



## AGENDA

### Ardsey Village Board of Trustees

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**8:00 PM - Monday, August 3, 2020**

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

Join Zoom Meeting

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

Meeting ID: 795 842 1333

Password: 04072020

One tap mobile

+19292056099,,7958421333# US (New York)

13126266799,,7958421333# US

+(Chicago)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 795 842 1333

Find your local number: <https://us02web.zoom.us/j/7958421333?pwd=TzB3aWFsZUZTdTFpeE1abTE2SktrUT09>

Page

#### **8:05 p.m. - PUBLIC HEARING- CONTINUATION**

To Pursue Eminent Domain Proceedings for the properties located at Heatherdell Road & Saw Mill River Road

#### **8:15 P.M. - PUBLIC HEARING**

To Discuss the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel ice cream shop.

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- 1. ANNOUNCEMENT OF EXIT SIGNS**
- 2. PLEDGE OF ALLEGIANCE**

5 - 10

**3. APPROVAL OF MINUTES:**

3.a Regular Meeting Minutes-July 6, 2020

**4. DEPARTMENT REPORTS**

**4.1. LEGAL**

**4.2. MANAGER**

11

4.2.a Village Manager's Report-August 3, 2020

**4.3. TREASURER**

12 - 18

4.3.a Abstract Report-August 3, 2020

**4.4. BUILDING**

19 - 30

4.4.a Building Department Report June 2020

**4.5. FIRE**

31 - 32

4.5.a Fire Department Report June 2020

**4.6. POLICE**

33 - 38

4.6.a Police Department Report June 2020

**4.7. MAYOR'S ANNOUNCEMENTS**

**4.8. COMMITTEE & BOARD REPORTS**

**5. VISITORS**

**6. OLD BUSINESS:**

39 - 41

6.a Consider a Resolution Approving the Permit to Convert the Former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel Ice Cream Shop

**7. NEW BUSINESS:**

42 - 56

7.a Consider a Resolution Authorizing the Village Manager to Sign an Inter-Municipal Agreement with Westchester County for the Respository Integrated Criminalistic Information System ("RICI System")

57 - 60

7.b Consider a Resolution Authorizing the Village Manager to Sign an Agreement with

61

Leaders2C, LLC. for Implicit Bias Training

7.c Consider a Resolution Modifying the 2019/2020 Budget by Enabling the Village Treasurer to Make Necessary Transfers Within the General Fund

62 - 71

7.d Consider a Resolution Authorizing the Village Manager to Sign an Agreement with Ayoola Obi Tennis Professional

**8. CALL FOR EXECUTIVE SESSION**

**9. ADJOURNMENT OF MEETING**

**10. NEXT BOARD MEETING:**

Tuesday, September 8, 2020

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Board of Trustees of the Village of Ardsley will hold a public hearing at 8:15 p.m., Monday, August 3, 2020 via Zoom to discuss the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel ice cream shop.

While New York remains in a State of Emergency during this pandemic crisis, we strongly encourage residents to participate in our Statutory Meetings by Zoom either by web or by phone. Instructions for remote participation are below. The following is the website and the phone number for participation in this meeting:

**Join Zoom Meeting:**

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

**Meeting ID: 795 842 1333**

**Password: 04072020**

**One tap mobile**

**+19292056099,,7958421333# US (New York) 13126266799,,7958421333# US**

**+(Chicago)**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Meeting ID: 795 842 1333**

**Find your local number: <https://us02web.zoom.us/j/7958421333?pwd=TzB3aWFsZUZTdTFpeE1abTE2SktrUT09>**

**All residents and taxpayers are invited to attend and be heard via zoom.**

**By order of the Board of Trustees of the Village of Ardsley, New York.**

**Ann Marie Rocco**

**Village Clerk**

**Dated: July 9, 2020**



## MINUTES

### Ardsey Village Board of Trustees

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**8:00 PM - Monday, July 6, 2020**

Via Zoom

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

Absent:

**\*SPECIAL PRESENTATION-Sustainable Westchester** Jasmine Graham- Westchester Power Community Energy Program

Ms. Graham provided the Board with an overview of the Westchester Power Program. Westchester municipalities are taking charge of their energy future & advance NYS Climate goals. Westchester Power helps municipalities meet New York State climate goals and have offset hundreds of thousands of metric tons of carbon dioxide = healthier communities and forward movement toward higher EPA air quality ratings. Participation helps municipalities achieve Clean Energy Community certification & positions them for grants. By coming together, you are afforded "a seat at the table" in the next phase of energy developments. Ms. Graham reviewed Westchester Power's Financial Performance. Key dates:

- August Participation Memorandum of Understanding (MOU) signed
- Early September -Request for Proposal Process begins
- Early November-Notification letters mailed
- January 1st Enrollment begins

**8:15 p.m. - PUBLIC HEARING-Continuation** To Pursue Eminent Domain Proceedings for the Properties Located on Heatherdell Road & Saw Mill River Road

**8:15 P.M. – OPEN PUBLIC HEARING – To Pursue Eminent Domain Proceedings for the Properties Located on Heatherdell Road and Saw Mill River Road.**

At 9:01 P.M. Trustee DiJusto left the meeting for an emergency call.

At 9:02 P.M. Trustee Edelstein: Resolved that this public hearing be adjourned and continued for public comment and submissions and all other necessary proceedings and deliberations until August 3, 2020 at 8:05 p.m. **Seconded by Trustee D'Emilio and passed unanimously 4-0-0**

**1. ANNOUNCEMENT OF EXIT SIGNS**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES: Regular Meeting - June 15, 2020**

**Moved by Trustee DiJusto, Seconded by Trustee Yager and passed unanimously.**  
RESOLVED that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, June 15, 2020 as submitted.

**4. DEPARTMENT REPORTS**

**1. LEGAL**

- 1.a Village Attorney Robert Ponzini stated there is nothing to report and has been working with staff on various ongoing items.

**2. MANAGER**

- 2.a Village Manager Report July 6, 2020

1. **CENSUS:** Census takers will begin knocking on doors on August 11th for those who have not yet completed their census forms. Please complete the form as soon as possible! Although we have a relatively high response rate, we have not yet even hit our response rate mark from the 2010 census.
2. **OPENING OF VILLAGE HALL:** As of Monday, June 29th, Village Hall is open to the public. However, there are strict COVID-19 preventative measures in place that are required to be followed. All documents should be left in either the drop box in the vestibule or in a box in the administrative side of Village Hall and they will be reviewed and acted upon by staff at a later date. The documents will not be handled immediately. Masks AND social distancing requirements are in place. Until further notice, the only public entrance is the main entrance on Ashford Ave. We encourage everyone to call Village Hall before coming in to see a particular staff member to ensure that

they will be available and that the requested service is one that needs to be handled other than through mail, drop off or electronic means.

3. **HIRING:** I am pleased to announce that I have hired the following staff members:

Seasonal Laborer - Christopher Addorisiu, \$13/hour, started 6/22/20.  
Rocco Cipriano, \$13/hour, started 6/30/20.  
Michael Napoli, \$13/hour, starting 7/6/20.

Skate Park Attendants – Sebastian DeMeo, \$11/hr, starting 7/7/20  
Paige Parker, \$11/hr, starting 7/7/20  
Leann Serrantes, \$11/hr, starting 7/7/20  
Emmet Zewdie, \$11/hr, starting 7/7/20

In addition to these seasonal employees, I am in the process of hiring a full time laborer to fill a spot vacated by an employee who moved out of the area. I will provide information on that hire in August. I am also looking to hire a new General Foreman for the Highway Department to replace Rick Thompson who is retiring after 21+ years of service to the Village of Ardsley! Rick is, however, staying on temporarily in a contractual role until we are able to secure a replacement. That agreement is on this agenda.

4. **CON EDISON GAS LINE PROJECT:** We have been working for some time with Con Ed trying to get a clear schedule of their gas line project. Although it is subject to possible adjustments along the way, the schedule will be posted on our website and we will do our best to keep up with their changes and provide as much notice as possible regarding their plans.

Mayor Kaboolian added that the playgrounds and tennis courts are now open.

### **3. TREASURER**

- 3.a Abstract Report-July 6, 2020.

Village Manager Robson read the Treasurer's Report for July 6, 2020.

Village Manager Robson stated that the bills for the past two weeks totaled as follows: From the General Fund: \$173,746.80; from the Sewer Fund: \$5,850.00; from the Trust & Agency fund: \$0.00 and from the Capital Fund: \$4,718.75.

**Moved by Trustee Yager, 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: \$173,746.80; from the Sewer Fund: \$5,850.00; from the Trust & Agency Fund: \$0.00 and from the Capital Fund: \$4,718.75.

**4. BUILDING** No Building Department Report

**5. FIRE** No Fire Department Report

**6. POLICE** No Police Department Report

**7. MAYOR'S ANNOUNCEMENTS** Mayor Kaboolian announced the following:

- On June 8, 2020 New York will enter into Phase 4. This includes higher education, indoor arts & entertainment, sports competition with no fans. Movie Theaters, Casinos Gyms & Personal Trainers are unable to open at this time. We are waiting to see what the executive order will be for virtual meetings and when that will expire.

Trustee DiJusto did not have anything to report.

Trustee Yager questioned if there was an update regarding the Comprehensive Plan?

Village Manager Robson explained that we are finalizing the recording of the meeting and Comoin is working on a final rendering.

Trustee Yager met with the Environmental Committee and they are interested in getting to know more regarding the environmental piece of the Comprehensive Plan.

Trustee Edelestein announced the following:

- The multicultural committee has decided on a final design of the lawn sign and it is printed and will be available soon. If you would like to purchase a sign please contact the multicultural committee to purchase your sign.
- Thanked DPW for all the help with seeding the wildflowers at the Pascone oval.

Trustee D'Emilio announced the following:

- The Library is presenting a story walk at Concord Road School and Pascone Park.
- Formed a steering committee for the 125th Anniversary of Village of Ardsley.
- Library is also offering curbside pickup.

**5. VISITORS** Mark Kowalsky 13 Captain Honeywells Rd. stated that he found that the Comprehensive Plan presentation lacked depth and substance and would like to hold the consultant that was hired accountable. Were these consultants able to help you identify specific action items? Thanked the Board for of their efforts regarding this project.

Mayor Kaboolian explained that the Comprehensive Plan is a long term vision for the Village.

Village Manager Robson stated that the Comprehensive Plan is a huge undertaking. There are some steps:

- Drafting the plan
- Implementation
- Measuring the success of the implementation



**6. OLD BUSINESS:**

**7. NEW BUSINESS:**

**7.1 RESOLUTION DELCARING LEAD AGENCY AND SCHEDULING A PUBLIC HEARING FOR DOONGER INC. 800 SAW MILL RIVER ROAD**

**Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED** that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for site plan approval for the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel ice cream shop. (This project is not subject to SEQRA review.) **FURTHER BE IT RESOLVED**, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, August 3, 2020 at 8:15 p.m. to discuss the proposed permit.

**7.2 RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN AGREEMENT FOR CONTRACT SERVICES WITH RICHARD THOMPSON**

**Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED** that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement for Highway General Foreman & Fire Inspection Contract Services with Richard Thompson.

**Moved by Trustee Yager, Seconded by Trustee Edelstein and passed unanimously. RESOLVED** Consider a Resolution Authorizing the Village Manager to Sign an Agreement for SEQRA Consulting with Kevin Dwarka LLC Land Use & Economic Consulting

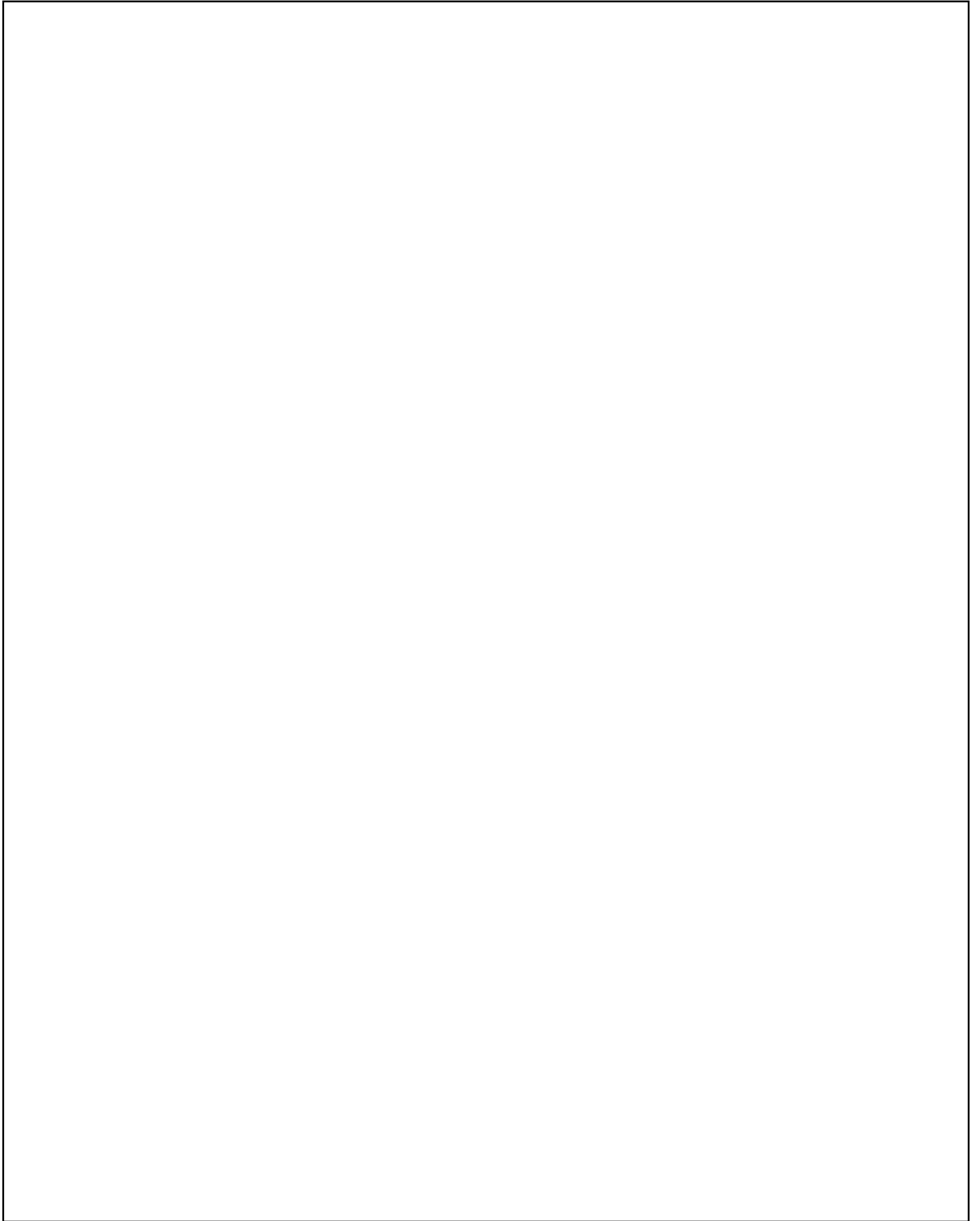
**8. CALL FOR EXECUTIVE SESSION-PERSONNEL MATTERS**

**9. ADJOURNMENT OF MEETING Trustee D'Emilio: RESOLVED**, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, July 6, 2020, at 9:04 p.m. **Seconded by Trustee Edelstein and passed unanimously.**

**10. NEXT BOARD MEETING: August 3, 2020**

Respectfully submitted,

Ann Marie Rocco  
Village Clerk



### MANAGER'S REPORT 8/3/20

- 1. CENSUS:** Census takers will begin knocking on doors on August 11<sup>th</sup> for those who have not yet completed their census forms. Please complete the form as soon as possible! Although we have a relatively high response rate, we have not yet even hit our response rate mark from the 2010 census. Census counts may make a huge difference in potential federal funding opportunities and representation.
- 2. LABOR DAY CLOSING:** All offices, including the Library, Community Center, Court, and the Department of Public Works will be closed on Monday, September 7, 2020 in observance of Labor Day. Since there will be no garbage collection on Monday, there will be Village-wide garbage collection on Tuesday, September 8, 2020. The rest of the week will follow a normal schedule.
- 3. REMINDER - OPENING OF VILLAGE HALL:** As of Monday, June 29<sup>th</sup>, Village Hall has been open to the public. However, I just want to remind everyone that there are strict COVID-19 preventative measures in place that are required to be followed. All documents should be left in either the drop box in the vestibule or in a box in the administrative side of Village Hall and they will be reviewed and acted upon by staff at a later date. The documents will not be handled immediately. Masks AND social distancing requirements are in place. Until further notice, the only public entrance is the main entrance on Ashford Ave. We encourage everyone to call Village Hall before coming in to see a particular staff member to ensure that they will be available and that the requested service is one that needs to be handled other than through mail, drop off or electronic means.
- 4. HIRING:** I am pleased to announce that I have hired the following staff members:  
Laborer - Matthew Meyers, \$63,372/year, effective July 27, 2020
- 5. CON EDISON GAS LINE PROJECT:** We are receiving updated project schedules from Con Ed and will post them on our website.
- 6. ONLINE PAYMENT AND REGISTRATION:** We are currently working on implementing online access for all payments to the Village, not just taxes, which will provide an easier option for taking care of business with the Village. As soon as we finalize this process, we will get out additional information. We are also working on a new program that will allow for online registration and payment for Recreation programs in the Village. We expect that this will be available to the public sometime in September.
- 7. TENNIS COURT AVAILABILITY:** As of August 1, registration is required for use of the tennis courts. Please contact the Recreation Department at 693-8012. Use fees are prorated this first year since we have not had the courts available the entire season.

**ABSTRACT FOR VILLAGE BOARD MEETING OF  
AUGUST 3RD, 2020**

<u>GENERAL FUND</u>	<u>\$511,477.96</u>
<u>TRUST &amp; AGENCY FUND</u>	<u>\$4,290.50</u>
<u>CAPITAL FUND</u>	<u>\$151,249.66</u>
<u>SEWER FUND</u>	<u>\$0.00</u>

ABSTRSCT FOR VILLAGE BOARD MEETING OF MONDAY, AUGUST 3RD, 2020			
Date	Vendor Name	Description	Amount
6/19/2020	3D WALLAUER	glass scrapper	8.38
6/19/2020	3D WALLAUER	chip brush,paint	46.54
7/8/2020	3D WALLAUER	White Marking Spray	5.60
7/8/2020	3D WALLAUER	Windex	7.29
7/10/2020	3D WALLAUER	VARIOUS COVID SUPPLIES	19.57
7/6/2020	A1 COMPUTER SERVICES INC.	Payment for July 2020	1,572.00
7/6/2020	A1 COMPUTER SERVICES INC.	Payment for July 2020	1,326.50
7/6/2020	A1 COMPUTER SERVICES INC.	Payment for July 2020	175.00
5/29/2020	AAA EMERGENCY SUPPLY CO	Face mask for fire dept	2,000.00
7/13/2020	AAA EMERGENCY SUPPLY CO	Battery and Flares	105.50
5/31/2020	AAA EMERGENCY SUPPLY CO	Tools for 2013	165.00

7/8/2020	AAA EMERGENCY SUPPLY CO	FLOW TESTING	2,144.90
7/13/2020	AAA EMERGENCY SUPPLY CO	Goldstein Fit Test	42.00
7/23/2020	AAA EMERGENCY SUPPLY CO	10 bottle hydro test	300.00
7/10/2020	ACME EXTERMINATING	July 2020 Service	69.66
7/10/2020	AIRGAS	Rental Fee	89.60
7/24/2020	ALBANY TIMES UNION	Recruitment ad for Gen Foreman	750.00
7/13/2020	AMERITAS LIFE INSURANCE CORP	For 7/1/20 - 7/31/20	5,269.28
7/23/2020	ARDSLEY CAR WASH	car wash	19.05
7/21/2020	ARGENTO AND SONS INC	Clutch Cover	87.49
7/13/2020	ARGENTO AND SONS INC	4" Heads	266.70
7/31/2020	ARIZENT	Advertising for bond issue	1,360.00
7/7/2020	ARTHUR J GALLAGHER	INSURANCE PREIUM	161,989.41
7/29/2020	BP	Fuel 6/28-7/27/20	106.38
7/30/2020	BRUNI & CAMPISI INC	service call AC	383.00
7/13/2020	CABLEVISION LIGHTPATH INC.	Usage for 7/1-7/31	2,283.61
7/31/2020	CAMBRIDGE DATA GRAPHICS	Check Stock and Shipping	74.76
7/31/2020	CAMBRIDGE DATA GRAPHICS	Check Stock and Shipping	821.70
7/20/2020	Camoin Associates	Professional Services	720.00
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	1,400.00
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	363.50
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	39.50
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	31.16
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	138.12
7/10/2020	CARDMEMBER SERVICE	Lox box-COVID	81.73
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	19.98
7/10/2020	CARDMEMBER SERVICE	Statement Dated 7/26/20	81.73
6/30/2020	CDW GOVERNMENT	Computer for front counter	104.82
6/30/2020	CDW GOVERNMENT	Computer for front counter	532.84
6/30/2020	CDW GOVERNMENT	Computer for front counter	47.25
7/8/2020	CDW GOVERNMENT	VPN Renewal for PD	422.52
7/22/2020	CON EDISON	Usage for 6/9-7/9	33.30
7/15/2020	CON EDISON	Usage for 6/9-7/9	33.64
7/17/2020	Con Edison	Usage for 6-11 to 7-13	111.66
7/15/2020	CON EDISON	Usage for 6/9-7/9	255.72
7/9/2020	CON EDISON	Usage for 5/31-6/30	201.22
7/17/2020	Con Edison	Usage for 6/11-7/13	55.25
7/15/2020	CON EDISON	Usage for 6-9 to 7-9	32.61
7/8/2020	CORSI TIRE	Truck Tires	1,316.00
7/8/2020	CORSI TIRE	Truck Tires	656.00
7/8/2020	CORSI TIRE	3-Tires Highway #1	324.57

7/21/2020	CORSI TIRE	Truck Tires	584.00
7/23/2020	COUNTY AUTO & COMM. TOW.	2013 inspection 2011 oil line	373.02
7/8/2020	COUNTY TOWING & COMMERCIAL TOW	2011,2012 car inspection	929.42
7/13/2020	COUNTY TOWING & COMMERCIAL TOW	U-163 Work	458.02
7/13/2020	CURRY CHEVROLET	Seat Pad & Linkage	157.35
7/23/2020	CURRY CHEVROLET	F Cover & Switches	109.04
7/23/2020	CURRY CHEVROLET	F Cover & Switches	21.58
6/5/2020	D.P. WOLFF INC	Annual Service and Maintenance	6,985.00
7/30/2020	DENOoyer	Chevy Tahoe Fire Department	40,010.50
7/10/2020	DEPARTMENT OF LABOR	UNEMPLOYMENT INSURANCE	1.24
7/8/2020	DILIGENT CORPORATION	Meeting Manager Pro Package	4,301.95
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	60.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	25.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	180.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	18.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	305.00
6/25/2020	DUNCAN PARKING TECHNOLOGIES IN	parking meter charges	75.00
7/9/2020	Edmunds GovTech	credit card swipe device	250.00
7/15/2020	ESS INC.	Radio console repair	519.75
7/8/2020	Essential Manufacturing Corpor	KN95 Face Masks	600.00
7/14/2020	Essential Manufacturing Corpor	Disinfecting Wipes	150.00
5/29/2020	Extrication Concepts Inc	M28 Volt Spreader	9,500.00
7/21/2020	FRANK'S SPORT SHOP	softballs for men's league	449.95
1/13/2020	FUNDAMENTAL BUSINESS SERVICE I	parking receivable	244.50
1/13/2020	FUNDAMENTAL BUSINESS SERVICE I	parking receivable	459.00
1/13/2020	FUNDAMENTAL BUSINESS SERVICE I	parking receivable	91.50
7/23/2020	GABRIELLI TRUCK SALES LTD	Pedal & Selector	1,381.99
7/30/2020	GABRIELLI TRUCK SALES LTD	Brakes Truck 15	766.88
5/29/2020	GAINES NOVICK PONZINI COSSU &	Professional Services for May	4,700.00
6/18/2020	GALLS LLC	Leatherman multi tool	91.89
7/8/2020	GENERAL CODE PUBLISHERS	Partial supp invoice 1 of 2	360.00
7/21/2020	GENERAL CODE PUBLISHERS	Code Analysis	300.00
7/6/2020	GEORGE MALONE	DIRECT PUBLIC CAN GOV ACCESS	791.45
6/11/2020	GEORGE MALONE	direct public and govt access	791.45
5/29/2020	Giorgio Construction	Flooring, bathroom & Cabinet	21,850.00
7/21/2020	HD SUPPLY CONSTRUCTION AND IND	Water seal, Sandbags, Caution Ta	77.50
7/21/2020	HD SUPPLY CONSTRUCTION AND IND	Water seal, Sandbags, Caution Ta	72.17
7/21/2020	HD SUPPLY CONSTRUCTION AND IND	Water seal, Sandbags, Caution Ta	62.20
7/30/2020	HM DISINFECTANT SPRAYING	Spraying of 3 fire trucks	150.00
7/8/2020	HUDSON VALLEY FIRE EQUIPMENT L	L-50 Service	9,441.14

7/23/2020	HUDSON VALLEY FIRE EQUIPMENT L	E-165 inspection and work	13,902.98
7/20/2020	JAMES J HAHN ENGINEERING PC	Heatherdell Fence & Slope	3,233.75
7/20/2020	JAMES J HAHN ENGINEERING PC	Paving	1,092.50
7/20/2020	JAMES J HAHN ENGINEERING PC	Paving	1,023.75
7/20/2020	JAMES J HAHN ENGINEERING PC	Paving	112.50
7/16/2020	JUDICIAL RESEARCH	Invoice# 258700	395.00
7/16/2020	JUDICIAL RESEARCH	Legal Services Inv 258699	395.00
7/23/2020	KIMBALL-MIDWEST	Various Hardware	140.00
7/23/2020	KIMBALL-MIDWEST	Various Hardware	142.71
7/8/2020	LEXIS NEXIS	legal updates	40.86
7/21/2020	LONG ISLAND SANITATION EQUIP.	Cover Plate & Gate	659.89
7/6/2020	MEREDITH ROBSON	Reimbursement for August 2020	79.00
6/25/2020	METRO SPORTS OFFICIALS	referee fees 7/6 - 8/12/20	528.00
6/25/2020	METRO SPORTS OFFICIALS	referee fees 7/6 - 8/12/20	528.00
7/21/2020	NATIONAL GEAR & PISTON	Inspection	110.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	60.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	375.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	65.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	10.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	25.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	40.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	18.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	5.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	85.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	80.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	30.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	5.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	55.00
7/8/2020	NEW ENGLAND SPORTSWEAR	uniform supplies PO Goldstein	255.00
6/17/2020	NORTH AMERICAN RESCUE	Tourniquets	44.22
6/17/2020	NORTH AMERICAN RESCUE	Tourniquets	154.00
6/17/2020	NORTH AMERICAN RESCUE	Tourniquets	608.58
6/17/2020	NORTH AMERICAN RESCUE	Tourniquets	15.00
7/14/2020	NEW YORK POWER AUTHORITY	usage for June 2020	5,990.22
7/14/2020	NYS EMPLOYEES HEALTH INS	Insurance for August 2020	120,182.64
7/13/2020	NYSCMA	2020-2021 Membership MSR&CH	575.00
7/30/2020	O. S. P. FIRE PROTECTION	Fire Extinguisher Inspections	108.00
7/30/2020	O. S. P. FIRE PROTECTION	Fire Extinguisher Inspections	140.00
7/30/2020	O. S. P. FIRE PROTECTION	Fire Extinguisher Inspections	99.00
7/30/2020	O. S. P. FIRE PROTECTION	Fire Extinguisher Inspections	18.00

7/10/2020	OPTIMUM	Usage for 7/8-8/7	184.64
7/10/2020	OPTIMUM	Usage for 7/8-8/7	156.83
7/10/2020	OPTIMUM	Usage for 7/8-8/7	120.22
7/13/2020	OPTIMUM	Usage for 7/8-8/7	29.95
7/31/2020	OPTIMUM	USAGE FOR 7/23-8/22	16.84
7/13/2020	PARTS AUTHORITY	Brake Cleaner	92.70
7/21/2020	PARTS AUTHORITY	Various Items	47.46
7/21/2020	PARTS AUTHORITY	Various Items	10.37
7/30/2020	PARTS AUTHORITY	Exhaust clamps & WW Fluid	19.90
7/21/2020	PARTS AUTHORITY	Various Items	78.11
7/29/2020	PAYLOCITY	Payroll fees July 2020	813.00
5/20/2020	PECKHAM INDUSTRIES INC	Asphalt-Potholes	3.70
7/8/2020	PECKHAM INDUSTRIES INC	Asphalt-Patching	1,280.68
7/13/2020	PECKHAM INDUSTRIES INC	Pot Hole Repair	1,430.14
7/21/2020	PRESTIGE LABORATORIES INC	Spray for playground equip	328.90
7/8/2020	PROSPERO NURSERY	Plants	280.50
5/31/2020	PROSPERO NURSERY	Mulch	80.00
5/31/2020	PROSPERO NURSERY	Mulch	280.20
7/13/2020	PROSPERO NURSERY	Annuals & Potting Mix	302.40
7/13/2020	PROSPERO NURSERY	Annuals	75.90
5/29/2020	PROSPERO NURSERY	Annuals, Top Soil	194.80
7/6/2020	Quench USA, Inc	Usage for 5/1-7/31	117.00
7/6/2020	Quench USA, Inc	Usage for 5/1-7/31	117.00
7/30/2020	RCA ASPHALT LLC	Pot Hole repair-Asphalt	602.55
7/13/2020	READERS HARDWARE INC	Various	15.98
7/16/2020	READERS HARDWARE INC	hand sanitizer and wipes	47.19
7/21/2020	READERS HARDWARE INC	Readers Hardware	304.65
7/8/2020	READERS HARDWARE INC	padlock, keys and signs	45.53
7/13/2020	READERS HARDWARE INC	Various Invoices	51.89
7/13/2020	READERS HARDWARE INC	Various Invoice	90.34
7/16/2020	READERS HARDWARE INC	tennis keys, hand sanitizer	48.49
7/13/2020	READERS HARDWARE INC	Various Invoices	325.86
7/16/2020	RICHARD M. BLASETTI JR.	skate park surface resealing	1,092.00
7/29/2020	RICHARD THOMPSON	for services 7/6-7/31	1,600.71
7/29/2020	RICHARD THOMPSON	for services 7/6-7/31	12,043.20
7/8/2020	RINA SCHUNK	Payment for June 2020	250.00
7/29/2020	ROBERT PONZINI	July monthly retainer	5,833.00
7/7/2020	ROCKET PRINTERS	2000 #10 Window Envelopes	190.00
5/31/2020	SANITATION EQUIPMENT CORP	Sensor & Plug	114.52
7/8/2020	SANITATION EQUIPMENT CORP	PTO & Yolk	1,766.04



7/8/2020	SAW MILL SUPPLIES	Mulch and Blocks	138.75
7/21/2020	SAW MILL SUPPLIES	Annuals, Mulch, Fabric	329.50
7/21/2020	SAW MILL SUPPLIES	Annuals, Mulch, Fabric	36.57
7/21/2020	SAW MILL SUPPLIES	Annuals, Mulch, Fabric	130.00
7/21/2020	SAW MILL SUPPLIES	Annuals, Mulch, Fabric	260.00
7/21/2020	SAW MILL SUPPLIES	Annuals, Mulch, Fabric	260.00
7/23/2020	SCARSDALE FORD INC.	Tube, Gasket, Coolant	925.06
7/10/2020	SMJT CORP DBA	July Service	1,121.00
7/10/2020	SMJT CORP DBA	July Daily Disinfecting -COVID	1,125.80
7/10/2020	SMJT CORP DBA	July Service	265.00
7/10/2020	SMJT CORP DBA	July Service	354.00
7/8/2020	SNAP-ON TOOLS	Brass Gauge Set	156.00
7/28/2020	SPRINT	USAGE FOR 6-2 TO 7-1, NEW PHONES	1,444.60
7/14/2020	SPORT TECH CONSTRUCTION CORP	repair basketball court	13,000.00
7/22/2020	STANDARD INSURANCE COMPANY	July 2020 Premium	864.50
1/13/2020	STUDENT ASSISTANCE SERVICE COR	Support for SAYF Coalition	1,656.25
7/14/2020	SUEZ WATER WESTCHESTER DIST. #	Usage for 6/4-7/2	152.34
7/14/2020	SUEZ WATER WESTCHESTER DIST. 1	Usage for 6-4 to 7-2	101.70
7/14/2020	SUEZ WATER WESTCHESTER DIST. 1	Usage for 6/4-7/2	72.04
7/14/2020	SUEZ WATER WESTCHESTER DIST. 1	Usage for 6/4-7/2	101.70
7/14/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6-4 to 7-2	336.80
7/14/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6/4-7/2	204.91
7/31/2020	SUEZ WATER WESTCHESTER DISTRIC	REPLACEMENT FOR LOST CHECK	121.59
7/31/2020	SUEZ WATER WESTCHESTER DISTRIC	REISSUE FOR CHECK ISSUES	230.03
7/10/2020	SUEZ WATER WESTCHESTER DISTRIC	Usage for 6/4-7/2	30.68
5/20/2020	SUNNYSIDE PRINTING	posters for accreditation	60.00
5/20/2020	SUNNYSIDE PRINTING	posters for accreditation	105.00
7/8/2020	THE RIVERTOWNS ENTERPRISE	enterprise ads	72.42
7/15/2020	THE RIVERTOWNS ENTERPRISE	NOTICE OF ESTOPPEL/PLAN BOARD	61.69
7/23/2020	THE RIVERTOWNS ENTERPRISE	public hearing ads	41.15
7/22/2020	TOLLS BY MAIL PAYMENT CENTER	Toll Payment 17415420201	2.00
7/30/2020	V. LORIA & SONS	trophy for men's softball	105.00
7/29/2020	VERDE ELECTRIC MAINTENANCE	Cross Rd & Ashford Avenue	850.00
7/9/2020	VERIZON	usage for June 2020	3.32
7/14/2020	VERIZON	Usage for 7/2-8/1	65.46
7/15/2020	VERIZON	Usage for 7/10-8/9	440.44
7/15/2020	VERIZON	Usage for 7/2-7/9	48.68
7/14/2020	VERIZON SELECT SERVICES INC.	Statement dated 6/30/20	2.32
7/23/2020	VERIZON WIRELESS	Usage for 6/13-7/13	508.55
7/10/2020	VILLAGE OF DOBBS FERRY	June Gas Usage	1,539.14

7/10/2020	VILLAGE OF DOBBS FERRY	Gas & Diesel Usage for June 20	347.28
7/10/2020	VILLAGE OF DOBBS FERRY	Gas & Diesel Usage for June 20	2,402.36
7/10/2020	VILLAGE OF DOBBS FERRY	Gas & Diesel Usage for June	694.78
7/10/2020	VILLAGE OF DOBBS FERRY	Gas & Diesel Usage for June	133.23
7/14/2020	VINCENT GIORDANO	7/6-7/10 PT bldg inspector	300.00
6/18/2020	W.B. MASON CO. INC.	TP	79.98
6/18/2020	W.B. MASON CO. INC.	Envelopes, liners, calculators	311.51
7/23/2020	W.B. MASON CO. INC.	Office Supplies	691.91
7/8/2020	WEST PAYMENT CENTER.	West Information Charges	255.00
7/15/2020	WEST PAYMENT CENTER.	west information charges	255.00
7/10/2020	XEROX CORPORATION	Usage for 5/21-6/21	167.76
7/15/2020	XEROX CORPORATION	June 2020 base charge	176.18
7/10/2020	XEROX CORPORATION	Usage for 5/21-6/21	183.32
7/27/2020	XEROX CORPORATION	Usage for 5/22 - 6/30	58.34
		<b>GENERAL FUND TOTAL</b>	<b>\$511,477.96</b>

7/14/2020	DANIEL VAZQUEZ	RENTAL FEE REFUND	525.00
7/20/2020	PLANNING & DEVELOPMENT ADVISOR	Professional Service inv20128	525.00
7/13/2020	MONTE PRESS INC.	Diversity Lawn Signs	989.00
7/31/2020	MONTE PRESS INC.	LAWN SIGNS	1,089.00
7/20/2020	PLANNING & DEVELOPMENT ADVISOR	Professional Service inv20127	1,162.50
		<b>TRUST &amp; AGENCY FUND TOTAL</b>	<b>\$4,290.50</b>

7/27/2020	WESTON & SAMPSON	Public Works Facility	34,250.00
5/29/2020	PALADINO CONCRETE CC	Curb replacement final pmt #3	65,846.56
7/20/2020	JAMES J HAHN ENGINEERING PC	Comfort Station	637.50
7/20/2020	JAMES J HAHN ENGINEERING PC	PASCONE PARK TENNIS COURT	3,780.00
5/29/2020	SPORT TECH CONSTRUCTION CORP	Tennis Court application #4	43,555.60
7/20/2020	JAMES J HAHN ENGINEERING PC		3,180.00
		<b>CAPITAL FUND TOTAL</b>	<b>\$151,249.66</b>

		<b>SEWER FUND TOTAL</b>	<b>\$0.00</b>
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**BUILDING INSPECTOR'S REPORT**  
**For the Month and Fiscal Year To Date - June 2020**

	<u>Current Fiscal Year June</u>		<u>Prior Fiscal Year June</u>		<u>Fiscal Year to Date</u>		<u>Fiscal Year Budget</u>		<u>Prior Fiscal Year to Date</u>	
	#	\$ Amount	#	\$ Amount	#	\$ Amount	#	\$ Amount	#	\$ Amount
BUILDING PERMITS	22	23,005.00	18	21,225.00	22	23,005.00	22	23,005.00	18	21,225.00
APPLICATION FEES	20	1,425.00	18	1,500.00	20	1,425.00	-	-	18	1,500.00
C/O'S	10	255.00	28	400.00	10	255.00	-	-	28	400.00
PLUMBING PERMITS	3	275.00	10	2,046.00	3	275.00	13,000.00	13,000.00	10	2,046.00
ELECTRICAL PERMITS	7	525.00	8	780.00	7	525.00	7,000.00	7,000.00	8	780.00
TITLE SEARCH & COMPLIANCE LETTER	10	523.75	12	572.75	10	523.75	-	-	12	572.75
MISC FEES	0	0.00	0	0.00	0	0.00	-	-	0	0.00
<b>TOTALS</b>	<b>72</b>	<b>\$ 26,008.75</b>	<b>94</b>	<b>\$ 26,523.75</b>	<b>72</b>	<b>\$ 26,008.75</b>	<b>145,000.00</b>	<b>\$ 145,000.00</b>	<b>94</b>	<b>\$ 26,523.75</b>
BUILDING INSPECTIONS PERFORMED	67		91		67				91	
ZONING INSPECTIONS PERFORMED	10		24		10				24	
FIRE INSPECTIONS PERFORMED	0		3		0				3	
VIOLATION NOTICES ISSUED	6		8		6				8	
WARNING NOTICES ISSUED	0		7		0				7	
APPEARANCE TICKETS ISSUED	0		0		0				0	

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

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



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6/25/2020

## MONTHLY BUILDING PERMIT REPORT

From: 6/1/2020 To: 6/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2020-7022	6/1/2020	RETAINING WALL Extend the existing retaining walls and add fill to elevate the grade	6.110-96-4.1	66 BRAMBLE BROOK RD	DIBLASI, CHRISTIAN & TENG-DI	\$80.00
2020-7023	6/1/2020	FENCE Install a new black chain link fence as per the approved plans	6.60-38-43	60 EASTERN DR	VERRINO, SCOTT	\$160.00
2020-7024	6/1/2020	DECK/PORCH Legalize the existing deck in the rear yard.	6.50-27-6	20 CAPTAIN HONEYWELLS RD	GOLDSTEIN, WILLIAM L & LAU	\$500.00
2020-7025	6/1/2020	RESIDENTIAL ALTERATI Localized repairs to the Interior and exterior of the building to repair storm damage sustained on 4/14/20.	6.30-13-10	135 HUNTLEY DR	GLICK, RON & MICHELE	\$800.00
2020-7026	6/1/2020	RESIDENTIAL ADDITION Construct a new master bedroom addition with a laundry room below and a new patio in the rear yard.	6.60-40-2	4 AGNES CIR	ALLEN, ANDREW & MARCI	\$3340.00
2020-7027	6/1/2020	RESIDENTIAL ADDITION First and second story additions and interior alterations.	6.30-14-3	29 OVERLOOK RD	PURAN, STEVE D. & KAVITA	\$5000.00
2020-7028	6/4/2020	SOLAR ELECTRIC SYSTE Install a new rooftop solar array as per the approved plans.	6.90-87-8	18 ABINGTON AVE	REGINA DOSSO	\$400.00
2020-7029	6/11/2020	SOLAR ELECTRIC SYSTE Install a new roof mounted PV array as per the approved plans.	6.50-21-24	55 HEATHERDELL RD	SONG, CHANG & JUHUI	\$220.00
2020-7030	6/11/2020	RESIDENTIAL ALTERATI Perform water damage restoration as per the approved plans.	6.60-38-30	102 HUNTLEY DR	MALKIN, JASON & DIANE	\$1000.00
2020-7031	6/11/2020	FENCE Remove the existing fence and install a new fence as per the approved plans.	6.30-14-24	16 GLEN RD	FRANCIOSA, RICHARD & DONN	\$120.00
2020-7032	6/11/2020	DRIVEWAY/CURB CUT Widen the existing curb cut	6.30-14-24	16 GLEN RD	FRANCIOSA, RICHARD & DONN	\$20.00



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## MONTHLY BUILDING PERMIT REPORT

From: 6/1/2020 To: 6/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2020-7033	6/11/2020	RESIDENTIAL ADDITION Construct single story additions, includes interior alterations, a front covered porch and a rear deck.	6.80-65-14	24 PLAINVIEW AVE	MURTHA, ZACHARY & ERIKA	\$9140.00
2020-7034	6/11/2020	TANK Install two 120 gallon above ground LP gas storage tanks to power the new LP gas fired generator	6.20-4-74	19 REVERE RD	PREISSER, BERNHARD F & CHRI	\$20.00
2020-7035	6/11/2020	FIREPLACE/STOVE Replace an existing wood burning stove with a gas burning stove in the same location.	6.80-74-7	1 HIGH ST	LYONS, THOMAS & JANET	\$200.00
2020-7036	6/18/2020	RESIDENTIAL ALTERATI Replace the existing portico and concrete landing and stairs with a new portico and wood landing and stairs and install new roofing materials.	6.110-101-1	94 LINCOLN AVE	SCHIAPPACASSE, JOHN & WILC	\$580.00
2020-7037	6/18/2020	RESIDENTIAL ADDITION Construct a new landing and stairs with minor interior alteration.	6.80-78-30.5	45 EUCLID AVE	RODRIGUEZ, ILEANA RIVERA &	\$300.00
2020-7038	6/18/2020	RESIDENTIAL ALTERATI Interior alterations and kitchen renovation	6.70-44-8.2	4 FULLER AVE	ARCHER, ALEXANDRA	\$320.00
2020-7039	6/18/2020	DEMOLITION Interior demolition to prepare for the upcoming addition and renovations. The work is limited to the scope that is outlined in the architect's letter dated 6/16/20.	6.110-102-5	5 MC KINLEY PL	JIMENEZ, JESSICA M.	\$100.00
2020-7040	6/24/2020	SHED Construct a shed in the rear yard.	6.30-14-24	16 GLEN RD	FRANCIOSA, RICHARD & DONN	\$125.00
2020-7041	6/24/2020	PATIO Remove the existing patio and construct a larger patio in the rear yard	6.30-11-17	146 HUNTLEY DR	GHALEB, RAYMOND & MALEK,	\$100.00
2020-7042	6/24/2020	SIGN Replace the existing awning cover with a new awning cover with lettering.	6.50-34-9	715 SAW MILL RIVER RD	LOVE, SYLVIA TRUSTEE 50% &	\$80.00
2020-7043	6/24/2020	DECK/PORCH Remove the existing deck and construct a new deck in the side yard.	6.80-57-3	27 WESTERN DR	HAGER, EDWARD & MARSHA	\$400.00



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**MONTHLY BUILDING PERMIT REPORT TOTALS**

From: 6/1/2020 To: 6/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
DECK/PORCH	2	\$900.00
DEMOLITION	1	\$100.00
DRIVEWAY/CURB CUT	1	\$20.00
FENCE	2	\$280.00
FIREPLACE/STOVE	1	\$200.00
PATIO	1	\$100.00
RESIDENTIAL ADDITION	4	\$17780.00
RESIDENTIAL ALTERATION/RENOVATION	4	\$2700.00
RETAINING WALL	1	\$80.00
SHED	1	\$125.00
SIGN	1	\$80.00
SOLAR ELECTRIC SYSTEM	2	\$620.00
TANK	1	\$20.00
<b>Total Permits:</b>	<b>22</b>	<b>\$23,005.00</b>



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## MONTHLY PERMIT APPLICATION REPORT

From: 6/1/2020 To: 6/30/2020

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2020-042	6/1/2020	SOLAR ELECTRIC SYSTEM	6.50-21-24	SONG, CHANG & JUHUI	55 HEATHERDELL RD	11000.00	75.00
2020-043	6/4/2020	RESIDENTIAL ALTERATIO	6.80-75-14	STRAUSS, STEVEN (TRUST) B	39 PROSPECT AVE	20000.00	75.00
2020-044	6/4/2020	FENCE	6.110-96-4.2	JAMES, ANOJ	7 SHADY ROAD	2500.00	75.00
2020-045	6/4/2020	SHED	6.30-14-24	FRANCIOSA, RICHARD & DONN	16 GLEN RD	3500.00	
2020-046	6/4/2020	RESIDENTIAL ALTERATIO	6.60-38-30	MALKIN, JASON & DIANE	102 HUNTLEY DR	50000.00	75.00
2020-047	6/11/2020	TANK	6.20-4-74	PREISSER, BERNHARD F & CHRI	19 REVERE RD	976.00	75.00
2020-048	6/11/2020	FINISHED BASEMENT	6.100-93-18.2	BODDY, JULIAN & JESSICA	94 RIDGE RD	50000.00	75.00
2020-049	6/11/2020	SWIMMING POOL - IN GRO	6.60-38-73	GOODMAN, ROBERT & STEPHA	131 HEATHERDELL RD	34750.00	75.00
2020-050	6/11/2020	FIREPLACE/STOVE	6.80-74-7	LYONS, THOMAS & JANET	1 HIGH ST	10000.00	75.00
2020-051	6/11/2020	SIGN	6.50-34-9	LOVE, SYLVIA TRUSTEE 50% &	715 SAW MILL RIVER RD	3750.00	75.00
2020-052	6/11/2020	RESIDENTIAL ADDITION	6.110-102-5	JIMENEZ, JESSICA M.	5 MC KINLEY PL	250000.00	75.00
2020-053	6/12/2020	PATIO	6.30-11-17	GHALEB, RAYMOND & MALEK,	146 HUNTLEY DR	5000.00	75.00
2020-054	6/15/2020	SOLAR ELECTRIC SYSTEM	6.80-64-5	RUSSO, VINCENT & PROKO, ARI	20 GRANDVIEW AVE	18190.00	75.00
2020-055	6/15/2020	RESIDENTIAL ALTERATIO	6.70-44-8.2	ARCHER, ALEXANDRA	4 FULLER AVE	9000.00	75.00
2020-056	6/18/2020	DEMOLITION	6.110-102-5	JIMENEZ, JESSICA M.	5 MC KINLEY PL	4500.00	75.00
2020-057	6/18/2020	RESIDENTIAL ALTERATIO	6.80-64-11	TACON, JOHN & TRINIDAD	31 PLAINVIEW AVE	20000.00	150.00
2020-058	6/22/2020	RESIDENTIAL ALTERATIO	6.80-56-22.1	RIVERA-DIAZ, JUAN R	4 WESTERN DR	125000.00	75.00
2020-059	6/22/2020	TANK	6.70-44-1	COSCIA, ANTHONY	645 SAW MILL RIVER RD	1000.00	75.00
2020-060	6/22/2020	COMMERCIAL ALTERATIO	6.50-19-1	CORNERSTONE ARDSLEY LLC	800 SAW MILL RIVER RD	30000.00	
2020-061	6/24/2020	COMMERCIAL ALTERATIO	6.50-30-6	15-35 CENTER STREET LLC	15 CENTER ST	98250.00	75.00



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## MONTHLY PERMIT APPLICATION REPORT TOTALS

From: 6/1/2020 To: 6/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
COMMERCIAL ALTERATION/RENOVATION	2	\$75.00	\$128,250.00
DEMOLITION	1	\$75.00	\$4,500.00
FENCE	1	\$75.00	\$2,500.00
FINISHED BASEMENT	1	\$75.00	\$50,000.00
FIREPLACE/STOVE	1	\$75.00	\$10,000.00
PATIO	1	\$75.00	\$5,000.00
RESIDENTIAL ADDITION	1	\$75.00	\$250,000.00
RESIDENTIAL ALTERATION/RENOVATION	5	\$450.00	\$224,000.00
SHED	1	\$0.00	\$3,500.00
SIGN	1	\$75.00	\$3,750.00
SOLAR ELECTRIC SYSTEM	2	\$150.00	\$29,190.00
SWIMMING POOL - IN GROUND	1	\$75.00	\$34,750.00
TANK	2	\$150.00	\$1,976.00
<b>Total:</b>	<b>20</b>	<b>\$1,425.00</b>	<b>\$747,416.00</b>





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6/25/2020

## CERTIFICATE REPORT

From: 6/1/2020 To: 6/30/2020

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2020-5218	6/1/2020	CO	6.50-27-6	GOLDSTEIN, WILLIAM L	20 CAPTAIN HONEYWELLS RD	\$50.00
2020-5219	6/4/2020	CO	6.110-99-6	NANNA, ROBERT & EMI	60 PROSPECT AVE	\$45.00
2020-5220	6/4/2020	CO	6.80-55-40	GARRITY, WILLIAM & A	22 ORLANDO AVE	\$45.00
2020-5221	6/10/2020	CL	6.60-39-10	BASHI, EHSAN	8 WINDSONG RD	\$0.00
2020-5222	6/10/2020	CL	6.60-38-43	VERRINO, SCOTT	60 EASTERN DR	\$0.00
2020-5223	6/10/2020	CO	6.80-76-1	KUMAR, UTHAY & KANI	9 AUGUSTINE RD	\$45.00
2020-5224	6/10/2020	CC	6.80-73-9	NEKIFOROS, DONNA	2 PROSPECT AVE	\$15.00
2020-5225	6/10/2020	CO	6.80-73-9	NEKIFOROS, DONNA	2 PROSPECT AVE	\$15.00
2020-5226	6/24/2020	CO	6.50-31-2	CALDWELL, STEPHEN E	34 WESTERN DR	\$15.00
2020-5227	6/24/2020	CO	17.04-1157-.1	Randone Joseph	541 Ashford Ave	\$25.00

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### CERTIFICATE REPORT- TOTALS

From: 6/1/2020 To: 6/30/2020

Certificate Type	Count	Fees
CC	1	\$15.00
CL	2	\$0.00
CO	7	\$240.00
<b>Total: 10</b>		<b>\$255.00</b>



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6/25/2020

## MONTHLY PLUMBING PERMIT REPORT

From: 6/1/2020 To: 6/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2020-1711	6/1/2020	PLUMBING PERMIT	6.80-70-10	554 ASHFORD AVE	BLANCO, REINALDO L. & COL	\$75.00
P-2020-1712	6/11/2020	GAS	6.80-74-7	1 HIGH ST	LYONS, THOMAS & JANET	\$125.00
P-2020-1713	6/11/2020	HVAC	6.80-68-30	4 JOHNSON PL	ABRAMSON, VIRGINIA A	\$75.00



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

6/25/2020

## MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 6/1/2020 To: 6/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
GAS	1	\$125.00
HVAC	1	\$75.00
PLUMBING PERMIT	1	\$75.00
<b>Total Permits:</b>	<b>3</b>	<b>Total Fees: \$275.00</b>



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

6/25/2020

## MONTHLY ELECTRICAL PERMIT REPORT

From: 6/1/2020 To: 6/30/2020

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2020-1412	6/4/2020	ELECTRICAL PERMIT	6.90-87-8	18 ABINGTON AVE	\$75.00
E-2020-1413	6/4/2020	ELECTRICAL PERMIT	6.20-4-74	19 REVERE RD	\$75.00
E-2020-1414	6/4/2020	ELECTRICAL PERMIT	6.60-38-26	92 HILLTOP RD	\$75.00
E-2020-1415	6/11/2020	ELECTRICAL PERMIT	6.50-21-24	55 HEATHERDELL RD	\$75.00
E-2020-1416	6/24/2020	ELECTRICAL PERMIT	6.100-92-8	524 ALMENA AVE	\$75.00
E-2020-1417	6/24/2020	ELECTRICAL PERMIT	6.90-85-24	SPRAIN RD	\$75.00
E-2020-1418	6/24/2020	ELECTRICAL PERMIT	6.60-38-30	102 HUNTLEY DR	\$75.00



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

6/25/2020

## MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 6/1/2020 To: 6/30/2020

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
ELECTRICAL PERMIT	7	\$525.00
<b>Total Permits:</b>	<b>7</b>	<b>\$525.00</b>

# ARDSLEY FIRE DEPARTMENT

505 Ashford Avenue  
Ardsley, New York 10502

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



Office of the Fire Chief  
Division of Fire Prevention

# ARDSLEY FIRE DEPARTMENT

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



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

## TRAINING OFFICERS REPORT- JUNE 2020

### June 4th

Zoom Drill – Discussion on how to wear a mask, gloves and handle calls appropriately for Pandemic

**Training Hrs. 10.5, 21 Member's Present**

### June 11th

Zoom Drill – Discussion on new Hose stretches/ placement on apparatus

**Training Hrs. 11.5, 23 Member's Present**

### June 18th - Monthly

Zoom Drill – Discussion on Traffic Control and Radio Communication

**Training Hrs. 10.0, 20 Member's Present**

### June 25th

Members drilled on Hose stretching and Hydrant Hookups

**Training Hrs. 225.0, 10 Member's Present**

### **New York State Classes:**

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

Training 257.0 Hours

Inspection: 00.0 Hours

Maintenance: 00.0 Hours

New York State: 00:00 Hours

Online Training / McNeil & Company E-Learning: 06.0 Hours

Other Training: 00:00Hrs.

**Total: 257.0 Hours**

Respectfully Submitted,

Joan Podolski  
2nd Assistant Chief

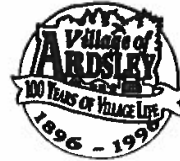




**POLICE DEPARTMENT**

**VILLAGE OF ARDSLEY**

*INCORPORATED 1896*



**Anthony D. Piccolino**

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

*Municipal Building  
507 Ashford Ave  
Ardsley NY 10502*

*WESTCHESTER COUNTY*

**Monthly Report June – 2020**

Property lost or stolen - \$	1,634.56
Property Recovered --- \$	
Court fines and fees --- \$	4,458.00
Alarm fines and fees --- \$	115.00
Meter collection ----- \$	658.35

Traffic Accidents -----	4
Arrests -----	6
Calls for service -----	216
Investigations -----	13
Impounded vehicles -----	4

UTT summonses issued ---	28
Parking summonses issued-	0
Appearance tickets issued —	6
Total summonses issued ----	34

**For monthly statistics, please see attached**

Respectfully submitted,

*Chief Anthony D. Piccolino*  
 Anthony D. Piccolino  
 Chief of police



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

INCORPORATED 1896



**Anthony D. Piccolino**

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

MUNICIPAL BUILDING  
507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

WESTCHESTER COUNTY

## JUNE EVENTS 2020

### Training

Total training for the month of June -----0 hrs

(Most training had been cancelled due to the pandemic)

### COMMUNITY POLICING

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

### Community information

On June 20<sup>th</sup> 2020 at 1:12am officers Roemer and Rovida assisted a young resident in delivering their first child. Congratulations to the young couple, the officers and the Ambulance corp. who rendered assistance in a professional manor.

### Coronavirus 2019

#### **. Prevention**

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

- Avoid close contact with people.
- Avoid touching your eyes, nose, and mouth.

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

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

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

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

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

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

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

# How to Protect Yourself & Others

**Older adults and people who have severe underlying medical conditions** like heart or lung disease or diabetes seem to be at higher risk for developing serious complications from COVID-19 illness. More information on [Are you at higher risk for serious illness](#).

## Know how it spreads

- There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).
- **The best way to prevent illness is to avoid being exposed to this virus.**
- The virus is thought to [spread mainly from person-to-person](#).
  - Between people who are in close contact with one another (within about 6 feet).
  - Through respiratory droplets produced when an infected person coughs, sneezes or talks.
  - These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.
  - Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

## Everyone Should

### Wash your hands often

- [Wash your hands](#) often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, **use a hand sanitizer that contains at least 60% alcohol**. Cover all surfaces of your hands and rub them together until they feel dry.
- **Avoid touching your eyes, nose, and mouth** with unwashed hands.

### Avoid close contact

- **Avoid close contact with people who are sick, even inside your home.** If possible, maintain 6 feet between the person who is sick and other household members.
- **Put distance between yourself and other people outside of your home.**
  - Remember that some people without symptoms may be able to spread virus.
  - [Stay at least 6 feet \(about 2 arms' length\) from other people.](#)

- Keeping distance from others is especially important for [people who are at higher risk of getting very sick](#).

Cover your mouth and nose with a cloth face cover when around others

- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a [cloth face cover](#) when they have to go out in public, for example to the grocery store or to pick up other necessities.
  - Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- The cloth face cover is meant to protect other people in case you are infected.
- Do NOT use a facemask meant for a healthcare worker.
- Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.

Cover coughs and sneezes

- **Always cover your mouth and nose** with a tissue when you cough or sneeze or use the inside of your elbow and do not spit.
- **Throw used tissues** in the trash.
- Immediately **wash your hands** with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

Clean and disinfect

- **Clean AND disinfect [frequently touched surfaces daily](#)**. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
- **If surfaces are dirty, clean them.** Use detergent or soap and water prior to disinfection.
- **Then, use a household disinfectant.** Most common [EPA-registered household disinfectant](#) [external icon](#) will work.

## Monitor Your Health

- **Be alert for symptoms.** Watch for fever, cough, shortness of breath, or other symptoms of COVID-19.
  - Especially important if you are running essential errands, going into the office or workplace, and in settings where it may be difficult to keep a physical distance of 6 feet.
- **Take your temperature** if symptoms develop.
  - Don't take your temperature within 30 minutes of exercising or after taking medications that could lower your temperature, like acetaminophen.
- Follow CDC guidance if symptoms develop.

**RESOLUTION APPROVING THE PERMIT TO CONVERT THE FORMER DUNKIN DONUTS AT 800 SAW MILL RIVER ROAD INTO A CARVEL ICE CREAM SHOP**


RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed permit to convert the former Dunkin' Donuts at 800 Saw Mill River Road into a Carvel Ice Cream Shop as presented by the applicant.

Subject to the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation and number of employees per shift should be identified/confirmed.
5. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
6. Any conditions the VB deems appropriate.
7. Any conditions the Village Attorney or Village Manager deem appropriate.

## MEMO

TO: Mayor Kaboolian  
Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: July 31, 2020

RE: Carvel, 800 Saw Mill River Road

As you know, Alexander Doong of Doonger Inc applied for a permit to convert the former Dunkin' Donuts at 800 SMRR into a Carvel ice cream shop. Mr. Doong owned the recently closed Carvel store at 666 SMRR and he intends to move to this new location.

The property is located in a B-1 Zoning District and VB approval is required for this project. It appears that five parking spaces are required for this business. Since the shopping center is vacant, parking is not an issue on the site at this time, but it may need to be addressed as more tenants are identified. The applicant provided a proposed floor plan which is attached.

Any approvals should contain the following conditions:

1. The applicant must provide plans for the remainder of the build-out showing full compliance with the NYS Building Code.
2. The applicant must obtain the required permits prior to commencing construction for the build-out.
3. The applicant must obtain a sign permit and BAR approval for all proposed signage.
4. The hours of operation and number of employees per shift should be should be identified/confirmed.
5. The business owner or property owner must install a key box (Knox Box) on the building in a location approved by the Ardsley Fire Chief.
6. Any conditions the VB deems appropriate.
7. Any conditions the Village Attorney or Village Manager deem appropriate.



**GENERAL NOTES**

THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY INCONSISTENCIES OR DISCREPANCIES BETWEEN THE DRAWINGS, SPECIFICATIONS AND FIELD CONDITIONS BEFORE COMMENCING ANY WORK AND REQUEST FURTHER CLARIFICATIONS. IF SUCH NOTICE IS NOT MADE AS HEREIN PROVIDED, THE GENERAL CONTRACTOR SHALL BE DEEMED TO HAVE FOUND SUCH DRAWINGS AND SPECIFICATIONS IN PROPER FORM BEFORE EXECUTION OF THE WORK.

ALL INTERIOR DIMENSIONS ARE GIVEN FROM FACE OF ROUGH PARTITION TO FACE OF ROUGH PARTITION, UNLESS OTHERWISE NOTED ON THE DRAWINGS. EXTERIOR DIMENSIONS ARE GIVEN FROM EDGE OF FRAMING. EXISTING CONSTRUCTION DIMENSIONS ARE TO FINISH MATERIALS. DO NOT SCALE FROM THE DRAWINGS. IF DIMENSIONS NEED CLARIFICATION, PLEASE NOTIFY THE ARCHITECT.

THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS

THE GENERAL NOTES, DRAWINGS AND SPECIFICATIONS ARE SUPPLIED TO ILLUSTRATE DESIGN AND THE GENERAL TYPE OF CONSTRUCTION DESIRED AND ARE INTENDED TO PRODUCE THE FINEST QUALITY OF CONSTRUCTION, MATERIAL AND WORKMANSHIP THROUGHOUT. THE GENERAL CONTRACTOR, UPON ACCEPTANCE OF THE DRAWINGS, ASSUMES FULL RESPONSIBILITY FOR THE CONSTRUCTION, MATERIALS AND WORKMANSHIP OF THE WORK DESCRIBED IN THESE NOTES AND DRAWINGS AND WILL BE EXPECTED TO COMPLY WITH THE SPIRIT AS WELL AS THE LETTER IN WHICH THEY ARE WRITTEN.

ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND NATIONAL LAWS, AND CODES APPLICABLE TO THE WORK. THE WORK SHALL NOT COMMENCE UNTIL PLANS HAVE BEEN ACCEPTED BY ALL DEPARTMENTS AND AGENCIES HAVING JURISDICTION. THE GENERAL CONTRACTOR SHALL FURNISH AN AMENDED CERTIFICATE OF OCCUPANCY TO THE OWNER UPON COMPLETION OF THE WORK.

NO NOTE, DETAIL OR LACK THEREOF SHALL BE CONSTRUED AS RELIEVING THE CONTRACTOR FROM EXECUTING ALL WORK IN ACCORDANCE WITH BUILDING CODES HAVING JURISDICTION.

THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS WORK.

**1. GENERAL REQUIREMENTS:**

BEFORE SUBMITTING A PROPOSAL, ALL CONTRACTORS SHALL VISIT THE PREMISES, FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS

THE GENERAL CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS AND SAMPLES OF ASSEMBLIES, EQUIPMENT, MATERIALS AND FINISHES TO THE ARCHITECT FOR ACCEPTANCE PRIOR TO FABRICATION AND OR INSTALLATION. THE FOLLOWING ITEMS ARE SPECIALTY REQUIREMENTS: MILLWORK, FABRICS, MISC. METAL CONSTRUCTION, SPECIALTY FINISHES, LAMINATES, TILES, SOLID SURFACES, FLOOR FINISHES, LIGHTING FIXTURES, PLUMBING FIXTURES, TOILET ACCESSORIES, AND HARDWARE.

NO SUBSTITUTIONS MAY BE MADE FOR ANY ITEMS SPECIFIED WITHOUT WRITTEN ACCEPTANCE BY THE ARCHITECT.

ALL WORK SHOWN ON THE DRAWINGS AND SPECIFICATIONS SHALL BE FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR UNLESS OTHERWISE NOTED. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK, INCLUDING THE WORK OF ALL OTHER CONTRACTORS AND THOSE ON SEPARATE CONTRACTS LET BY THE OWNER, TO ASSURE THAT ALL SCHEDULES ARE MET.

PRIOR TO BEGINNING THE WORK, THE GENERAL CONTRACTOR SHALL FURNISH A CALENDAR SHOWING THE CHRONOLOGICAL PROGRESSION OF ALL PHASES OF WORK. THIS SCHEDULE SHALL INDICATE ALL ORDERING LEAD TIMES FOR EACH PHASE, ITS START AND COMPLETION, WITH PROJECTED DATES. THE GENERAL CONTRACTOR WILL FURNISH REGULAR FIELD REPORTS TO THE ARCHITECT INDICATING THE PROGRESS OF WORK.

THE GENERAL CONTRACTOR SHALL TAKE NOTE THAT ANY COST CAUSED BY DEFECTIVE OR ILL-TIMED WORK, IMPROPER SCHEDULING OR DELINQUENT ORDERING SHALL BE BORNE BY THE GENERAL CONTRACTOR.

THE GENERAL CONTRACTOR SHALL HAVE THE OVERALL RESPONSIBILITY FOR THE PROCUREMENT, INSTALLATION AND TESTING OF ALL SYSTEMS, INCLUDING, BUT NOT LIMITED TO, PLUMBING, HVAC, SMOKE DETECTION, ETC. AS REQUIRED BY LOCAL INSPECTING AUTHORITIES OR THE OWNER'S ENGINEER. THIS SHALL INCLUDE SECURING OF SIGN-OFFS AND APPROVALS FOR SYSTEMS TESTED.

CONTRACTOR SHALL PROVIDE ALL THE NECESSARY SUPPORT, BRACING AND SHORING ETC TEMPORARY AND/OR PERMANENT AS REQUIRED FOR THE SAFE INSTALLATION OF NEW CONSTRUCTION.

THE OWNER OR THE ARCHITECT MAY ORDER EXTRA WORK OR MAKE CHANGES BY ALTERING, ADDING, OR DEDUCTING FROM THE ORIGINAL SCOPE OF WORK, THE CONTRACT SUM BEING ADJUSTED ACCORDINGLY. CLAIM FOR EXTENSIONS OF TIME CAUSED THEREBY SHALL BE ADJUSTED AT THE TIME OF ORDERING SUCH CHANGE.

ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED ACCORDING TO THEIR MANUFACTURERS' SPECIFICATIONS.

THE GENERAL CONTRACTOR SHALL DO ALL CUTTING, FITTING OR PATCHING OF WORK THAT MAY BE REQUIRED TO MAKE ALL PARTS COME TOGETHER PROPERLY. THIS INCLUDES THE WORK OF SUB-CONTRACTORS AND OF THOSE HIRED SEPARATELY BY THE OWNER. THE GENERAL CONTRACTOR SHALL SURVEY ALL EXISTING FINISHED SURFACES, INCLUDING INSIDE AND OUTSIDE CORNER BEADS STOPS, TO REPAIR ALL CHIPS, CRACKS, DENTS AND HOLES TO PROVIDE A NEW, FIRST CLASS FINISHED INSTALLATION.

THE GENERAL CONTRACTOR SHALL EXAMINE THE CONSTRUCTION AFTER COMPLETION OF THE WORK BY ALL TRADES, AND PROVIDE NECESSARY REPAIRS, TOUCHUPS AND PAINTING.

ALL FINISHES INSTALLED BY THE GENERAL CONTRACTOR, SUBCONTRACTORS, OR THOSE INSTALLED BY THE OWNER IN ADDITION TO BEING AMPLY PROTECTED THROUGHOUT THE PERIOD OF CONSTRUCTION, SHALL BE THOROUGHLY CLEANED PRIOR TO BEING TURNED OVER TO THE OWNER.

THE GENERAL CONTRACTOR AGREES TO PAY TRANSPORTATION CHARGES ON ALL MATERIAL OR EQUIPMENT TO THE POINT OF USE, AND SHALL BE RESPONSIBLE FOR UNLOADING, CHECKING AND STORING OF SAME IN CONNECTION WITH THIS CONTRACT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING HOISTING FACILITIES FOR HANDLING MATERIALS AND COST OF SAME SHALL BE INCLUDED IN THE PROPOSAL UNLESS SPECIFICALLY NOTED OTHERWISE.

ENSURE SURFACES TO RECEIVE FINISHES ARE CLEAN, TRUE, AND FREE OF IRREGULARITIES. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

REPAIR EXISTING SURFACES TO REMAIN AS REQUIRED FOR APPLICATION OF NEW FINISHES.

**2. DEMOLITION, EXCAVATION:**

THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS AS REQUIRED TO COMPLETE DEMOLITION AND REMOVAL OF ALL ITEMS INDICATED ON THE DRAWINGS OR IN NOTES AND SPECIFICATIONS.

ALL WORK DEMOLISHED SHALL BE REMOVED FROM THE PREMISES, EXCEPT ITEMS DESIGNATED TO BE REUSED OR OTHERWISE DIRECTED.

**3. CONCRETE**

ALL CONCRETE FOOTINGS FOUNDATIONS AND SLABS TO BE 3000 PSI AIR ENTRAINED

ANCHOR BOLTS TO BE 1/2" DIAMETER X 16" LONG PLACED 4'-0" O.C. AND AT A MINIMUM OF 12" FROM ENDS OF WALL.

**4. MASONRY:**

U.O.N. NEW FOUNDATION WALLS TO BE 10" CMU (SEE PLANS)

**6. WOOD & PLASTICS**

ALL ROUGH FRAMING LUMBER TO BE DOUGLAS FIR-LARCH #3 OR BETTER

DOUBLE JOISTS UNDER ALL PARTITIONS PARALLEL TO FRAMING

DOUBLE FLOOR JOISTS UNDER BATHROOMS

ALL JOISTS TO HAVE CROSS BRIDGING OR SOLID BLOCKING SPACED AT 8'-0" O.C. MAX.

PROVIDE SOLID FIRE BLOCKING IN ALL WALLS IN ACCORDANCE WITH N.Y.S. BUILDING CODE

U.O.N. SUBFLOOR SHALL BE 3/4" T & G PLYWOOD

U.O.N. EXTERIOR WALL AND ROOF SHEATHING TO BE 1/2" CDX PLYWOOD OR OSB

**7. THERMAL & MOISTURE PROTECTION**

PROVIDE TYVEK BUILDING WRAP AT ALL EXTERIOR WALLS

FLASHING TO BE 24 GA ALUMINUM. SEE PLANS FOR LOCATIONS

ALL SILICONE SEALANT JOINTS TO BE DESIGNED ACCORDING TO MOVEMENT CAPABILITY OF SEALANT. USE POLYETHYLENE BACKER ROD OR BOND BREAKER TAPE, AS REQUIRED, TO KEEP JOINT THICKNESS TO PROPER SIZE. INSTALL ALL SEALANTS ACCORDING TO MANUFACTURERS' INSTRUCTIONS.

FIBERGLASS BATT INSULATION TO BE INSTALLED IN WALL, FLOOR AND CEILING CAVITIES AS INDICATED ON PLANS. CUT INSULATION TO FIT INTO IRREGULAR SHAPED VOIDS. DO NOT COMPRESS INSULATION

**8. DOORS, WINDOWS**

(SEE DOOR AND WINDOW SCHEDULE)

**9. FINISHES**

U.O.N. GYPSUM WALLBOARD SHALL BE 5/8" THICK. USE 5/8" TYPE "X" AT GARAGE WALLS AND CEILING AS INDICATED ON PLANS. ALL WE AREAS USE MOISTURE RESISTANT GWB, SHOWER WALLS, TUB/SHOWER WALLS & TUB PLATFORMS USE WONDERBOARD. FASTEN TO STRUCTURE W/ CONSTRUCTION ADHESIVE & SCREWS. TAPE AND SPACKLE ALL JOINTS (3 COATS AS REQ.)

UNLESS OTHERWISE NOTED, ALL GYPSUM BOARD WALLS, SOFFITS, CEILING, FASCIAS, AND COLUMN ENCLOSURES SHALL BE PAINTED WITH LATEX PAINT BY ROLLERS, ONE PRIME COAT AND TWO FINISH COATS

THE GENERAL CONTRACTOR SHALL UPON COMPLETION REMOVE ALL PAINT FROM WHERE IT HAS SPILLED OR SPLASHED ON SURFACES INCLUDING: LIGHTING FIXTURES, DIFFUSERS, SLAB FITTINGS, BASEBOARDS, WINDOW SASH AND FRAMES, DOORS AND DOOR FRAMES, CEILING TILES, FLOORING ETC. THE CONTRACTOR SHALL REMOVE ALL ELECTRICAL SWITCH PLATES, OUTLETS, DATA AND TELEPHONE PLATES PRIOR TO PAINTING AND WALL COVERING. PROTECT AND REPLACE SAME WHEN PAINTING IS COMPLETED.

**10. MECHANICAL**

THE PLUMBING CONTRACTOR SHALL:

a) INSTALL ALL WORK IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL AND NATIONAL CODES AND ANY GOVERNING UTILITY COMPANIES OR AUTHORITIES HAVING JURISDICTION OVER THE WORK.

b) FURNISH ALL WORK IN ACCORDANCE WITH MANUFACTURERS' SPECIFICATIONS;

c) FURNISH ALL VALVES AS INDICATED ON THE DRAWINGS OR AS MAY BE REQUIRED FOR THE PROPER CONTROL OF THE VARIOUS APPARATUS AND PIPE LINES;

d) FURNISH VALVES DESIGNED FOR REPAIR WHEN WIDE OPEN UNDER PRESSURE;

e) TEST ALL PIPING BEFORE IT IS COVERED UP OR BUILT-IN;

f) PROVIDE ALL PERMITS, PAY ALL FEES AND PROVIDE ALL NECESSARY TESTS FOR OBTAINING PLUMBING APPROVAL.

HORIZONTAL PIPING SHALL BE SUPPORTED AT MAX INTERVALS OF 10'-0" HANGER SHALL BE MADE OF HEAVY PATTERN AND SHALL BE SECURELY ATTACHED TO THE BUILDING CONSTRUCTION.

**11. ELECTRICAL**

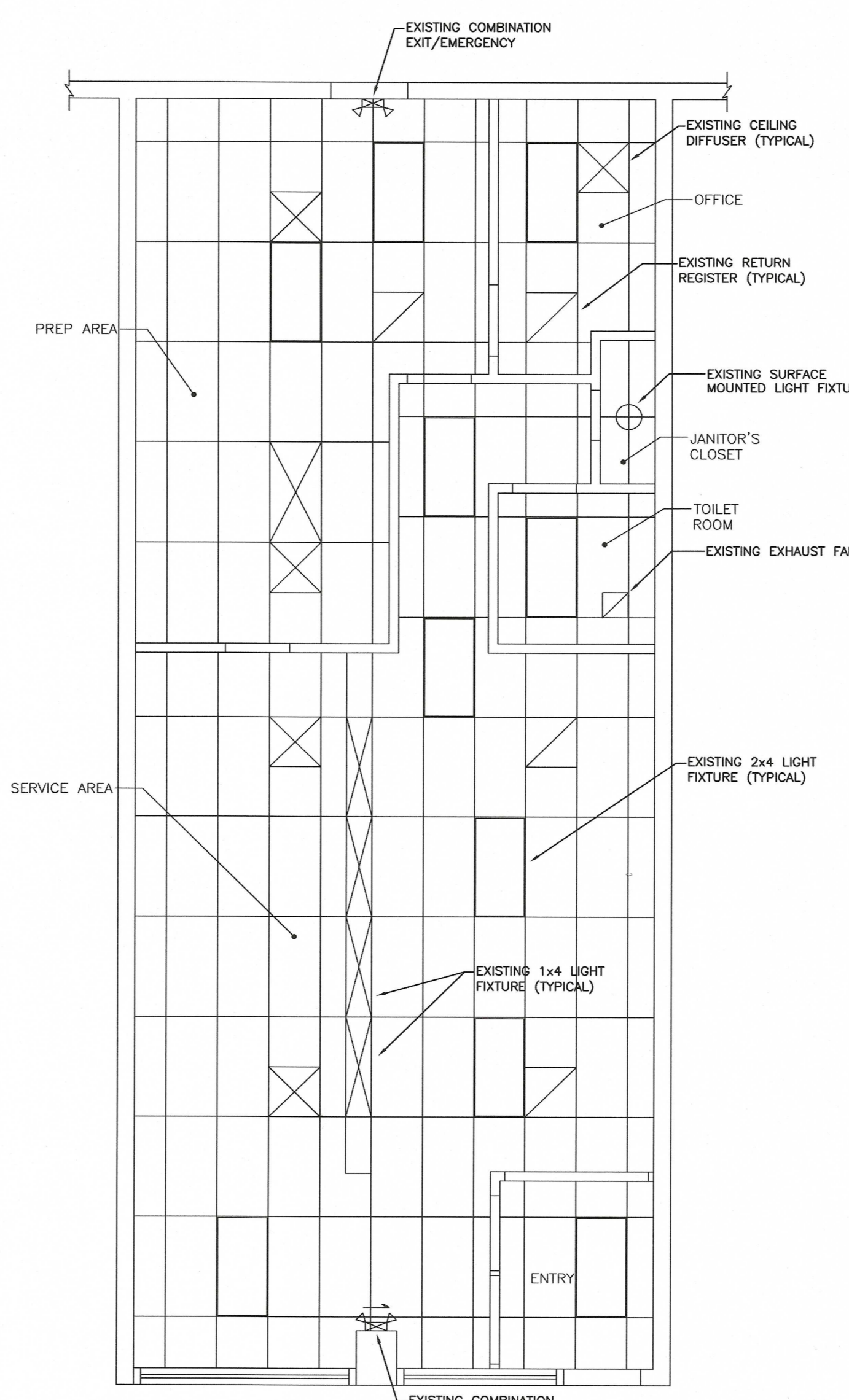
THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL LIGHTING FIXTURES AND NECESSARY ELECTRICAL WORK AS SHOWN ON THE DRAWINGS AND/OR NOTED IN THE SPECIFICATIONS.

INSTALL OUTLETS ON OPPOSITE SIDES OF PARTITIONS IN SEPARATE STUD CAVITIES. DO NOT INSTALL BACK-TO-BACK.

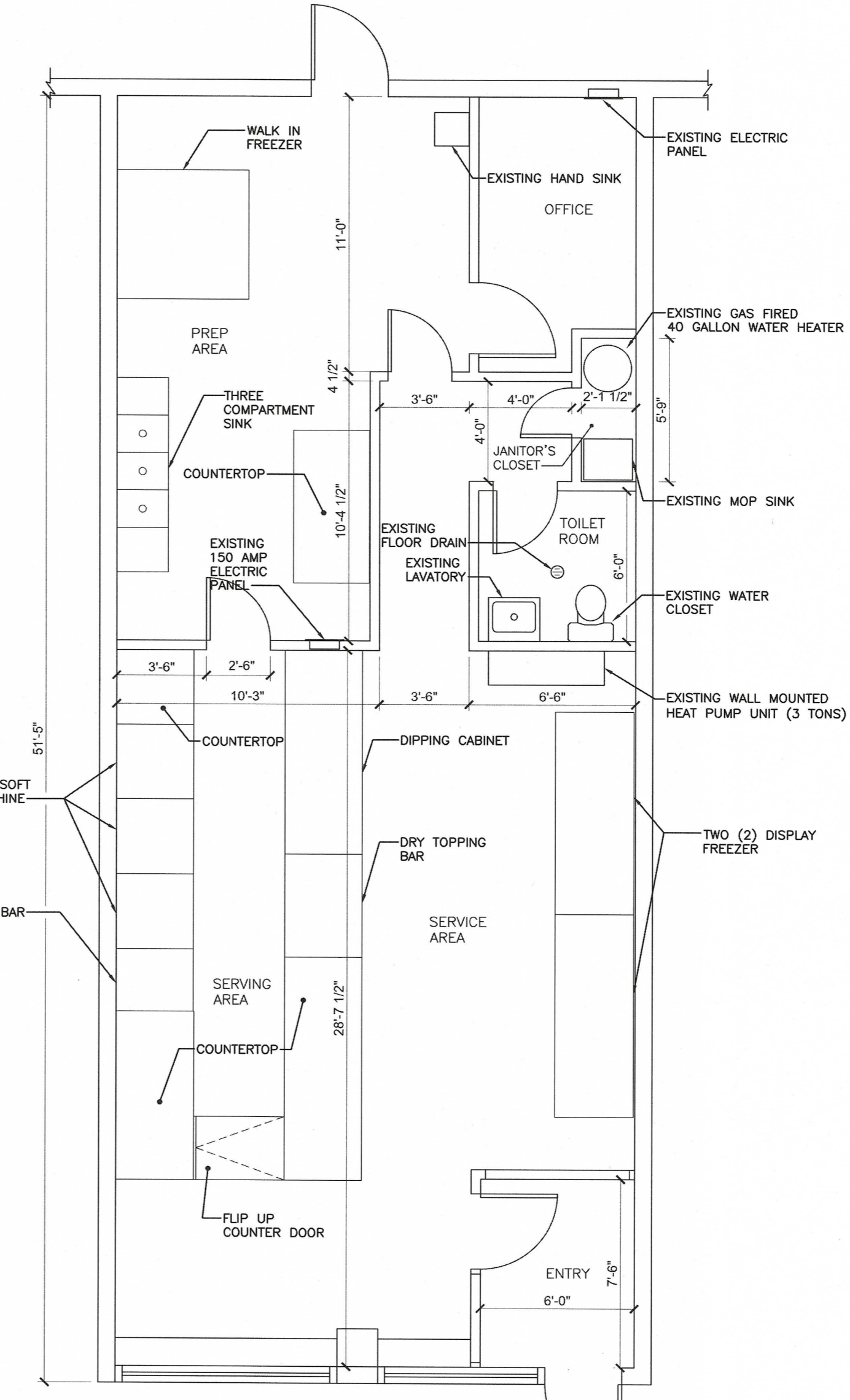
PROVIDE MATCHING COVER PLATES, RECEPTACLES AND RELATED ITEMS. PROVIDE ONE-PIECE TYPE GANG COVER PLATES UNLESS OTHERWISE NOTED.

ALL TELEPHONE WORK IS TO BE COORDINATED WITH THE OWNER'S TELEPHONE COMPANY.

PROVIDE MINIMUM 50 CFM EXHAUST FAN AT ALL BATHROOMS WITH NO NATURAL VENTILATION



**2** EXISTING REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"  
NORTH

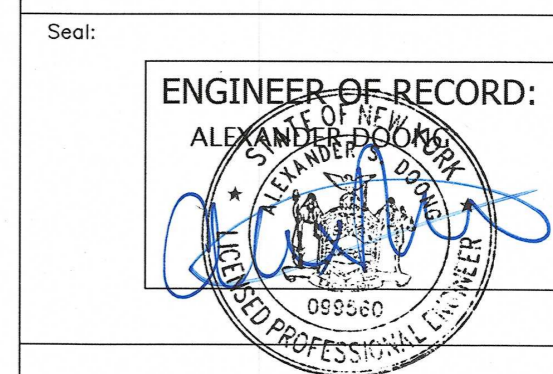


**1** EXISTING FLOOR PLAN-PROPOSED LAYOUT  
SCALE: 1/4" = 1'-0"  
NORTH

**NOTES:**

- THIS IS A PROPOSED INTERIOR REPAIRS/REPLACEMENT TO THE EXISTING VACANT SUITE LOCATED AT 800 SAW MILL RIVER ROAD (FORMER DUNKIN DONUTS), BUILDING AREA COVERAGE, STORIES, HEIGHT AND SETBACKS WILL NOT BE AFFECTED.
- INDOOR CUSTOMER SEATING WILL NOT BE PROVIDED IN PROPOSED STORE
- EXISTING FLOOR PLAN AND RCP AS PER APPROVED DRAWINGS DATED JANUARY 18, 1998
- EXISTING SPRINKLER HEADS AND SMOKE DETECTORS SERVING SPACE TO REMAIN
- EXISTING 2x4 ACT TILES TO BE REPLACED WITH NEW 2x4 ACT TILES. EXISTING CEILING GRID TO REMAIN

Project  
**PROPOSED ICE CREAM STORE**  
800 SAW MILL RIVER ROAD, SUITE 2  
ARDSLEY, NY



Revisions	No.	Date	Comments
	1	--/--	--

Drawing Title  
**ARCHITECTURAL CONSTRUCTION PLAN, REFLECTED CEILING PLAN**

Scale: AS NOTED  
Drawing No.  
Drawn by: L.Y.  
Checked by: A.D.  
Date: 06/03/2020  
Job No:

**A-1**

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW ARTICLE 145 B 7209, PARAGRAPH 2, ENACTED JULY 31, 1973, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM IS ALTERED BY A LICENSED PROFESSIONAL ENGINEER, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF SUCH ALTERATION.

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR THE REPOSITORY INTEGRATED CRIMINALISTIC INFORMATION SYSTEM (“RICI SYSTEM”)**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with Westchester County for the Repository Integrated Crimanalistic Information System (“Rici System”) at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, New York 10601.

**INTER-MUNICIPAL AGREEMENT**

**AGREEMENT**, made \_\_\_\_\_, 20\_\_ by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

**THE VILLAGE OF ARDSLEY**, a municipal corporation of the State of New York, acting by and through the Village of Ardsley Police Department, having an office and place of business at 507 Ashford Avenue, Ardsley, New York 10502

(hereinafter referred to as the "Municipality")

**WHEREAS**, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information;

and

**WHEREAS**, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data;

and

**WHEREAS**, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

**WHEREAS**, the Municipality is desirous of obtaining access to the RICl System and receiving supplemental computer services from the County; and

**WHEREAS**, the County agrees to provide such services upon the terms described below.

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

**FIRST:** The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICl System.

"Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

(f) That all Municipality records maintained on the RICI System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

**SECOND:** The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICI System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RICI System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICI System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICI System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

**THIRD:** The Municipality agrees

(i) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

**FOURTH:** The term of this Agreement will commence May 1<sup>st</sup>, 2020 and terminate April 30th, 2025 ,unless terminated earlier as provided herein.

**FIFTH:** Either party may cancel this Agreement on thirty (30) days written notice to the other party.



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

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

To The County:

Thomas A. Gleason  
Acting Commissioner - Sheriff of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

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

To The Municipality:

Village of Ardsley  
507 Ashford Avenue  
Ardsley, New York 10502.

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

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

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

**TENTH:** Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

**ELEVENTH:** The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

**IN WITNESS WHEREOF**, the County and the Municipality have executed  
this Agreement in triplicate:

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Thomas A. Gleason  
Acting Commissioner-Sheriff  
Department of Public Safety

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village of Ardsley

Approved by the Board of Legislators of the County of Westchester on March 12, 2018  
by Act No. 2018-22.

Approved by the Board of Acquisition and Contract of the County of Westchester on the  
29th day of March, 2018.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
S:\Con\CARP\DPS\RICI IMA 2018

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )

  ) ss.:

COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

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

**CERTIFICATE OF AUTHORITY**

(Municipality)

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

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

\_\_\_\_\_  
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

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

named in the foregoing agreement; that \_\_\_\_\_,  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality, and that said  
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its  
\_\_\_\_\_, thereunto duly authorized and  
(Town Board, Village Board, City Council)

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

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

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Municipality)  
the municipal corporation described in and which executed the within instrument.

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

**SCHEDULE "B"**

**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

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

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

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

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

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

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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



**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AN  
AGREEMENT WITH LEADERS2C, LLC  
FOR IMPLICIT BIAS TRAINING**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Leaders2C, LLC located at 215 Brooke Avenue, Unit 801, Norfolk, VA 23510 for Implicit Bias Training effective July 27, 2020.

## Workshop Outline: Leading with Values, Not Bias

Session 1. Leading with Values, Not Bias	
8:15	Technology Check
8:30	Welcome – Purpose & Background
8:35	<b>Preparing for Conversation</b>
	Introductions
	Comfort with Uncomfortable Conversations
	Ground Rules
9:00	<b>Module 1. System 1 &amp; System 2 Thinking</b>
9:30	Exercise
10:00	BREAK
10:15	<b>Module 2. Implicit Biases &amp; Stereotypes</b>
10:25	Exercise
10:50	Chat Room Observations & Break
11:10	<b>Module 3. Microaggressions &amp; Systemic Discrimination</b>
11:35	Questions, Comments, & Survey
Noon	Adjourn

Session 2. Leading with Values, Not Bias -- Tentative	
8:15	Technology Check
8:30	Welcome & Review
8:35	<b>Reflections from Session 1</b>
9:00	<b>Module 4. Racial History of the U.S.</b> Slavery & The Civil War Reconstruction & Jim Crow Civil Rights & Mass Incarceration Colorblind Racism & Blacklivesmatter
10:00	Break
10:15	<b>Module 5. Identity Mapping – Understanding our Unique Worldviews</b>
11:10	<b>Module 6. Promoting Equity</b> Individual Actions Organizational Actions Community Actions
11:40	Questions, Comments, & Survey
Noon	Adjourn

Available Dates & Times – Submit to Change by Mutual Agreement		
	Part 1 8:30 a.m. to Noon	Part 2 8:30 a.m. to Noon
Workshop 1	July 27	July 28
Workshop 2	July 30	July 31
Workshop 3	August 13	August 14
Workshop 4	August 17	August 18

### **Workshop Purpose**

We are living in a time of major social change, perhaps the most fundamental changes since the Civil Rights Movement of the 1960s. The movement is led by young people who have had more exposure to diversity than previous generations. The movement is spread through a network of social media that has an unprecedented, real-time reach.

In the 1960s, people were spurred into action by the unacceptable horror of scenes such as police unleashing dogs and fire hoses on peaceful children in Birmingham, Alabama, and state troopers attacking peaceful marchers on the Pettus Bridge in Selma, Alabama.

In the 2020s, people are spurred to action by the videos of George Floyd having the life choked out of him by a nonchalant Minneapolis, Minnesota police officer while other officers watched complicity despite bystanders pleading for the murder to stop.

The vigilante killing of Ahmaud Arbery in Glynn County, Georgia, the death of Breonna Taylor by police invading her home in Louisville, Kentucky, and others have provided the disturbing stories and images that conflict with articulated values. They combine with a history of justice delayed or justice denied.

This workshop is based on the premise that most people believe in fairness and justice. It is rooted in the shared values of unalienable rights as reframed over the past two and half centuries to be inclusive of all people. Yet, despite these shared values of equality, life, liberty, and happiness, there exist continuing inequities among different populations such that these fundamental rights are not a reality for all.

There are inequities in income, health care, educational attainment, wealth, employment, incarceration, and voter disenfranchisement among others. Most profoundly, the disproportional deaths from COVID-19 and from local police expose disturbing inequities in the most valued right: life itself.

While many variables contribute to societal inequities, a core variable is bias. For much of the U.S. history, biases were enshrined in laws and policies of the country, the various states, and local governments. Laws and policies were explicit in their discriminatory intent. We have seen progress over the years as we strive to create a "more perfect union." Sometimes, however, the progress is with a step forward and then another one back.

This history of structural bias and discrimination has left a legacy that affects people today even when our explicit values support diversity, inclusion, and equity. It is the legacy that sustains the social inequities around us, about which we are often oblivious.

Is change possible? Yes, absolutely.

The first step in the change process is gaining awareness and knowledge, which is the purpose of this workshop.

### **Learning Objectives**

1. Understand and recognize cognitive biases as products of System 1 thinking.
2. Recognize stereotypes, microaggressions, and discrimination.
3. See the impacts of systemic inequity.
4. Recognize how discrimination has been a constant theme in U.S. history.
5. Understand our own identities & biases.
6. Develop equity plans for individuals, organizations, and communities.

## Presenter's Bio



### **Ron Carlee, D.P.A.**

Principal, Leaders2C, LLC  
Assistant Professor, School of Public Service  
Old Dominion University, Strome College of Business  
Norfolk, Virginia

After a career as a local government executive, Dr. Carlee now works in academia, fulfilling his commitment to recruit and train the next generation of government leaders and to provide support to current government professionals. He provides classroom instruction and conducts workshops for governments and professional associations, nationally and internationally.

Dr. Carlee's work is informed by his executive experiences as City Manager in Charlotte, North Carolina, Chief Operating Officer for the International City/County Management Association (ICMA), and as County Manager for Arlington, Virginia.

Dr. Carlee is a Fellow in the National Academy of Public Administration and holds a Doctorate in Public Administration. He is a full-time faculty member at Old Dominion University and conducts workshops for the Center for Excellence in Public Leadership at George Washington University, Washington, DC. He previously taught in the public administration and public policy programs at GWU.

#### **Academic Classes - Old Dominion University. Dr. Carlee teaches the following graduate courses:**

- Institutional Racism
- Ethics
- Local Government Management
- Public Budgeting and Finance
- Public Personnel Administration
- Administrative Theory

#### **Workshops & Presentations for Government Professionals and Community Leaders**

##### **Implicit Bias Training (2018 – 2020)**

- Ohio City-County Management Association
- Office of the Attorney General, Commonwealth of Virginia
- Virginia Association of Local Human Services Officials
- Colorado City-County Management Association
- IPMA-HR, Virginia Chapter
- ICMA 2019 Regional Conferences (five locations across the U.S.)
- ICMA Annual Conference
- The City of Alexandria
- AlexRenew

##### **Other Professional Development Training Offered (2018-2020)**

- Agile Principles in COVID-19 Business Recovery, webinar for the Economic Development Alliance of Hampton Roads, Virginia
- Agile Principles to Drive Efficiency and Effectiveness -- workshops for the City of Norfolk, Virginia
- NIMBYism, Toyo University, PPP Forum, Tokyo, Japan
- Leadership in Crisis Management, ICMA & Virginia Municipal League
- Defending Democracy: League of Women Voters – Virginia Conference

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

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2019/2020 Village Budget by transferring \$205,661.45

**FROM LINE ITEMS:**

001.9030.0802 Social Security	35,648.96
001.1990.0400 Contingency	132,000.00
001.1964.0462 Certiorari	38,012.49

**TO LINE ITEMS:**

001.1325.0100 Personnel Services Regular	12,800.00
001.1325.0110 Acct Clerk/Sr. Acct Clerk	5,550.07
001.1410.0100 Personnel Services Regular	2,818.56
001.1620.0431 Telephone	4,103.60
001.1989.0400 Contractual	76.51
001.3410.0270 Tools and Operating Equip	9,400.22
001.8560.0415 Tree Maintenance	900.00
001.3120.0101 Personal Services	138,052.61
001.7185.0452 Bldg. Maintenance	31,959.88

**RESOLUTION AUTHORIZING VILLAGE MANAGER TO SIGN AN AGREEMENT WITH  
AYOOLA OBI-TENNIS PROFESSIONAL- FOR TENNIS LESSONS**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Ayoola Obi, Tennis Professional, located at 285 East 199 Street, Apt 4C, Bronx, NY 10458 for Tennis Lessons offered through the Ardsley Parks & Recreation Department effective immediately .



**PROGRAM AGREEMENT**

AYOOLA OBI  
Name of Contractor

PRIVATE TENNIS LESSONS  
Name of Program

8/3/2020  
Date of Agreement

\*\*\*\*\*

This is an Agreement for recreational services by and between the Village of Ardsley, a New York municipal corporation with offices at Village Hall, 507 Ashford Ave., Ardsley, New York 10502 (“Village”), and Ayoola Obi, with offices at 285 East 199 Street, Apt. 4C, Bronx, NY 10458 (“Contractor”).

The Contractor hereby agrees to provide the following services to the Village of Ardsley Department of Parks & Recreation as an Independent Contractor for the above named program (the “Program”) as set forth below.

***THE CONTRACTOR AGREES TO:***

1. The Contractor shall conduct the Program which shall be open to all Ardsley residents who register as part of the Ardsley Recreation Department program offerings for a period as specified below.

Enter all Program details here or on a separate sheet to be attached hereto and made a part hereof: Individual and group tennis lessons for ages 5 years and older

2. **Contractors’ Program Obligations.** In connection with the said Program, the Contractor shall be responsible to:

- a. Provide all necessary equipment in order to run the Program for all registrants.
- b. In the event of a cancellation due to inclement weather (snow, rain etc.), the missed Program session will be made up at the end of the Program and the Recreation Department must be informed of all arrangements and changes in scheduling as soon as possible.
- c. Notify the Recreation Department in case of cancellations:
  - i. for inclement weather, one (1) hour prior to the start of the Program.
  - ii. for personal reasons, twenty four (24) hours prior to the start of the Program.
- d. Notify the Police Department, Fire Department or Ambulance Corps in case of any emergency needing their attention in addition to informing the Recreation Department as soon as possible the details of the emergency. In any case a

participant obtains an injury through participation in this Program, an injury report **MUST** be submitted to the Recreation Supervisor overseeing the Program within twenty-four (24) hours.

- e. Maintain accurate attendance records which must be submitted to the Recreation Supervisor overseeing the Program UPON completion of the Program. Contractor will not be paid until attendance records are submitted.
  - f. Maintain full control of each and every session.
  - g. No additional or substitute personnel shall be allowed to perform the duties of the Contractor without express approval of the Village Manager.
3. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Village, its officials, agents and employees or any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor's obligation to indemnify the Village, its officials, agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor.
4. **Insurance.** Contractor shall maintain, at its expense, Workers' Compensation Insurance, liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Policies for that insurance shall be in the broad form available on usual commercial terms and shall be written by state admitted insurers AM best rating A-XII or better who have been fully informed as to the nature of the Services. Except for Workers' Compensation and professional liability insurance, if any, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Contractor and not of the Village. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Village for all losses, damages, claims, or expenses resulting from risks that are commercially insurable, but Contractor's



provision of insurance coverage shall not in any way limit Contractor's liability under this Agreement.

<b><u>Type of Coverage</u></b>	<b><u>Limits of Coverage</u></b>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Automobile Liability, including bodily injury property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Excess or Umbrella	\$3,000,000

The Contractor hereby agrees to indemnify and hold the Village, its officers, agents, officials, employees, and volunteers performing authorized tasks on behalf of the Village, harmless from and against any and all liability, damage, claims, demands, costs, judgments, fees, including all expenses, reasonable attorneys' fees, of any nature and description whatsoever resulting, directly or indirectly, or arising out of the award of this contract, or the procedures leading thereto, for any act or omission of the Village or the Contractor, or their respective agents, employees, representatives, or subcontractors.

In addition, Contractor agrees that in the event of a demand, claim, cause of action, suit or liability against the Village, to provide the Village, its officers, agents, employees, and volunteers performing authorized tasks on behalf of the Village, a defense and defend any such demand, claim, cause of action, suit or liability arising, directly or indirectly, under this agreement at no cost or expense to the Village.

In the event of any action commenced against the Village, or its officers, agents, volunteers performing authorized tasks, or employees, which is within the scope of this section, the Village will promptly give notice thereof to the Contractor, and the Contractor will have the right to select and furnish counsel for the defense of any such action, provided such counsel has no conflict of interest with the Village and is otherwise acceptable to the Village, which acceptance shall not be unreasonably withheld, at no cost or expense to the Village. The Village agrees to cooperate with the Contractor as reasonably required for the defense of any such action.

The parties acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Village with respect to the Village's

interests and that such insurance shall not be cancelled, materially changed, or not renewed for any reason, including non-payment of premium, without 30 days prior written notice to the Village. The Village shall have the option to pay any necessary premiums and charge the cost back to Contractor.

Simultaneously with the execution of this Agreement, Contractor shall deliver Certificates of Insurance to the Village evidencing Contractor's compliance with these requirements.

5. **Contract Documents.** All contract documents must be completed and returned to the Village Manager's Office, Village Hall, 507 Ashford Avenue, Ardsley, NY 10502 prior to the start of the Program.
6. **Performance of Services.** In performing the Services and incurring expenses under this Agreement, Contractor shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Village. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the Services, shall have complete charge and responsibility for Contractor's personnel engaged in the performance of the Services, and whenever possible shall use its own equipment and facilities.
7. **Contractor Status.** It is hereby mutually acknowledged and agreed that the Contractor is engaged and employed as an independent contractor. As an independent contractor, the Contractor agrees to be responsible for all damage, loss or injury to persons or property that may arise, directly or indirectly, as a result of this agreement. Contractor agrees, on behalf of itself and all contractors' officers, agents and employees, not to represent to any person or entity that Contractor is an employee or is acting as an agent on behalf of the Village.
8. **Consideration.** In exchange for the services referred to in item 1, above, the Village agrees to pay Contractor as set forth below upon receipt of vouchers in the form prescribed by the Village, after approval by the Village Treasurer and on the terms and conditions set forth herein in exchange for Contractor performing the tasks outlined above, and more fully set forth below, as follows: 80% of the enrollment fee per child for each class.

In exchange for the services referred to in item 1, above, the Village agrees to pay Contractor as set forth below upon receipt of vouchers in the form prescribed by the Village, after approval by the Village Treasurer and on the terms and conditions set forth herein in exchange for Contractor performing the tasks outlined above, and more fully set forth below, as follows: 80% of the enrollment fee per child for each class.

For all services rendered pursuant to this Agreement, the Contractor shall be entitled to compensation as stated above. Only after verification of enrollment numbers has been conducted by the Recreation Supervisor and/or the Village Manager will the Contractor

be paid this portion.

Contractor and the Village expressly acknowledge and agree that the Village shall not be responsible to any vendor or subcontractor that the Contractor retains, or who acts on behalf of the Contractor, for the purpose of fulfilling the terms of this Agreement.

Contractor acknowledges and agrees to hold the Village harmless for any amount over, above and beyond that specified by this Agreement.

The Village and the Contractor acknowledge and agree that the Village's obligation to make payments as outlined herein is conditioned upon compliance by the Contractor with all of the terms and conditions contained in this Agreement.

The Village and the Contractor acknowledge and agree that, notwithstanding the provisions of General Municipal Law §106-b, no interest shall be paid on any claim or voucher.

The Contractor agrees to file claims for all payments on a timely basis in accordance with procedures promulgated by the Village. The Contractor agrees to be solely responsible for any expenditure over or beyond that specifically agreed herein, or any improper expenditure, and the Village will not be responsible for any such expenditure. Any funds forwarded or advanced by the Village and not expended, or committed to be spent, by the Contractor will, at the expiration of this Agreement, be returned to the Village. Any equipment purchased with funds provided under this Agreement shall be Village property.

9. **TERM and TERMINATION.** The term of this contract between the Village and Contractor shall commence on August 3, 2020 and terminate on August 2, 2021. The parties acknowledge and agree that time is of the essence and the Town's right to timely performance shall not be waived except by written amendment.

Either party may terminate this Agreement by giving written notice expressing such intent and stating a definite termination date. Except as provided in Section 12, the party electing to terminate shall give the other party at least ten days' notice to the address herein. If the Village elects to terminate this agreement, Contractor shall be paid for all services actually rendered to date, upon proof of delivery or completion, by submitting an itemized voucher in a form suitable to the Village Treasurer. If Contractor elects to terminate this agreement, the Village shall have the option of either keeping goods or services actually rendered or delivered, provided Contractor's actual costs are reimbursed, or canceling and returning goods or materials provided to date of termination where possible.

This contract may be renewed/extended at the discretion of the Village Manager for up to two additional years.

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

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

Contractor and its subcontractors shall not engage in any discriminatory hiring practice or accept any engagement which might conflict with Contractor's responsibilities under this Agreement.

Contractor consents to jurisdiction in the Courts of the State of New York and to venue in Westchester County, New York, in any action for monetary, injunctive, declaratory, or other relief under any provision of this Agreement.

The rights and obligations of the parties, and their respective agents, successors, and assigns, under this Agreement shall be subject to and governed by this Agreement, including Exhibit A, and this Agreement supersedes any other understanding or writing between the parties. No change, amendment, or modification of any term or condition of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

11. **Statement of Nondiscrimination.** Contractor agrees to comply with all applicable, federal, state, and local laws, rules, regulations, ordinances and any amendments thereto, and program standards applicable to the project and to the Contractor's performance hereunder, including but not limited to: (1) Older Americans Act of 1965, 42 U.S.C. §§3001 *et seq.*, as amended; (2) the Civil Rights Act of 1964, 42 U.S.C. §§1971 *et seq.*, and the Civil Rights Act of 1991, 42 U.S.C. §1981; (3) the Americans with Disabilities Act of 1990, 42 U.S.C. §§1211 *et seq.*; (4) the rules and regulations of the New York State Office for the Aging, 9 NYCRR 6650 *et seq.*; (5) New York State Executive Law, Article 15; (6) the Governor's 1960 Code of Fair Practice, 9 NYCRR 1.4; (7) Administration on Aging Rules and Regulations for Title III, 42 U.S.C. §3011 *et seq.* and 41 CFR Parts 29 - 70; (8) 45 CFR Part 74 (Grant Administration); (9) the Rehabilitation Act of 1973, 42 U.S.C. §§6000 *et seq.*; (10) Single Audit Act of 1984, 31 U.S.C. §§7501 *et seq.*; (11) Equal Pay Act of 1963, 29 U.S.C. §206; (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101 *et seq.*; (13) 45 CFR Part 84.11(a) (nondiscrimination based on disability); (14) Equal Employment Opportunity Act of 1972 (amending title VII of the Civil Rights Act of 1964), 42 U.S.C. §§2000e *et seq.*; (15) Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967), amending Exec. Order No. 11246, 30 Fed. Reg. 12319 (1965); (16) N.Y.S. Exec. Order No. 6, 9 NYCRR §4.6 (1983); (17) N.Y.S. Exec. Order No. 19, 9 NYCRR §4.19 (1983); (18) N.Y.S. Exec.

Order No. 21, 9 NYCRR §4.21; and (19) Drug-free Workplace Act of 1988, 41 U.S.C. §§701 *et seq.*

The Contractor agrees to prominently post on the site where services hereunder are to be provided, a statement regarding nondiscrimination the same or similar to the following:

In accordance with Section 504 of the Rehabilitation Act of 1975, title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, gender, national origin, marital status, sexual orientation or physical condition.

No service rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, sexual orientation or religion. The Contractor agrees to (1) ensure equal access to participation, services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (2) ensure that any service provided under this Agreement will be secular in nature and in no event will there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of any services rendered or delivered and, refrain from using funds to advance any sectarian effort; and (3) refrain from using funds to advance any partisan candidate or effort. The Contractor will, however, ensure that all candidates for elective office have equal access to information and activities regardless of policy views or party affiliation, prevent any influence or coercion designed to interfere with or affect elections or nominations for political office, and ensure that no employees or persons served under this Agreement is, directly or indirectly, coerced, advised or solicited to contribute anything of value to any political party, committee, organization, agency or person for any political purpose, or engage in any other partisan activities.

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

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

12. **No Assignment.** Contractor shall not assign any of its rights, interests, or obligations under this Agreement or subcontract any of the Services to be performed by it under this

Agreement without the express written consent of the Village. Any subcontract or assignment shall be subject to all of the terms of this Agreement.

13. **Performance of Services.** In performing the Services, Contractor shall assign qualified personnel and act in accordance with the professional standards and with the skill, diligence, and quality control/quality assurance measures expected of a recognized service firm performing services of a similar nature. Contractor shall secure and pay for all licenses and permits necessary to perform and render the services set forth above.

Contractor shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations. In addition, Contractor and its employees and agents shall comply with all Federal, state, and local personnel safety rules and all applicable conditions or requirements of any permit, authorization, order, or directive issued by the Village or any court or agency.

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***THE ARDSLEY RECREATION DEPARTMENT AGREES TO:***

1. Assign an employee of the Department to oversee the Program.
2. Promote the Program through flyers, emails, website, press releases and the bi-annually recreation brochure.
3. Register all registrants at a fees listed above (if applicable).
4. Provide the Contractor with a roster prior to the first session date and throughout the Program as needed.
5. Submit facility use request to the appropriate organization to ensure Program meeting location is available and suitable for the Program.
6. Suspend any Program participant based up on a mutual determination of Contractor and the Department.
7. Ensure all paperwork is complete and processed in a timely manner to ensure contractor payment.
8. Process payment to Contractor within thirty (30 – forty five (45) days of receipt of completed invoice and backup documentation, as applicable.
10. Additional: *(List any additional terms):*

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Limited contract adjustments may be authorized by the Village Manager in the best interests of the Village.

The signatures below hereby agree to all specified written terms on this agreement.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

\_\_\_\_\_

Meredith S. Robson  
Village Manager

\_\_\_\_\_

Date