMBER SERVICE	CVS	81.93
11/21/2023	CARDMEMBER SERVICE	1\$ Zone	45.51
11/21/2023	CARDMEMBER SERVICE	Rite Aid	54.10
11/21/2023	CARDMEMBER SERVICE	Amazing Savings	58.24
11/21/2023	CARDMEMBER SERVICE	Five Below	249.90
11/22/2023	CARDMEMBER SERVICE	placemats, crafts	22.95
11/22/2023	CARDMEMBER SERVICE	placemats, crafts	38.94
12/13/2023	CARDMEMBER SERVICE	coffee tree lighting	112.71
12/13/2023	CARDMEMBER SERVICE	toys for tree lighting	166.55
12/15/2023	CARDMEMBER SERVICE	for tree lighting	65.92
11/21/2023	CARDMEMBER SERVICE	New Toilet at CC	<u>205.45</u>

Community Center Subtotal **\$5,578.90**

12/19/2023	MES	MES - SUPPLIES	\$75.32
12/19/2023	AAA EMERGENCY SUPPLY CO	AAA-SUPPLIES	\$104.13
12/27/2023	ULINE	ULINE - BOOKCASE	\$694.73
12/27/2023	RESCUESTUFF INC.	RESCUESTUFF- UNIFORM	\$184.00
12/19/2023	AAA EMERGENCY SUPPLY CO	AAA-SUPPLIES	\$735.00
12/19/2023	A1 COMPUTER SERVICES INC.	a1cs- backups	\$75.00
12/19/2023	RFC Emergency Lighting	RFC- LIGHTING	\$342.50
12/26/2023	CON EDISON	Usage 11-3 to 12-7	\$3,180.64
12/27/2023	ADT Commercial	ADT- FIREPRINT DETECTOR	\$765.00
12/27/2023	1ST RESPONDER NEWSPAPER	1ST RESPONDER- RENEWAL	\$85.00
11/8/2023	CARDMEMBER SERVICE	Home Depot Tool Kit, Battery	<u>678.00</u>

Fire Dept. Subtotal **6,919.32**

12/26/2023	Con Edison	Usage 11-3 to 12-7	\$2,342.28
12/26/2023	OPTIMUM	Usage 12-8 to 1-7	\$211.91
12/19/2023	ARGENTO AND SONS INC	oil/fuel/air/filters	\$193.27
12/19/2023	AIRGAS	cylinder rental	\$120.70
12/27/2023	CURRY CHEVROLET	filter/oil	\$83.62
12/27/2023	GABRIELLI TRUCK SALES LTD	fan	\$171.49
12/21/2023	PARTS AUTHORITY	Back Up Alarm	\$60.39
12/21/2023	PARTS AUTHORITY	Carbon Filter	\$26.65
12/21/2023	PARTS AUTHORITY	Oil Filter	\$67.38
12/21/2023	PARTS AUTHORITY	Filters	\$9.58

12/21/2023	PARTS AUTHORITY	Brake Pad	\$93.77
12/19/2023	CORSI TIRE	repair loader tire	\$569.95
12/26/2023	CON EDISON	Usage 11-3 to 12-7	\$1,406.64
12/21/2023	READERS HARDWARE INC	Kerosene	\$65.00
12/27/2023	ARDSLEY MOTORS	inspections	\$37.00
12/27/2023	ARDSLEY MOTORS	inspections	\$37.00
12/19/2023	SAW MILL STONE & MASONRY SUPPL	sand	\$134.00
12/19/2023	SEA BOX INC	sea box rental	\$250.00
12/19/2023	BEN ROMEO CO INC	rags	\$140.00
12/27/2023	SAW MILL STONE & MASONRY SUPPL	sand	\$6.90
12/27/2023	White Cap, L.P.	green marking paint	\$15.34
12/27/2023	White Cap, L.P.	green marking paint	\$60.00
12/21/2023	READERS HARDWARE INC	Nitrile Gloves, Erasers	\$41.28
12/21/2023	READERS HARDWARE INC	Lights	\$143.96
12/21/2023	READERS HARDWARE INC	Lights, wreath hanger, bolts	\$100.69
12/21/2023	READERS HARDWARE INC	Cables, Bows	\$11.56
12/21/2023	READERS HARDWARE INC	Batteries	\$11.98
12/21/2023	READERS HARDWARE INC	Twinkling Lights	\$67.97
12/26/2023	READERS HARDWARE INC	Lysol Spray	\$19.98
12/19/2023	WALLAUER	paint/trays/covers	\$122.17
12/20/2023	CARDMEMBER SERVICE	Label Maker	<u>134.46</u>
Highway Dept. Subtotal			\$6,756.92
12/27/2023	OPTIMUM	Usage 12-23 to 1-22	\$16.83
12/19/2023	CENTRAL AVE CHRYSLER JEEP	Repair parts car 98	\$239.40
12/21/2023	Atlantic A Program of De Lage	Service for December 2023	\$185.02
12/20/2023	CARDMEMBER SERVICE	PD Supplies	48.00
12/13/2023	CARDMEMBER SERVICE	Coffee with a cop supplies	76.24
12/15/2023	CARDMEMBER SERVICE	floor liners new cars	766.98
10/12/2023	CARDMEMBER SERVICE	NYSOCOP training	135.66
11/22/2023	CARDMEMBER SERVICE	NY Chief's association	250.00
11/22/2023	CARDMEMBER SERVICE	IACP membership dues	190.00
11/22/2023	CARDMEMBER SERVICE	Association renewal	200.00
12/13/2023	CARDMEMBER SERVICE	firearms training	145.31
12/13/2023	CARDMEMBER SERVICE	firearms training	118.02
12/13/2023	CARDMEMBER SERVICE	firearms training	<u>131.79</u>
Police Dept. Subtotal			2,503.25
12/21/2023	Ameritas Life Insurance Corp	December Premium	\$6,465.64

12/21/2023	Atlantic A Program of De Lage	Service for December 2023	\$227.27
12/27/2023	Atlantic Tomorrows Office	Copier Overage Charges	\$12.55
12/21/2023	BOND SCHOENECK & KING	November Professional Services	\$2,045.00
12/26/2023	superior Building Maintenance	December Cleaning Service	\$1,160.00
12/27/2023	PITNEY BOWES	Postage Lease 10-25 to 1-24-24	\$297.00
12/26/2023	CON EDISON	Usage 11-3 to 12-7	\$639.35
12/26/2023	OPTIMUM	Usage 12-8 to 1-7	\$120.22
12/26/2023	OPTIMUM	Usage 12-8 to 1-7	\$200.95
12/21/2023	BRUNI & CAMPISI INC	Service Manager's Office	\$320.00
12/26/2023	White Plains Electric Inc	Led Light Replacement Project	\$14,340.00
12/26/2023	ARTHUR J GALLAGHER & CO.	Builders Risk 220 Heatherdell	\$4,433.00
12/26/2023	Con Edison	Usage 11-3 to 12-7	\$91.20
12/21/2023	ARDSLEY HISTORICAL SOCIETY	Printing Reimbursement	\$1,195.00
6/21/2023	GEORGE MALONE	Cable Access Broadcast/Editing	\$856.47
7/14/2023	GEORGE MALONE	Work Session Coverage	\$856.47
12/27/2023	STANDARD INSURANCE COMPANY	January 2024 Premium	\$1,023.75
11/15/2023	CARDMEMBER SERVICE	cybersecurity webinar	60.00
11/15/2023	CARDMEMBER SERVICE	changing health behaviors	60.00
12/20/2023	CARDMEMBER SERVICE	The Lockup	243.00
11/22/2023	CARDMEMBER SERVICE	HP Ink for Treasurer	177.99
11/29/2023	CARDMEMBER SERVICE	Name Plates	72.50
12/20/2023	CARDMEMBER SERVICE	Amazon	33.32
12/20/2023	CARDMEMBER SERVICE	Square Weebly	33.90
12/20/2023	CARDMEMBER SERVICE	Office Supplies	4.29
12/20/2023	CARDMEMBER SERVICE	Pitney Bowes	0.91
12/20/2023	CARDMEMBER SERVICE	Google	13.99
12/20/2023	CARDMEMBER SERVICE	Adobe	<u>22.75</u>
		Village Hall Subtotal	\$35,006.52
		General Fund Total	\$57,394.95
12/21/2023	KSCJ Consulting	18 Mt. View	\$1,555.00
12/21/2023	KSCJ Consulting	500 Ashford Avenue	\$375.00
12/20/2023	Safe Kids Worldwide	Certificate Course Teg Fee PO Abbott	\$95.00
12/22/2023	Cardmember Service	Community Holiday Expenses	<u>\$430.18</u>
		TA Total	\$2,455.18
11/1/2023	BLUE DRAGON CONNECTIONS	Video Surveillance, Card Access	\$39,650.40
12/27/2023	WESTON & SAMPSON	Service Through 11-24-23	<u>\$15,225.00</u>
		New Highway Garage Project	\$54,875.40

12/22/2023 Cardmember Services

Dry Erase Board Supplies

\$19.73

PD Furniture Upgrade Project

\$19.73

Capital Fund Total

\$54,895.13

Sewer Fund

\$0.00

**RESOLUTION COMMITTING FUNDING TO RIVER TOWNS
FEASIBILITY STUDY OF FOOD SCRAPS CURBSIDE COLLECTION**

WHEREAS, the Village supports a planning study of a joint program of curbside collection of food scraps for composting. The study will assess the feasibility of a collaborative initiative including the Villages of Ardsley, Elmsford, Dobbs Ferry, Hastings, Irvington, Sleepy Hollow and Tarrytown; and

WHEREAS, the Hudson River Valley Greenway Planning Grant Program has been identified as a funding source appropriate for the study, which is estimated to cost \$95,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Ardsley supports the project and application to the Hudson River Valley Greenway and, upon approval of said request, commits to provide up to \$10,000 for the project.

**RESOLUTION SCHEDULING A PUBLIC HEARING TO AMEND
SECTION 190-60 OF THE ARDSLEY VILLAGE CODE
ENTITLED “SCHEDULE XII: PARKING PROHIBITED
AT ALL TIMES”**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, January 16, 2024 at 8:00 p.m. or soon thereafter to discuss amending Chapter 190-60 entitled “Schedule XII: Parking Prohibited at all Times” of the Ardsley Village Code as follows:

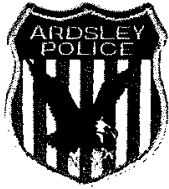
No text to be deleted. New text is **bold underlined**

Section 190-60

Schedule XII: Parking Prohibited at All Times

In accordance with provisions of Section 190-17, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
Colony St		North Saw Mill River Road to NYS Thruway
<u>Concord Rd</u>		<u>East From Heatherdell Rd to Morningside Rd</u>
Concord Rd		West From Heatherdell Road to Revere Road



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

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

INCORPORATED 1896



Municipal Building
507 Ashford Ave
Ardsley NY 10502

WESTCHESTER COUNTY

December 11, 2023

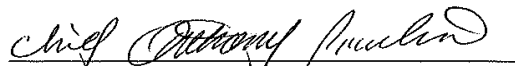
Joe Cerretani
Ardsley Village Manager

Good morning Joe

It has been brought to my attention by Highway Superintendent David DiGregorio that parking should not be allowed on the east side of Concord road from Heatherdell Rd to Morningside Rd. I have visited the area in question and agree.

Please consider amending village code section 190-60 schedule X11 to include no parking on the east side of Concord road from Heatherdell Rd to Morningside Rd.

Thank you


Chief Anthony Piccolino

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE AMENDMENT NO. 2 TO THE CALGI CONSTRUCTION
COMPANY INC. AGREEMENT FOR THE CONSTRUCTION OF
THE NEW HIGHWAY GARAGE**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute amendment No. 2 to the Calgi Construction Company Inc. Agreement located at 56 Lafayette Avenue, Ste 350, White Plains, New York 10603 for the construction of the new highway garage through March 26, 2024 in the amount of \$103,667, as per the attached letter dated October 30, 2023 and revised on December 8, 2023.

 **AIA** Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 30 April day of April in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Village of Ardsley
507 Ashford Ave.
Ardsley, NY 10502

and the Construction Manager:
(Name, legal status, address and other information)
Calgi Construction Company, Inc.
56 Lafayette Ave, Ste 350
White Plains, New York 10603

for the following Project:
(Name, location and detailed description)
Village of Ardsley New DPW
Heatherdell Road, Ardsley, NY

The Architect:
(Name, legal status, address and other information)
Weston & Sampson, PE, LS, LA, PC Secondary Address of: 85 Devonshire Street
1 Winners Circle, Suite 130 Boston, MA 02109
Albany, NY 12205

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

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4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

Not Applicable

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

New Public Works and Parks Garage Facility

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project will include but is not limited to administrative and staff facilities, parks and general purpose shops, vehicle maintenance facilities, an enclosed vehicle wash facility, vehicle and equipment storage areas, storage mezzanines, a salt storage shed, fueling facilities, perimeter fencing and parking areas.

The Project will include approximately 27,500 sq. ft. of enclosed space, plus a 2,500sf salt storage shed. The existing access easement across the site will be accommodated.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any: TBD

.2 Commencement of construction: TBD

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.3 Substantial Completion date or milestone dates: TBD

.4 Other: Not Applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Public Bidding-Multiple Prime Contractors

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Not Applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Meredith Robson, Village Manager

Village of Ardsley

507 Ashford Ave

Ardsley, NY 10573

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other information.)

Richard Thompson, General Foreman & Daniel Tenney, Architect

Village of Ardsley

3 Elm Street

Ardsley, NY 10502

Weston & Sampson

85 Devonshire Street

Boston, MA 02109

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors: , if needed:

(List name, legal status, address and other information.)

.1 Land Surveyor:

Provided by Weston & Sampson

.2 Geotechnical Engineer:

Provided by Weston & Sampson

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.3 Civil Engineer: **Provided by Weston & Sampson**

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)
Not Applicable

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.) For Pre-Construction Services

David Chen, Estimator
Calgi Construction Company, Inc.
56 Lafayette Ave., Ste. 350
White Plains, NY 10603

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

See Exhibit A

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)
Not Applicable (In House)

.2 Other consultants:
Not Applicable

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:
Not Applicable

§ 1.1.15 Other Initial Information on which the Agreement is based:
Not Applicable

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, ^{by mutual agreement, if needed.} the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

* See Rider for 2.2.1 - 2.2.8

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^{as revised} The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

one million dollars (\$1,000,000) two million dollars (\$2,000,000)

§ 2.6.1 Comprehensive General Liability with policy limits of not less than [^] (\$) for each occurrence and [^] in the aggregate for bodily injury and property damage.

§ 2.6.2 ~~Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ---(\$---) combined single limit and aggregate for bodily injury and property damage.~~ See Rider

§ 2.6.3 ~~The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability; provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.~~ See Rider

§ 2.6.4 ~~Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ---(\$).~~ See Rider

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than [^] (\$) per claim and in the aggregate.
one million dollars (\$1,000,000)

§ 2.6.6 ~~The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.~~

*See Rider for 2.6.6 - 2.7

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

and Exhibit A

The Construction Manager's Basic Services consist of those described in Sections 3.2 [^] and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors. **If there is any conflict between the terms of this Agreement and Exhibit A, this agreement shall control.**

§ 3.2 Preconstruction Phase

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§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for

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selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall ^{prepare for approval of} assist the Owner in ~~preparing~~ Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and ^{the} Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates ^{on the date the Architect issues} the final Certificate for Payment. ^{thirty (30) days after}

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

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~~§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction; Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement. See Rider~~

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, ^{the} Architect, and ^{the} Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and ^{the} Architect.

~~§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors. See Rider~~

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

^{with the contractor} ^{in consultation with the Architect,}

§ 3.3.8 The Construction Manager ^{shall} schedule ^{all} tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. ^{The Construction Manager shall also take reasonable actions to attempt to prevent installation of work and equipment that fail to conform to the Contract Documents.}

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by ^{the} Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager ^{shall} review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for

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- Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect ^{and the Owner} about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The

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Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. **If requested by the Owner, copies of the daily logs for the prior week shall be filed with the Owner each Monday.**

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs; **(if not already filed with the Owner pursuant to Section 3.3.20);**
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

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§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, the Construction Manager, and the Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

*See Rider 3.3.30 - 3.3.32

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below

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as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.
(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Review Only	
§ 4.1.2 Architectural interior design (B252™-2007)	Review Only	
§ 4.1.3 Tenant-related services	N/A	
§ 4.1.4 Commissioning (B211™-2007)	Supervisory Only	
§ 4.1.5 LEED® certification (B214™-2007)	N/A	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 ~~To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services; notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services. See Rider for paragraph revision~~

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

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- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (+) the date of Substantial Completion of the Work or (2) ~~the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.~~
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within ^{twenty} (24) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and ^{the} Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^{as revised} The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and ^{the} Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish ^{may} copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are

reasonably required by the scope of the Project. ~~The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.~~

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. ~~When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.~~

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. ~~The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.~~

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. ~~The Cost of the Work includes the compensation of the Construction Manager and the Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any.~~ ^{does not include} The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

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§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

~~§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

~~See Rider~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. See Rider~~

§ 8.1.4 The Construction Manager and ^{the} Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.7.~~

*See Rider for 8.1.5 - 8.1.6

§ 8.2 Mediation

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

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~~§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~8.1.7~~
~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction [in the County of Westchester in the State of New York](#)
- Other: *(Specify)*

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

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~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give ^{fourteen}seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. ^{If needed,}The Construction Manager's fees for the remaining services and the time schedules ^{may}shall be equitably adjusted, ^{if needed,}upon mutual agreement of the parties.~~

~~§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. ^{If needed,}The Construction Manager's fees for the remaining services and the time schedules ^{may}shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than ^{consecutive}90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than ^{fourteen}seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. See Rider~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.~~

~~§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.~~

~~§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~

~~§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the ^{prior}written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or ^{the}Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, **provided the Construction Manager shall notify the Owner of any hazardous materials or toxic substances it finds or about which it is made aware of.**

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager’s promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner ^{may}shall provide professional credit for the Construction Manager in the Owner’s promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) ^{its}employees, (2) ^{those}who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) ^{its}consultants and contractors whose contracts include similar restrictions on the use of confidential information **or (4) as may be required by law, court order or subpoena.**

* See Rider for 10.8.1- 10.10

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager’s Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See Exhibit A

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See Exhibit A

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit A "Reimbursable Expenses and Additional Services"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A "Reimbursable Expenses and Additional Services"

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (0 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A "Reimbursable Expenses and Additional Services"

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows: See Exhibit A "Reimbursable Expenses"

- .1 Transportation and authorized out-of-town travel and subsistence; excluding travel to and from the Project Site
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web (see Exhibit A) sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ^{zero} percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of ^{zero} (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid--(---) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~
(Insert rate of monthly or annual interest agreed upon.)

~~-%~~

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

* See Rider for 12.1 - 12.3

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser **as revised**
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
N/A
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
N/A
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
Exhibit A and Exhibit B attached

This Agreement is entered into as of the day and year first written above.

Village of Ardley

Calgi Construction Company, Inc.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Dominic Calgi, President

(Printed name and title)

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RIDER TO AGREEMENT DATED APRIL 30, 2020
BY AND BETWEEN VILLAGE OF ARDSLEY
AND
CALGI CONSTRUCTION COMPANY, INC.

The following clauses amend, supplement or replace the corresponding clauses or portions of clauses in the main body of the Standard Form of Agreement between Owner and Construction Manager, AIA Document C132-2009 (the “Agreement”)

The “Standard Form of Agreement Between Owner and Construction Manager”, AIA Document C132-2009 attached hereto (the “Agreement”) shall govern the relationship between Owner and Construction Manager except as amended and supplemented by this Rider. The purpose of this Rider is to amend and supplement (and, in some cases, void portions of) this Agreement. Accordingly, this Agreement is hereby amended and supplemented (or voided) as hereinafter set forth and, except as hereby amended and supplemented (or voided), shall remain in full force and effect.

Article 2

- **Add a new §2.2.1 to read:**
The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its skill and judgment in cooperation with and in reliance upon the services of an architect. The Construction Manager agrees to furnish business administration, supervision and construction management services in accord with the standards in the industry, consistent with the interests of the Owner, in accordance with the rights and obligations set forth in this Agreement. The Construction Manager shall be responsible for services as defined as the responsibility of the Construction Manager and provided hereunder whether or not such services are provided directly by the Construction Manager or by any consultants or subcontractors hired by the Construction Manager. The Construction Manager will perform all duties and services and make all decisions without unreasonable delay and will give this Project such priority in its office as is necessary to cause the construction management services hereunder to be timely and properly performed.
- **Add a new §2.2.2 to read:**
The Construction Manager acknowledges that the Project may be changed, supplemented or amended from time to time by or with the approval of the Owner without invalidating this Agreement and that all such work shall be executed under the terms and conditions of this Agreement.
- **Add a new §2.2.3 to read:**
The Construction Manager acknowledges that it will receive, examine and become familiar with the scope of the work for the Project and will visit the Project sites once the scope is determined and before the final budget is established.
- **Add a new §2.2.4 to read:**
The Construction Manager acknowledges that Owner has contracted with other professionals for services which may be similar to or the same as those set forth in this Agreement and the existence of such contracts shall in no manner diminish Construction Manager’s responsibility to provide the services required pursuant to this Agreement.

- **Add a new §2.2.5 to read:**
The Owner's approval, acceptance, use of or payment for all or any part of the Construction Manager's services hereunder shall in no way diminish or limit the Construction Manager's obligations and liabilities or the Owner's rights, except to the extent expressly stated herein.
- **Add a new §2.2.6 to read:**
All notices required to be made in writing hereunder shall be given, made or served by (i) mailing the same by registered or certified mail, return receipt requested, or by overnight or express mail service, (ii) by delivering the same by hand or by messenger or courier service, (iii) by sending the same by facsimile transmissions or (iv) by sending the same by electronic means such as email transmissions addressed to designated representatives of the Owner and the Construction Manager. Notices may be given by the Owner's or the Construction Manager's agents and attorneys on the Owner's or the Construction Manager's behalf. The effective date of all notices shall be: (i) the date of delivery or the date such delivery is refused, if delivery is by hand, messenger or courier service; (ii) the date of facsimile transmission, only as shown by a confirmation; (iii) if mailed by an overnight or express mail service, the first business day following deposit with such service; (iv) if mailed by certified or registered mail, the third business day following deposit in the mail; or (v) the first business day following electronic transmission documented by receipt of Delivery. For purposes of this paragraph, the term "business day" shall be any day which is not a Saturday, Sunday or holiday observed by the Owner.
- **Add a new §2.2.7 to read:**
The Construction Manager shall deliver to the Owner, with reasonable promptness after receipt thereof, copies of all written communications received by the Construction Manager from any and all persons with respect to any significant or material delays, defaults or increased costs, actual or potential.
- **Add a new §2.2.8 to read:**
The Construction Manager will attend meetings as requested by the Owner and will report on cost and constructability.
- **§2.6.2 - Revise to read as follows:**
Automobile Liability covering owned, non-owned, borrowed, hired and rented vehicles operated by the Construction Manager, its employees, consultants and/or agents, subject to statutory motor vehicle law, with policy limits of not less than one million dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage.
- **§2.6.3 - Revise to read as follows:**
Excess/Umbrella Liability Insurance on an occurrence form in amounts comparable to amounts being carried by persons undertaking similar work in Ardsley, New York but in no event less than five million dollars (\$5,000,000) per occurrence and in the aggregate.
- **§2.6.4 - Revise to read as follows:**
Workers' Compensation at statutory limits and Employers Liability Insurance for operations in New York State with a policy limit (to the extent permitted by law) of not less than one million dollars (\$1,000,000).
- **Add a new §2.6.6 to read:**
With respect to the insurance requirements of this Section 2.6, the following shall apply:
- **Add a new §2.6.6.1 to read:**
The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner (including its Mayor, Trustees, Administrator, officers, employees, and volunteers) as an

additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. See Exhibit B. Said coverage shall be primary coverage for the Owner, its Mayor, Trustees, Administrator, officers, employees, and volunteers.

- **Add a new §2.6.6.2 to read:**
The Construction Manager shall maintain such insurance in full force and effect and uninterrupted during the term of this Agreement and for three (3) years from the date of completion of the Project or three (3) years from the termination of the Construction Manager's services under this Agreement, whichever is earlier.
- **Add a new §2.6.6.3 to read:**
All insurance shall be issued by reputable insurance companies, licensed and admitted to do business in the State of New York and having a rating of "A-", or better and a financial class of "VIII" or better (or the then equivalent of such ratings) as rated by A.M. Best's Insurance Guide (or any successor publication of comparable standing).
- **Add a new §2.6.6.4 to read:**
The effective date of each insurance policy must pre-date the commencement of the Construction Manager's services pursuant to this Agreement.
- **Add a new §2.6.6.5 to read:**
All insurance policies shall be written on an occurrence basis, if available, and on a claims-made basis only if occurrence basis insurance is not available.
- **Add a new §2.6.6.6 to read:**
The insurance required to be maintained by this Agreement shall be primary and non-contributory to any other insurance that may be in effect.
- **Add a new §2.6.6.7 to read:**
All insurance policies must contain a provision giving the Owner thirty (30) days written notice of cancellation of the policy or a material change in coverage.
- **Add a new §2.6.6.8 to read:**
In the event any of such insurance policies are canceled or not renewed, the Construction Manager shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and, specifically with regard to "claims made" policies, which provide for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). With respect to all "claims made" policies which are renewed, the Construction Manager shall provide coverage retroactive to the date of commencement of work under this Agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of completion of the Project or three (3) years from the termination of the Construction Manager's services, whichever is earlier.
- **Add a new §2.6.6.9 to read:**
The Construction Manager agrees to indemnify the Owner for all deductibles applicable to insurance furnished by the Construction Manager, unless such deductible is the result of a willful act, omission, error, recklessness or negligence of the Owner, the Owner's officers, directors, agents, consultants or employees.
- **Add a new §2.6.6.10 to read:**
The Construction Manager acknowledges that failure to procure and/or maintain the insurance required in this Section 2.6 constitutes a material breach of this Agreement and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner.

- **Add a new §2.6.6.11 to read:**
At the Owner's request, the Construction Manager shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Construction Manager will provide a copy of the policy endorsements and forms.
- **Add a new §2.6.7 to read:**
The Construction Manager hereby grants to the Owner a waiver of any right to subrogation which any insurer of said Construction Manager may acquire against the Owner by virtue of the payment of any loss under such insurance. The Construction Manager agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

Article 3

- **Revise §3.3.3 to read:**
The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.. Such on-site administration shall include but not be limited to:
 1. coordinates any utility interruptions with the Owner;
 2. on-site, day-to-day inspection and supervision of all work in process, including second shift (if stipulated and included in the final fee), holiday and weekend work;
 3. collects all bonds and insurance certificates from the Multiple Prime Contractors and forwards same to the Owner;
 4. coordinate all site stored material locations and contractor staging;
 5. greets, escorts and logs all authorized visitors to the Project site and prevents unauthorized visitors from entering the Project site to the extent reasonably possible with on-site staff;
 6. maintains a daily log of activities on the Project site;
 7. logs and maintains all project samples on Project site;
 8. maintains documentation and photographs of Project progress;
 9. coordinates punch list inspections and execution of punch list items.
- **Revise §3.3.6 to read:**
The Construction Manager, in consultation with the Architect, shall schedule and conduct pre-construction meetings with the Multiple Prime Contractors, consultants, and the Owner. The meetings shall include a review of Project management, Project schedule, and Project procedures. The Construction Manager will, during the construction phase, regularly conduct at least one weekly meeting at the job site with the Multiple Prime Contractors to cause the Prime Contractors to coordinate construction activities and discuss Project progress, and shall hold additional meetings as may be necessary. The Construction Manager shall prepare and promptly distribute accurate minutes to the Owner, the Architect and the Multiple Prime Contractors.
- **Add a new §3.3.30 to read:**
The Construction Manager will coordinate and maintain electronic photographic records of construction activities and Project progress on a monthly basis.
- **Add a new §3.3.31 to read:**
The Construction Manager will assist in resolving disputes among contractors, subcontractors, material men, and any others working at the Project site (including the Owners' employee and consultants). The Construction Manager shall maintain good records of such disputes and their resolution in accordance with industry standards.
- **Add a new §3.3.32 to read:**

If any employee assigned by the Construction Manager to the Project is not acceptable to the Owner, such employee shall be replaced by the Construction Manager within seven (7) days of the Owner's objection in writing. All personnel assigned to the Project by the Construction Manager shall be required to fully cooperate with personnel assigned to the Project by the Owner and the Architect and in the event the personnel fail to so cooperate, the Construction Manager shall reassign such personnel from their duties on the Project when requested by the Owner.

Article 4:

- **Revise §4.3.2 to read:**
Upon recognizing the need to perform the following Additional Services to avoid delay in the Construction Phase, the Construction Manager shall notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until either the Construction Manager receives the Owner's written authorization or more than 10 days have elapsed since the Construction Manager provided written notice to the Owner of the need for such services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

Article 8:

- **Revise §8.1.1 to read:**
The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in the Supreme Court of the State of New York in the County of Westchester within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager agree that neither arbitration nor mediation shall be required before filing an action in the Supreme Court of the State of New York in the County of Westchester.
- **Revise §8.1.3 to read:**
The Construction Manager shall defend, indemnify and hold the Owner and the Owner's officers, elected and appointed officials and employees harmless from and against damages, losses, ~~and~~ judgments, costs and expenses (including reasonable attorneys' fees) recoverable under applicable law arising from claims by third parties, but only to the extent they are caused by the intention, reckless and/or negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall survive the expiration and/or termination of this Agreement.
- **Add a new §8.1.5 to read:**
In the event of any dispute between the Owner and the Construction Manager or the Construction Manager and any other person with respect to the Project, the Construction Manager shall continue to perform its duties under this Agreement without interruption or delay, pending the resolution of the dispute and the Construction Manager shall not directly or indirectly stop or delay the performance of the Project. In the event of a dispute between the Owner and the Construction Manager, the Owner shall continue payments to the Construction Manager pursuant to this Agreement, except for any item(s) in dispute.
- **Add a new §8.1.6 to read:**
Any claim made by the Construction Manager arising out of any alleged act or omission by the Owner, its elected or appointed officials, officers, agents or employees in the execution or performance of this Agreement shall be made against the Owner and not against any elected or appointed official, trustee, officer, agent or employee. No elected or appointed official, trustee,

officer, agent or employee of Owner shall have any personal liability whatsoever pursuant to or by reason of this Agreement.

Article 9:

- **§9.4- Add the following sentences to the end of the provision:**
Upon determination of a court of competent jurisdiction that termination of the Construction Manager for cause was wrongful, such termination shall be automatically deemed converted to a termination for convenience and the Construction Manager's remedy for such termination shall be limited to compensation for services performed prior to termination, together with any reimbursable expenses then due.

Article 10:

- **Add a new §10.8.1 to read:**
The Construction Manager shall treat all information relating to the Project and all information supplied to it by the Owner or the Architect as confidential and proprietary information of the Owner or the Architect and the Construction Manager shall not directly or indirectly cause or permit its release to the public or make any public announcement or public release without the Owner's prior written authorization.
- **Add a new §10.9 to read:**
In performing its obligations under this Agreement, the Construction Manager shall be an independent contractor and neither the Construction Manager nor any of its employees, consultants or subcontractors shall be or be deemed to be an employee of the Owner.
- **Add a new §10.10 to read:**
The Construction Manager shall be prohibited from bidding on any contracts which will be let as a part of the Project.

Article 12:

- **Add a new §12.1 to read:**
The signatories to this Agreement hereby represent and affirm that they are authorized to enter into this Agreement and to make the indemnification agreements and other representations contained herein and to bind the party for whom they are executing this Agreement.
- **Add a new §12.2 to read:**
Notwithstanding anything to the contrary in this Agreement, except for emergency situations, any Additional Services of the Construction Manager shall be approved by the Owner, in advance, in writing.
- **Add a new §12.3 to read:**
No payment made by the Owner shall impair or in any way prejudice any right or remedy which the Owner may have against the Construction Manager for nonperformance under or breach of any of the provisions of this Agreement. No action or failure to act by the Owner shall constitute a waiver of any right of the Owner, nor shall any action or failure to act on the part of the Owner constitute an approval of or acquiescence in any breach of this Agreement.

EXHIBIT A



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, New York 10603
TEL: 914-666-9423
FAX: 914-761-2457
www.calgiconstruction.com

ATTACHMENT A
CONSTRUCTION MANAGER'S SERVICES
SCOPE OF SERVICES & FEES
Village of Ardsley
NEW DPW FACILITY & RELATED SITE WORK
APRIL 2020

CONSTRUCTION MANAGER SERVICES

The Project: The "project" is the construction of a new Department of Public Works (DPW) Facility of approximately 27, 500 SF. The new facility will include but is not limited to: administrative and staff facilities, park and general purpose shops, vehicle maintenance facilities, an enclosed vehicle wash facility, vehicle and equipment storage areas, storage mezzanines, salt storage shed, related site work, fueling facilities, perimeter fencing, parking areas. *The "project" also includes the abatement and demolition of existing structures as well as the construction of a new access road specifically for the Town of Greenburgh.**

Construction Management services for the initial planning, programming and developmental budgeting for the "project" were and are being performed for the Village of Ardsley under separate agreements. These Tasks include the services of Weston & Sampson, Engineers and Architects. The Tasks are summarized as follows:

- Task A: Investigation Phase & Proof of Concept
- Task B: Concept Design & Budgeting
- Task C: Presentation to Village Board:
 - Concept Design Drawing
 - Concept Design Budgeting
 - Implementation Schedule

*** New Access Road / Demolition of Existing Structures**

In light of the recent introduction of the new access road to accommodate the Town of Greenburgh we believe that it would be in the best interest of the Village to proceed with the bidding and installation of the new access road as a "separate" project prior to the bidding and construction of the new DPW Facility. The benefits of having the new access road in place prior to the construction of the new DPW Facility are that The Town of Greenburgh will be able to safely access their site directly without trafficking through the new DPW site and in turn, the construction process, staging and logistics

necessary for the construction of the new DPW Facility can proceed safely and without interruption by Town of Greenburgh vehicles. Additionally, we believe that it would also be in the best interest of the Village to include the abatement and demolition of the existing structures in this “separate” project as well. The benefit of this is that with the existing structures removed, the Prime Contractors for the new DPW Facility can proceed immediately with construction. .

The overall benefit of incorporating both the New Access Road and the Demolition of the Existing Structures into a “separate” project is time related. All of this work can proceed concurrently with the completion of the final construction documents for New DPW Facility as well as during the bidding and award phase for the New DPW Facility.

Final Phases

The “Project” is now entering its final Phases as noted below. The Construction Management services required for these final Phases are categorized as follows:

- Pre-Construction Phase
- Construction & Project Close-Out Phase

Pre-Construction Phase Services:

- Schematic Design (S/D)
- Design Development (D/D)
- Final Construction Documents (C/D)
- Budgeting for all three (3) Design phases
- Scheduling for all three (30 Design phases
- Necessary Approvals
- Public Bidding
- Bid Evaluation, Bidder Qualification Review, Bonds and Insurance Review
- Award, Contracts
- Pre-Construction Meeting with Primes

Construction Phase Services:

- Management, Coordination and Oversight of the Construction of the new DPW Facility.
- Project Close-Out

CONSTRUCTION MANAGER FEES

Construction Management (CM) Fees for this project are based on the total direct cost of the assigned personnel that we believe will be required to provide the necessary Construction Management Services as noted above. These fees are inclusive of all Overhead, Insurances, Fringe Benefits, Taxes, Worker’s Compensation and Fees. There are no other multipliers that will be added to these hourly rates.

Pre-Construction Phase Services: Design/Budgeting/Bidding/Contract Award
Anticipated time frame: May 1, 2020 thru to February 1, 2021

Throughout the Pre-Construction Phase, we anticipate multiple meetings with the Village, Weston & Sampson and their Design Team at various stages throughout this phase working with both in the finalization of the Bid Specifications in preparation of public bidding: i.e. progress schedules, bid packages, “front end” documentation, AIA contract forms, general conditions, bid alternates, unit prices, etc. all in accordance with our standard CM Services attached.

Calgi will be preparing the Schematic Design, Design Development and Construction Document budgets and estimates to ensure that the “project” remains within the approved funding. Our review of the documents at the various design stages completed by Weston & Sampson will encompass constructability, value engineering, systems review, and availability of construction materials as well as construction methods. During this time frame we anticipate multiple meetings with the Village and Weston & Sampson as well as presentations to the Village Board for design and budgeting approvals.

Once out to public bidding, Calgi will be in the lead during the bidding phase working with Weston & Sampson and their Design Team as needed in the development of addenda, pre-bid meetings, tracking and responding to RFI’s, opening and review of bids, review and interview of the apparent successful bidders, recommendation of award to the Village as well as securing the bidders certificates of insurance, bonds, etc. all in order to issue the necessary contracts working with the Village’s attorney.

Pre-Construction Phase Fees:

Assigned Staff and Commitment: Part Time Basis:

Project Executive	159 hrs. Total
Project Manager	45 hrs. Total
Project Estimator / Scheduler	390 hrs. Total
Contract Administration	112 hrs. Total

Total Lump Sum Fee – Pre-Construction Phase:

Eighty three thousand seven hundred dollars and no cents (\$ 83,700.00)

(NOTE: Our Pre-Construction Phase fees allows for the bidding and award of the “Separate Project” for the New Access Road and Demolition of Existing Structures)

Construction / Project Close-Out Phase Services:

- Phase 1: “Separate Project” -New Access Road & Demolition of Existing Structures
- Phase 2: Construction of New DPW Facility and Related Site Work

Throughout the Construction / Project Close - Out Phase Calgi will be directly responsible for the daily management and coordination of the various prime contractors. In that regard, we will be conducting construction oversight, convening weekly job meetings, reviewing prime contractor shop drawings and forwarding them to Weston & Sampson for approvals, reviewing and approving prime contractor payment requests, preparing monthly Executive Summary reports for presentation at Village Board meetings, etc.

Our primary goal during the Construction and Project Close-Out Phase is to ensure that the performance and commitment of the various prime contractors are all in the best interest of the Village. Our Services for this Phase encompasses the full gamut of our standard CM Services attached.

Phase 1: Installation of Access Road & Demolition of Existing Structures
Anticipated time frame: October 26, 2020 thru to December 31, 2020

We anticipate a Part Time On-Site Project Manager for the duration of Phase 1 when work is underway. Additionally, we have allowed for necessary part time main office assistance relative to scheduling, change order reviews, contract administration, etc.

Anticipated time frame: *October 26, 2020 thru to December 31, 2020*

Staff and Commitment: Part Time & Full Time Basis:

Project Executive	Part Time – Main Office
Project Manager	Part Time – 20 hours /week On-Site
Project Estimator / Scheduler	Part Time – Main Office
Contract Administration	Part Time – Main Office

Total Lump Sum Fee – Phase 1- New Access Road and Demolition of Existing Structures:

Thirty four thousand five hundred dollars and no cents (\$ 34,500.00)

Phase 2: Construction of New DPW Facility and Related Site Work
Anticipated time frame: February 8, 2021 thru to February 11, 2022

We anticipate a Full Time On-Site Project Manager for the duration of Phase 2 when work is underway. Additionally, we have allowed for necessary part time main office assistance relative to scheduling, change order reviews, contract administration, etc.

Anticipated time frame: *February 8, 2021 thru to February 11, 2022*

Staff and Commitment: Part Time & Full Time Basis:

Project Executive	Part Time – Main Office
Project Manager	Full Time – 40 hours /week On-Site
Project Estimator / Scheduler	Part Time – Main Office
Contract Administration	Part Time – Main Office

Total Lump Sum Fee – Phase 2:

Three thirty five thousand six hundred dollars and no cents (\$ 335,600.00)

Summary Construction Phase Fees:

Phase 1: <i>New Access Road & Demolition of Existing Structures</i>	\$ 34,500.00
Phase 2: <i>Construction of New DPW Facility and Related Site Work</i>	<u>\$ 335,600.00</u>
TOTAL CONSTRUCTION PHASE FEE	\$ 370,100.00



Summary of Lump Sum CM Fees:

Phase	Fee
Pre-Construction Phase	\$ 83,700.00
Construction & Clos-Out Phase	\$ <u>370,100.00</u>
Total Fees	\$ 453,800.00

Four hundred fifty three thousand eight hundred dollars and no cents

(\$ 453,800.00)

Additional Services

For Additional Services beyond the scope of this proposal the hourly rates noted below shall apply. These rates are inclusive of all Overhead, Insurances, Fringe Benefits, Taxes, Worker's Compensation and Fees. These rates are for the duration of the project. *There are no other multipliers that will be added to these hourly rates.*

Current hourly rates for Calgi Personnel:

Title	Hourly Rate
Project Principal	\$ 160.00/hr.
Project Executive	\$ 145.00/hr.
Project Manager	\$ 135.00/hr.
Asst. Project Manager	\$ 125.00/hr.
Project Estimator	\$ 110.00/hr.
Project Scheduler	\$ 110.00/hr.
Contract Administration	\$ 65.00/hr.

Reimbursable Expenses

The following reimbursable expenses are not covered in our CM Fees. These expenses would only be at the request of the Village. Should these expenses become necessary, they would be billed at cost plus 15%.

- Structural, Mechanical, Electrical Adjunct Consultant charges (if necessary).
- Hazardous materials investigations and survey (if necessary).
- Code Consultant charges (if necessary).
- Travel & Tolls - beyond 50 miles of project site. **NOT** travel to and from project site).
- Outside testing services (if necessary).
- Printing of drawings and specifications
- Overnight deliveries

EXHIBIT B

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you are required to include as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be: <ol style="list-style-type: none"> 1. Currently in effect or becoming effective during the term of this policy; and 2. Executed prior to the "occurrence." 	Any insured location.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you are required to include as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be: 1. Currently in effect or becoming effective during the term of this policy; and 2. Executed prior to the "occurrence."	Any insured location.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a.** If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELUXE COMMERCIAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE – EXTENSIONS OF COVERAGE

Coverages	
Additional Insured	Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage
Additional Insured – Vendors	Incidental Medical Services Coverage
Blanket Waiver Of Subrogation	Liberalization
Broadened Bodily Injury	Non Employment Discrimination
Broadened Named Insured	Non-owned Watercraft Coverage
Duties In The Event Of An Occurrence, Offense, Claim Or Suit	Personal And Advertising Injury
Expected Or Intended Injury	Supplementary Payments – Increased Limits
Fellow Employee Coverage	Unintentional Failure To Disclose Hazards
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Coverage extensions under this section only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

1. Additional Insured

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
- (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
 - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
 - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";

- (4) Such person or organization is an insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the “products-completed operations hazard”;
- (5) This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “occurrence” or offense:
- (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of “your work” out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (6) With respect to architects, engineers or surveyors, coverage does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - (b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

2. Additional Insured – Vendors

Unless the “products-completed operations hazard” is excluded from this policy, paragraph 2. of Section II – Who Is An Insured is amended by the addition of the following:

- f. Any vendor of yours is included as an additional insured, but only with respect to “bodily injury” or “property damage” caused by “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
- (1) The insurance afforded to the vendor does not apply to:
 - (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

However, if an Additional Insured – Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

3. Blanket Waiver Of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions** and **Section IV – Products/Completed Operations Liability Conditions** is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

4. Broadened Named Insured

Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization;
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- a. Coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

The final paragraph of **Section II – Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions of **Section II – Who Is An Insured**, above.

5. Broadened Bodily Injury

Paragraph 3. of **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

6. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

Paragraph 2.a. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we or any licensed agent of ours are notified of a general liability "occurrence" or offense which may result in a claim as soon as practicable after it becomes known to:

- (1) You, if you are an individual;
- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an "occurrence" or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

b. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

7. Expected Or Intended Injury

Paragraph 2.a. **Expected Or Intended Injury** of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Fellow Employee Coverage

Paragraph 2.a.(1) of **Section II – Who Is An Insured** is replaced by the following:

- (1) "Personal and advertising injury":

However subsections (a), (b), (c) and (d) remain unchanged.

9. Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage

The final paragraph of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage or lightning to premises while:

- (1) Rented to you;
- (2) Temporarily occupied by you with the permission of the owner; or
- (3) Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

Paragraph **6. of Section III – Limits Of Insurance** is replaced by the following:

Subject to paragraph **5.** above, the Damage to Premises Rented To You Limit shown in the Declarations, for “property damage” to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

Subsections **4.b.(1)(a)(ii)** and **4.b.(1)(a)(iii)** of paragraph **4.b. Excess Insurance** of the **Other Insurance** condition of **Section IV – Commercial General Liability Conditions** is replaced by the following:

- (ii) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner;

Paragraph **9.a. of Section V – Definitions** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an “insured contract”;

10. Incidental Medical Services Coverage

Section I – Coverages is amended to include the following additional coverage:

We will pay for “bodily injury” arising out of the rendering of or failure to render the following treatment or services by an “employee” or “volunteer worker” for an accident occurring during the policy period:

- a. First aid treatment including cardiopulmonary resuscitation (CPR); and
- b. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in **a.** and **b.** above.

Paragraph **e. Employer’s Liability** of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** does not apply to psychological injury arising out of the services described above.

11. Liberalization

Section IV – Commercial General Liability Conditions is amended by the addition of the following condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

12. Non Employment Discrimination Liability

Unless “personal and advertising injury” is excluded from this policy, the following applies:

Paragraph **14. of Section V – Definitions** is amended by the addition of the following:

“Personal and advertising injury” also means injury, including consequential “bodily injury” arising out of “discrimination”.

Section V – Definitions is amended by the addition of the following:

“Discrimination” means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age or national origin in comparison to one or more persons who are not members of the specified class.

Paragraph **2. Exclusions of Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended by the addition of the following exclusions:

This insurance does not apply to:

“Discrimination” directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

“Discrimination” directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

“Discrimination”, if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of “discrimination”.

13. Non-owned Watercraft Coverage Extension

Paragraph **2.g.(2)** of the **Aircraft, Auto Or Watercraft** exclusion of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to:

(1) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

14. Personal And Advertising Injury Liability

Unless “personal and advertising injury” is excluded from this policy, the following applies:

Paragraph **e. Contract Liability** of the **Exclusions** provision of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is deleted.

15. Supplementary Payments – Increased Limits

Paragraphs **1.b.**, **1.d.**, and **1.e.** of **Supplementary Payments – Coverages A and B of Section I – Coverages** are replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including substantiated loss of earnings up to \$500 a day because of time off from work.

e. All court costs taxed against the insured in the “suit”.

16. Unintentional Failure To Disclose Hazards

Paragraph **6. Representations of Section IV – Commercial General Liability Conditions** is amended by the addition of the following:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Established 1919

CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
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White Plains, New York 10603
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www.calgiconstruction.com

June 24, 2021

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

Re: New DPW Facility
Revised CM Fees as of June 24, 2021
CCC Project 1811

Dear Meredith,

Following up on our 11:00 AM Zoom meeting on June 18, 2021, our TEAM met to review in detail the overall Project time line as well as our staff commitment regarding the necessary on-site Project Management and Supervision based on the Project's current status as compared to our original Contract Agreement.

To recap, Attachment "A" of our original Contract Agreement defined our services and fees based on the anticipated scope and timeline of the Project at the time, April 2020.

As we know now, the dealings with the Town of Greenburgh did affect the planning, timing and implementation of the overall Project. Whereas the Pre-Construction Phase work was anticipated to begin in May 2020, we are now just getting underway in June 2021. The work in Phase I of the Construction / Project Close-Out Phase, Access Road and Demolition of Existing Structures, was anticipated to be performed concurrently starting in October 2020. In actuality, we were only able to perform the Demolition part beginning in November 2020 and just recently completed. We now anticipate the construction of the Access Road to be a single, separate project followed closely by the Construction of the New DPW Facility inclusive of all related site work and Utility Relocation.

Our TEAM, having recently met as noted above, now believes that the Site Utility Relocation is better suited to be a part of the construction of the New DPW Facility. In this way, we estimate that the Access Road can now be constructed in three (3) months and a savings can be achieved on the overall Project time frame with the Utility Relocation work being performed concurrently with the New DPW Facility.

This new approach to the project allows us to economize on the anticipated necessary on-site Project Management time. As the Site Utility Relocation will now be performed concurrently with the construction of the New DPW Facility the Access Road, a separate project, can now be completed in three (3) months. A savings of two (2) months from the June 10th scenario. Also, because of this new scenario, we believe our Project Manager will not be required to be on site full time (40hrs/week) but rather part time (24hrs/week). The actual on-site hours may vary depending on what construction activities are taking place, however, overall the time should average out to 24 hours per week.

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Associated General Contractors of America

Meredith S. Robson
June 24, 2021
Page 2

Similarly, because of this new scenario and additional review of the time line relative to work / task concurrency and scheduling, we now believe that the construction of the new New DPW Facility can be achieved in fifteen (15) months. Further, we believe that we can also economize on our on-site Project Management time. A further review of the schedule coupled with our past experience in the building of this type of facility indicates that the project will typically experience ebb and flow periods of on-site work. We believe these periods of "down time" amount to two (2) months in which our on-site Project Manager can perform his duties on a part time 24 hours per week basis. Therefore, our Project Manager will be on-site full time (40 hours/week) for thirteen (13) months and part time (24 hours/week) for two (2) months.

Based on the above, our revised CM Fees are as follows:

Current CM Fee per Contract	Pre-Construction Phase Fee Only - No Change	\$ 83,700.00
Revised CM Fees as of June	Construction of Access Road	\$ 55,536.00
24, 2021	Construction of New DPW Facility & Utility Relocation	<u>\$ 444,288.00</u>
	TOTAL AMOUNT OF REVISED ADJSUTED CM FEES	\$ 583,524.00

This revised amount is approximately \$129,724.00 (28%) above our original Contract Agreement with the Village in the amount of \$ 453.800.00

Please understand that we consider this amount to be a "projected" amount based on the current project schedule. Any savings in time /duration will cause this amount to be adjusted accordingly.

Should you have any questions or would like to discuss further, please call.

Best Regards,
Calgi Construction Company, Inc.



Dominic Calgi
President

File: Job/1811/Admin/Contracts-CMFeeRev6-24-21



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www.calgiconstruction.com

October 30, 2023

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

RE: Ardsley New DPW Facility

Extension of CM Services: October 15, 2023, to March 26, 2024
CCC Project No. 202108

Dear Mr. Cerretani:

As a follow-up to our recent discussion regarding our Construction Management Services, we are respectfully requesting a Five (5) month extension to our CM Contract with the Village of Ardsley. Our original CM proposal and Contract was based on an anticipated Fifteen (15) month construction schedule which began on June 15, 2022, and to end on or about October 15, 2023. Unfortunately, as the Project Team is aware, the project experienced various delays throughout the course of the project brought about by supply chain issues affecting basic delivery times of materials and equipment and most significantly, the fabrication and delivery of the Pre-Manufactured Metal Building. As you may recall, the initial delivery date of the Metal Building, based on the preliminary schedule, was to be November 22, 2022, and the GC based his purchase on the shortest lead time of 30 weeks. Once the GC secured the manufacturer, the 30- week time frame placed the arrival time of the metal building in March 2023. In December of 2022, the GC informed the Project Team that the building supplier informed him that the Metal Building's "Kingspan" panels would be an additional 28 weeks.

The GC then offered an alternate metal panel manufacture, "Metal Span", that would only require an additional 14 weeks. Overall, the total fabrication and delivery time of the metal building frame and panels was +/- 40 weeks. The Metal Building frame and panels started to arrive on May 22, 2023. A total of +/- six (6) month delay in receiving the metal building from the original preliminary time frame. Currently, we also have a concern with Con Ed as we do not yet have the correct Transformer. We just received this week from Con Ed Engineering the engineering of the layout of gas line and the size of the meter and regulator. If we do not receive permanent power and gas shortly, we will be further delayed in the completion of this project.

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Mr. Joseph L. Cerretani
October 31, 2023
Page 2

As present, the Project Schedule indicates Construction Phase Services to be completed on or about February 15, 2024, with Punch List Completion and Final Project Close-out on or about March 26, 2024, a total of Five (5) months. We anticipate our Full Time / On-Site Project Management Services continuing on through February 15, 2024, a total of four (4) months, followed by Part-Time / On-Site Project Management Services for the remaining month of Punch List Completion and Final Project Close-Out to March 26, 2024.

Our contract fee for the Fifteen (15) months of Construction Phase services equaled \$29,619.00 per month. As noted above, we are using February 15, 2024, as our end date for Construction Phase Services and March 26, 2024, as Final Completion and Close-Out.

Therefore, with full understanding of the impact to the Village caused by the delays noted above, we are respectfully requesting an increase to our CM Contract in the amount of:

One hundred eighteen thousand four hundred seventy-six dollars and no cents
(\$118,476.00)

Summary of CM Fee:

October 15, 2024, through to February 15, 2024:

Four (4) months @ \$29,619.00 per month = \$118,476.00

February 15, 2024, through March 26, 2024:

We will provide Part Time CM Services at no additional Fee*

- Should the Final Project Close-Out extend beyond the March 26, 2024, date, our CM Fee would be based on an As-Need hourly basis.

Should you have any questions or would like to discuss this request further, please call.

Very truly yours,
Calgi Construction Company, Inc.



Dominic Calgi
President

cc: Margaret Butler, CCC



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October 30, 2023 (Rev. December 8, 2023)

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

RE: Ardsley New DPW Facility

Extension of CM Services: October 15, 2023, to March 26, 2024
CCC Project No. 202108

Dear Mr. Cerretani:

As a follow-up to our recent discussion regarding our Construction Management Services, we are respectfully requesting a Five (5) month extension to our CM Contract with the Village of Ardsley. Our original CM proposal and Contract was based on an anticipated Fifteen (15) month construction schedule which began on June 15, 2022, and to end on or about October 15, 2023. Unfortunately, as the Project Team is aware, the project experienced various delays throughout the course of the project brought about by supply chain issues affecting basic delivery times of materials and equipment and most significantly, the fabrication and delivery of the Pre-Manufactured Metal Building. As you may recall, the initial delivery date of the Metal Building, based on the preliminary schedule, was to be November 22, 2022, and the GC based his purchase on the shortest lead time of 30 weeks. Once the GC secured the manufacturer, the 30- week time frame placed the arrival time of the metal building in March 2023. In December of 2022, the GC informed the Project Team that the building supplier informed him that the Metal Building's "Kingspan" panels would be an additional 28 weeks.

The GC then offered an alternate metal panel manufacture, "Metal Span", that would only require an additional 14 weeks. Overall, the total fabrication and delivery time of the metal building frame and panels was +/- 40 weeks. The Metal Building frame and panels started to arrive on May 22, 2023. A total of +/- six (6) month delay in receiving the metal building from the original preliminary time frame. Currently, we also have a concern with Con Ed as we do not yet have the correct Transformer. We just received this week from Con Ed Engineering the engineering of the layout of gas line and the size of the meter and regulator. If we do not receive permanent power and gas shortly, we will be further delayed in the completion of this project.

As present, the Project Schedule indicates Construction Phase Services to be completed on or about February 15, 2024, with Punch List Completion and Final Project Close-out on or about March 26, 2024, a total of Five (5) months. We anticipate our Full Time / On-Site Project Management Services continuing on through February 15, 2024, a total of four (4) months, followed by Part-Time / On-Site Project Management Services for the remaining month of Punch List Completion and Final Project Close-Out to March 26, 2024.

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Mr. Joseph L. Cerretani
October 30, 2023 (Rev. December 8, 2023)
Page 2

Our contract fee for the Fifteen (15) months of Construction Phase services equaled \$29,619.00 per month. As noted above, we are using February 15, 2024, as our end date for Construction Phase Services and March 26, 2024, as Final Completion and Close-Out.

Therefore, with full understanding of the impact to the Village caused by the delays noted above, we are respectfully requesting an increase to our CM Contract in the amount of:

One hundred three thousand six hundred sixty-seven dollars and no cents (\$103,667.00)

Summary of CM Fee:

October 15, 2024, through to January 15, 2024: (Full Time CM Services)
Three (3) months @ \$29,619.00 per month: = \$ 88,857.00

January 15, 2024, through to February 15, 2024: (Part Time CM Services)
One (1) month @ \$14,810.00 per month: = \$ 14,810.00.

February 15, 2024, through March 26, 2024: (Part Time CM Services)
We will provide Part Time CM Services: No additional Fee.

Total CM Fee Extension Request: = \$103,667.00

- Should the Final Project Close-Out extend beyond the March 26, 2024, date, our CM Fee would be based on an As-Need hourly basis.

Should you have any questions or would like to discuss this request further, please call.

Very truly yours,
Calgi Construction Company, Inc.

Dominic Calgi
President

cc: Margaret Butler, CCC

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO
AMEND THE NYCDEP REVOCABLE LAND USE PERMIT FOR THE
PROPOSED ADDITION TO THE ARDSLEY SECOR
VOLUNTEER AMBULANCE CORPS. (ASVAC) BUILDING**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager in conjunction with the Ardsley Secor Volunteer Ambulance Corps. (ASVAC) to begin the process of amending the NYCDEP revocable land use permit to construct a second story addition on the existing ASVAC headquarters building.

MEMO

TO: Mayor Kaboolian
Village Board of Trustees

FROM: Larry J. Tomasso

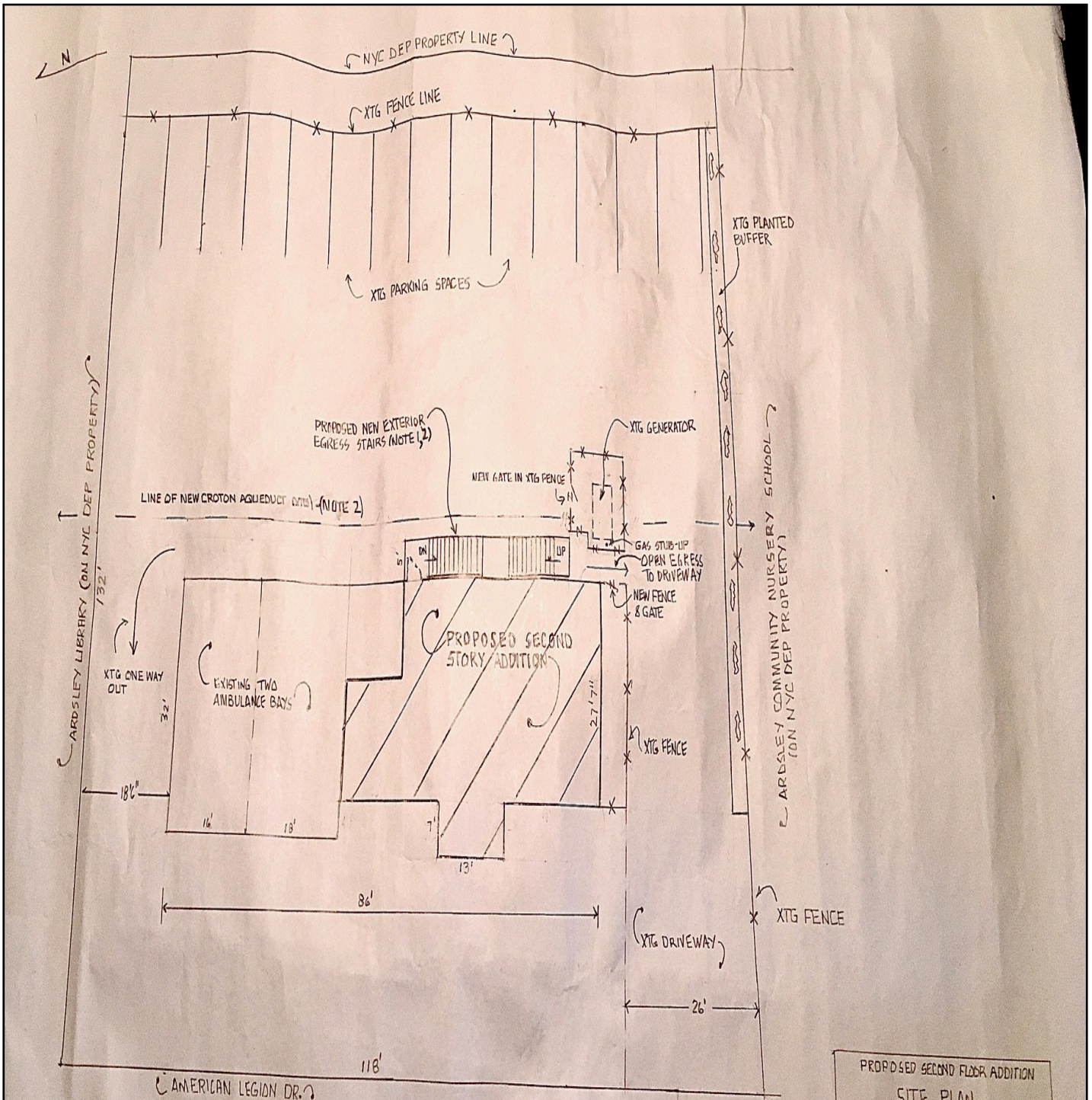
DATE: December 5, 2023

RE: ASVAC Addition

The Ardsley Secor Volunteer Ambulance Corps (ASVAC) applied for a permit to construct a second story addition on the existing headquarters building which is located on American Legion Drive. The building is located on property that is owned by the NYCDEP, and the use and occupancy of this land is permitted under the Revocable Land Use Permit that NYCDEP issued to the Village. The permit must be amended before this work can take place.

The VB will be Lead Agency for this project and will conduct site plan review after review and comment by the PB and BAR. Since the approval from NYCDEP could take over a year, and since they may require the plans to be modified, it is advisable for the VB to hold off on the site plan review and public hearing until NYCDEP renders a decision. As such, the purpose of this discussion is for ASVAC to present the application to the board and discuss the reasons for needing the addition. After such discussion, if the VB is so inclined, you should pass a resolution granting approval for the Village Manager, in conjunction with ASVAC, to begin the process of amending the Revocable Land Use Permit. It should be noted that the annual fee for the permit increases with each amendment, and the VB should expect a modest increase in the annual permit fee if this project goes forward.

Let me know if you need any additional information.



NOTES:

1. SITE PLAN IS ESSENTIALLY UNCHANGED FROM THE APPROVED SITE PLAN DATED 03/28/11 EXCEPT FOR THE ADDITION OF NEW SECOND STORY EXTERIOR EGRESS STAIRS (PROPOSED)
2. THIS PROPOSED SITE PLAN REPRESENTS NO INQUIRY ABOVE THE NYC CROTON AQUEDUCT.

(SCALE: 1" = 10')

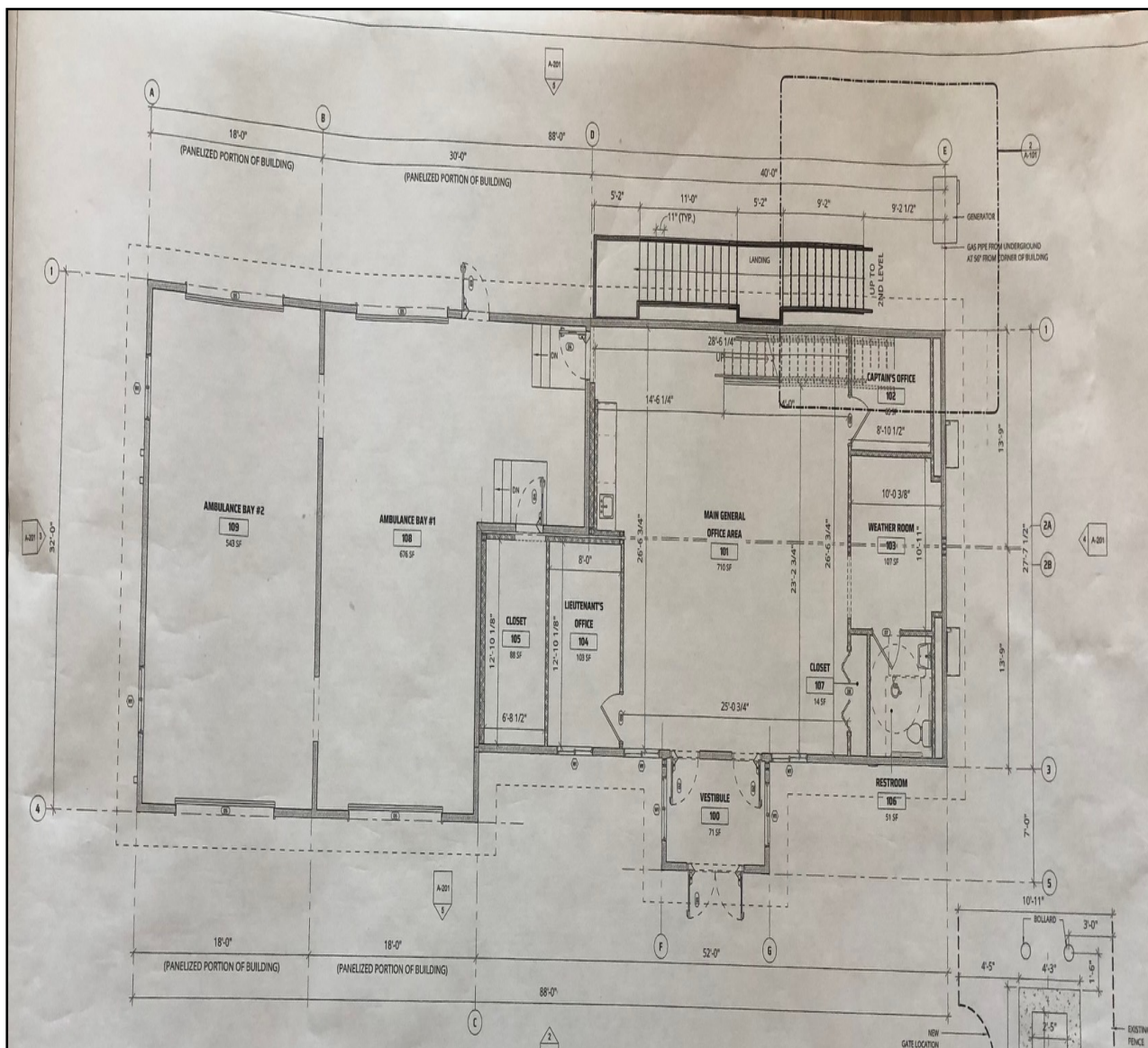
PROPOSED SECOND FLOOR ADDITION SITE PLAN		
ASVAC 19 AMERICAN LEGION DRIVE ARDISLEY NY 10607	BY: WILLIAMS & DOD INC 171 LOCUST LANE IRVINGTON NY 10533	
DATE: 11-18-23	REVS.	DWG: SP-1
(SCALE: 1" = 10')		



125 LASER CT.
HAUPPAUGE, N.Y. 11788
TEL: (631) 243-9978
FAX: (631) 415-9992
www.theaxisgroup.com

ARCHITECT SEAL

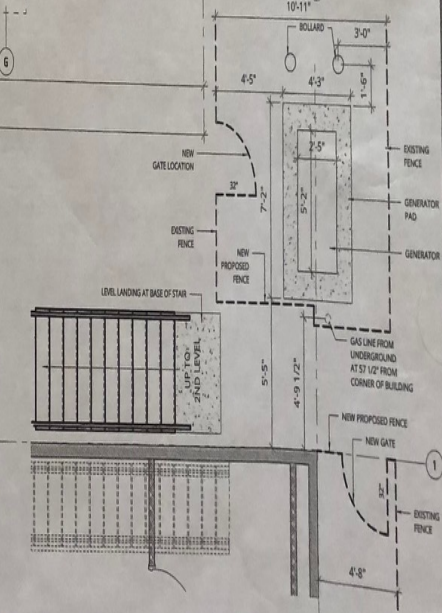
ENGINEER SEAL



1 FLOOR PLAN
1/4" = 1'-0"

- NOTES:
1. EXTERIOR DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD.
2. INTERIOR DIMENSIONS ARE FROM WALL FINISH TO WALL FINISH AND COULD VARY BASED ON FLEET AVAILABILITY.

ROOM NO.	ROOM NAME	AREA
100	VESTIBULE	71 SF
101	MAIN GENERAL OFFICE AREA	710 SF
102	CAPTAIN'S OFFICE	65 SF
103	WEATHER ROOM	107 SF
104	LIEUTENANT'S OFFICE	103 SF
105	CLOSET	88 SF
106	RESTROOM	51 SF
107	CLOSET	14 SF
108	AMBULANCE BAY #1	676 SF
109	AMBULANCE BAY #2	543 SF



2 ENLARGED VIEW AT EXTERIOR STAIR
3/8" = 1'-0"

Kevin M. Finn, P.E., Inc.
815 Waterbury Park Drive
Elkhart, IN 46517
NY Lic. # 070718
NY COA # 0029699

PROJECT:
ARDSLEY AMBULANCE

AXIS CONSTRUCTION

REVISION	DATE	DESCRIPTION

DATE: 01/01/2023

FLOOR PLAN - LEVEL 1

A-101

THIS PRELIMINARY PLAN SET IS FOR A FEASIBILITY STUDY. THE SUBMITTAL SET WILL BE FORTHCOMING BASED ON THE APPLICABLE CODES, STANDARDS & LOADING CONDITIONS.

