



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, December 6, 2021

507 Ashford Avenue

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

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1. PLEDGE OF ALLEGIANCE

2. ANNOUNCEMENT OF EXIT SIGNS

PUBLIC HEARING

Public Hearing to Discuss Amendments to Chapters 200, 173 and A210-3 of the Ardsley Village Code

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3. APPROVAL OF MINUTES:

3.a Regular Meeting Minutes November 15, 2021

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4. DEPARTMENT REPORTS

4.1. LEGAL

4.2. MANAGER

4.2.a December 6, 2021 Village Manager Report

4.3. TREASURER

4.3.a December 6, 2021 Abstract Report

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4.4. BUILDING

No Building Department Report

4.5. FIRE

No Fire Department Report

4.6. POLICE

No Police Department Report

4.7. MAYOR’S ANNOUNCEMENTS

4.8. COMMITTEE & BOARD REPORTS

5. VISITORS

6. OLD BUSINESS:

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6.a Consider a Resolution to Amend Article VII of Chapter 173 Entitled Curb Cuts of the Village of Ardsley Code

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6.b Consider a Resolution Amending Section 200-82C Entitled Signs of the Village of Ardsley Code

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6.c Consider a Resolution Amending Section 200-90 Entitled Noncommercial Livestock & Poultry of the Village of Ardsley Code

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6.d Consider a Resolution to Amend Chapter A210-3 Entitled Fees of the Village of Ardsley Code

7. NEW BUSINESS:

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7.a Consider a Resolution Authorizing the Adoption of the 2022 Westchester County, NY Hazard Mitigation Plan Update

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7.b Consider a Resolution Authorizing the Village Manager to Sign a Contract for Bond Counsel Services with Orrick, Herrington & Sutcliffe, LLP

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7.c Consider a Resolution Authorizing Manager to Sign an Agreement for Financial Advisory Services with Capital Markets Advisors, LLC.

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7.d Consider a Resolution to Award Bid for Proposed Ardsley Road Access

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7.e Consider a Resolution to Authorize the Village Manager to Sign a Contract with Charlene Indelicato For Consulting Services

8. CALL FOR EXECUTIVE SESSION

9. ANNOUNCEMENTS

- December 7, 2021 Recreation Commission Meeting 5:00 pm
- December 7, 2021 BOT Special Meeting 7:30 p.m.
- December 7, 2021 Board of Architectural Review 8:0 p.m.
- December 8, 2021 Board of Trustees Work Session 7:30 p.m.
- December 13, 2021 Planning Board Meeting 8:00 p.m.
- December 14, 2021 Multicultural Diversity & Inclusion Committee Meeting 7:30 p.m.
- December 15, 2021 TPPCS Committee Meeting 7:00 p.m.

10. ADJOURNMENT OF MEETING

11. NEXT BOARD MEETING:

December 20, 2021

NOTICE OF PUBLIC HEARING
CHAPTERS 200, 173 AND A210-3 OF THE ARDSLEY VILLAGE CODE

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, December 6, 2021 at 8:00 p.m. or soon thereafter at Village Hall-Court Room, 507 Ashford Avenue, Ardsley, NY 10502 (face masks are required) to discuss amending chapters 200, 173 and A210-3 in the Ardsley Village Code.

Written comments may be sent to the Village Clerk at arocco@ardslevyillage.com or sent via regular mail to 507 Ashford Ave, Ardsley, NY 10502. All comments will be shared with the Board of Trustees and questions will be answered as quickly as possible.

Further details on the proposed amendments may be found online at the Village of Ardsley website www.ardslevyillage.com

All residents and taxpayers are invited to attend.

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

Ann Marie Rocco
Village Clerk
Dated: November 16, 2021



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, November 15, 2021

Via Zoom Platform

Present: Mayor	Nancy Kaboolian
Deputy Mayor/Trustee	Andy DiJusto
Trustee	Joann D'Emilio
Trustee	Steve Edelstein
Trustee	Craig Weitz
Interim Village Manager	Charlene Indelicato
Village Clerk	Ann Marie Rocco
Village Attorney	Robert J. Ponzini

Absent:

1. PLEDGE OF ALLEGIANCE Mayor Kaboolian called to order the Regular Meeting at 8:00 p.m.

2. SPECIAL PRESENTATION

2.1 Delaware Engineering, D.P.C. -Mapping & Inspecting the Village's Sewer Collection System

Mary Beth Bianconi spoke about the mapping and inspecting of the Village's sewer collection system. We are instituting our first part of our project which is the mapping. This project is a multi phased project to get a better understanding of the sewer collection in the Village. The Village's sewer treatment is provided by the County. The project involves a couple of different steps. The first step is mapping the sewer system. We will also need to perform industrial cleaning of the pipes. The mapping system should take about 6 weeks. Delaware will coordinate with village staff such as police & highway to help with traffic flow.

3. ANNOUNCEMENT OF EXIT SIGNS

4. APPROVAL OF MINUTES:

4.1 Regular Meeting Minutes November 1, 2021

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of November 1, 2021 as submitted.

5. DEPARTMENT REPORTS

1. LEGAL

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

2. INTERIM VILLAGE MANAGER

2.a Interim Village Manager Report-November 15, 2021
Interim Village Manager, Charlene Indelicato read the following Manager Report:

1. **THANKSGIVING HOLIDAY SCHEDULE:** Village Offices, including the Justice Court, Library, Community Center, and Department of Public Works will be closed on November 25th, and 26th for the Thanksgiving holiday. There will be double collection of ALL recyclables on Wednesday, November 24th and there will be refuse collection for the entire Village on Saturday, November 27th.
2. **FENCE:**the Heatherdell fence has been delivered and will be installed as soon as possible.

3. TREASURER

3.a November 15, 2021 Abstract Report
Interim Village Manager Charlene Indelicato read the Treasurer's Report for November 15, 2021.
Interim Village Manager Indelicato stated that the bills for the past two weeks totaled as follows: From the General Fund: \$1,596,335.13; from the Sewer Fund: \$5,625.43; from the Trust & Agency fund: \$487.50 and from the Capital Fund: \$2,01500

Moved by Trustee Weitz 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: \$1,596,335.13 from

the Trust & Agency Fund: \$487.50 and from the Capital Fund: \$2,015.00, Sewer Fund: \$5,625.43

4. BUILDING

4.a October 2021 Building Department Report

Building Inspector, Larry Tomasso read the following October 2021 Building Department Report:

October 2021 Building Department Report

- 13 Building permits
- 20 Application fees
- 8 Certificates of Occupancy
- 9 Plumbing permits
- 8 Electrical permits
- 6 Title Searches
- 1 Miscellaneous

Total received - \$11,396.75

Other activities-

- 52 Building inspections
- 18 Zoning inspections
- 6 Violations
- 6 Warnings
- 0 Appearance Tickets

5. FIRE

5.a October 2021 Fire Department Report

Mayor Kaboolian accepted the Fire Report under Submission for the following activities for October 2021:

Fire Department Report for the month of October 2021

- October 7, 14, 21, 28 Department held drills
- October 2 Chief Murray, Knoesel, and Podolski attended Irvington FD Inspection
- October 5 Chief Murray met with Roof Vendors to Fix rear roof
- October 5 Chief Murray attended meeting at Village Hall
- October 8 Chief Murray and Podolski went to Concord Road School for Fire Prevention Detail
- October 8 Chief Murray, Knoesel, and Podolski attended Tarrytown FD Inspection
- October 8 Members attended Homecoming Football game for Flag Detail
- October 9 Chief Knoesel, and Podolski attended Dobbs Ferry FD Inspection
- October 10 Chief Murray, and Podolski attended Elmsford FD Inspection

- October 10 Chief Murray, Knoesel, and Podolski and members attended 125 Celebration of Ardsley
- October 27 Chief Murray, Knoesel, and Podolski attended B-14 Meeting at Elmsford
- October 31 Chief Murray, Knoesel, and Podolski and members attended Trunk or Treat for Village

Total calls for the month of October 2021: 31

Training Officers Report- October 2021:

October 7th

Ladder Ops/Fire Prevention Prep

Training Hrs. 27.50, 11 Member's Present

October 14th

Rescue Struts/Airbag Training

Training Hrs. 28.00, 14 Member's Present

October 21st - Monthly Drill

Extrication

Training Hrs. 51.00, 17 Member's Present

October 28th

Meter Calibration/Tool Maintenance

Training Hrs. 27.50, 11 Member's Present

New York State Classes:

Firefighter I - 82.00 Hrs.

Fire Officer 1- 48.00 Hrs.

ICS 300 - 27.00 Hrs.

Training Hrs. 000.00, 00 Member's Present

Online Training McNeil & Company E-Learning:

Training: 134.00 Hours

Inspection: 00.00 Hours

Maintenance: 00.0 Hours

New York State: 157.00 Hours

Online Training McNeil & Company E-Learning: 0.0 Hours

Total: 291.00 Hours

6. POLICE

6.a October 2021 Police Department Report

Chief Anthony Piccolino read the following Police Department Report for the month of October 2021:

Property lost or stolen \$0

Property recovered \$0

Court fines and fees \$54,210.00

Alarm fines and fees \$0

Meter collection \$1,926.20

Traffic accidents 9

Arrests 1

Calls for service 243

Investigations 3

Impounded vehicles 1

UTT summonses issued 4

Parking summonses issued 3

Appearance tickets issued 1

Total summonses issued 8

Training

Total training for the month of October was 56 hrs. Which consisted of SWAT, Procedural justice.

COMMUNITY POLICING

Child Passenger Safety Seat- Installed 2 seats and issued 0.

Conducted a child seat check event on the grounds of the Westchester Medical Center. We installed 21 seats and issued 0. We were also assisted by other Police, EMS & Hospital members.

We participated in the Trunk or Treat event

Assisted and participated with the Halloween parade at Concord Road Elementary School Halloween movie in the Park at Pascone Park.

Participated in the read to me event at Concord Road Elementary School.

Assisted at Concord Road Elementary School and High School lock down drill.

Officers attended and assisted with Friday night football game event.

Attended via Zoom Westchester County Coalition Meeting hosted by Student Assistance Services

Training- 8 hours at Westchester Police Academy

Participated in Ardsley's 125th event

Officers attended and participated AHS homecoming/pep rally event and Friday night football/ volleyball game

Attended Westchester County Youth Officers meeting

Attended Westchester County Detectives meeting

Attended with Chief and Mayor the River towns Rotary Club award for Officer Tony Vacca

Ardsley PBA along with Ardsley Fire department hosted a classic car show, which was a huge success. They raised 1500.00, which was donated to the Mariano Rivera foundation for underprivileged children.

Community Information

Police reform update

Accreditation: The department accreditation manual is complete and has been approved by the village board. The manual was implemented on June 1st 2021 and our use of force policy has been posted on the village web site. The state of New York has been advised that we are ready for state inspection. We are currently slated for assessment in the second quarter of 2022.

The village has committed to increasing our community-policing unit from one officer to two but due to personnel shortages, we have not been able to substantially increase our programs and community outreach until new officers are hired.

Officers have been encouraged to stop in at our schools and interact with the students and staff.

In June, we hosted Ice cream with a cop at Carvel. We were assisted by the Greenburgh Police Department.

The new female locker room is 50% complete and should be completed before years end.

The department has added an area on our web site that allows for submissions of anonymous tips.

Officers have received implicit bias training. This training will be conducted on a yearly basis.

Department statistical reports for the previous year will be included in the January police report.

We continue to have issues with Westchester county department of human resources but we believe we should have two new officers soon.

Domestic violence high-risk training program.

Ardsley Police Officers recently completed training in domestic violence high-risk assessment or DVHRT. The program is in collaboration with the Westchester County Office for Women, the Westchester County District Attorney's Office, Westchester Medical Center, Pace Women's Justice Center and Legal Services of the Hudson Valley.

The training program uses a multi-disciplinary team-based approach to identify, serve and support victims of domestic violence who may be at risk of serious harm or homicide by their offender. DVHRT, involves training responding police officers in the Lethality Assessment Program (LAP), a danger assessment tool for law enforcement that they conduct at the scene of a domestic incident with trauma-sensitive interviewing techniques.

The police department has received many calls about Coyote's in the area. Coyotes are common in this area and generally do not pose a risk to humans but caution should be taken when encountering a coyote

Coyote Conflicts

The Eastern coyote is firmly established in New York. They live in New York as an integral part of our ecosystems. People and coyotes can usually coexist if coyotes' natural fear of people is maintained. Coyotes provide many benefits to New Yorkers through observation, photography, hunting, and trapping; however, not all interactions are positive. While most coyotes avoid interacting with people, some coyotes in suburbia become emboldened and appear to have lost their fear of people. This can result in a dangerous situation with pets and young children at the greatest risk.

Below are steps you should take to reduce and prevent coyote problems from occurring.

Coyote Encounters

A coyote that does not flee from people should be considered dangerous. Coyotes in residential areas can be attracted to garbage, pet food, and other human-created sources of food. Coyotes can associate people with these food attractants. In some cases human behavior is perceived to be non-threatening by coyotes (running into your home after seeing a coyote is behaving like prey). In short, people may unintentionally attract coyotes with food and people may behave like prey. Add to the mix people intentionally feeding coyotes and the potential for a coyote attack becomes very real.

How to handle coyote encounters:

- Do not let a coyote approach anyone.
- If you see a coyote, **be aggressive** in your behavior-stand tall and hold arms out to look large. If a coyote lingers for too long, then make loud noises, wave your arms, or throw sticks and stones.
- Contact your local police department and DEC regional office for assistance if you notice that coyotes are exhibiting "bold" behaviors and have little or no fear of people.
- Teach children to appreciate coyotes from a distance. Children are at greatest risk of being injured by coyotes. If a coyote has been observed repeatedly near an area where children frequent, be watchful.

Potential does exist for coyote attacks in New York. However, a little perspective may be in order. On average, 650 people are hospitalized and one person killed by dogs each year in New York State. Nationwide, only a handful of coyote attacks occur annually. Nevertheless, these conflicts are bad for people, pets, and coyotes.

Make your Yard Less Hospitable

Unintentional food sources attract coyotes and other wildlife, as well as increase risks to people and pets.

To reduce risks:

- Do not feed coyotes and discourage others from doing so.
- Do not feed pets outside.
- Make any garbage inaccessible to coyotes and other animals.
- Eliminate availability of bird seed. Concentrations of birds and rodents that come to feeders can attract coyotes.

Protect your Pets

Take action:

- Do not allow coyotes to approach people or pets.
- Do not allow pets to run free. Supervise all outdoor pets to keep them safe from coyotes and other wildlife, especially at sunset and at night.

- Fencing your yard may deter coyotes. The fence should be tight to the ground, preferably extending 6 inches below ground level, and taller than 4 feet.
- Remove brush and tall grass from around your property to reduce protective cover for coyotes. Coyotes are typically secretive and like areas where they can hide.
- Be alert of your surroundings and take precautions such as carrying a flashlight or a walking stick to deter coyotes.

Dogs:

Do dog owners need to be concerned about coyotes? The answer is maybe. Conflicts between dogs and coyotes can happen any time of the year, but are more likely in the months of March and April. It is during this time that coyotes are setting up their denning areas for their soon-to-arrive pups. Coyotes become exceptionally territorial around these den sites in an attempt to create a safe place for their young. In general, coyotes view other canines (dogs) as a threat. Essentially, it comes down to a territorial dispute between your dog and the coyote. Both believe that your yard is their territory.

Owners of large and medium sized dogs have less to worry about, but should still take precautions. Owners of small dogs have cause for concern. Small dogs are of greatest risk of being harmed or killed by coyotes. Small dogs are at risk when left unattended in backyards at night and should be supervised by owners. Coyotes have attacked and killed small dogs unattended in backyards. Coyotes may approach small dogs along streets at night near natural areas, even in the presence of dog owners.

Cats

Do coyotes kill cats? Absolutely, but so do foxes, dogs, bobcats, vehicles, and even great horned owls. Cat owners need to be aware that cats allowed to roam free are at risk from many different factors. To protect your cat, keep it indoors, or allow it outside only under supervision. Coyotes in some areas appear to become specialists at catching and killing cats.

Livestock Risk

Problems with coyotes and livestock do occur in New York. Most problems involve sheep or free ranging chickens and ducks. Most problems can be avoided with proper husbandry techniques. It is much easier to prevent depredation from occurring than it is to stop it once it starts.

Coyote Incident Standard Operating Procedures (SOP)

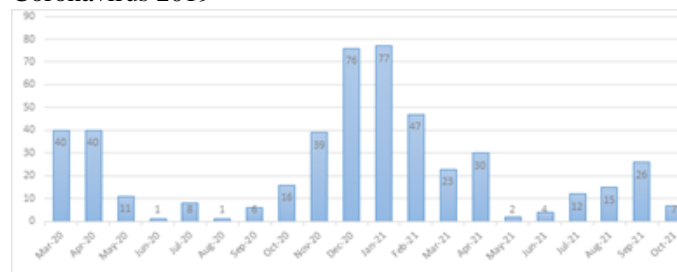
The New York State Coyote Incident Standard Operating Procedures (SOP) have been developed for use primarily by DEC staff who routinely handle phone calls pertaining to coyotes but may be a valuable reference document for other entities interacting with public experiencing conflicts with coyotes (e.g., municipal law enforcement and animal control officers).

View the [New York State Coyote Incident Standard Operating Procedures \(Revised 2018\)](#) (PDF).

Contacts

- [Regional DEC Wildlife Office](#)
 - USDA APHIS
1930 Route 9, Castleton NY 12033
Phone: (518) 477-4837
 - [Wildlife Damage website](#) (leaves DEC website)
 - Find a [Nuisance Wildlife Control Operator](#) (NWCO)

Coronavirus 2019



Prevention

The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory diseases, including:

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

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

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

These are everyday habits that can help prevent the spread of several viruses.

CDC does have [specific guidance for travelers](#).

For more information, please visit the CDC website at

<https://www.cdc.gov/coronavirus/2019-ncov/index.htm>

Delta Variant: What we know about the science

On July 27, 2021, CDC released [updated guidance](#) on the need for urgently increasing COVID-19 vaccination coverage and a recommendation for everyone

in areas of [substantial or high transmission](#) to wear a mask in public indoor places, even if they are fully vaccinated. CDC issued this new guidance due to several concerning developments and newly emerging data signals.

First, a significant increase in new cases reversed what had been a steady decline since January 2021. In the days leading up to our guidance update, CDC saw a rapid and alarming rise in the COVID-19 case and hospitalization rates around the country.

- In late June, the 7-day moving average of reported cases was around 12,000. On July 27, the 7-day moving average of cases reached over 60,000. This case rate looked more like the rate of cases we had seen before the vaccine was widely available.

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

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

Infections and Spread

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

- **The Delta variant is more contagious:** The Delta variant is highly contagious, more than 2x as contagious as previous variants.
- **Some data suggest the Delta variant might cause more severe illness than previous variants in unvaccinated people.** In two different studies from Canada and Scotland, patients infected with the Delta variant were more likely to be hospitalized than patients infected with Alpha or the original virus that causes COVID-19. Even so, the vast majority of hospitalization and death caused by COVID-19 are in unvaccinated people.
- **Unvaccinated people remain the greatest concern:** The greatest risk of transmission is among unvaccinated people who are much more likely to get infected, and therefore transmit the virus. Fully vaccinated people get COVID-19 (known as [breakthrough infections](#)) less often than

unvaccinated people. People infected with the Delta variant, including fully vaccinated people with symptomatic breakthrough infections, can transmit the virus to others. CDC is continuing to assess data on whether fully vaccinated people with asymptomatic breakthrough infections can transmit the virus.

- **Fully vaccinated people with Delta variant breakthrough infections can spread the virus to others. However, vaccinated people appear to spread the virus for a shorter time:** For prior variants, lower amounts of viral genetic material were found in samples taken from fully vaccinated people who had breakthrough infections than from unvaccinated people with COVID-19. For people infected with the Delta variant, similar amounts of viral genetic material have been found among both unvaccinated and fully vaccinated people. However, like prior variants, the amount of viral genetic material may go down faster in fully vaccinated people when compared to unvaccinated people. This means fully vaccinated people will likely spread the virus for less time than unvaccinated people.

Vaccines

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

- The COVID-19 vaccines approved or authorized in the United States are highly effective at preventing severe disease and death, including against the Delta variant. But they are not 100% effective, and some fully vaccinated people will become infected (called a breakthrough infection) and experience illness. For all people, the vaccine provides the best protection against serious illness and death.
- Vaccines are playing a crucial role in limiting spread of the virus and minimizing severe disease. Although vaccines are highly effective, they are not perfect, and there will be vaccine breakthrough infections. Millions of Americans are vaccinated, and that number is growing. This means that even though the risk of breakthrough infections is low, there will be thousands of fully vaccinated people who become infected and able to infect others, especially with the surging spread of the Delta variant. [Low vaccination coverage](#) in many communities is driving the current rapid surge in cases involving the Delta variant, which also increases the chances that even more concerning variants could emerge.
- Vaccination is the best way to protect yourself, your family, and your community. High vaccination coverage will reduce spread of the virus and help prevent new variants from emerging. CDC recommends that everyone aged 12 years and older get vaccinated as soon as possible.

Masks

Given what we know about the Delta variant, vaccine effectiveness, and current vaccine coverage, layered prevention strategies, including wearing masks, are needed to reduce the transmission of this variant

- At this time, as we build the level of vaccination nationwide, we must also use all the prevention strategies available, including masking indoors in public places, to stop transmission and stop the pandemic. Everyone who is able, including fully vaccinated people, should wear masks in public indoor places in areas of [substantial or high transmission](#).

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Thanked Trustee D'Emilio for her 5 years on the Board. She worked on major projects such as the Comprehensive Plan, Police Reform and Roadways.
- Attended the 2021 Diwali celebration. It was a fantastic event! Thanked Dana Laurient and the Multicultural Committee for organizing this event.
- Attended the Veteran's Day celebration in Greenburgh. Thanked our Veterans
- Wished everyone a Happy Thanksgiving and we welcome our new Village Manager Joe Cerretani.

8. COMMITTEE & BOARD REPORTS

8.a Trustee DiJusto thanked Trustee D'Emilio for all her hard work and enjoyed serving on the Board with her.

Trustee Weitz did not have anything to report.

Trustee Edelstein announced the following: Diwali celebration was a success and thanked everyone that made this event possible. Menorah lighting will take place on November 29th Tree lighting will take place on December 4th Wished everyone a happy & safe Thanksgiving.

Trustee D'Emilio stated that it has been an honor and privilege to serve on this Board. We have an incredible group of residents who volunteer in many capacities, including our Fire Department and Ambulance Corps. Trustee D'Emilio served as a liaison to the Library Board, Historical Society, SAYF Coalition, Youth Advocate group, Multicultural Committee and 125th Committee, these groups need people and urged residents to get involved.

6. VISITORS

6.1 Resident Melissa Regenbogen spoke about the flooding issue on Summit Avenue and she shared some photos and video of what happened during the routine rainfall that occurred last Friday and she wanted to know if there was any updates on her issue.

Mayor Kaboolian explained that our Building Inspector and Attorney have discussed this issue.

Attorney Ponzini explained that this is not his area of expertise but we need to remove some of the flow but this is a major infrastructure. We would have to acquire the necessary easements.

Building Inspector Larry Tomasso explained that the closest storm drain we could tie into is several hundred feet away on Flintlock and we would have to get easements from 3 private properties.

Ms. Regenbogen would like a temporary solution to her issue and will work with our Building Inspector and Highway Department to help alleviate the problem.

7. OLD BUSINESS:

8. NEW BUSINESS:

- 8.1 Consider a Resolution Authorizing the Interim Village Manager to Sign an Agreement with Delaware Engineering, D.P.C. for the Purposes to Map and Inspect the Village's Sewer Collection System

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an agreement with Delaware Engineering, D.P.C, 28 Madison Avenue Extension, Albany, NY 12203 for purposes to map and inspect the Village's sewer collection system effective immediately.

- 8.2 Consider a Resolution to Adopt the Polices for Registration of Activities and Field Allocation

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. WHEREAS, the use of public facilities and fields have increased;

WHEREAS, such use is encouraged for all Ardsley residents;

WHEREAS, in order to ensure fair and equitable use of such fields and facilities for both organized activities and open resident use;

NOW THEREFORE BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby adopts the Policies for the registration of activities and field allocation.

- 8.3 Consider a Resolution to Schedule a Public Hearing to Discuss Amendments to Chapters 200, 173 and A210-3 of the Ardsley Village Code

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, December 6, 2021 at 8:00 p.m. to discuss amendments to chapters 200, 173 and A210-3 of the Ardsley Village code as follows:

ARTICLE VII

Curb Cuts

[Added 12-1586 by L.L. No. 9-1986]

§ 173-43. Legislative intent.

The village finds it necessary to control the location and number of curb cuts. Such approval or denial will be based on such considerations as Planning Board requirements, availability of alternative access points, traffic hazards and conditions and any other factor affecting the health, safety or welfare of the public or which might be detrimental to the best interests of the village.

§ 173-44. Permit; application; approval.

- A. All curb cuts in an existing curb or where a curb could be placed along the street-front property line shall require a permit. Such permit shall be issued by the Building Inspector after review and approval by the Planning Board and Police Department.
- B. An application for curb cut approval may be included in an application for new construction. However, an application for work to be performed outside a B-1 or B-2 Zone shall not exempt the curb cut from the necessary review and approval of the Planning Board or Police Department.
- C. All curb cuts on Route 9A must meet the approval of the State Department of Transportation.
- D. The village may require as a condition for granting a curb cut permit that the applicant construct drainage swales, pipes or other drainage structures on his property to prevent discharge of storm drainage water onto the village highway in a manner which may affect the health, safety or welfare of the public or which might be detrimental to the best interests of the village. Such drainage works shall meet the approval of the village, and the deposit of security for restoration required for issuance of a permit may include a sum of money to assure the village that such drainage works will be built, along with appropriate fees for the curb cut.

§ 173-45. Requirements.

- A. All curb cuts for driveways shall have a curb reveal of 1 1/2 inches.
- B. Curb cuts in an existing curb shall not be made by cutting or chipping so as to reduce the height of the curb section. Existing stone curbs shall be removed, and the same stones or others of equal material and size shall be reset to the new reveal, with the contractor making such excavation as is necessary to accomplish the same. Any stone curb reset in this manner shall be set in a footing of concrete. Existing concrete curb shall be removed, and a new section poured to provide the required reveal.

- C. Where curbing is disturbed by trenching or for any reason other than the construction of a curb cut, it shall be restored by the placement of a curb of the same material and size as adjoins the disturbed area. If the curb is concrete, it shall be cut back at least three feet from each edge of the trench or area of disturbance, and replaced by a single poured section. If these cuts are within three feet of any joint in the curb, the new curb shall extend to such joint.
- D. There shall be a limit of two curb cuts per lot and a maximum width per curb of **1418** feet except in unusual circumstances at the discretion of the Planning Board.
- E. Parking on shoulder areas or paving of shoulder areas to provide a parking area adjoining the traveled way, or lowering of curbs for the same purpose, will not be permitted except in unusual circumstances at the discretion of the Planning Board. A "shoulder area" shall be defined as that unpaved area that is part of the village right-of-way.

§ 173-46. Fees.

- A. The fee for such permit shall be **\$5 per linear foot as listed in §A210-3**
- B. The applicable curb cut fee shall be added to the applicable building permit fee when a request for an approval for a curb cut is included in an application for new construction.

§ 173-47. Penalties for offenses.

Any person, firm or corporation found guilty of violating the provisions of this article shall be guilty of committing a violation, the fine for which shall not exceed \$250.

§A210-3

K. Chapter 173, Streets and Sidewalks.

- (1) Street openings: 10% of the deposit or \$400, whichever is greater, per opening.
- (2) Curb cuts \$10.00 per linear foot**

K.1. Chapter 184, Trailers, Storage.

- (1) Permit application fee: \$100 (nonrefundable).
- (2) Following approval of application: \$100 per month for every month trailer is located on property.

The deleted text is in ~~highlighted strikethrough~~ and the proposed text is **bold underlined**.

§200-90 ~~Noncommercial livestock and poultry~~

Reserved

~~Only in an R-1 District shall there be permitted the keeping of livestock or poultry, provided that:~~

- ~~A. Livestock and poultry shall be adequately fenced on the property; and~~

~~B. No nuisance shall be created to any adjoining property owners.~~

Residential

Note: Highlighted ~~strikethrough~~ is the deleted text & **bold underline** is the proposed text

200-82C Signs.

[Amended 5-16-1977 by L.L. No. 3-1977; 8-3-1998 by L.L. No. 3-1998]

(1) No sign shall be displayed in a residential zone, other than by a public authority, except as follows:

(a) One sign not exceeding 1 1/2 square feet in area on each lot and not illuminated or flashing, displaying not more than the name and street number of the occupant of the building and, in the case of a home occupation or professional office permitted in the district, the identification thereof, except that doctors of medicine and dentistry and dental surgeons may have an illuminated sign. Such sign may be attached to the residence or may be displayed on a post or rod, but shall not be placed within a distance of 20 feet from the side property line and three feet from the street line and shall not exceed six feet in height above the ground level.

(b) One temporary sign ~~not exceeding four square feet in area~~ **on a single post not exceeding 60" in height with a 42" arm** on each lot and not illuminated, advertising only the prospective sale, lease or rental of the property on which the same is displayed. Such signs shall ~~not be placed within a distance of 20 feet from any property line and shall not exceed six feet in height above ground level.~~ **be placed on the property that is for sale, lease or rent.** No real estate broker **or property owner** shall post more than one sign on a particular piece of property **that is for sale or under a listing agreement and said sign shall be removed promptly upon the sale, lease or rental of the property.**

(c) One building contractor's ~~and~~ **or** subcontractor's sign, not exceeding 16 square feet in area or five feet in length and not illuminated, displayed on a lot on which a building or group of buildings is actually under construction **with a valid work permit** and only during such construction. Such sign shall not be placed within a distance of 20 feet from any ~~side~~ **side** property line **or three feet from the street front property line** and shall not exceed ~~six~~ **four** feet in height above ground level. **Such signs shall be removed promptly upon the substantial completion of all work.**

(d) One sign or bulletin board, not exceeding 16 square feet in area or five feet in length, on church or school property, giving the identification or advertising the activities thereof, or both. Such sign may be displayed on a rod or post but shall not be placed within a distance of 20 feet from any street or property line and shall not exceed six feet in height above ground level.

Commercial

Section 200-82C(2)(d) General regulations pertaining to temporary signs.

[1] A sign not exceeding an area of ~~four~~**16** square feet on each ~~lot~~**building or portion thereof** and not illuminated, advertising only the prospective sale, lease or rental of the property, or of any business operated therein, on which the sign is erected or displayed, and such signs shall ~~not be placed within a distance of 20 feet from any property line and shall not exceed six feet in height above ground level.~~ **be displayed in the window of said building or portion hereof and shall be removed promptly upon the sale, lease or rental of the property or business.**

[2] One building contractor's or subcontractor's sign not exceeding ~~45~~**16** square feet in area and not illuminated, displayed on a lot on which a building or group of buildings is actually under construction **with a valid work permit** and only during such construction. Such sign shall not be placed within a distance of 20 feet from any ~~side~~ **front property line** ~~or three feet from the street~~ and shall not exceed six feet in height above ground level. **Such signs shall be removed promptly upon the substantial completion of all work.**

9. CALL FOR EXECUTIVE SESSION-LEGAL ADVICE & PERSONNEL MATTERS

10. ADJOURNMENT OF MEETING

10.1 Adjournment

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, November 15, 2021, at 9:12 p.m.

11. ANNOUNCEMENTS November 16, 2021 Board of Architectural Review Meeting 8:00 pm
November 17, 2021 TPPCS Meeting 7:00 pm
November 17, 2021 Senior Citizens Flower Making 12:00 pm
November 18, 2021 Library Board Meeting 7:00 pm
November 19, 2021 Middle School Hangout 3:00 pm
November 24, 2021 Senior Citizens Bingo 12:00 pm
November 24, 2021 Zoning Board of Appeals Meeting 8:00 pm
November 25th & 26th, 2021 Thanksgiving Holiday-Village Office Closed
November 29, 2021 Menorah Lighting 7:00 pm
December 2, 2021 CEAC Meeting 7:00 pm
December 4, 2021 Tree Lighting

12. NEXT BOARD MEETING: December 6, 2021 Reorganization Meeting
December 6, 2021 Board of Trustees Meeting

Village Clerk, Ann Marie Rocco

Date:

ABSTRACT FOR VILLAGE BOARD MEETING OF DECEMBER 6, 2021

<u>GENERAL FUND</u>	<u>\$174,212.57</u>
<u>TRUST & AGENCY FUND</u>	<u>\$3,988.57</u>
<u>CAPITAL FUND</u>	<u>\$450,202.08</u>
<u>SEWER FUND</u>	<u>\$2,609.88</u>

9/28/2021	FUNDAMENTAL BUSINESS SERVICE I	Receivables Service	\$54.00
		Ardsley Court Sub Total	\$54.00
11/19/2021	VINCENT GIORDANO	Service for 11-1 to 11-5	\$350.00
		Building Dept. Sub Total	\$350.00
11/18/2021	ALARM SPECIALISTS INC	Monitoring for 8-12 to 11-11	\$89.85
11/22/2021	ARDSLEY GARDEN CLUB	Flower Making for Seniors	\$368.00
12/1/2021	ARDSLEY GARDEN CLUB	holiday wreaths	\$150.00
11/16/2021	Ayo Obi	Fall Tennis Lessons	\$5,664.00
11/15/2021	CON EDISON	Usage for 10-7 to 11-5	\$294.20
12/2/2021	FURQUAN TANWIR	2021 Fall Chess Class	\$3,248.00
12/2/2021	Jennifer Sema	Security Deposit Refund	\$250.00
11/22/2021	Kathleen McCarthy Udoff	Senior Arts and Crafts	\$275.00
12/2/2021	LORRAINE BUCCHERI	Refund for Canceled Program	\$250.00

12/1/2021	NICHOLAS MARANINO	Senior Materials for wreath ma	\$48.99
11/22/2021	NSI Clean Worldwide Inc.	November Cleaning Community Ct	\$260.00
12/1/2021	NSI Clean Worldwide Inc.	October Cleaning Services	\$260.00
11/18/2021	PARTY LINE	tents for Diwali event	\$161.60
12/2/2021	ROBERT WOOTTEN	Security Deposit Refund	\$250.00
11/14/2021	Rock Island Sound	Guitar Program 9-20 to 11-1	\$1,728.00
11/17/2021	Sam's Club	Senior Activities	\$269.06
11/15/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 10-4 to 11-3	\$37.06
12/2/2021	Ulrike Kapoor	Refund for Canceled Program	\$130.00
12/2/2021	US Sports Institute, Inc.	Fall Parent n Me, Squirts	\$2,304.00
11/18/2021	VERIZON	Usage for 11-4 to 12-3	\$49.68
11/17/2021	XEROX CORPORATION	Usage for 9-28 to 10-30	\$60.93
		Community Center Sub Total	\$16,148.37
11/15/2021	CON EDISON	Usage for 10-7 to 11-5	\$558.92
12/1/2021	GRAINGER	Emergency Lights Firehouse	\$236.88
12/1/2021	GRAINGER		\$26.32
11/30/2021	MES	Wheel Choc	\$355.34
11/22/2021	NSI Clean Worldwide Inc.	November Cleaning Fire	\$195.00
12/1/2021	NSI Clean Worldwide Inc.	October Cleaning Services	\$195.00
11/30/2021	PARTNERS IN SAFETY INC	Fracaroli Physical	\$210.00
11/18/2021	RFC Emergency Lighting	TIC and Car 2012 work	\$352.00
12/2/2021	United Overhead Door Corp	Repair Firehouse Door	\$395.50
11/18/2021	VERIZON	Usage for 11-10 to 12-9	\$491.04
12/2/2021	VERIZON	Usage for 11-22 to 12-21	\$34.56
11/19/2021	VILLAGE OF DOBBS FERRY	October Diesel Usage	\$263.17
11/19/2021	VILLAGE OF DOBBS FERRY	October Gas Usage	\$806.96
		Fire Dept. Sub Total	\$4,120.69
11/18/2021	AIRGAS	rental cylinder tanks	\$97.19
12/1/2021	AIRGAS	acetylene/oxygen	\$442.56
11/18/2021	ARGENTO AND SONS INC	filter/belt/blade	\$235.52
12/2/2021	Bettina Weil	Refund for Fence Repair	\$229.76
11/15/2021	CON EDISON	Usage for 10-7 to 11-5	\$166.55
11/18/2021	CORSI TIRE	tires	\$1,002.60
11/18/2021	GABRIELLI TRUCK SALES LTD	valve	\$187.85
12/1/2021	HOY PLUMBING INC.	heat/plumbing repair	\$804.88

11/18/2021	KIMBALL-MIDWEST	nuts/bolts/washer /light	\$657.04
11/18/2021	LITE CONCEPTS	led light	\$165.00
12/1/2021	PAUL BUNYAN TREE SERVICE	tree removal	\$900.00
11/18/2021	RCA ASPHALT LLC	blacktop	\$372.58
12/1/2021	RCA ASPHALT LLC	blacktop	\$363.87
11/24/2021	READERS HARDWARE INC	Holiday Bows	\$2.49
11/24/2021	READERS HARDWARE INC	Holiday Lights	\$85.39
11/24/2021	READERS HARDWARE INC	Holiday Lights	\$971.78
11/18/2021	SAW MILL STONE & MASONRY SUPPL	topsoil	\$45.00
11/18/2021	SAW MILL STONE & MASONRY SUPPL	topsoil	\$180.00
11/18/2021	SAW MILL STONE & MASONRY SUPPL	topsoil	\$45.00
11/18/2021	SAW MILL STONE & MASONRY SUPPL	Top soil/grass seed	\$130.00
11/18/2021	SCARSDALE FORD INC.	reservoir/element	\$344.10
11/18/2021	SEA BOX INC	Container Rental	\$250.00
11/18/2021	SNAP-ON TOOLS	sockets	\$56.99
11/19/2021	VILLAGE OF DOBBS FERRY	October Diesel Usage	\$5,121.25
11/19/2021	VILLAGE OF DOBBS FERRY	October gas Usage	\$623.09
11/29/2021	WESTCHESTER COUNTY DEF	Tipping fee for October	\$5,594.11
11/18/2021	WESTCHESTER TOOL RENTALS	chains	\$117.90
Highway Dept. Sub Total			\$19,192.50
12/1/2021	CENTRAL AVE CHRYSLER JEEP	Nozzel car 95	\$75.36
12/1/2021	CURRY CHEVROLET	Vehicle repairs	\$528.85
12/1/2021	CURRY CHEVROLET	Vehicle repairs	\$277.40
12/1/2021	CURRY CHEVROLET	Vehicle repairs	\$202.24
9/21/2020	EAGLE PT GUN T J MORRIS & SON	Ammunition	\$841.00
12/1/2021	HILL SPECIALTIES	Overnight Parking Permits	\$324.68
12/1/2021	HILL SPECIALTIES	Parking Permits	\$294.68
10/29/2021	Lawmen Supply Company	Uniform Sgt. Piccolino	\$196.76
12/1/2021	OPTIMUM	Cable service	\$16.84
12/1/2021	PARTS AUTHORITY	Oil change 2013 Tahoe (93)	\$74.40
11/18/2021	STATE OF N.Y. POLICE	Juvenile officers Assoc. Member	\$200.00
12/2/2021	VERIZON	Usage 11-22 to 12-21	\$39.45
11/23/2021	VERIZON WIRELESS	Usage for 10-13 to 11-12	\$520.61
11/19/2021	VILLAGE OF DOBBS FERRY	October gas Usage	\$1,887.38
Police Dept. Sub Total			\$5,479.65

11/18/2021	GENERAL CODE PUBLISHERS	code book-general code	\$1,986.00
11/18/2021	THE JOURNAL NEWS	access road notice to bidders	\$218.00
11/18/2021	THE JOURNAL NEWS	notice to bidders cable room	\$606.00
11/18/2021	THE RIVERTOWNS ENTERPRISE	11/24 ZBA Hearing	\$32.50
12/1/2021	THE RIVERTOWNS ENTERPRISE	legal notice chpt 200,173/a210	\$54.00
12/2/2021	Ameritas Life Insurance	November Premium	\$5,757.24
12/2/2021	Ameritas Life Insurance	December Premium	\$5,987.60
11/30/2021	ARDSLEY HISTORICAL SOCIETY	Printing Partial Reimbursement	\$1,500.00
11/19/2021	BLUE DRAGON CONNECTIONS	Admin Read Door Lock Repair	\$250.00
12/2/2021	BOND SCHOENECK & KING	October Professional Service	\$4,495.00
11/15/2021	CABLEVISION LIGHTPATH INC.	Usage for 11-1 to 11-30	\$2,286.07
12/2/2021	CAMBRIDGE DATA GRAPHICS	General Fund Vouchers	\$655.15
11/12/2021	Capital Markets Advisors, LLC	Bond Issue Cost	\$9,615.93
11/15/2021	CON EDISON	Usage for 10-7 to 11-5	\$185.69
11/18/2021	Con Edison	Usage for 10-12 to 11-9	\$50.54
11/18/2021	DIPIKA PATEL	Med Reimbursement Sept - Nov	\$891.00
11/18/2021	EMIL CALIFANO	Med Reimbursement Sept - Nov	\$1,011.30
11/18/2021	Frank Quattrocchi Jr	Med Reimbursement Sept - Nov	\$891.00
11/18/2021	George Berardi	Med Reimbursement Sept - Nov	\$445.50
6/14/2021	GEORGE MALONE	Direct Public Govt. Access	\$811.24
12/2/2021	JAMES J HAHN ENGINEERING PC	Milling and Paving	\$25,706.25
11/18/2021	Jennifer Herrick Stasko	Med Reimbursement Sept - Nov	\$445.50
11/18/2021	LILLIAN MANNING	Med Reimbursement Sept - Nov	\$445.50
11/18/2021	MARION DEMAIO	Med Reimbursement Sept - Nov	\$1,247.40
12/3/2021	MURTAGH,COSSU,VENDITTI &CASTRO	October Professional Services	\$1,738.39
11/24/2021	NATIONAL STANDBY REPAIR	Oil & Filters	\$1,258.81
11/3/2021	NEXT LEVEL ELEVATOR SERVICES L	Repair Interlock	\$1,654.72
11/22/2021	NSI Clean Worldwide Inc.	November Cleaning Village Hall	\$845.00
11/22/2021	NSI Clean Worldwide Inc.	October Cleaning Services	\$845.00
11/19/2021	O'CONNOR DAVIES LLP	Service - Financial Statement	\$34,125.00
11/19/2021	PAYLOCITY	Invoice # 109214037	\$1,032.07
11/18/2021	RICHARD GEREGHTY	Med Reimbursement Sept - Nov	\$629.40
11/18/2021	RICHARD THOMPSON	Med Reimbursement Sept - Nov	\$1,128.00
11/18/2021	RICKY LAPINE	Med Reimbursement Sept - Nov	\$445.50
11/5/2021	ROCKET PRINTERS	Village Manager Business Cards	\$87.50
11/5/2021	ROCKET PRINTERS	Court Clerk Business Cards	\$87.50
11/19/2021	STANDARD INSURANCE COMPANY	November Premium	\$1,023.75

11/24/2021	STANDARD INSURANCE COMPANY	December Premium	\$1,001.00
12/2/2021	STATE COMPTROLLER	October Court Fines, Fees	\$14,860.00
11/24/2021	SUEZ WATER WESTCHESTER DIST. #	Usage for 11-2 to 11-17	\$108.48
11/18/2021	THOMAS GREEN	Med Reimbursement Sept - Nov	\$629.40
11/18/2021	VINCENT PASCUCCI	Med Reimbursement Sept - Nov	\$314.70
6/16/2021	W.B. MASON CO. INC.	Folders, Paper, Post it's	\$760.76
6/16/2021	W.B. MASON CO. INC.	C-Folds	\$315.97
11/18/2021	WILLIAM WATSON JR	Med Reimbursement Sept - Nov	\$402.00
		Village Hall Sub Total	\$128,867.36
		General Fund Total	\$174,212.57
11/19/2021	MARISSA CALDAROLA	Youth Advocate Activities	58.67
11/19/2021	NEW YORK LIFE	LOSAP Insurance	3,929.90
		Trust & Agency Total	3,988.57
7/2/2021	CON-TECH CONSTRUCTION	Curbs 2021	267,162.47
11/18/2021	JAMES J HAHN ENGINEERING PC	Powder Horn Drainage	1,417.50
11/18/2021	JAMES J HAHN ENGINEERING PC	Alexander Hamilton Drainage	975.00
10/19/2021	MONTESANO BROTHERS INC	2021 Road Milling & Paving	180,647.11
		Capital Fund Total	450,202.08
12/2/2021	MINOL, INC	October sewer Rent Billing	1,312.41
12/1/2021	PRECAST CONCRETE SALES	fittings/frame and grate	1,297.47
		Sewer Fund Total	2,609.88

**RESOLUTION TO AMEND ARTICLE VII OF CHAPTER 173 ENTITLED CURB CUTS
OF THE VILLAGE OF ARDSLEY CODE AS FOLLOWS:**

RESOLVED, that the Village Board of the Village of Ardsley hereby amends Article VII of Chapter 173 entitled Curb Cuts as follows:

ARTICLE VII

Curb Cuts

[Added 12-1586 by L.L. No. 9-1986]

§ 173-43. Legislative intent.

The village finds it necessary to control the location and number of curb cuts. Such approval or denial will be based on such considerations as Planning Board requirements, availability of alternative access points, traffic hazards and conditions and any other factor affecting the health, safety or welfare of the public or which might be detrimental to the best interests of the village.

§ 173-44. Permit; application; approval.

- A. All curb cuts in an existing curb or where a curb could be placed along the street-front property line shall require a permit. Such permit shall be issued by the Building Inspector after review and approval by the Planning Board and Police Department.
- B. An application for curb cut approval may be included in an application for new construction. However, an application for work to be performed outside a B-1 or B-2 Zone shall not exempt the curb cut from the necessary review and approval of the Planning Board or Police Department.
- C. All curb cuts on Route 9A must meet the approval of the State Department of Transportation.
- D. The village may require as a condition for granting a curb cut permit that the applicant construct drainage swales, pipes or other drainage structures on his property to prevent discharge of storm drainage water onto the village highway in a manner which may affect the health, safety

or welfare of the public or which might be detrimental to the best interests of the village. Such drainage works shall meet the approval of the village, and the deposit of security for restoration required for issuance of a permit may include a sum of money to assure the village that such drainage works will be built, along with appropriate fees for the curb cut.

§ 173-45. Requirements.

- A. All curb cuts for driveways shall have a curb reveal of 1 1/2 inches.
- B. Curb cuts in an existing curb shall not be made by cutting or chipping so as to reduce the height of the curb section. Existing stone curbs shall be removed, and the same stones or others of equal material and size shall be reset to the new reveal, with the contractor making such excavation as is necessary to accomplish the same. Any stone curb reset in this manner shall be set in a footing of concrete. Existing concrete curb shall be removed, and a new section poured to provide the required reveal.
- C. Where curbing is disturbed by trenching or for any reason other than the construction of a curb cut, it shall be restored by the placement of a curb of the same material and size as adjoins the disturbed area. If the curb is concrete, it shall be cut back at least three feet from each edge of the trench or area of disturbance, and replaced by a single poured section. If these cuts are within three feet of any joint in the curb, the new curb shall extend to such joint.
- D. There shall be a limit of two curb cuts per lot and a maximum width per curb of **14 18** feet except in unusual circumstances at the discretion of the Planning Board.
- E. Parking on shoulder areas or paving of shoulder areas to provide a parking area adjoining the traveled way, or lowering of curbs for the same purpose, will not be permitted except in unusual circumstances at the discretion of the Planning Board. A "shoulder area" shall be defined as that unpaved area that is part of the village right-of-way.

§ 173-46. Fees.

- A. The fee for such permit shall be **\$5 per linear foot** as listed in §A210-3

- B. The applicable curb cut fee shall be added to the applicable building permit fee when a request for an approval for a curb cut is included in an application for new construction.

[§ 173-47. Penalties for offenses.](#)

Any person, firm or corporation found guilty of violating the provisions of this article shall be guilty of committing a violation, the fine for which shall not exceed \$250.

**RESOLUTION TO AMEND SECTION 200-82C ENTITLED SIGNS
OF THE VILLAGE OF ARDSLEY CODE AS FOLLOWS:**

RESOLVED, that the Village Board of the Village of Ardsley hereby amends Section 200-82C entitled Signs as follows:

Note: Highlighted ~~strikethrough~~ is the deleted text & **bold underline** is the proposed text

200-82C Signs.

[Amended 5-16-1977 by L.L. No. 3-1977; 8-3-1998 by L.L. No. 3-1998]

(1) No sign shall be displayed in a residential zone, other than by a public authority, except as follows:

(a) One sign not exceeding 1 1/2 square feet in area on each lot and not illuminated or flashing, displaying not more than the name and street number of the occupant of the building and, in the case of a home occupation or professional office permitted in the district, the identification thereof, except that doctors of medicine and dentistry and dental surgeons may have an illuminated sign. Such sign may be attached to the residence or may be displayed on a post or rod, but shall not be placed within a distance of 20 feet from the side property line and three feet from the street line and shall not exceed six feet in height above the ground level.

(b) One temporary sign ~~not exceeding four square feet in area~~ **on a single post not exceeding 60" in height with a 42" arm** on each lot and not illuminated, advertising only the prospective sale, lease or rental of the property on which the same is displayed. Such signs shall ~~not be placed within a distance of 20 feet from any property line and shall not exceed six feet in height above ground level.~~ **be placed on the property that is for sale, lease or rent.** No real estate broker **or property owner** shall post more than one sign on a particular piece of property **that is for sale or under a listing agreement and said sign shall be removed promptly upon the sale, lease or rental of the property.**

(c) One building contractor's ~~and~~ **or** subcontractor's sign, not exceeding 16 square feet in area or five feet in length and not illuminated, displayed on a lot on which a building or group of buildings is actually under construction **with a valid work permit** and only during such construction. Such sign shall not be placed within a distance of 20 feet from any **side** property line **or three feet from the street front property line** and shall not

Village of Ardsley Board of Trustees Agenda –December 06, 2021

exceed ~~six~~ **four** feet in height above ground level. **Such signs shall be removed promptly upon the substantial completion of all work.**

(d) One sign or bulletin board, not exceeding 16 square feet in area or five feet in length, on church or school property, giving the identification or advertising the activities thereof, or both. Such sign may be displayed on a rod or post but shall not be placed within a distance of 20 feet from any street or property line and shall not exceed six feet in height above ground level.

Section 200-82C(2)(d) General regulations pertaining to temporary signs.

[1] A sign not exceeding an area of ~~four~~ **16** square feet on each ~~lot~~ **building or portion thereof** and not illuminated, advertising only the prospective sale, lease or rental of the property, or of any business operated therein, on which the sign is erected or displayed, and such signs shall ~~not be placed within a distance of 20 feet from any property line and shall not exceed six feet in height above ground level.~~ **be displayed in the window of said building or portion hereof and shall be removed promptly upon the sale, lease or rental of the property or business.**

[2] One building contractor's or subcontractor's sign not exceeding ~~15~~ **16** square feet in area and not illuminated, displayed on a lot on which a building or group of buildings is actually under construction **with a valid work permit** and only during such construction. Such sign shall not be placed within a distance of 20 feet from any ~~side~~ **three feet from the street front property line** or ~~or~~ **three feet from the street front property line** and shall not exceed six feet in height above ground level. **Such signs shall be removed promptly upon the substantial completion of all work.**

**RESOLUTION TO AMEND SECTION 200-90 ENTITLED
NONCOMMERCIAL LIVESTOCK & POULTRY OF THE VILLAGE OF ARDSLEY
CODE AS FOLLOWS:**

RESOLVED, that the Village Board of the Village of Ardsley hereby amends Section 200-90 entitled Noncommercial Livestock & Poultry as follows:

The deleted text is in ~~highlighted strikethrough~~ and the proposed text is **bold underlined**.

§200-90 ~~Noncommercial livestock and poultry~~

Reserved

~~Only in an R-1 District shall there be permitted the keeping of livestock or poultry, provided that:~~

~~A. Livestock and poultry shall be adequately fenced on the property; and~~

~~B. No nuisance shall be created to any adjoining property owners.~~

**RESOLUTION TO AMEND CHAPTER A210-3 ENTITLED
FEES OF THE VILLAGE OF ARDSLEY CODE AS FOLLOWS:**

RESOLVED, that the Village Board of the Village of Ardsley hereby amends Chapter A210-3 entitled Fees as follows:

§A210-3

K. Chapter 173, Streets and Sidewalks.

(1) Street openings: 10% of the deposit or \$400, whichever is greater, per opening.

(2) Curb cuts \$10.00 per linear foot

K.1. Chapter 184, Trailers, Storage.

(1) Permit application fee: \$100 (nonrefundable).

(2) Following approval of application: \$100 per month for every month trailer is located on property.

**A RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF ARDSLEY
AUTHORIZING THE ADOPTION OF THE
2022 WESTCHESTER COUNTY, NY
HAZARD MITIGATION PLAN UPDATE**

WHEREAS, all jurisdictions within Westchester County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Westchester County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Westchester County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the Village of Ardsley:

- 1) Adopts in its entirety, the 2022 Westchester County Hazard Mitigation Plan (the "Plan") as the jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.

Village of Ardsley Board of Trustees Agenda-December 6, 2021

- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

PASSED AND ADOPTED on this 6th day of December, 2022, by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Nancy Kaboolian, Mayor, Village of Ardsley

ATTEST:

Ann Marie Rocco, Village Clerk, Village of Ardsley

9.24 Village of Ardsley

This section presents the jurisdictional annex for the Village of Ardsley. It includes resources and information to assist public and private sectors to reduce losses from future hazard events. This annex is not guidance of what to do when a disaster occurs. Rather, this annex concentrates on actions that can be implemented prior to a disaster to reduce or eliminate damage to property and people. This annex includes a general overview of the municipality and who in the village participated in the planning process; an assessment of the Village of Ardsley’s risk and vulnerability; the different capabilities utilized in the village; and an action plan that will be implemented to achieve a more resilient community.

9.24.1 Hazard Mitigation Planning Team

The following individuals have been identified as the Village of Ardsley’s hazard mitigation plan primary and alternate points of contact. The Village of Ardsley followed the planning process described in Section 3 (Planning Process) in Volume I of this plan update. This annex was developed over the course of several months with input from many Village departments, including: the building department, police department, fire department, volunteer ambulance corps, highway department and the village manager. The Building Inspector represented the community on the Westchester County Hazard Mitigation Plan Planning Partnership and supported the local planning process requirements by securing input from persons with specific knowledge to enhance the plan. All departments were asked to contribute to the annex development through reviewing and contributing to the capability assessment, reporting on the status of previously identified actions, and participating in action identification and prioritization.

The following table summarizes municipal officials that participated in the development of the annex and in what capacity. Additional documentation on the municipality’s planning process through Planning Partnership meetings is included in Section 3 (Planning Process) and Appendix C (Meeting Documentation).

Table 9.24-1. Hazard Mitigation Planning Team

Primary Point of Contact	Alternate Point of Contact
Name/Title: Larry Tomasso, Building Inspector Address: 507 Ashford Avenue Ardsley, NY 10502 Phone Number: 914-693-1550 Email: LTomasso@ardsleyvillage.com	Name/Title: David DiGregorio, Highway Foreman Address: 507 Ashford Avenue Ardsley, NY 10502 Phone Number: 914-693-0117 Email: ddigregorio@ardsley.com
NFIP Floodplain Administrator	
Name/Title: Larry Tomasso, Building Inspector Address: 507 Ashford Avenue Ardsley, NY 10502 Phone Number: 914-693-1550 Email: LTomasso@ardsleyvillage.com	
Additional Contributors	
Name/Title: Larry J. Tomasso, Building Inspector Method of Participation: Provided information on past events, capabilities, NFIP administration services, the status of previous actions, permits, and hazard rankings. Contributed to mitigation strategy.	
Name/Title: Charlene Indelicato, Village Manager Method of Participation: Reviewed annex.	
Name/Title: Anthony Piccolino, Police Chief Method of Participation: Provided information on past events, capabilities, and hazard rankings.	
Name/Title: David DiGregorio, Highway Foreman Method of Participation: Provided information on past events, capabilities, and hazard rankings.	

9.24.2 Municipal Profile



The Village of Ardsley is located in the southeastern portion of Westchester County. The Village is bordered by the unincorporated Town of Greenburgh to the north, south and east. The Villages of Irvington and Dobbs Ferry establish the Village’s western boundary. The Village is approximately 1.3 square miles in area and 20 miles north of Manhattan.

According to the U.S. Census, the 2010 population for the Village of Ardsley was 4,452. The estimated 2019 population was 4,512, a 1.3 percent increase from the 2010 Census. Data from the 2019 U.S. Census American Community Survey indicate that 4.0 percent of the population is 5 years of age or younger and 21.9 percent is 65 years of age or older. Communities must deploy a support system that enables all populations to safely reach shelters or to quickly evacuate a hazard area.

9.24.3 Jurisdictional Capability Assessment and Integration

The Village of Ardsley performed an inventory and analysis of existing capabilities, plans, programs, and policies that enhance its ability to implement mitigation strategies. Section 5 (Capability Assessment) describes the components included in the capability assessment and their significance for hazard mitigation planning. This section summarizes the following findings of the assessment:

- An assessment of legal and regulatory capabilities.
- Development and permitting capabilities.
- An assessment of administrative and technical capabilities
- An assessment of fiscal capabilities.
- An assessment of education and outreach capabilities.
- Classification under various community mitigation programs.
- The community’s adaptive capacity to withstand hazard events.

For a community to succeed in reducing long-term risk, hazard mitigation must be integrated into the day-to-day local government operations. As part of this planning effort, planning/policy documents were reviewed, and each jurisdiction was surveyed to obtain a better understanding of their progress in plan integration. Areas with current mitigation integration are summarized in this Jurisdictional Capability Assessment (Section 9.24.3). The Village of Ardsley’s identified opportunities for integration of mitigation concepts to be incorporated into municipal procedures are included in the updated mitigation strategy.

Planning, Legal, and Regulatory Capability and Integration

The table below summarizes the regulatory tools that are available to the Village of Ardsley. The comment field provides information as to where hazard mitigation has been integrated.

Table 9.24-2. Planning, Legal, and Regulatory Capability and Integration

	Jurisdiction has this. (Yes/No)	Required by State? (Yes/No)	Code Citation and Date (code chapter, name of plan, date of plan)	Authority (local, county, state, federal)	Individual / Department / Agency Responsible
Codes, Ordinances, & Regulations					
Building Code	Yes	Yes	NYS Building Code Chapter 64 Building Construction, adopted 11-1-1955, Amended 1-2007	State and Local	Building Department
<i>How does this reduce risk?</i>					



	Jurisdiction has this. (Yes/No)	Required by State? (Yes/No)	Code Citation and Date (code chapter, name of plan, date of plan)	Authority (local, county, state, federal)	Individual / Department / Agency Responsible
<ul style="list-style-type: none"> The Ordinance states that buildings are regulated to protect the health and safety of the village residents. The Building Department staff enforce the Ordinance and ensure that construction conforms with up-to-date building standards and reduces risk of damage from natural hazards. 					
Zoning/Land Use Code	Yes	No	Chapter 200 Zoning, Adopted 12-7-1959	Local	Zoning Board of Appeals, Planning Board
<p><i>How does this reduce risk?</i></p> <ul style="list-style-type: none"> The Zoning Code empowers the Planning Board to review proposed developments and ensure that natural hazard risks are accounted for. 					
Subdivision Ordinance	Yes	No	Chapter 175 Subdivision of Land, adopted 9-2-1997, Entirely Amended 3-16-2009	Local	Building Dept. & Planning Board
<p><i>How does this reduce risk?</i></p> <ul style="list-style-type: none"> The Planning Board administers the Subdivision Ordinance which states as its general policy to consider land subdivision as a part of the plan for the orderly, efficient, and economical development of the Village of Ardsley. Lands to be subdivided shall be of a character such that they provide adequate facilities for the housing, transportation, distribution, comfort, convenience, safety, health, and welfare of the citizens of the Village of Ardsley. Adequate provision shall be made for public water and sewage systems for drainage and for other needed improvements, as determined by the approving agency. Proposed streets and parks shall conform to the Village of Ardsley Zoning Map as adopted and from time to time amended. 					
Site Plan Ordinance	Yes	No	Chapter 167 Site Plan Review, Adopted 4-7-1993 Amended 12/20/2010	Local and County	Planning Board
<p><i>How does this reduce risk?</i></p> <ul style="list-style-type: none"> The Site plan ordinance provides a comprehensive review of all development plans in the Village. Except as otherwise specifically provided in a particular zone or district, in any district where plans or uses require Village Board of Trustee site plan approval, no building permit shall be issued and no structure or use shall be established or changed except in conformity with a site plan approved and endorsed by the Board of Trustees in accordance with this chapter with its date of approval; and no certificate of occupancy for any structure or use shall be issued until all the requirements of such site plan and any conditions attached thereto have been met. 					
Stormwater Management Ordinance	Yes	Yes	Chapter 171 Stormwater Management and Erosion and Sediment Control Adopted 9-2-2008.	Local	Building Department
<p><i>How does this reduce risk?</i></p> <ul style="list-style-type: none"> The Purpose of the Ordinance is established minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing within this jurisdiction and to address the findings of fact in § 171-1 hereof. This chapter seeks to meet those purposes by achieving the following objectives: <ul style="list-style-type: none"> Meet the requirements of minimum measures 4 and 5 of the SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-10-002 or as amended or revised. Require land development activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-0-10-001 or as amended or revised. Minimize increases in stormwater runoff from land development activities to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels. Minimize increases in pollution caused by stormwater runoff from land development activities which would otherwise degrade local water quality. Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development to the maximum extent practicable. 					

	Jurisdiction has this. (Yes/No)	Required by State? (Yes/No)	Code Citation and Date (code chapter, name of plan, date of plan)	Authority (local, county, state, federal)	Individual / Department / Agency Responsible
<ul style="list-style-type: none"> o Reduce stormwater runoff rates and volumes, soil erosion and nonpoint source pollution, wherever possible, through stormwater management practices and to ensure that these management practices are properly maintained and eliminate threats to public safety. o Encourage the use of green infrastructure practices to control stormwater runoff to, among other things, protect natural areas, reduce impervious cover, and implement runoff reduction techniques to the maximum extent practicable. 					
Post-Disaster Recovery/ Reconstruction Ordinance	No	No	-	-	-
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> • There is no specific post disaster recovery reconstruction ordinance. However, any buildings constructed after a disaster would have to comply with current building and zoning regulations which require a degree of resistance to disasters. 					
Real Estate Disclosure	Yes	Yes	Property Condition Disclosure Act, NY Code - Article 14 §460-467	State	NYS Department of State, Real Estate Agent
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> • In addition to facing potential liability for failing to disclose under the exceptions to “caveat emptor,” a home seller must make certain disclosures under the law or pay a credit of \$500 to the buyer at closing. While the PCDA requires a seller to complete a standardized disclosure statement and deliver it to the buyer before the buyer signs the final purchase contract, in practice, most home sellers in New York opt not to complete the statement and instead pay the credit. 					
Growth Management	No	No	-	-	-
<i>How does this reduce risk?</i>					
Environmental Protection Ordinance	Yes	Yes	Chapter 200 Zoning, Article X Environmental Protection	Local	Board of Trustees
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> • The Village Board of Trustees of the Village of Ardsley hereby finds and declares it to be the public policy of the Village of Ardsley to preserve its wetlands (including water bodies and watercourses), its steep slopes and its trees, so as to protect both the environment and the aesthetic character of the Village. 					
Flood Damage Prevention Ordinance	Yes	Yes	Ch. 115 Flood Damage Prevention, Adopted 8-6-2007	Federal, State, County and Local	Code Enforcement Officer
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> • It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to: <ul style="list-style-type: none"> o Regulate uses which are dangerous to health, safety and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities. o Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. o Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters. o Control filling, grading, dredging and other development which may increase erosion or flood damages. o Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands. o Qualify for and maintain participation in the National Flood Insurance Program. BFE+2 feet is required for all construction in the SFHA (residential and non-residential). 					
Wellhead Protection	No	No	-	-	-
<i>How does this reduce risk?</i>					
Emergency Management Ordinance	No	No	-	-	-
<i>How does this reduce risk?</i>					



	Jurisdiction has this. (Yes/No)	Required by State? (Yes/No)	Code Citation and Date (code chapter, name of plan, date of plan)	Authority (local, county, state, federal)	Individual / Department / Agency Responsible
Climate Change Ordinance	No	No	-	-	-
<i>How does this reduce risk?</i>					
Other	No	-	-	-	-
Planning Documents					
Comprehensive Plan	Yes	No	Village of Ardsley Comprehensive Plan	Local	Village Board
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> The strategies in the Comprehensive Plan aim to ensure the Village's fiscal health and support public benefits, including parks and recreational spaces, municipal services, and other programs that serve Ardsley's community. The village's land use policies discourage development or redevelop with natural hazard areas. Infrastructure policies limit extension of existing facilities and services that would encourage development in areas vulnerable to natural hazards. 					
Capital Improvement Plan	Yes	No	Annual budget process	Local	Village Board
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> Through the annual budget, the Village can fund hazard mitigation projects. 					
Disaster Debris Management Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Floodplain Management or Watershed Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Stormwater Management Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Open Space Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Urban Water Management Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Habitat Conservation Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Economic Development Plan	Yes	No	Village of Ardsley Market Analysis and Development Strategy; September 2020	Local	Village Board
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> Development Plan for entire Village references the need to protect businesses and the economy from the effects of natural hazards. 					
Shoreline Management Plan	No	Yes, in jurisdictions with CEHA areas	-	-	-
<i>How does this reduce risk?</i>					
Community Wildfire Protection Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					



	Jurisdiction has this. (Yes/No)	Required by State? (Yes/No)	Code Citation and Date (code chapter, name of plan, date of plan)	Authority (local, county, state, federal)	Individual / Department / Agency Responsible
Community Forest Management Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Transportation Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Agriculture Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Climate Action/ Resiliency/Sustainability Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Tourism Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Business/ Downtown Development Plan	Yes	No	Business/ Downtown Development Plan	Local	Administration
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> The plan will encourage development in a manner that attempts to mitigate the potential for loss due to a disaster. 					
Other	No	-	-	-	-
Response/Recovery Planning					
Comprehensive Emergency Management Plan	Yes	Yes	Comprehensive Emergency Management Plan	Local	OEM
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> The CEMP covers short term response and long-term recovery to address communications, evacuation and housing necessary for identified hazards. 					
Continuity of Operations Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Strategic Recovery Planning Report	No	No	-	-	-
<i>How does this reduce risk?</i>					
Threat & Hazard Identification & Risk Assessment (THIRA)	No	Yes	-	-	-
<i>How does this reduce risk?</i>					
Post-Disaster Recovery Plan	No	No	-	-	-
<i>How does this reduce risk?</i>					
Public Health Plan	Yes	No	Comprehensive Pandemic Response Plan	Local	Village Manager
<i>How does this reduce risk?</i>					
<ul style="list-style-type: none"> The Village has a Comprehensive Pandemic Response Plan that is designed to address disease outbreak events. 					
Other	No	-	-	-	-

Development and Permitting Capability

The table below summarizes the capabilities of the Village of Ardsley to oversee and track development.



Table 9.24-3. Development and Permitting Capability

Indicate if your jurisdiction implements the following	Yes/No	Comment
Do you issue development permits? -If yes, what department is responsible? -If no, what is your process for development?	Yes	The Building Department administers and enforces the applicable federal, state, and local regulations pertaining to land use and the construction, renovation, and alteration of buildings in the village. It processes applications, reviews plans for code compliance, issues permits, inspects work in progress to verify code compliance, and investigates complaints pertaining to building construction, zoning, property maintenance and various quality of life issues.
Are permits tracked by hazard area? (For example, floodplain development permits.)	Yes	The Building Department issues and tracks all Floodplain Development permits.
Do you have a buildable land inventory? -If yes, describe. -If no, quantitatively describe the level of buildout in the jurisdiction.	No	The Village is substantially built out. There is one 13 lot subdivision that was approved and will commence construction. There are no other properties where large-scale development could take place. All that remains is the potential for a lot or two, or a tear down/re-build with possible additional lot.

Administrative and Technical Capability

The table below summarizes potential staff and personnel resources available to the Village of Ardsley and their current responsibilities which contribute to hazard mitigation.

Table 9.24-4. Administrative and Technical Capabilities

Resources	Available? (Yes/No)	Comments (available staff, responsibilities, support of hazard mitigation)
Administrative Capability		
Planning Board	Yes	The Planning Board is an administrative body which serves to ensure the compatible land use within the Village. It reviews and analyzes proposed development and site plans of property owners, including those planning to build or alter the size of an existing structure or subdivide a property.
Zoning Board of Adjustments	Yes	The Zoning Board of Appeals is a quasi-judicial body which interprets the local zoning ordinances and renders decisions on its meaning. The ZBA has authority to authorize or deny variances from zoning ordinances.
Planning Department	No	-
Mitigation Planning Committee	No	-
Environmental Board/Commission	Yes	Conservation and Environmental Advisory Committee (CEAC) provides guidance to the Village Board.
Open Space Board/Committee	Yes	Conservation and Environmental Advisory Committee provides guidance to the Planning Board.
Economic Development Commission/Committee	No	-
Public Works/Highway Department	Yes	The Village of Ardsley Department of Public Works is responsible for street maintenance, sidewalk maintenance, street lighting, storm sewers, sanitary sewers, tree removal (from village property) snow removal, sign maintenance, refuse pickup, recycling pickup, organics pickup, maintenance of parks,



Resources	Available? (Yes/No)	Comments (available staff, responsibilities, support of hazard mitigation)
		maintenance of community center, village hall and various other tasks.
Construction/Building/Code Enforcement Department	Yes	The Building Department administers and enforces the applicable federal, state, and local regulations pertaining to land use and the construction, renovation, and alteration of buildings in the village. It processes applications, reviews plans for code compliance, issues permit, inspects work in progress to verify code compliance, and investigates complaints pertaining to building construction, zoning, property maintenance and various quality of life issues.
Emergency Management/Public Safety Department	Yes	All department heads participate in Emergency planning. A plan is in place but needs to be updated to address potential risks that have been identified recently.
Warning Systems / Services (mass notification system, outdoor warning signals)	Yes	The Police Department implements all warning systems.
Maintenance programs to reduce risk (stormwater maintenance, tree trimming, etc.)	Yes	The Village of Ardsley Department of Public Works is responsible for street maintenance, sidewalk maintenance, street lighting, storm sewers, sanitary sewers, tree removal (from village property) snow removal, sign maintenance, refuse pickup, recycling pickup, organics pickup, maintenance of parks, maintenance of community center, village hall and various other tasks.
Mutual aid agreements	Yes	The Village maintains mutual aid agreements with neighboring fire departments
Human Resources Manual - Do any job descriptions specifically include identifying or implementing mitigation projects or other efforts to reduce natural hazard risk?	No	-
Other	No	-
Technical/Staffing Capability		
Planners or engineers with knowledge of land development and land management practices	Yes	The village retains the services of Planning consultants and consulting engineers as needed for various projects. Flooding and stormwater retention is part of their review.
Engineers or professionals trained in building or infrastructure construction practices	Yes	The village retains the services of Planning consultants and consulting engineers as needed for various projects Flooding and stormwater retention is part of their review.
Planners or engineers with an understanding of natural hazards	Yes	The village retains the services of Planning consultants and consulting engineers as needed for various projects. Flooding and stormwater retention is part of their review.
Staff with expertise or training in benefit/cost analysis	No	-
Professionals trained in conducting damage assessments	Yes	Department of Public Works and consulting engineers.
Personnel skilled or trained in GIS and/or Hazards United States (HAZUS) – Multi-Hazards (MH) applications	No	-
Scientist familiar with natural hazards	No	-
Surveyor(s)	Yes	Surveyors are retained on an as-need basis
Emergency Manager	Yes	The Police Department provides emergency management staff

Resources	Available? (Yes/No)	Comments (available staff, responsibilities, support of hazard mitigation)
Grant writer(s)	Yes	Various staff member. Depending on the type of grant data and maps from the HMP used to support documentation in grant applications
Resilience Officer	No	-
Other (this could include stormwater engineer, environmental specialist, etc.)	No	-

Fiscal Capability

The table below summarizes financial resources available to the Village of Ardsley.

Table 9.24-5. Fiscal Capabilities

Financial Resources	Are these accessible or eligible to use for mitigation? (Yes/No) If yes, please describe. If no, can this be used to support in the future?
Community development Block Grants (CDBG, CDBG-DR)	Yes
Capital improvements project funding	Yes
Authority to levy taxes for specific purposes	Yes
User fees for water, sewer, gas, or electric service	No
Impact fees for homebuyers or developers of new development/homes	Yes
Stormwater utility fee	Yes
Incur debt through general obligation bonds	Yes, use as needed
Incur debt through special tax bonds	Yes, use as needed
Incur debt through private activity bonds	No
Withhold public expenditures in hazard-prone areas	TBD
Other federal or state funding programs	Yes
Open Space Acquisition funding programs	No
Other (for example, Clean Water Act 319 Grants [Nonpoint Source Pollution])	No

Education and Outreach Capability

The table below summarizes the education and outreach resources available to the Village of Ardsley.

Table 9.24-6. Education and Outreach Capabilities

Outreach Resources	Available? (Yes/No)	Does the jurisdiction have any public outreach mechanisms / programs in place to inform citizens on natural hazards, risk, and ways to protect themselves during such events? If yes, please describe.
Public information officer or communications office	Yes	Village Clerk
Personnel skilled or trained in website development	Yes	Village Clerk
Hazard mitigation information available on your website	Yes	A link to the Hazard Mitigation Plan is on the village website
Social media for hazard mitigation education and outreach	Yes	Facebook, Twitter, Instagram
Citizen boards or commissions that address issues related to hazard mitigation	Yes	CEAC

Outreach Resources	Available? (Yes/No)	Does the jurisdiction have any public outreach mechanisms / programs in place to inform citizens on natural hazards, risk, and ways to protect themselves during such events? If yes, please describe.
Other programs already in place that could be used to communicate hazard-related information	Stormwater Management	Both the CEAC and Stormwater Management Team have public outreach mechanisms in place.
Warning systems for hazard events	Yes	Email blasts and text messaging for residents who have signed up
Natural disaster/safety programs in place for schools	Yes	These are handled by the school district.
Other	No	-

Community Classifications

The table below summarizes classifications for community programs available to the Village of Ardsley.

Table 9.24-7. Community Classifications

Program	Participating? (Yes/No)	Classification (if applicable)	Date Classified (if applicable)
Community Rating System (CRS)	No	-	-
Building Code Effectiveness Grading Schedule (BCEGS)	Yes	84.83	4/12/17
Public Protection (ISO Fire Protection Classes 1 to 10)	Yes	3	4/12/17
NYSDEC Climate Smart Community	Yes	None	February 2010
Storm Ready Certification	No	-	-
Firewise Communities classification	No	-	-
Other	No	-	-

Note:

N/A Not applicable
 NP Not participating
 - Unavailable

Adaptive Capacity

Adaptive capacity is defined as “the ability of systems, institutions, humans and other organisms to adjust to potential damage, to take advantage of opportunities, or respond to consequences” (IPCC 2014). In other words, it describes a jurisdiction’s current capabilities to adjust to, protect from, or withstand a future hazard event, future conditions, and changing risk. The table below summarizes the adaptive capacity for each hazard of concern and the jurisdiction’s rating.

Table 9.24-8. Adaptive Capacity

Hazard	Adaptive Capacity - Strong/Moderate/Weak*
Disease Outbreak	Moderate
Earthquake	Moderate
Extreme Temperature	Moderate
Flood	Moderate
Severe Storm	Moderate
Severe Winter Storm	Strong
Wildfire	Moderate
CBRN	Moderate

*Strong Capacity exists and is in use

Moderate Capacity may exist; but is not used or could use some improvement

Weak Capacity does not exist or could use substantial improvement



9.24.4 National Flood Insurance Program (NFIP) Compliance

This section provides specific information on the management and regulation of the regulatory floodplain, including current and future compliance with the NFIP.

National Flood Insurance Program (NFIP) Summary

The following table summarizes the NFIP statistics for the Village of Ardsley.

Table 9.24-9. NFIP Summary

Municipality	# Policies	# Claims (Losses)	Total Loss Payments	# RL Properties
Village of Ardsley	24	283	\$2,196,018.39	28

Source: FEMA 7-2021

Notes:
RL Repetitive Loss; SRL Severe Repetitive Loss

Flood Vulnerability Summary and NFIP Compliance

The following table provides a summary of the NFIP program in the Village of Ardsley.

Table 9.24-10. Flood Vulnerability Summary and NFIP Compliance

NFIP Topic	Comments
Flood Vulnerability Summary	
Describe areas prone to flooding in your jurisdiction. <ul style="list-style-type: none"> Do you maintain a list of properties that have been damaged by flooding? 	There are two main flood corridors in the Village. The first is the land adjacent to the Saw Mill River. The flooding along this corridor has been substantially reduced since the flood wall was constructed in the 1980's. The second is the area adjacent to the Sprain Brook. The flooding in this area has been substantially reduced by a recently completed project to re-channel the brook and construct a vegetative wetlands retention pond.
Do you maintain a list of property owners interested in flood mitigation? <ul style="list-style-type: none"> How many homeowners and/or business owners are interested in mitigation (elevation or acquisition)? 	Yes, the Village does maintain a list of property owners who are interested in flood mitigation. However, there is no one interested in mitigation at this time.
Are any RiskMAP projects currently underway in your jurisdiction? <ul style="list-style-type: none"> If so, state what projects are underway. 	No
How do you make Substantial Damage determinations? <ul style="list-style-type: none"> How many were declared for recent flood events in your jurisdiction? 	Substantial Damage Determinations are made based on the actual damage observed during inspections after a flood event. There have been no such determinations made for recent flooding events.
How many properties have been mitigated (elevation or acquisition) in your jurisdiction? <ul style="list-style-type: none"> If there are mitigation properties, how were the projects funded? 	Three properties were mitigated in recent years. All were mitigated with private funds.
Do your flood hazard maps adequately address the flood risk within your jurisdiction? <ul style="list-style-type: none"> If not, state why. 	No. The Army Corps of Engineers constructed a flood control wall in the Village in the 1980's which substantially lowered the actual base flood elevation on the properties located on Saw Mill River and in Addyman Square. However, the flood maps were never revised to take this project into account so the flood maps show a base flood elevation level that is substantially higher than the actual flood elevations experienced since the wall was constructed.
NFIP Compliance	



NFIP Topic	Comments
What local department is responsible for floodplain management?	Building Department
Are any certified floodplain managers on staff in your jurisdiction?	No
Do you have access to resources to determine possible future flooding conditions from climate change?	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? <ul style="list-style-type: none"> If so, what type of assistance/training is needed? 	Yes, floodplain administrators should attend trainings annually.
Provide an explanation of NFIP administration services you provide (e.g. permit review, GIS, education/outreach, inspections, engineering capability)	The floodplain administrator reviews all development proposals located in the SFHA. The Village reviews all permit applications for development in the floodplain. The Village has a robust stormwater management outreach program.
How do you determine if proposed development on an existing structure would qualify as a substantial improvement?	The Village refers to the cost of repairs in making substantial improvement determinations.
What are the barriers to running an effective NFIP program in the community, if any?	Small staffing
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? <ul style="list-style-type: none"> If so, state the violations. 	No
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?	The Village had a Community Assistance Contact (CAC) on February 15, 2005 and a Community Assistance Visit (CAV) on July 30, 2015.
What is the local law number or municipal code of your flood damage prevention ordinance? <ul style="list-style-type: none"> What is the date that your flood damage prevention ordinance was last amended? 	LL #11-2007, Chapter 115 Flood Damage Prevention. Last amended in 2007.
Does your floodplain management program meet or exceed minimum requirements? <ul style="list-style-type: none"> If exceeds, in what ways? 	The Village's floodplain management program meets minimum requirements.
Are there other local ordinances, plans or programs (e.g. site plan review) that support floodplain management and meeting the NFIP requirements? For instance, does the planning board or zoning board consider efforts to reduce flood risk when reviewing variances such as height restrictions?	Yes, stormwater management is reviewed as part of all Planning Board and Zoning Board reviews. Stormwater management outside of the actual floodplain is aimed at reducing run off which ultimately lowers the amount of stormwater collected by the local rivers and streams.
Does your jurisdiction participate in CRS? <ul style="list-style-type: none"> If yes, is your jurisdiction interested in improving its CRS Classification? If no, is your jurisdiction interested in joining the CRS program? 	The village does not participate in the CRS but may consider doing so in the future

9.24.5 Evacuation, Sheltering, Temporary Housing, and Permanent Housing

Evacuation routes, sheltering measures, temporary housing, and permanent housing must all be in place and available for public awareness to protect residents, mitigate risk, and relocate residents, if necessary, to maintain post-disaster social and economic stability.

Evacuation Routes and Procedures

The Village of Ardsley has identified the following routes and procedures to evacuate residents prior to and during an event.



- The Village does not have official evacuation procedures and plans to updated the Comprehensive Emergency Management Plan to integrate information from the HMP and identify evacuation routes and procedures (action 2021-Village of Ardsley-004). The following roads could potentially serve as evacuation routes:
 - State Route 9A
 - Saw Mill River Parkway
 - NYS Thruway
 - Ashford Avenue
 - Heatherdell Road

Sheltering

The Village of Ardsley has identified the following designated emergency shelters within the village.

Table 9.24-11. Designated Emergency Shelters

Site Name	Address	Capacity	Accommodates Pets?	ADA Compliant?	Backup Power?	Types of Medical Services Provided	Other Services Provided
Ardsley Middle School	700 Ashford Ave	1,000	Unknown	Yes	Yes	N/A	N/A
Concord Road Elementary school	2 Concord Road	1,000	Unknown	Yes	Yes	N/A	N/A
Ardsley High School	500 Farm Road	1,000	Unknown	Yes	Yes	N/A	N/A

Temporary Housing

Each jurisdiction must identify sites for the placement of temporary housing units to house residents displaced by a disaster. The Village of Ardsley has identified the following sites suitable for placing temporary housing units.

Table 9.24-12. Temporary Housing Locations

Site Name	Site Address	Capacity (number of sites)	Type	Infrastructure / Utilities Available (water, electric, septic, etc.)	Actions Required to Ensure Conformance with the NYS Uniform Fire Prevention and Building Code
The Village has not identified appropriate locations for the placement of temporary housing outside of the Special Flood Hazard Area. The Village will work with Westchester County to identify appropriate locations for the siting of temporary housing within the region (action 2021-Village of Ardsley-011).					

Permanent Housing

Structures located in the regulatory floodplain may need to be relocated due to high flood risk or new properties must be built once severely damaged properties are demolished. Jurisdictions must identify suitable sites currently owned by the jurisdiction and potential sites under private ownership that meet applicable local zoning



requirements and floodplain laws. The Village of Ardsley has identified the following areas suitable for relocating homes outside of the floodplain.

Table 9.24-13. Permanent Housing Locations

Site Name	Site Address	Capacity (number of sites)	Type	Infrastructure / Utilities Available (water, electric, septic, etc.)	Actions Required to Ensure Conformance with the NYS Uniform Fire Prevention and Building Code
The Village has not identified appropriate locations for the placement of permanent housing outside of the Special Flood Hazard Area. The Village will work with Westchester County to identify appropriate locations for the siting of permanent housing within the region (action 2021-Village of Ardsley-011).					

9.24.6 Growth/Development Trends

Understanding how past, current, and projected development patterns have or are likely to increase or decrease risk in hazard areas is a key component to understanding a jurisdiction’s overall risk to its hazards of concern. Table 9.24-14 summarizes recent and expected future development trends, including major residential/commercial development and major infrastructure development.

Table 9.24-14. Recent and Expected Future Development

Type of Development	2014		2015		2016		2017		2018		2019		2020	
Number of Building Permits for New Construction Issued Since the Previous HMP* (within regulatory floodplain/ Outside regulatory floodplain)														
	Total	Within SFHA	Total	Within SFHA	Total	Within SFHA	Total	Within SFHA	Total	Within SFHA	Total	Within SFHA	Total	Within SFHA
Single Family	2	0	5	0	0	0	4	0	12	0	1	0	0	0
Multi-Family	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (commercial, mixed-use, etc.)	0	0	1	1	1	1	0	0	0	0	0	0	0	0
Total Permits Issued	2	0	6	1	1	1	4	0	12	0	1	0	0	0
Property or Development Name	Type of Development	# of Units / Structures		Location (address and/or block and lot)		Known Hazard Zone(s)*		Description / Status of Development						
Recent Major Development and Infrastructure from 2015 to Present														
The Lock Up Self Storage	Self-storage	63,864 sq ft		642 Saw Mill River Rd		The building is elevated above the SFHA		Completed						
Cross/Sprain Road Subdivision	Residential	13		6.120-103-1		None		Under construction						
Harrington Subdivision	Residential	4		6.80-55-1		None		Under construction						
Known or Anticipated Major Development and Infrastructure in the Next Five (5) Years														
None identified														

SFHA Special Flood Hazard Area (1% flood event)
* Only location-specific hazard zones or vulnerabilities identified.

9.24.7 Jurisdictional Risk Assessment

The hazard profiles in Section 5 (Risk Assessment) provide detailed information regarding each plan participant’s vulnerability to the identified hazards. Refer to Section 5.2 (Methodology and Tools) and Section



5.4 (Hazard Ranking) for a detailed summary for the Village of Ardsley's risk assessment results and data used to determine the hazard ranking discussed later in this section.

Hazard area extent and location maps were generated to illustrate the probable areas impacted within the jurisdiction. These maps are based on the best available data at the time of the preparation of this plan and are adequate for planning purposes. Maps have been generated only for those hazards that can be clearly identified using mapping techniques and technologies and for which the Village of Ardsley has significant exposure. The maps also show the location of potential new development, where available. These maps are illustrated below.

Figure 9.24-1. Village of Ardsley Hazard Area Extent and Location Map 1

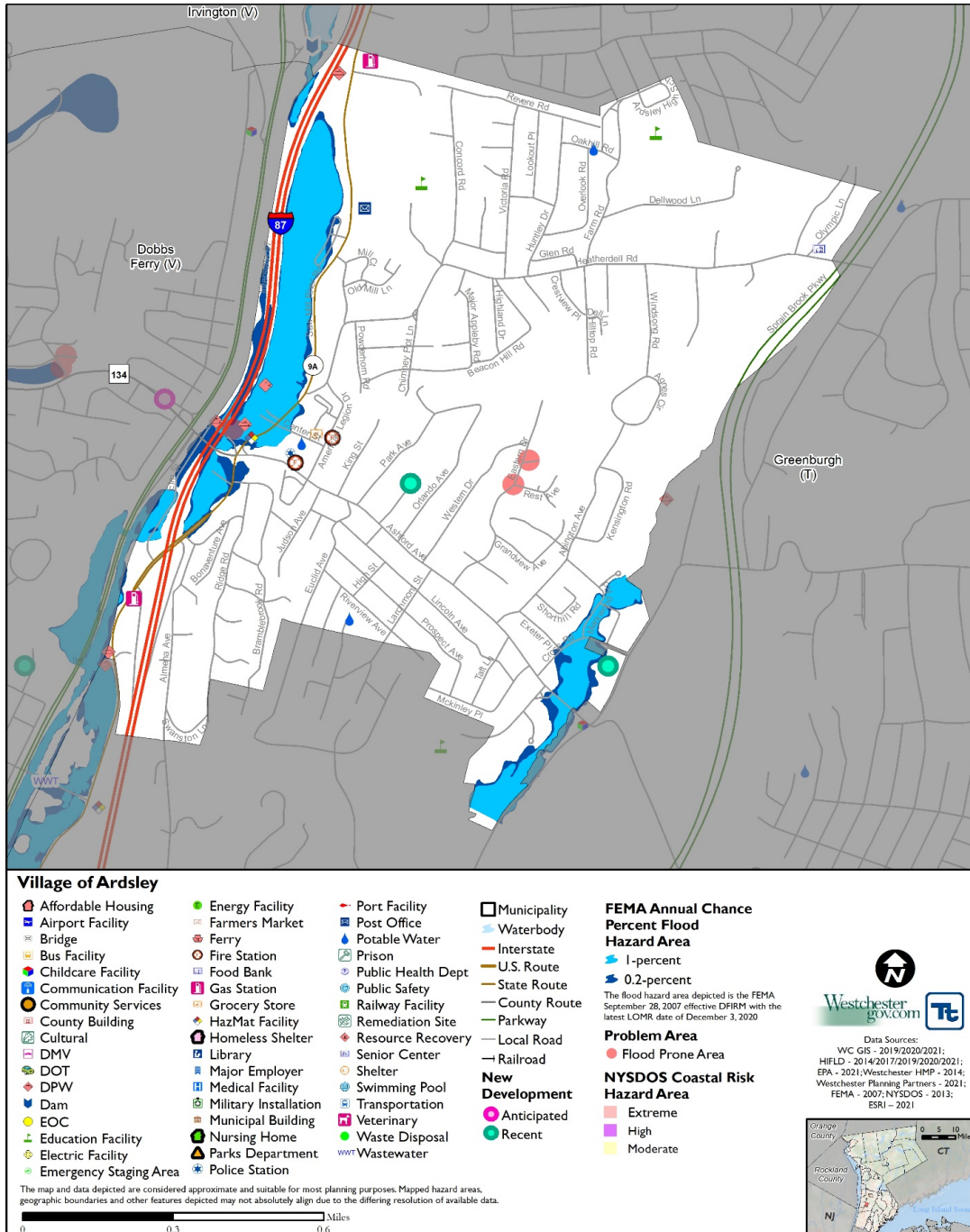


Figure 9.24-2. Village of Ardsley Hazard Area Extent and Location Map 2

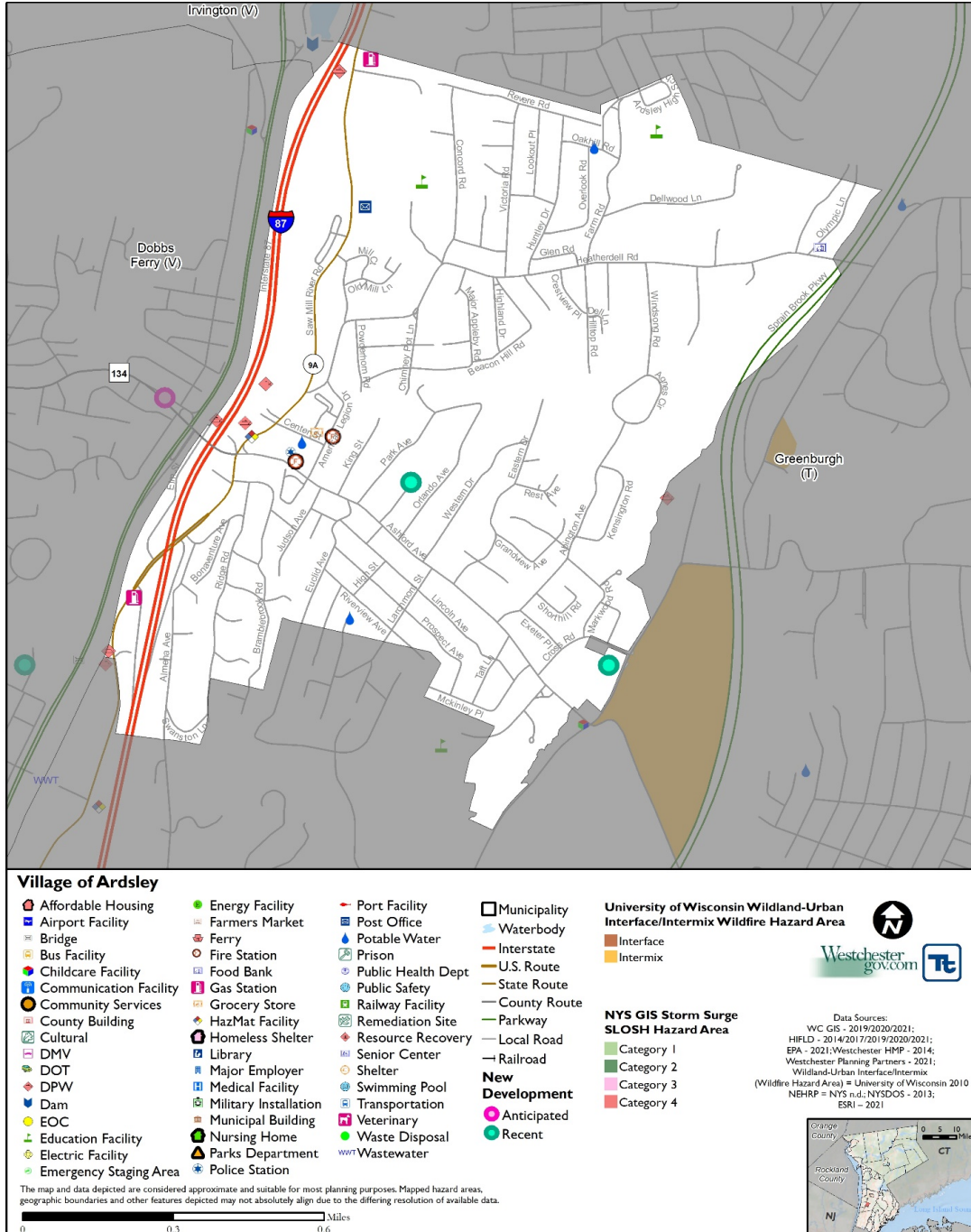


Figure 9.24-3. Village of Ardsley Hazard Area Extent and Location Map 3

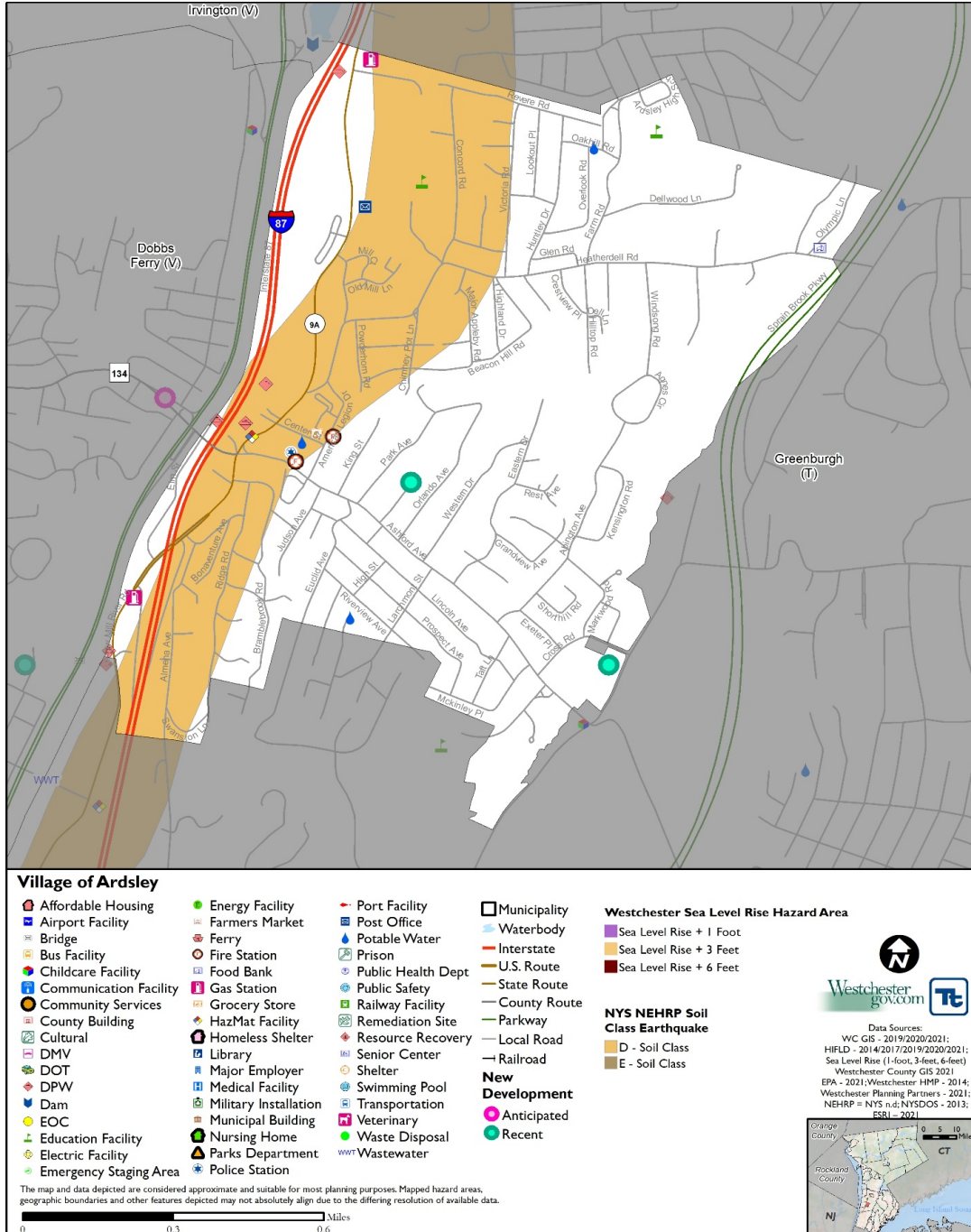
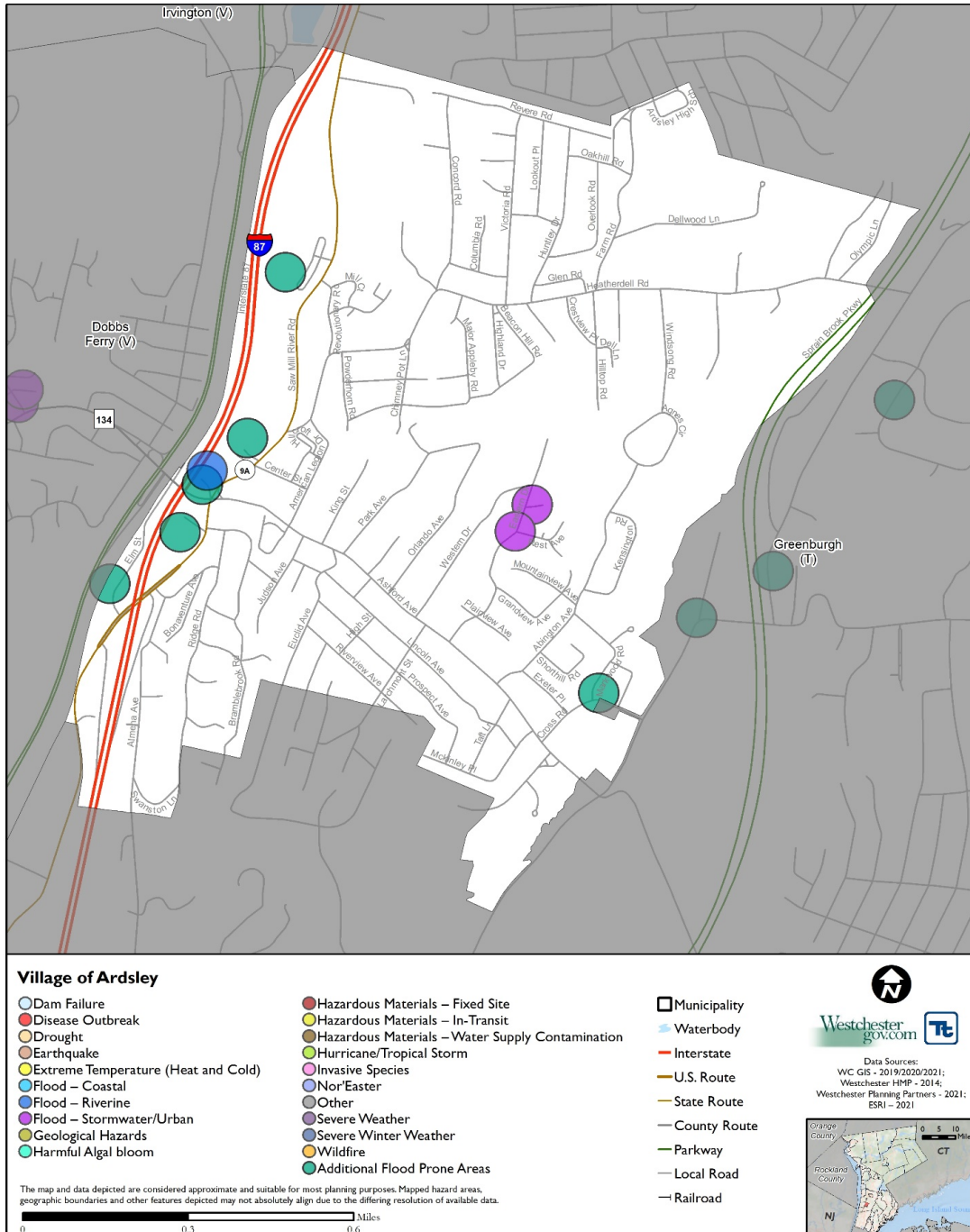


Figure 9.24-4. Village of Ardsley Hazard Area Extent and Location Map 4



Hazard Event History

Westchester County has a history of natural and non-natural hazard events as detailed in Volume I, Section 5 (Risk Assessment) of this plan. A summary of historical events is provided in each of the hazard profiles and includes a chronology of events that have affected the county and its municipalities.

The Village of Ardsley’s history of federally-declared (as presented by FEMA) and significant hazard events (as presented in NOAA-NCEI) is consistent with that of Westchester County. Table 9.24-15 provides details regarding municipal-specific loss and damages the Village experienced during hazard events since the last hazard mitigation plan update. Information provided in the table below is based on reference material or local sources. For details of these and additional events, refer to Volume I, Section 5.0 of this plan.

Table 9.24-15. Hazard Event History

Dates of Event	Event Type (Disaster Declaration if applicable)	County Designated?	Summary of Event	Municipal Summary of Damages and Losses
February 13, 2017	High Wind	No	Low pressure passed to the east of Westchester County and rapidly deepened, resulting in strong winds with gusts exceeding 70 mph.	Heavy snow, sleet and rain with high winds did not cause major damage in the Village. However, several tree limbs snapped and had to be cleared from the roadways
March 2, 2018	High Wind	No	A deep area of low pressure passed off the coast resulting in strong winds with gusts exceeding 70 mph.	Heavy snow, sleet and rain with high winds caused several trees to be uprooted and limbs to snap without causing major damage in the Village. It took several days for DPW to clean up from this storm.
April 13, 2020	High Wind	No	Deep low pressure passed to the west of the area resulting in high winds with gusts near 70 mph.	Heavy rain and high winds caused many trees and branches to fall causing short term road blockage. Several homes were hit by falling trees, but all except one were habitable.
August 4, 2020	Tropical Storm (DR-4567)	Yes	Tropical Storm Isaias passed over the region, resulting in high winds with gusts between 60-80 mph.	High winds and heavy rain caused flooding on Village roads. Many trees and power lines were brought down by the storm leaving several village roads closed until the utility company could clear the power lines. Full restoration and cleanup took about two weeks
January 20, 2020 – Present	Covid-19 Pandemic (EM-3434) (DR-4480)	Yes	Between March 1, 2020 and June 6, 2021, Westchester County reported 129,488 confirmed cases of COVID-19, and 2,284 total fatalities.	Several village employees were infected and staff worked with state mandated Covid restrictions in place for more than a year.

Notes:
 EM Emergency Declaration (FEMA)
 FEMA Federal Emergency Management Agency
 DR Major Disaster Declaration (FEMA)
 N/A Not applicable

Hazard Ranking and Vulnerabilities

The hazard profiles in Section 5.0 (Risk Assessment) of this plan have detailed information regarding each plan participant’s vulnerability to the identified hazards. The following summarizes the Village of Ardsley’s risk assessment results and data used to determine the hazard ranking.



Hazard Ranking

This section provides the community specific identification of the primary hazard concerns based on identified problems, impacts and the results of the risk assessment as presented in Section 5 (Risk Assessment) of the plan. The ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property, and the economy as well as community capability and changing future climate conditions. This input supports the mitigation action development to target those hazards with highest level of concern.

As discussed in Section 5.3 (Hazard Ranking), each participating jurisdiction may have differing degrees of risk exposure and vulnerability compared to Westchester County as a whole. Therefore, each municipality ranked the degree of risk to each hazard as it pertains to their community. The table below summarizes the hazard risk/vulnerability rankings of potential natural hazards for the Village of Ardsley. The Village of Ardsley has reviewed the county hazard risk/vulnerability risk ranking table as well as its individual results to reflect the relative risk of the hazards of concern to the community.

During the review of the hazard/vulnerability risk ranking, the Village indicated the following:

- The Village agreed with the calculated hazard rankings.

Table 9.24-16. Hazard Ranking Input

Disease Outbreak	Earthquake	Extreme Temperature	Flood	Severe Storm	Severe Winter Storm	Wildfire	CBRN
Low	Medium	Low	High	High	Medium	Low	Low

Note: The scale is based on the hazard rankings established in Section 5.3 and modified as appropriate during review by the jurisdiction

Critical Facilities

New York State Department of Environmental Conservation (DEC) Statute 6 CRR-NY 502.4 sets forth floodplain management criteria for State projects located in flood hazard areas. The law states that no such projects related to critical facilities shall be undertaken in a Special Flood Hazard Area (SFHA) unless constructed according to specific mitigation specifications, including being raised 2’ above the Base Flood Elevation (BFE). This statute is outlined at <http://tinyurl.com/6-CRR-NY-502-4>. While all vulnerabilities should be assessed and documented, the State places a high priority on exposure to flooding. Critical facilities located in an SFHA, or having ever sustained previous flooding, must be protected to the 0.2-percent annual chance flood event, or worst damage scenario. For those that do not meet these criteria, the jurisdiction must identify an action to achieve this level of protection (NYS DHSES 2017).

The table below identifies critical facilities in the community located in the 1-percent and 0.2-percent floodplain and presents Hazards United States (HAZUS) – Multi-Hazards (MH) estimates of the damage and loss of use to critical facilities as a result of a 1-percent annual chance flood event.

Table 9.24-17. Potential Flood Losses to Critical Facilities

Name	Type	Exposure		Potential Loss from 1% Flood Event		Addressed by Proposed Action
		1% Event	0.2% Event	Percent Structure Damage	Percent Content Damage	
690 SAW MILL RIVER RD	HazMat TRI	Y	Y	0.0	0.0	2021-Village of Ardsley-005



Name	Type	Exposure		Potential Loss from 1% Flood Event		Addressed by Proposed Action
		1% Event	0.2% Event	Percent Structure Damage	Percent Content Damage	
3 Elm Street	DPW	N	Y	0.0	0.0	2021-Village of Ardsley-002

Source: Westchester HMP 2021; FEMA 2007

Identified Issues

After review of the Village of Ardsley’s hazard event history, hazard rankings, jurisdiction specific vulnerabilities, hazard area extent and location, and current capabilities, the Village of Ardsley has identified the following vulnerabilities within their community:

- Frequent flooding events have resulted in damages to residential properties. These properties have been repetitively flooded as documented by paid NFIP claims. The Village has 160 repetitive loss properties, but other properties may be impacted by flooding as well. There are two main flood corridors in the Village. The first is the land adjacent to the Saw Mill River. The second is the area adjacent to the Sprain Brook.
- The DPW garage at 3 Elm Street is in a flood prone area. A new highway garage is being constructed outside of the floodplain. Critical facilities require backup power in order to maintain critical services. The Garage provides critical services during and immediately following hazard events. The new garage will require a backup power source.
- The Village of Ardsley experienced damage as a result of the heavy rains caused by the remnants of Ida in areas not known for flooding, including:
 - Almena Avenue from somewhere around 551 Almena north to Carrier Avenue
 - Agnes Circle near the intersection of Abington
 - Park Avenue from 5-17 Park Avenue
 - Summit Avenue
- An emergency plan is in place but needs to be updated to address potential risks that have been recently identified.
- The Village has one critical facility located at 690 Saw Mill River Road which is located in the floodplain and is privately owned. Saw Mill River Road has also been identified as a floodprone roadway. The Road is under the County’s jurisdiction.
- Due to a low spot in the Summit Avenue neighborhood and a lack of adequate drainage, stormwater accumulates on Summit Avenue and causes minor flooding on neighboring properties.
- Cross Road Subdivision requires flood mitigation.
- The stormwater components of the Addyman Square flood control have become degraded over time.
- Flooding in VE Macy Park is caused due to debris clogging the water channel. Some of this debris may be the result of benches in the park.
- Due to lack of adequate drainage, stormwater accumulates on the road at Eastern Drive and causes minor flooding and sheeting over the roadway.
- The Village has not identified appropriate locations for the placement of temporary and permanent housing outside of the Special Flood Hazard Area.

Specific areas of concern based on resident response to the Westchester County Hazard Mitigation Citizen survey include:

- Saw Mill River Road is flood prone.



9.24.8 Mitigation Strategy and Prioritization

This section discusses past mitigations actions and status, describes proposed hazard mitigation initiatives, and their prioritization.

Past Mitigation Initiative Status

The following table indicates progress on the community’s mitigation strategy identified in the 2015 HMP. Actions that are carried forward as part of this plan update are included in the following subsection in its own table with prioritization. Previous actions that are now on-going programs and capabilities are indicated as such in the following table and may also be found under ‘Capability Assessment’ presented previously in this annex.

Table 9.24-18. Status of Previous Mitigation Actions

Project #	Project	Hazard(s) Addressed	Brief Summary of the Original Problem	Responsible Party	Status (In Progress, Ongoing, No Progress, Complete)	Evaluation of Success (if project status is complete)	1. Next Steps Project to be included in HMP or Discontinue 2. If including action in the HMP Update, revise/reword to be more specific (as appropriate). 3. If discontinue, explain why.
Ardsley-1 (LOI #746)	Rehabilitation of Addyman Square Flood Control	Flood, Severe Storm, Severe Winter Storm	Severe flooding on 9A	Village of Ardsley, Village Manager	No Progress	Cost: Ongoing Level of Protection: Damages Avoided; Evidence of Success: Flooding in the area was virtually eliminated	1. Include in HMP Update 2. 3.
Ardsley-2 (Former VA-1a)	Support reconstruction of Ashford Avenue Bridge over NYS Thruway and Saw Mill Parkway to reduce flooding caused by present bridge design. 20% complete. Plans were drawn, temporary repairs were made.	Flood, Severe Storm, Transportation Hazards	The bridge was structurally deficient and is a major evacuation route.	Westchester County with support of Village Administration	Complete	Cost: County Project Level of Protection: Damages Avoided; The bridge was constructed and is functioning as planned.	1. Discontinue 2. 3. The project is completed
Ardsley-3 (Former VA-1b)	Rebuild bridge/culvert at the intersection of Sprain Brook and Cross Roads. Also, reduce base flood elevation on Cross Road Subdivision property. 50% complete. Bridge/culvert repair completed by the Town of Greenburgh. See also Ardsley-4 following.	Flood, Severe Storm, Transportation Hazards	The culvert was undersized and caused water backup and flooding	Village Floodplain Administrator/Zoning Department with the support of Subdivision Contractor	Complete	Cost: Town Project Level of Protection: Damages Avoided; Flooding Evidence of Success: Flooding in the area has been greatly reduced	1. Discontinue 2. 3. Complete. Flooding has been substantially reduced in the area

Project #	Project	Hazard(s) Addressed	Brief Summary of the Original Problem	Responsible Party	Status (In Progress, Ongoing, No Progress, Complete)	Evaluation of Success (if project status is complete)	1. Next Steps Project to be included in HMP or Discontinue 2. If including action in the HMP Update, revise/reword to be more specific (as appropriate). 3. If discontinue, explain why.
Ardsley-4 (former VA-1b)	Cross Road Subdivision Flood Mitigation	Flood; Transportation Hazards	Heavy flooding due to brook overflowing its banks	Planning Board and Building Dept.	In Progress	Cost: Private Project Level of Protection: Damages Avoided; Evidence of Success: Flooding in the area has been reduced	1.Include in HMP Update 2.The dredging, stream re-channeling and restorative wetlands retention pond have been completed. The remainder of the work will be performed as each lot in the subdivision is built out 3.
Ardsley-5 (Former VA-2)	Perform dredging of Saw Mill River south of Ardsley Acres Motel - There is flooding at the culvert/bridge at the intersection of the Saw Mill River and Elm Street. This flooding hampers access to the highway garage and school bus depot. The dredging that Greenburgh will undertake south of the Ardsley Acres Motel should alleviate some, if not all of this flooding.	Flood, Severe Storm	Flooding due to the lack of a main channel	Town of Greenburgh Administrator with support of Village of Ardsley Administrator	No Progress	Cost: Level of Protection: Damages Avoided; Evidence of Success:	1. Discontinue 2. 3. This is a Town of Greenburgh project.
Ardsley-6 (Former VA-4)	Waterwheel Project Drainage Improvements	Flood, Severe Storm, Transportation Hazards	Stormwater flooded across 9A	Village of Ardsley Board of Trustees and Building Inspector	Complete	Cost: Private Funds Level of Protection: Damages Avoided; Flooding on 9A in that area has been reduced	1. Discontinue 2. 3. Complete
Ardsley-7 (Former VA-5)	Harrington Subdivision Drainage Improvements	Flood, Severe Storm, Transportation Hazards	Heavy flooding at houses on Park Ave due to runoff from site	Village of Ardsley Planning Board and Building Inspector	In Progress	Cost: Private Funds Level of Protection: Damages Avoided; Evidence of Success: Storm drainage system is functioning as designed reducing run-off in the area.	1. Discontinue 2.The project is nearing completion and all on-site stormwater retention is working as designed. 3.
Ardsley-8 (Former VA-6)	Investigate an engineering solution and implement road improvements for	Transportation Hazards	Traffic	Village of Ardsley DPW	Complete	Cost: State Funds Level of Protection: Damages Avoided; The completed project has	1. Discontinue 2. 3. Complete

Project #	Project	Hazard(s) Addressed	Brief Summary of the Original Problem	Responsible Party	Status (In Progress, Ongoing, No Progress, Complete)	Evaluation of Success (if project status is complete)	1. Next Steps Project to be included in HMP or Discontinue 2. If including action in the HMP Update, revise/reword to be more specific (as appropriate). 3. If discontinue, explain why.
	State Road 9A to increase traffic safety. 20% complete. The project was approved and the necessary land takings are complete.					reduced transportation hazards.	
Ardsley-9 (Former VA-7)	Work with Westchester County to anchor park benches in VE Macy park to reduce or avoid debris build-up and damming of river at the Elm Street bridge.	Flood, Severe Storm	Flooding due to debris clogging water channel	Village of Ardsley Administrator	In Progress	Cost: Level of Protection: Damages Avoided; Evidence of Success:	1. Include in HMP Update 2. 3.
Ardsley-10 (Former VA-9/10)	Acquire and/or Retrofit structures located in hazard-prone areas to protect structures from future damage, with repetitive loss and severe repetitive loss properties as priority focusing on 5 Repetitive and 1 Severe Repetitive Loss properties along Saw Mill River Road (9a) from about Ashford Avenue south to Elm Street.	Flood, Severe Storm, Earthquake		Village Building Inspector (via NFIP Floodplain Administrator), with the support of NYS DHSES, FEMA	In Progress	Cost: Level of Protection: Damages Avoided; Evidence of Success:	1. Include in HMP Update 2. 3.

Completed Mitigation Initiatives Not Identified in the Previous Mitigation Strategy

The Village of Ardsley has identified the following mitigation projects/activities that have also been completed but were not identified in the previous mitigation strategy in the 2015 HMP:

- None identified.

Proposed Hazard Mitigation Initiatives for the HMP Update

The Village of Ardsley participated in a mitigation action workshop in October 2021 and was provided the following FEMA publications to use as a resource as part of their comprehensive review of all possible activities and mitigation measures to address their hazards: FEMA 551 ‘Selecting Appropriate Mitigation Measures for Floodprone Structures’ (March 2007) and FEMA ‘Mitigation Ideas – A Resource for Reducing Risk to Natural Hazards’ (January 2013).

The table below indicates the range of proposed mitigation action categories.

Table 9.24-19. Analysis of Mitigation Actions by Hazard and Category

Hazard	FEMA				CRS					
	LPR	SIP	NSP	EAP	PR	PP	PI	NR	SP	ES
Disease Outbreak		X								X
Earthquake		X								X
Extreme Temperature		X								X
Flood	X	X			X	X			X	X
Severe Storm	X	X			X	X			X	X
Severe Winter Storm		X								X
Wildfire		X								X
CBRN		X								X

Note: Section 6 (Mitigation Strategy) provides for an explanation of the mitigation categories.

Table 9.24-20 summarizes the comprehensive-range of specific mitigation initiatives the Village of Ardsley would like to pursue in the future to reduce the effects of hazards. Some of these initiatives may be previous actions carried forward for this plan update. These initiatives are dependent upon available funding (grants and local match availability) and may be modified or omitted at any time based on the occurrence of new hazard events and changes in municipal priorities. Both the four FEMA mitigation action categories and the six CRS mitigation action categories are listed in the table below to further demonstrate the wide-range of activities and mitigation measures selected.

As discussed in Section 6, 14 evaluation/prioritization criteria are used to complete the prioritization of mitigation initiatives. For each new mitigation action, a numeric rank is assigned (-1, 0, or 1) for each of the 14 evaluation criteria to assist with prioritizing your actions as ‘High’, ‘Medium’, or ‘Low.’ The table below summarizes the evaluation of each mitigation initiative, listed by Action Number.

Table 9.24-21 provides a summary of the prioritization of all proposed mitigation initiatives for the HMP update.



Table 9.24-20. Proposed Hazard Mitigation Initiatives

Project Number	Project Name	Goals Met	Hazard(s) to be Mitigated	Description of Problem and Solution	Critical Facility (Yes/No)	EHP Issues	Estimated Timeline	Lead Agency	Estimated Costs	Estimated Benefits	Potential Funding Sources	Priority	Mitigation Category	CRS Category
2021-Village of Ardsley-001	Repetitive Loss Mitigation	1, 2	Flood, Severe Storm	<p>Problem: Frequent flooding events have resulted in damages to residential properties. These properties have been repetitively flooded as documented by paid NFIP claims. The Village has 28 repetitive loss properties, but other properties may be impacted by flooding as well. There are two main flood corridors in the Village. The first is the land adjacent to the Saw Mill River. The second is the area adjacent to the Sprain Brook.</p> <p>Solution: Conduct outreach to 40 flood-prone property owners, including RL/SRL property owners and provide information on mitigation alternatives. After preferred mitigation measures are identified, collect required property-owner information and develop a FEMA grant application and BCA to obtain funding to implement acquisition/purchase/moving/elevating residential homes in the flood prone areas that experience frequent flooding (high risk areas).</p>	No	None	3 years	NFIP Floodplain Administrator, supported by homeowners	High	Eliminates flood damage to homes and residents, creates open space for the municipality increasing flood storage.	FEMA HMGP and FMA, local cost share by residents	High	SIP	PP
2021-Village of Ardsley-002	DPW Garage	1, 2	All Hazards	<p>Problem: The DPW garage at 3 Elm Street is in a flood prone area. A new highway garage is being constructed outside of the floodplain. Critical facilities require backup power in order to maintain critical services. The Garage provides critical services during and immediately following</p>	Yes	None	Within 5 years	Engineer, Public Works	High	Critical facility protected from flood damages. Protect public health and safety, and	FEMA HMGP and BRIC, USDA Community Facilities Grant Program, Emergency	High	SIP	ES



Project Number	Project Name	Goals Met	Hazard(s) to be Mitigated	Description of Problem and Solution	Critical Facility (Yes/No)	EHP Issues	Estimated Timeline	Lead Agency	Estimated Costs	Estimated Benefits	Potential Funding Sources	Priority	Mitigation Category	CRS Category
				<p>hazard events. The new garage will require a backup power source.</p> <p>Solution: The Engineer will research what size generator is needed to power the newly constructed DPW Garage. The Village will then purchase and install the selected generator and necessary electrical components to supply backup power to the DPW. Public Works will be responsible for maintenance and testing of the generator following installation. All components will be protected to the 500-year flood level.</p>						ensure continued operation of critical facility and essential functions during power outages.	Management Performance Grants (EMPG) Program, Municipal Budget			
2021-Village of Ardsley -003	Urban Flooding Study	1, 2	Flood, Severe Storm	<p>Problem: The Village of Ardsley experienced damage as a result of the heavy rains caused by the remnants of Ida in areas not known for flooding including:</p> <ul style="list-style-type: none"> • Somewhere in the vicinity of 557 Almena north to Carrier Avenue • Agnes Circle near the intersection of Abington • southern end of Ridge Road and Park Avenue • Summit Avenue <p>Solution: The Village will conduct a flood study to identify the causes of flooding caused by Ida in areas of the Village that are not normally prone to flooding. Sources of flooding that have cost-effective solutions will be addressed.</p>	No	None	Within 5 years	Engineer	Medium	Flood sources identified and addressed	BRIC, Village budget	High	LPR, SIP	PP, SP
2021-Village of Ardsley -004	Update Emergency Plan	2	All Hazards	<p>Problem: An emergency plan is in place but needs to be updated to address potential risks that have been recently identified.</p>	No	None	1 year	OEM	Staff time	Plan addresses new hazards,	Village budget	High	LPR	ES



Project Number	Project Name	Goals Met	Hazard(s) to be Mitigated	Description of Problem and Solution	Critical Facility (Yes/No)	EHP Issues	Estimated Timeline	Lead Agency	Estimated Costs	Estimated Benefits	Potential Funding Sources	Priority	Mitigation Category	CRS Category
				Solution: The Village will update the Comprehensive Emergency Management Plan to integrate information from the HMP and identify evacuation routes and procedures.						integrates HMP				
2021-Village of Ardsley -005	Critical Facility Flood Outreach	3	Flood	Problem: The Village has one critical facility located at 690 Saw Mill River Road which is located in the floodplain and is privately owned. Saw Mill River Road has also been identified as a floodprone roadway. The Road is under the State's jurisdiction. Solution: The FPA will conduct outreach to the facility manager and the State DOT to discuss flood exposure and potential options for mitigation.	Yes 💧	None	Within 6 months	FPA	Staff time	Facility manager and State DOT aware of flood exposure and potential mitigation options	Municipal budget	High	EAP	PI
2021-Village of Ardsley -006	Summit Avenue Drainage	1, 2	Flood, Severe Storm	Problem: Due to a low spot in the Summit Avenue neighborhood and lack of adequate drainage, stormwater accumulates on Summit Avenue and causes minor flooding on neighboring properties. Solution: The Village will install drainage on Summit Avenue to provide a means of draining stormwater out of this neighborhood. The Village will obtain easements from several property owners to run a storm sewer line through their properties and install the storm sewer.	No	None	Within 5 years	Village Manager, Highway Foreman, Consulting engineer	High	Reduced or eliminated risk to property damage from flooding	HMGP, BRIC, Village budget	High	SIP	SP
2021-Village of	Eastern Drive Drainage Project	2	Flood, Severe Storm	Problem: Due to lack of adequate drainage, stormwater accumulates on the road at Eastern Drive and causes	No	None	Within 5 years	Village Manager, Highway Foreman,	High	Reduced or eliminated risk to property	HMGP, BRIC, Village budget	High	SIP	SP



Project Number	Project Name	Goals Met	Hazard(s) to be Mitigated	Description of Problem and Solution	Critical Facility (Yes/No)	EHP Issues	Estimated Timeline	Lead Agency	Estimated Costs	Estimated Benefits	Potential Funding Sources	Priority	Mitigation Category	CRS Category
Ardsley -007				<p>minor flooding and sheeting over the roadway.</p> <p>Solution: The Village will complete a drainage project to provide a storm sewer system where none currently exists on Eastern Drive from the intersection of Western Drive to the intersection of Grandview Avenue.</p>				Consulting engineer		damage from flooding				
2021-Village of Ardsley -008	Cross Road Subdivision	2	Flood, Severe Storm	<p>Problem: Cross Road Subdivision requires flood mitigation.</p> <p>Solution: The dredging, stream re-channeling and restorative wetlands retention pond projects have been completed. The remainder of the work will be performed as each lot in the subdivision is built out. Each lot will provide drywells for on-site stormwater retention as wells as storm drainage for the proposed new roads.</p>	No	None	Within 5 years	Engineer	High	Flood risk reduced	Developers	High	SIP	PR, SP
2021-Village of Ardsley -009	Addyman Square Flood Control	2	Flood	<p>Problem: The stormwater components of the Addyman Square flood control have become degraded over time.</p> <p>Solution: The Village DPW will survey the stormwater components at Addyman Square and make repairs to degraded components.</p>	No	None	Within 5 years	DPW	Medium	Flood control components restored	BRIC, HMGP, Village budget	High	SIP	SP

Project Number	Project Name	Goals Met	Hazard(s) to be Mitigated	Description of Problem and Solution	Critical Facility (Yes/No)	EHP Issues	Estimated Timeline	Lead Agency	Estimated Costs	Estimated Benefits	Potential Funding Sources	Priority	Mitigation Category	CRS Category
2021-Village of Ardsley -010	Anchor Benches in VE Macy Park	2, 4	Flood	<p>Problem: Flooding in VE Macy Park is caused by debris clogging the water channel. Some of this debris may be the result of benches in the park.</p> <p>Solution: The Village Administrator will work with Westchester County to anchor park benches in VE Macy Park to reduce or avoid debris build-up and damming of river at the Elm Street bridge.</p>	No	None	Within 1 year	Administrator, Westchester County	Low	Reduction in lost benches, flooding	Village and County budgets	High	SIP	PP
2021-Village of Ardsley -011	Temporary and Permanent Housing	1, 2	All Hazards	<p>Problem: The Village has not identified appropriate locations for the placement of temporary and permanent housing outside of the Special Flood Hazard Area.</p> <p>Solution: The Village will work with Westchester County to identify appropriate locations for the siting of temporary and permanent housing within the region.</p>	No	None	6 months	Administration working with Westchester County	Staff time	Temporary and permanent housing locations identified	Village budget	High	LPR	ES

Notes:

Not all acronyms and abbreviations defined below are included in the table.

Acronyms and Abbreviations:

CAV Community Assistance Visit
 CRS Community Rating System
 DPW Department of Public Works
 EHP Environmental Planning and Historic Preservation
 FEMA Federal Emergency Management Agency
 FPA Floodplain Administrator
 HMA Hazard Mitigation Assistance
 N/A Not applicable
 NFIP National Flood Insurance Program
 OEM Office of Emergency Management

Potential FEMA HMA Funding Sources:

FMA Flood Mitigation Assistance Grant Program
 HMGP Hazard Mitigation Grant Program
 BRIC Building Resilient Infrastructure and Communities Program

Timeline:

The time required for completion of the project upon implementation

Cost:


The estimated cost for implementation.

Benefits:

A description of the estimated benefits, either quantitative and/or qualitative.



Critical Facility:

Yes  Critical Facility located in 1% floodplain

Mitigation Category:

- *Local Plans and Regulations (LPR)* – These actions include government authorities, policies or codes that influence the way land and buildings are being developed and built.
- *Structure and Infrastructure Project (SIP)* - These actions involve modifying existing structures and infrastructure to protect them from a hazard or remove them from a hazard area. This could apply to public or private structures as well as critical facilities and infrastructure. This type of action also involves projects to construct manmade structures to reduce the impact of hazards.
- *Natural Systems Protection (NSP)* – These are actions that minimize damage and losses, and also preserve or restore the functions of natural systems.
- *Education and Awareness Programs (EAP)* – These are actions to inform and educate citizens, elected officials, and property owners about hazards and potential ways to mitigate them. These actions may also include participation in national programs, such as StormReady and Firewise Communities

CRS Category:

- *Preventative Measures (PR)* - Government, administrative or regulatory actions, or processes that influence the way land and buildings are developed and built. Examples include planning and zoning, floodplain local laws, capital improvement programs, open space preservation, and storm water management regulations.
- *Property Protection (PP)* - These actions include public activities to reduce hazard losses or actions that involve (1) modification of existing buildings or structures to protect them from a hazard or (2) removal of the structures from the hazard area. Examples include acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass.
- *Public Information (PI)* - Actions to inform and educate citizens, elected officials, and property owners about hazards and potential ways to mitigate them. Such actions include outreach projects, real estate disclosure, hazard information centers, and educational programs for school-age children and adults.
- *Natural Resource Protection (NR)* - Actions that minimize hazard loss and also preserve or restore the functions of natural systems. These actions include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
- *Structural Flood Control Projects (SP)* - Actions that involve the construction of structures to reduce the impact of a hazard. Such structures include dams, setback levees, floodwalls, retaining walls, and safe rooms.
- *Emergency Services (ES)* - Actions that protect people and property during and immediately following a disaster or hazard event. Services include warning systems, emergency response services, and the protection of essential facilities

Table 9.24-21. Summary of Prioritization of Actions

Project Number	Project Name	Life Safety	Property Protection	Cost-Effectiveness	Technical	Political	Legal	Fiscal	Environmental	Social	Administrative	Multi-Hazard	Timeline	Agency Champion	Other Community Objectives	Total	High / Medium / Low
2021-Village of Ardsley-001	Repetitive Loss Mitigation	1	1	1	1	1	1	0	1	0	0	1	0	1	1	10	High
2021-Village of Ardsley-002	DPW Garage	1	1	1	1	1	1	0	1	1	1	1	1	1	1	13	High
2021-Village of Ardsley-003	Urban Flooding Study	1	1	1	0	1	1	0	1	1	1	1	0	1	1	11	High
2021-Village of Ardsley-004	Update Emergency Plan	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14	High
2021-Village of Ardsley-005	Critical Facility Flood Outreach	1	1	1	1	1	1	1	1	1	1	0	1	1	1	13	High
2021-Village of Ardsley-006	Summit Avenue Drainage	1	1	1	1	1	0	0	1	1	1	1	0	1	1	11	High
2021-Village of Ardsley-007	Eastern Drive Drainage Project	0	1	1	1	1	1	0	1	1	1	1	0	1	1	11	High
2021-Village of Ardsley-008	Cross Road Subdivision	1	1	1	1	1	1	1	1	1	1	1	0	1	1	13	High
2021-Village of Ardsley-009	Addyman Square Flood Control	1	1	1	1	1	1	0	1	1	1	1	0	1	1	12	High
2021-Village of Ardsley-010	Anchor Benches in VE Macy Park	0	1	1	1	1	0	1	1	1	1	0	1	1	1	11	High
2021-Village of Ardsley-011	Temporary and Permanent Housing	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14	High

Note: Refer to Section 6, which conveys guidance on prioritizing mitigation actions. Low (0-4), Medium (5-8), High (9-14).



9.24.9 Action Worksheets

The following action worksheets have been developed by the Village of Ardsley to aid in the submittal of grant applications to support the funding of high priority proposed actions.

Action Worksheet			
Project Name:	Repetitive Loss Mitigation		
Project Number:	2021-Village of Ardsley-001		
Risk / Vulnerability			
Hazard(s) of Concern:	Severe Storm, Flood		
Description of the Problem:	Frequent flooding events have resulted in damages to residential properties. These properties have been repetitively flooded as documented by paid NFIP claims. The Village has 28 repetitive loss properties, but other properties may be impacted by flooding as well. There are two main flood corridors in the Village. The first is the land adjacent to the Saw Mill River. The second is the area adjacent to the Sprain Brook.		
Action or Project Intended for Implementation			
Description of the Solution:	Conduct outreach to 40 flood-prone property owners, including RL/SRL property owners and provide information on mitigation alternatives. After preferred mitigation measures are identified, collect required property-owner information and develop a FEMA grant application and BCA to obtain funding to implement acquisition/purchase/moving/elevating residential homes in the flood prone areas that experience frequent flooding (high risk areas).		
Is this project related to a Critical Facility or Lifeline?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Is this project related to a Critical Facility located within the 100-year floodplain?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
(If yes, this project must intend to protect the 500-year flood event or the actual worse case damage scenario, whichever is greater)			
Level of Protection:	1% annual chance flood event + freeboard (<i>in accordance with flood ordinance</i>)	Estimated Benefits (losses avoided):	Eliminates flood damage to homes and residents, creates open space for the municipality increasing flood storage.
Useful Life:	Acquisition: Lifetime Elevation: 30 years (residential)	Goals Met:	1, 2
Estimated Cost:	High	Mitigation Action Type:	Structure and Infrastructure Project
Plan for Implementation			
Prioritization:	High	Desired Timeframe for Implementation:	6-12 months
Estimated Time Required for Project Implementation:	Three years	Potential Funding Sources:	FEMA HMGP and FMA, local cost share by residents
Responsible Organization:	NFIP Floodplain Administrator, supported by homeowners	Local Planning Mechanisms to be Used in Implementation if any:	Hazard Mitigation
Three Alternatives Considered (including No Action)			
Alternatives:	Action	Estimated Cost	Evaluation
	No Action	\$0	Current problem continues
	Elevate homes	\$500,000	When this area floods, the entire area is impacted; elevating homes would not eliminate the problem and still lead to road closures and impassable roads
	Elevate roads	\$500,000	Elevated roadways would not protect the homes from flood damages
Progress Report (for plan maintenance)			
Date of Status Report:			
Report of Progress:			



Update Evaluation of the Problem and/or Solution:	
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Action Worksheet		
Project Name:	Repetitive Loss Mitigation	
Project Number:	2021-Village of Ardsley-001	
Criteria	Numeric Rank (-1, 0, 1)	Provide brief rationale for numeric rank when appropriate
Life Safety	1	Families moved out of high-risk flood areas.
Property Protection	1	Properties removed from high-risk flood areas.
Cost-Effectiveness	1	Cost-effective project
Technical	1	Technically feasible project
Political	1	
Legal	1	The Village has the legal authority to conduct the project.
Fiscal	0	Project will require grant funding.
Environmental	1	
Social	0	Project would remove families from the flood prone areas of the Village.
Administrative	0	
Multi-Hazard	1	Severe Storm, Flood
Timeline	0	
Agency Champion	1	NFIP Floodplain Administrator, supported by homeowners
Other Community Objectives	1	
Total	10	
Priority (High/Med/Low)	High	

Action Worksheet			
Project Name:	DPW Garage		
Project Number:	2021-Village of Ardsley-002		
Risk / Vulnerability			
Hazard(s) of Concern:	All Hazards		
Description of the Problem:	The DPW garage at 3 Elm Street is in a flood prone area. A new highway garage is being constructed outside of the floodplain. Critical facilities require backup power in order to maintain critical services. The Garage provides critical services during and immediately following hazard events. The new garage will require a backup power source.		
Action or Project Intended for Implementation			
Description of the Solution:	The Engineer will research what size generator is needed to power the newly constructed DPW Garage. The Village will then purchase and install the selected generator and necessary electrical components to supply backup power to the DPW. Public Works will be responsible for maintenance and testing of the generator following installation. All components will be protected to the 500-year flood level.		
Is this project related to a Critical Facility?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Is this project related to a Critical Facility located within the 100-year floodplain?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
(If yes, this project must intend to protect the 500-year flood event or the actual worse case damage scenario, whichever is greater)			
Level of Protection:	N/A	Estimated Benefits (losses avoided):	Protect public health and safety, and ensure continued operation of critical facility and essential functions during power outages.
Useful Life:	20 years	Goals Met:	1, 2, 6
Estimated Cost:	High	Mitigation Action Type:	Structure and Infrastructure Projects (SIP)
Plan for Implementation			
Prioritization:	High	Desired Timeframe for Implementation:	Within 2 years
Estimated Time Required for Project Implementation:	1 year	Potential Funding Sources:	FEMA HMGP and BRIC, USDA Community Facilities Grant Program, Emergency Management Performance Grants (EMPG) Program, Municipal Budget
Responsible Organization:	Engineer, Public Works	Local Planning Mechanisms to be Used in Implementation if any:	Hazard Mitigation, Emergency Management
Three Alternatives Considered (including No Action)			
Alternatives:	Action	Estimated Cost	Evaluation
	No Action	\$0	Problem continues.
	Install solar panels	\$100,000	Weather dependent; need large amount of space for installation; expensive if repairs needed
Install wind turbine	\$100,000	Weather dependent; poses a threat to wildlife; expensive repairs if needed	
Progress Report (for plan maintenance)			
Date of Status Report:			
Report of Progress:			
Update Evaluation of the Problem and/or Solution:			



Action Worksheet		
Project Name:	Backup Power for Critical Facilities	
Project Number:	2021-Town of North Castle-002	
Criteria	Numeric Rank (-1, 0, 1)	Provide brief rationale for numeric rank when appropriate
Life Safety	1	Project will protect critical services of critical facilities
Property Protection	1	Project will protect buildings from power loss.
Cost-Effectiveness	1	
Technical	1	
Political	1	
Legal	1	The Village has the legal authority to complete the project.
Fiscal	0	Project requires funding support.
Environmental	1	
Social	1	
Administrative	1	
Multi-Hazard	1	All Hazards
Timeline	1	Within 2 years
Agency Champion	1	Engineer, Public Works
Other Community Objectives	1	
Total	13	
Priority (High/Med/Low)	High	

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN
CONTRACT FOR BOND COUNSEL SERVICES WITH
ORRICK, HERRINGTON & SUTCLIFFE, LLP**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed contract for bond counsel services with Orrick, Herrington, Sutcliffe, LLP located at 51 West 52nd Street, New York, New York 10019-6142 from January 1, 2022 through December 31, 2022.

VILLAGE OF ARDSLEY
BOND COUNSEL CONTRACT
2022

This Agreement is entered into this 1st day of January 2022 by and between the Board of Trustees of the Village of Ardsley (hereinafter the "VILLAGE"), having its principal place of business for the purpose of this Agreement at 507 Ashford Avenue, Ardsley, New York 10502, and Orrick Herrington & Sutcliffe, LLP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 51 West 52nd Street, New York, New York.

A. TERM

The term of this Agreement shall be from January 1, 2022 through December 31, 2022, inclusive, unless terminated early as provided for in this Agreement. It is understood that the VILLAGE is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

The Bond Counsel shall:

1. Render an opinion in connection with the issuance of obligations by the VILLAGE regarding:
 - a. whether the VILLAGE's obligations have been properly authorized and issued and are valid,
 - b. that the essential sources of security for the VILLAGE's obligations have been legally provided for, and
 - c. that interest on the VILLAGE's obligations is exempt from federal income taxation.
2. Prepare a record that is sufficient to render the necessary legal opinions.
3. Participate in conferences and telephone discussions with representatives of the VILLAGE regarding the capital and/or cash flow financing requirements.
4. Draft authorizing documents for the Board relating to financings, and proceedings with respect to the sale of the VILLAGE's notes and/or bonds;
5. Advise the VILLAGE on best practices and recommended procedures, and make modifications to policy and procedure as requested by the VILLAGE for efficient operations and auditing requirements.
6. Provide advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations and the disclosure rules of the Securities and Exchange Commission;
7. Participate with VILLAGE and its financial advisors in scheduling and structuring each note and/or bond financing;
8. Assist in drafting and review of agreements, forms and underlying documentation relating to the financing;
9. Assist in the preparation and review of the official statement and other necessary documents, if any, used in the public offering of VILLAGE's notes and/or bonds;
10. Assist, upon request, in the negotiation of contracts and other matters related to the note and/or bond offering and rendering of additional opinions as to specific matters;
11. Provide administrative coordination of meetings and sale and closing arrangements;

12. Consult with the VILLAGE, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;
13. Attend to all necessary Internal Revenue Service issue reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
14. Prepare, draft and review closing papers including, but not limited to:
 - a. Certificate of Determination of the Village Treasurer,
 - b. Closing Certificate,
 - c. VILLAGE Attorney's Certificate, (if required)
 - d. Arbitrage and Use of Proceeds Certificate, and
 - e. Certificate with Respect to the Official Statement;
15. Prepare the form of the note and/or bond for each note and/or bond sale;
16. Prepare the draft opinion for each note and/or bond sale, and the furnishing of same to the credit rating agencies, as requested;
17. Prepare all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;
18. Deliver securities to The Depository Trust Company in New York City to be held in escrow until the closing;
19. Render final approving legal opinion with respect to each financing;
20. Administer coordination of closings with the VILLAGE, financial advisor, underwriter and the Depository Trust Company;
21. Provide continuous and unlimited communication and assistance to the VILLAGE throughout the course of each financial transaction;
22. Meet Insurance Requirements.
23. Maintain and archive all claim files and will ensure strict confidentiality of all employee data, records, and files. Bond Counsel will not make available to any outside party, vendor, or sales or marketing organization, any records or information pertaining to VILLAGE or its employees.
24. Defend, indemnify and "hold harmless" the VILLAGE from any claim, demand, lawsuit, judgment, cost or expense, including reasonable attorney's fees, which arises from any negligent act or omission by Bond Counsel in the performance of services under this agreement for the VILLAGE. Not be responsible for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, strike, power failure, interruption or loss of telephone or telecommunication services, or governmental act of regulation; or the failure of the VILLAGE to provide complete and correct provider information and/or employee records and information.

C. COMPENSATION:

1. The VILLAGE shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to

the VILLAGE.

i. [SEE ATTACHED SERVICE AND FEE SCHEDULE]

2. The CONSULTANT shall submit invoices for payment on a per transaction basis.
3. The VILLAGE shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the VILLAGE may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the VILLAGE to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the VILLAGE terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an independent Contractor, and therefore, be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Workers' Compensation, unemployment insurance, New York State Employees' Retirement System, health and dental insurance, or malpractice insurance or the like.
 - c. VILLAGE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.
3. VILLAGE reserves the right to reject any of the CONSULTANT'S staff, which the VILLAGE, at its sole discretion, may deem unqualified.
 4. Defense /Indemnification
 - a. CONSULTANT agrees to defend, indemnify and hold harmless the VILLAGE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. VILLAGE agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VILLAGE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
 - i. To Village: Village Manager
 - ii. To Consultant: Douglas E. Goodfriend, Esq.
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations arising under this Agreement shall be litigated in the Courts of Westchester County, New York.
10. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year above written.

CONSULTANT:

By: **Douglas Goodfriend**
Partner, Orrick Herrington & Sutcliffe, LLP

VILLAGE:

By: VILLAGE OF ARDSLEY, NEW YORK

Name: _____

Title: _____

ORRICK, HERRINGTON & SUTCLIFFE LLP
GENERAL OBLIGATION FEE SCHEDULE (2022)

BOND ANTICIPATION NOTES

<u>Principal Amount</u>	<u>Fee</u>
Up to \$ 99,000	\$ 685
\$100,000 to \$299,000	\$ 825
\$300,000 to \$599,000	\$ 935
\$600,000 to \$799,000	\$1,150
\$800,000 to \$999,999	\$1,425
\$1,000,000 to \$1,999,999	\$1,825 <i>plus</i> 85 cents per \$1,000 on amount over \$1,000,000
\$2,000,000 to \$2,999,999	\$2,825 <i>plus</i> 75 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to \$3,999,999	\$3,875 <i>plus</i> 65 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 and \$19,999,999	\$5,215 <i>plus</i> 55 cents per \$1,000 on amount over \$4,000,000
\$20,000,000 to \$49,999,999	\$14,015 <i>plus</i> 50 cents per \$1,000 on amount over \$20,000,000
\$50,000,000 and up	\$30,000 <i>plus</i> 40 cents per \$1,000 on amount over \$50,000,000
PLUS	\$300 for each extra set of closing papers (separate purchasers).
PLUS	A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).
PLUS	\$875 for review of Official Statement.
PLUS	\$350 for Material Events or Continuing Disclosure certification.
PLUS	\$350 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.

NO INCIDENTAL EXPENSE CHARGES

CASH FLOW FINANCINGS

- Budget or Deficiency Notes: Base fee \$975 plus 90 cents per \$1,000 plus \$25 for each extra specific purpose for which the notes are being issued.
- RANs: Base fee \$975, plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of aid or revenue in anticipation of which the notes are being issued.
- TANs: Base fee \$975 plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of taxes or assessments in anticipation of which the notes are being issued.
- PLUS** \$875 for review of Official Statement.
- PLUS** \$350 for Material Events or Continuing Disclosure certification.
- PLUS** \$350 for bond tax law review.

BOND ISSUES (PUBLIC SALE)

\$6,000 base fee **PLUS** (if applicable):

- 1) \$875 Review of Official Statement.
- 2) \$500 Review of bond insurance documents, if applicable.
- 3) \$350 Continuing Disclosure certification.
- 4) \$350 for Bond Tax Law Review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.
- 5) \$1.00/\$1,000 principal amount of the issue up to and including the first \$25,000,000 principal amount of the bond issue.
- 6) \$.75/\$1,000 thereafter.
- 7) A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

NO INCIDENTAL EXPENSE CHARGES

SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$4,750 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$6,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE)
(E.G., ADVANCE REFUNDINGS, DISCOUNT BONDS)

Same as for public sale with the addition of hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance.

STATUTORY INSTALLMENT BONDS

\$1,750 base fee.

PLUS \$1.00/\$1,000 principal amount of the issue.

PLUS A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

\$1,500 for Town district formation proceedings including election proceedings required or desired.

\$1,500 for Town district consolidation proceedings.

\$750 for Town district Section 202-b improvement proceedings.

\$750 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum.

HOURLY RATES

All billing will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the client in advance of performance of any duties to be based on hourly rates has been obtained.

NO INCIDENTAL EXPENSE CHARGES

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend
Thomas E. Myers
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000
Fax: (212) 506-5151

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN
AGREEMENT FOR FINANCIAL ADVISOR SERVICES WITH
CAPITAL MARKETS ADVISORS, LLC**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute the proposed agreement for financial advisor services with Capital Markets Advisors, LLC located at 11 Grace Avenue, Suite 308, Great Neck, New York 11030 from January 1, 2022 through May 31, 2023.



11 Grace Avenue, Suite 308
Great Neck, New York 11030
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this ____ day of _____, 2021 by and between the Village of Ardsley, New York ("Village") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Village during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Village's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Village, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Village, CMA will assist the Village in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Village to efficiently manage each Issue in order to meet the Village's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the Village as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing, will be as follows:
- For new money bond issues: \$9,250 for issues up to \$3 million plus \$0.50 per \$1,000 issued over \$3 million
 - For note issues: \$5,250
 - For notes sold with only a Term Sheet and no Official Statement: \$3,250
 - For capital lease issues: \$6,500 for issues plus \$.50 per \$1,000 of lease issued
 - For refunding bond issues: \$17,500 plus \$1.25 per \$1,000 issued
 - For Limited Continuing Disclosure: \$750 annually, inclusive of all required Material Event Notices
 - For Full Continuing Disclosure: \$2,600 annually, inclusive of required Event Notices
 - For services unrelated to a bond issuance: billed at an hourly fee of \$195 per hour.
- 2.02 The Village will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to May 31, 2023.

Section 4 Disclosure

CMA does not assume the responsibilities of the Village, nor the responsibilities of the other professionals and vendors representing the Village, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Village. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Village. Information obtained by CMA, either through its own efforts or provided by the Village, included in the financing documents, or otherwise provided to the Village, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information:

(i) CMA is registered as an independent municipal advisor with the MSRB (Registration No. K0489) and the US Securities and Exchange Commission (“SEC”) (Registration No. 867-00807); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the Village. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA’s ability to service the Village.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Village or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

VILLAGE OF ARDSLEY, NEW YORK

Richard Tortora

Richard Tortora
President

By: _____

Name: _____

Title: _____

**RESOLUTION TO AWARD BID FOR
PROPOSED ARDSLEY ROAD ACCESS**

WHEREAS, a public notice for the proposed Ardsley Road Access project was duly advertised in an official newspaper on November 1, 2021; and

WHEREAS, on November 19, 2021 at 11:00 a.m. at Village Hall, 507 Ashford Avenue, Ardsley, NY the Village Manager in the presence of the Village Clerk, DPW Highway Foreman and Project Consultants, Calgi Construction Company Inc. and Weston & Sampson Engineers “the consultants” opened nine (9) bids as summarized below;

VOA-1811 Access Road Contract (Single Prime Contract)

CONTRACTOR	BASE BIDS
Consorti Bros. Paving	\$727,110.27
Contech Construction	\$626,371.00
Gianfia Corp.	\$585,904.69
Paladino Concrete Creations Corp.	\$492,490.00
Pat Paving, Inc	\$372,895.00
PCI Industries, Corp.	\$574,000.00
Tony Casale, Inc.	\$468,000.00
WD Excavation & Contracting, Inc.	\$666,000.00
Bradhurst	\$508,980.00

WHEREAS, the consultants reviewed and interviewed the 3 lowest bidders; and

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

WHEREAS, based on this recommendation, the Village Board of the Village of Ardsley hereby awards the base bid for the Village to Tony Casale, Inc. in the amount of \$468,000.00.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contract and all other applicable documents with Tony Casale, Inc. 1185 Saw Mill River Road, Yonkers,

NY 10710 to perform work pertaining to the new DPW garage project located and 220 Heatherdell Road subject to the review of the Village Attorney.



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

December 2, 2021

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

RE: Village of Ardsley

New Public Works Facility Project
Access Road Contract No. VOA-1811 (Single Prime Contract)
Prime Contractor Evaluation & Recommendation
CCC Project No. 1811

Dear Mr. Cerretani,

As part of our pre-construction services for the Village and in preparation of issuing our award recommendation, we have conducted an evaluation of the three (3) most economical bidders for the New Public Works Facility Project – No. VOA-1811 - Access Road Contract (Single Prime Contract). In performing our evaluation, we typically utilize the "Contractor's Qualification Statement" to conduct telephone interviews of their references along with evaluating their bonding companies. Additionally Calgi, together with Weston & Sampson Engineers and Village representatives interviewed the three (3) bidders on Tuesday November 30, 2021. The purpose of the interview was to review their proposal, their full understanding of the scope of work as well as their overall understanding of the project goals and their project team.

Our findings and recommendations listed below are based on our analysis of the bid results as well as a careful review of the contractors' qualifications, references and interview with the Project Team. Attached for your review are the individual company's "Reference/Qualification Review Forms" and "Bonding Review Form" that we utilize when performing our analysis.

It should be noted that prior to the November 30, 2021 scheduled interview, my office received verbal notification from Mr. Christopher Denike, Project Manager for Pat Paving, the bidder with the lowest bid, that they had found errors in their estimate and could not perform the work for the stated bid amount and requested to be allowed to rescind their bid. Pat Paving was advised that under this circumstance, their attendance at the scheduled interview was necessary to describe and validate to the Project Team their apparent estimate errors.

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Mr. Joseph Cerretani
December 2, 2021
Page 2

CONTRACT No. VOA-1811 – Access Road (Single Prime Contract)

The following are the three (3) most economical bids received (see attached Bid Tabulation Form):

Description	1 Pat Paving Inc.	2 Tony Casale, Inc.	3 Paladino Concrete Creations Corp.
Base Bid	\$372,895.00	\$468,000.00	\$492,490.00

(The Access Road bids did not include any alternates. The bid form requested two (2) unit prices, which has no effect on the status of the low bidder)

Nine (9) proposals were received on this Contract with prices ranging from a low bid of \$372,895.00 to a high bid of \$727,110.27. Based on the base bid only, the two lowest bids received were within \$95,105.00 or 25.5% of each other and the third highest bidder was \$119,595.00 or 32.2% above the low bidder. All bidders provided the necessary bid security and acknowledged receipt of Addendum #1 and incorporated that information in their bids. All three (3) bid amounts were within the project construction budget prepared by our office in the amount of \$506,213.00.

Pat Paving was the first of the three (3) bidders to be interviewed by the Project Team on November 30, 2021. Mr. Denike presented to the Team their estimate (performed by an outsourced estimating service) and highlighted the errors relative to labor productivity, material quantities as well as specified items of work not included, Mr. Denike then informed the Project Team that by taking these errors and omissions into account, their actual bid would have been approximately \$545,635.00. The Project Team then advised Mr. Denike to submit a formal letter to the Village requesting to be allowed to rescind their bid citing the errors, etc. noted above. Attached for your review is Pat Paving's formal letter.

Interviews continued with Tony Casale, Inc. and Paladino Concrete Creations Corp. We have had prior experience with Tony Casale, Inc. on recent projects for the City of New Rochelle as well as the New Firehouse for the Millwood New York Fire District. We do not have any prior experience with Paladino Concrete Creations Corp. however, we do acknowledge that they have a very good reputation within the Industry. In our review process, all of the references called with regard to three (3) bidders provided us with favorable evaluations and all would utilize their services again. Please see the attached bidder review forms.

With regard to bonding, Pat Paving is bonded by Old Republic Insurance Company which has an "A+ (Superior)" rating from A.M. Best and a XV Financial Size Classification which means a worth of \$2 billion or greater. Tony Casale, Inc. is bonded by Harco National Insurance Company which has an "A- (Excellent)" rating from A.M. Best and a XI Financial Size Classification which means a worth of \$750 million to \$1 billion. Paladino Concrete Creations, Corp. is bonded by Western Surety Company which has an "A (Excellent)" rating from A.M. Best and a XIV Financial Size Classification which means a worth of \$1.5 billion to \$2.0 billion.

Mr. Joseph Cerretani
December 2, 2021
Page 3

CONTRACT No. VOA- 1811- Access Road (Single Prime Contract)

With regard to Pat Paving, it is our recommendation as well as Weston & Sampson that the Village accept Pat Paving's request to rescind their proposal and be dismissed without prejudice and that the Project be awarded to the second bidder, Tony Casale, Inc.

Therefore, based upon feedback from their various references, review of their bonding company and our interview with Tony Casale, Inc. on November 30, 2021, we recommend the following:

Contract No. VOA-1811 Access Road (Single Prime Contract) be awarded to **Tony Casale, Inc.** for a Total Contract Amount of \$468,000.00.

As noted in the above recommendation, we have attached for your review and use the following information:

- Letter from Pat Paving
- Bid Tabulation Forms
- Bidders Reference / Qualification Review Schedules by Contract
- Review of Bidders' Bonding Companies by Contract

We trust that this information will be of use to you in your award of this project. Should you have any questions concerning our review process or our recommendations, please feel free to call.

Very truly yours,
Calgi Construction Company, Inc.



Dominic Calgi
President

cc: Charlene Indelicato, Interim Village Manager, VOA
David DiGregorio, VOA
Daniel Tenney, W&SE
Jeff Budrow, W&SE
David Chen, CCC
Andrew Laidlaw. CCC

30th November 2021

Pat Paving Inc.

57 Gould Avenue
Dobbs Ferry, NY 10522
(914)693-1140
chris@patpaving.com

Village of Ardsley/ Calgi Construction

Village Administrator
507 Ashford Avenue
Ardsley, NY 10502

Dear Village Administrator,

Pat Paving Inc. is respectfully requesting to rescind our bid for Single Prime Contract No. VOA- 1811 Access Road. As discussed with your design team, we have reviewed our bid in detail that was prepared by an outsourced estimator hired by us and found the following clerical errors:

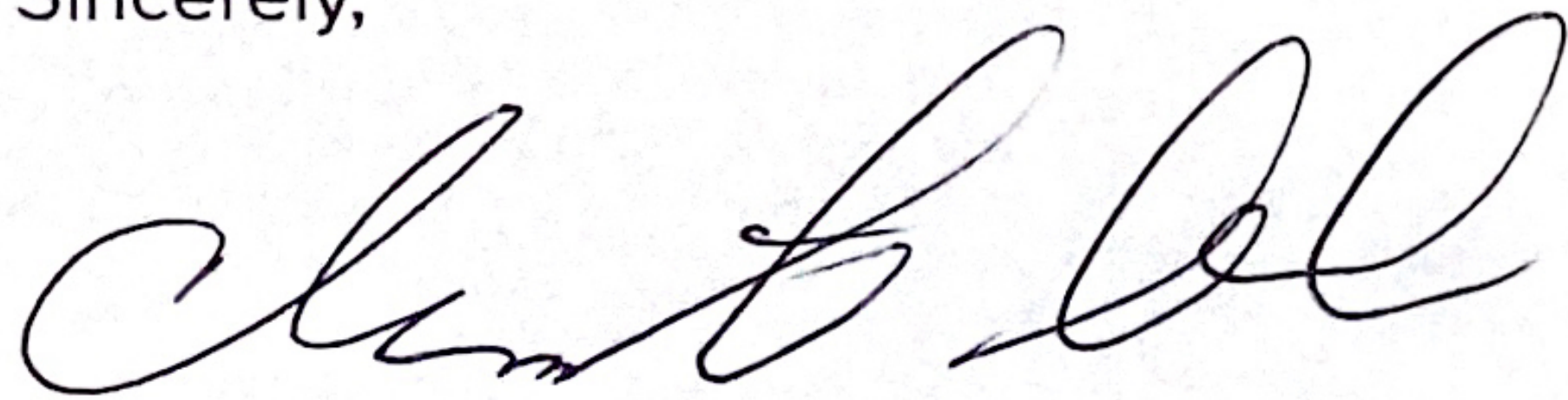
- Missing prices for entrance gate and guardrail.
- Extremely high production rates leading to low unit prices.

Unfortunately these errors were not caught ahead of the bid submission date as I put my trust in this estimator. Due to these errors our overall bid price was extremely low and therefore we would not be able to complete the work for the amount as bid. After reviewing each item in our bid and correcting for the errors made, we came to an overall revised bid price in the amount of \$545,635.00.

I am extremely apologetic and wish to rescind our proposal and be dismissed without prejudice. Please advise if you need any additional information.

Thank you.

Sincerely,



Christopher Denike/ Project Manager



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56 Lafayette Avenue, Suite 350
White Plains, NY 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

BID TABULATION

Project: Village of Ardsley Contract No. VOA-1811 Access Road
CONTRACT (SC) Access Road Contract "SINGLE PRIME CONTRACT"

Client: Village of Ardsley

Bid Date: Friday, November 19, 2021, 11:00 AM

BIDDERS NAME	BID SECURITY	ADDENDUMS	NON COLLUSIVE	BASE BID
Aqua Works Inc.				
Ben Ciccone, Inc.				
Consorti Bros. Paving	✓	✓	✓	\$ 727,110.27
Contech Construction	✓	✓	✓	\$ 626,371.00
ELQ Industries				
Gianfia Corp.	✓	✓	✓	\$ 585,904.69
Jablko Construction, LLC.				
JRCRUZ CORP				
Montesano Bros.				
Morano Brothers				
MTS Infrastructure				

BIDDERS NAME	BID SECURITY	ADDENDUMS	NON COLLUSIVE	BASE BID	
Aqua Works Inc.					
Ben Ciccone, Inc.					
Consorti Bros. Paving					
Contech Construction					
ELQ Industries					
Paladino Concrete Creations Corp.	✓	✓	✓	\$ 492,490.00	③
Pat Paving Inc.	✓	✓	✓	\$ 372,895.00	①
PCI Industries, Corp.	✓	✓	✓	\$ 574,000.00	
Tony Casale, Inc.	✓	✓	✓	\$ 468,000.00	②
Transit Construction Corp.					
WD Excavation & Contracting, Inc.	✓	✓	✓	\$ 666,000.00	
BRADHURST CONST.	✓		✓	\$ 508,980.00	



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**Village of Ardsley
VOA-1811 Access Road**

REVIEW OF BONDING COMPANY

**Project: VOA-1811 Access Road Project
Contract: Single Prime Contract
Construction Manager: Calgi Construction Company, Inc.
Date: November 22, 2021**

Contractor	Bonding Company	Attorney-in-Fact	Bond Execution Limit	A.M. Best Rating	Financial Size Category
Pat Paving, Inc.	Old Republic Insurance Company	Robert Moore	5%	A+ (Superior)	XV (\$2 Billion or greater)
Tony Casale, Inc.	Harco National Insurance Company	Mimi Rubenofi	5%	A- (Excellent)	XI (\$750 Million to \$1 Billion)
Paladino Concrete Creations Corp.	Western Surety Company	Edmund Bergassi	5%	A (Excellent)	XIV (\$1.5 Billion to \$2 Billion)

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REFERENCE / QUALIFICATION REVIEW SCHEDULE

Project: Village of Ardsley
VOA-1811 Access Road

Contractor: Pat Paving Inc.

Date: November 22, 2021

Jobs	On-Going/ Completed	Contact	Adherence to Project Schedule	Project Change Orders	Job Site Organization	Project Dollar Amount	Use Him Again
Westlake High School Mt Pleasant Schools	Completed	Nicholas Viera, Nicky Diggs	Good	Good	Good	\$650K	Yes
White Plains School District –Various	Completed	Sandro Sansotta, White Plains CSD	Good	Good	Good	\$150K	Yes
Mercy College	On-Going and Completed	Craig Soss, Mercy College	Good	Good	Good	\$300K	Yes

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REFERENCE / QUALIFICATION REVIEW SCHEDULE

Project: Village of Ardsley
VOA-1811 Access Road

Contractor: Tony Casale, Inc.

Date: November 22, 2021

Jobs	On-Going/ Completed	Contact	Adherence to Project Schedule	Project Change Orders	Job Site Organization	Project Dollar Amount	Use Him Again
BayChester Complex And various other projects over the last 12-13 years	Completed	Pat Leach, L&M Builders	Good	Good	Good	\$4M	Yes
City of White Plains Various Projects	Completed	Stefania Mignone, City of White Plains	Good	Good	Good	n/a	Yes
Village of Larchmont Constitution Park	Completed	Justin Datino, Village Administrator	Good	Good	Good	\$650K	Yes

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REFERENCE / QUALIFICATION REVIEW SCHEDULE

Project: Village of Ardsley
VOA-1811 Access Road

Contractor: Paladino Concrete Creations Corp.

Date: November 22, 2021

Jobs	On-Going/ Completed	Contact	Adherence to Project Schedule	Project Change Orders	Job Site Organization	Project Dollar Amount	Use Him Again
Village of Briarcliff Roadways & water main replacement	Completed	David Turiano, P.E. Village of Briarcliff	Good	Good	Good	\$481,285.20	Yes
City of Yonkers Waterfront	Completed	Vincent Massaro, City of Yonkers	Good	Good	Good	\$5,242,681.31	Yes
City of Yonkers Welty Park	Completed	Anthony Poggiogalle, City of Yonkers	Good	Good	Good	\$300K	Yes

Member: Construction Management Association of America

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**RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN
AN AGREEMENT WITH CHARLENE INDELICATO FOR
CONSULTING SERVICES**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Charlene Indelicato, 15 Boutonville Road, Cross River, NY 10518 for purposes of consulting services for the following:

- Highway Garage Consultant
- Sewer Mapping & Inspection Project
- Development & Capital Improvement Projects as required.

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is entered into December 6, 2021, "Effective Date"), by and between The Village of Ardsley with an address of 507 Ashford Avenue, Ardsley, New York 10502 (the "Client") and Charlene Indelicato with an address of 15 Boutonville Road, Cross River, NY 10518, (the "Contractor"), individually referred to as "the Party" and collectively "the Parties."

BACKGROUND:

The Contractor possesses the following experience, skills, and/or knowledge:

Extensive municipal/managerial experience.

The Client requires the following work to be completed and wishes to engage the Contractor to perform such work:

1. Highway Garage Consultant, 2. Sewer Mapping and Inspection Project Consultant, and 3. additional consulting for development and capital improvement projects as required.

THEREFORE, the Parties agree as follows:

1. **Services.** The Client requests and the Contractor agrees to perform the following specific Services (the "Services"):
Review, supervision and planning assistance for the foregoing projects.
The Contractor agrees to perform duties and tasks related to the Services as part of the Services. If additional Services, outside the scope of those Services set forth above, are required, the Parties will enter into a new agreement or amend this Agreement.
2. **Compensation.** The Parties agree the Contractor will be compensated as follows:
At the rate of \$150.00 per hour, billed monthly on required municipal invoices.
3. **Ownership of Work Product (the "Work Product").** As a result of this Agreement, the Contractor will create the Work Product, including, but not limited to documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be

owned by the Client. The Contractor does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement.

4. Term. This Agreement shall commence upon the Effective Date, as stated above, and will continue until December 31, 2022 unless extended by the parties.
5. Independent Contractor Relationship. The Parties agree that the Contractor is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Contractor.
6. Confidentiality. During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Contractor in order for Contractor to complete the Services. The Contractor will not share any of this proprietary information at any time. The Contractor also will not use any of this proprietary information for the Contractor's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.
7. Termination. This Agreement may be terminated at any time by either Party upon written notice to the other Party. The Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of the Contractor's breach of this Agreement, where the Contractor fails to cure such breach upon reasonable notice. Upon termination, the Contractor shall return all of the Client content, materials, and all Work Product to the Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.
8. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

9. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, and reasonable legal fees, which result from the gross negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.
10. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. Disclaimer of Warranties. The Contractor shall complete the Services for the Client's purposes and to the Client's specifications. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE CONTRACTOR HAS NO RESPONSIBILITY TO THE CLIENT IF DELIVERABLES DO NOT LEAD TO THE CLIENTS DESIRED RESULT(S).
12. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
13. Waiver. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

14. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States. The Parties each represent that they have the authority to enter into this Agreement.

15. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by New York law.

16. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Client: Village of Ardsley

Signed: _____

Name: Joseph L. Cerretani

Date: December 6, 2021

Contractor: Charlene Indelicato

Signed: _____

Name: Charlene Indelicato

Date: December 6, 2021