



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, June 6, 2022

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

Meeting Held Via Zoom Platform

Join Zoom Meeting

<https://us02web.zoom.us/j/86565429772?pwd=8bdmCfP6FtoHNC3btZEShjDJRDwlsJ.1>

Meeting ID: 865 6542 9772

Passcode: 757974

One tap mobile

+19292056099,,86565429772# US (New York)

13017158592,,86565429772# US

+(Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 865 6542 9772

Find your local number: <https://us02web.zoom.us/u/kbkCDoBRv7>

Page

1. PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE IN MEMORY OF FRANK
PIGNATELLI

MOMENT OF SILENCE IN MEMORY OF MILTON
WISKIND

PUBLIC HEARING

To Discuss to Discuss Holding Outdoor Classes in the
Parking Lot During the Summer Months at 708 Saw Mill
River Road-Honest Art

5 - 10

**2022 PROCLAMATION -DECLARING THE
FIRST FRIDAY IN JUNE TO BE NATIONAL
GUN VIOLENCE AWARENESS DAY**

11 - 12

2. APPROVAL OF MINUTES:

13 - 30

2.a May 16, 2022 Board of Trustees Regular Meeting Minutes

3. DEPARTMENT REPORTS

3.1. LEGAL

3.1.a Village Attorney Robert Ponzini

3.2. MANAGER

3.2.a June 6, 2022 Village Manager Report Joe Cerretani

3.3. TREASURER

31 - 37

3.3.a June 6, 2022 Abstract Report

3.4. BUILDING

No Building Department Report

3.5. FIRE

No Fire Department Report

3.6. POLICE

No Police Department Report

3.7. MAYOR'S ANNOUNCEMENTS

3.8. COMMITTEE & BOARD REPORTS

4. VISITORS

5. OLD BUSINESS:

38

5.a Consider a Resolution Granting Permission to Honest Art-708 Saw Mill River Road to Block Off Three of the Existing Parking Spaces in order Hold Outdoor Summer Classes in the Parking Lot

6. NEW BUSINESS:

- | | | |
|---------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39 | 6.a | Consider a Resolution Modifying the 2021/2022 Budget by Enabling the Village Treasurer to Make Necessary Transfers within the General Fund |
| 40 - 44 | 6.b | Consider a Resolution to Schedule a Public Hearing to Discuss Amendments to Chapter 190 Entitled "Filming" of the Ardsley Village Code |
| 45 - 46 | 6.c | Consider a Resolution Amending Sewer Rent Grievance Procedures |
| 47 - 67 | 6.d | Consider a Resolution Authorizing the Village Manager to Execute an Agreement for Engineering Services with Weston & Sampson for the Parks & Recreation Master Plan |
| 68 - 71 | 6.e | Consider a Resolution Declaring Support for the New York State Climate Action Council Scoping Plan |
| 72 | 6.f | Consider a Resolution Rescheduling Board of Trustees Regular Meeting from Monday, June 20, 2022 to Tuesday, June 21, 2022 |
| 73 - 83 | 6.g | Consider a Resolution to Award Bids for the New Public Works Facility |

7. CALL FOR EXECUTIVE SESSION

8. ADJOURNMENT OF MEETING

9. ANNOUNCEMENTS

- June 7th Board of Architectural Review Meeting 8:00 pm
- June 8th Ardsley Senior Citizens Picnic 12:00 pm
- June 8th Homework Helpers 3:00 pm
- June 8th Board of Trustees Work Session
- June 10th Middle School Hangout
- June 13th Planning Board Meeting 8:00 pm
- June 14th Recreation Commission Meeting 5:00 pm
- June 14th Multicultural, Diversity & Inclusion Committee Meeting 7:30 pm
- June 15th Ardsley Senior Citizens Senior Luncheon
- June 15th Homework Helpers 3:00 pm
- June 17th Middle School Hangout
- June 18th Juneteenth Event 5:00 pm

10. NEXT BOARD MEETING:

Tuesday June 21, 2022

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, June 6, 2022 at 8:00 p.m. or soon thereafter via Zoom Platform to discuss the proposed request to block off three of the existing parking spaces in order to hold outdoor summer classes at 708 Saw Mill River Road-Honest Art.

Notwithstanding the provisions of Article 7 of the Public Officers Law to the contrary, the meeting will be conducted remotely in accordance with Chapter 417 of the Laws of 2021 in light of the public health and safety concerns associated with the COVID-19 pandemic. As such there will be no public participation in person. Members of the Board of Trustees and Village Officers and staff participating in the meeting will be participating remotely through video conference.

The Board will use Zoom, a web-based video conferencing service to conduct the meeting. The public will have the opportunity to see and hear the meeting live and provide comments. If any interested members of the public would like to comment on this Public Hearing, comments will be taken online via the Zoom platform during the public hearing by using the “raise hand” feature and waiting for the meeting host to unmute them. Written comments may be sent to Village Clerk, Ann Marie Rocco at arocco@ardsleyvillage.com or regular mail to 507 Ashford Avenue, Ardsley, NY 10502 Attn: Village Clerk. All comments will be shared with the Board of Trustees and questions will be answered as quickly as possible.

The following is the Zoom invitation to join remotely:

Join Zoom Meeting

<https://us02web.zoom.us/j/86565429772?pwd=8bdmCfP6FtoHNC3btZEShjDJRDwlsJ.1>

Meeting ID: 865 6542 9772

Passcode: 757974

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 865 6542 9772

Find your local number: <https://us02web.zoom.us/u/kbkCDoBRv7>

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

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

Ann Marie Rocco

Village Clerk

Dated: May 20, 2022



Gabriel Cruz
Honest Art
708 Saw Mill River Rd.,
Ardsley, NY 10502

May 10, 2022

Village of Ardsley

To Whom it May Concern,

Honest Art is requesting to use 3 of our parking spaces for an outdoor seating area during the late Spring and Summer. This space would be used to give our students some sunshine during our summer camp, and any other all day events. This will not be used as any type of rollover space to increase capacity. The area will be designed to hold two tables of approximately 8 people, and only will be used during the daytime hours. Our business runs as a drop-off business, and we do not expect any adverse impacts. We thank you in advance for your consideration in this matter.

Regards,

Gabriel and Liza Cruz
Owners of Honest Art
708 Saw Mill River Rd.

www.honestart.com
Phone: 914-309-9334



May 11, 2022

To Whom It May Concern

The owner of 708 Saw Mill River Road also known as 708 Yellow Jersey LLC is giving their retail tenant Honest Art permission to use three parking spaces in the driveway. These spaces can be used at their discretion for the needs of the business to conduct classes or outdoor eating.

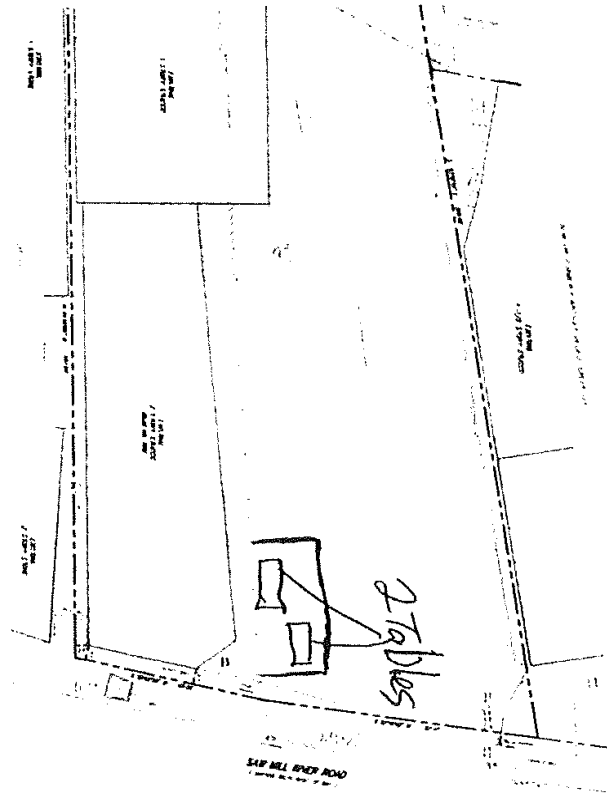
If you require anything else from us please call us at the office at 914-355-3277.

Sincerely,

Management Company

77 Tarrytown Rd, Suite 1E, White Plains, NY 10607
914-355-3277 Phone | 914-831-7444 Fax
| info@sterlingpsi.com

page 1



NO.	REVISION	DATE

JOB COPY

NO ALTERATION OF THIS MAP IS PERMITTED WITHOUT THE WRITTEN CONSENT OF THE VILLAGE OF ARDSLEY. ANY SUCH ALTERATION SHALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE BOARD OF TRUSTEES.

APPROVED BY VILLAGE BOARD OF TRUSTEES
 Date: 1/21/10
 [Signature]

NOTES:
 1. THIS MAP IS A PRELIMINARY MAP AND IS SUBJECT TO THE APPROVAL OF THE VILLAGE BOARD OF TRUSTEES.

NO.	REVISION	DATE

C-010



EXISTING CONDITIONS MAP
PROPOSED MIXED USE REDEVELOPMENT
 708 SAW MILL RIVER ROAD
 VILLAGE OF ARDSLEY, NEW YORK



JMC

REDWOOD CAPITAL ADVISOR, LLC
 342 MANVILLE ROAD
 PLEASANTVILLE, NY 10570
 DEGRAW & DEHAAN ARCHITECTS
 30 NORTH STREET, SUITE 101
 MIDDLETOWN, NY 10940

MEMO

TO: Mayor Kaboolian, Village Board of Trustees

FROM: Larry J. Tomasso 

DATE: May 11, 2022

RE: Honest Art, Inc 708 Saw Mill River Rd

Gabriel Cruz, CEO of Honest Art, Inc., is requesting permission to place two tables in the parking lot to hold outdoor summer classes. He is proposing to block off three of the existing parking spaces. In his letter (attached) he stated that the outdoor seating “will not be used as any type of rollover space to increase capacity”. Village Board approval is required for this request.

The VB should declare itself Lead Agency for this site plan review and schedule a public hearing on the June 6th agenda

Let me know if you need any additional information.

Files: VILLAGE BOARD/smrr708-honest art outdoor seating 05-11-22



Gabriel Cruz
Honest Art
708 Saw Mill River Rd.,
Ardsley, NY 10502

May 10, 2022

Village of Ardsley

To Whom it May Concern,

Honest Art is requesting to use 3 of our parking spaces for an outdoor seating area during the late Spring and Summer. This space would be used to give our students some sunshine during our summer camp, and any other all day events. This will not be used as any type of rollover space to increase capacity. The area will be designed to hold two tables of approximately 8 people, and only will be used during the daytime hours. Our business runs as a drop-off business, and we do not expect any adverse impacts. We thank you in advance for your consideration in this matter.

Regards,

Gabriel and Liza Cruz
Owners of Honest Art
708 Saw Mill River Rd.

www.honestart.com
Phone: 914-309-9334

**2022 PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Village of Ardsley to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 110 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 16,000 gun homicides every year; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, according to the most recent statistics issued by the CDC in New York State in 2020 there were 1,052 gun deaths per year, with a rate of 5.3 deaths per 100,000 people; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including Ardsley, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

Village of Ardsley Board of Trustees Agenda-June 6, 2022

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than two years of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 3, 2022 to recognize the 25th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 3rd, the first Friday in June in 2022, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 3, 2022 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Nancy Kaboolian of the Village of Ardsley declares the first Friday in June, June 3, 2022, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

June 6, 2022



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, May 16, 2022

Meeting Held Via Zoom Platform

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

Absent:

1. PLEDGE OF ALLEGIANCE Mayor Kaboolian called to order the Regular Meeting at 8:02 p.m.

SPECIAL PRESENTION Parks Master Plan Presentation-Daniel Biggs, Weston & Sampson and Tom Diehl, Berry Dunn

1. Daniel Biggs from West & Sampson and Tom Diehl from Berry Dunn were present to provide the Board with a presentation regarding the Parks & Recreation Master Plan.

Project Objects:

1. Develop a Vision: Preparing for the future, while retaining the past.
2. Develop Implementable Goals & Priorities: Focusing efforts on transforming conceptual goals into achievable priorities.
3. Develop an Implementation Strategy for Park Facilities & Operations.
4. Develop a financially sustainable and Innovative Park System.

Key Project Components:

- Projecting recreational/programming needs

- Balancing environmental and recreational needs
- Effectively engaging/listening/interpreting needs of community
- Ensuring a sustainable plan

Phase A:

- Conduct kickoff meeting with staff and key stakeholders.
- Identify critical success factors, requirements and constraints of project.
- Meet with project committee to review goals and objectives.
- Comprehensive assessment of each of the village's parks, recreation, and open space facilities and programs.
- Determine each park and facility's role in the community.
- Apply evaluation criteria and level of service to identify and map potential future park sites and trail corridors to be developed/expanded.
- Identify alternative providers in the service area.

Phase B:

- Research and identify current gaps and future needs of facilities, activities and recreational programming.

Phase C:

- Public outreach with a mixed method approach.
- Stakeholder interviews/focus group workshops
- Digital community survey
- Public Meeting #1 with community input
- Public Meeting #2 -findings presentation
- Draft recommendations presentation
- Final presentation for adoption.

Phase C1:

- Statistically valid survey by mail/web
- Ability to reach users, non-users and voters
- GEO coding & customized
- Expect 10 +/- response
- Extensive analysis of responses
- Full statistical valid survey
- Postcard statistically valid survey

Phase D:

1. Prioritized inventory of improved or new facilities, programs, and/or services as identified through the assessment process.
2. Detailed alternatives for matching identified facility, program, and service needs with existing/available resources.
3. Assessment of staffing levels required to implement inventoried needs.
4. Recommendations for implementing identified priorities in the short-term and longer-term with consideration of affordability and sustainability, including the

potential use of piloting for new programs/services to gauge public use or testing use of other publicly-available facilities.

Mayor Kaboolian questioned what the current trends are in parks?

Mr. Biggs explained Pickle ball is very popular right now due to the low cost, dog parks are common, walkable parks/trails.

Trustee DiJusto questioned if demographics are taken into consideration when planning a park?

Mr. Diehl explained that they do a very specific demographics analysis including household income.

Trustee Edelstein questioned if they would be reviewing our newly adopted Comprehensive Plan.

Mr. Diehl explained yes, they will look at any information we have.

Trustee Bencosme questioned if any of the parks will have features for kids with special needs, sensory needs, etc...?

Mr. Biggs explained yes, our parks will meet those needs.

Trustee Bencosme questioned are you looking at what's in the vicinity and then providing recommendation where are gaps are?

Mr. Biggs explained that they look beyond the park and the current barriers and interconnections in the park.

Trustee Bencosme explained that communication has to be creative and thoughtful. For example, we need to reach out to our seniors who are not updated on technology.

2. APPROVAL OF MINUTES:

2.1 May 2, 2022 Board of Trustees Regular Meeting Minutes

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 Monday, May 2, 2022 as submitted.

3. DEPARTMENT REPORTS

1. LEGAL

- 1.a Village Attorney Robert Ponzini stated that stated there is nothing to report other than those items that are in memorandum form. There are two items that the Manager Cerretani would like to discuss in Executive Session that are pending litigation and appropriate for Executive Session.

2. MANAGER

- 2.a May 16, 2022 Village Manager Report Joe Cerretani
Village Manager Joe Cerretani read the following report:

MEMORIAL DAY CLOSING: Residents are reminded that Village Hall, including the Court, Community Center, Ardsley Public Library and Highway Department will be closed on Monday, May 30, 2022 in observance of Memorial Day.

Refuse/Recycle collection is as follows:

Monday May 30, 2022 No Refuse Collection.

Tuesday, May 31, 2022 Refuse will be collected throughout the entire Village.

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

CAPITAL PLAN: The proposed capital plan is being finalized for the 2022-2023 fiscal year will be formally presented to the Village Board at an upcoming Work Session.

I have been working with Village Attorney Ponzini on legal matters that will be discussed during executive session.

3. TREASURER

- 3.a May 16, 2022 Abstract Report
Village Manager Joseph Cerretani read the Treasurer's Report for May 16, 2022. Village Manager Cerretani stated that the bills for the past two weeks totaled as follows: From the General Fund: \$70,827.67; from the Sewer Fund: \$3,274.62; from the Trust & Agency fund: \$18,174.67 and from the Capital Fund: \$3,468.05

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: \$70,827.67; from the Sewer Fund: \$3,274.62, from the Trust & Agency Fund: \$18,174.67 and from the Capital Fund: \$3,468.05

4. BUILDING

4.a April 2022 Building Department Report

Mayor Kaboolian accepted the April 2022 Building Department report under submission.

- 9 Building permits
- 17 Application fees
- 18 Certificates of Occupancy
- 6 Plumbing permits
- 9 Electrical permits
- 5 Title Searches
- 2 Miscellaneous

Total received - \$8,571.25

Other activities:

- 92 Building inspections
- 17 Zoning inspections
- 8 Violations
- 1 Warning Notice
- 1 Appearance Ticket
- 0 Fire Inspections

5. FIRE

5.a April 2022 Fire Department Report

Mayor Kaboolian accepted the April 2022 Fire Department report under submission.

Fire Department Report for the month of April 2022:

- April 7, 14, 21, 28 Department Training Drills
- April 5 Company held annual meeting & election of officers
- April 8 Annual Installation of Officers dinner
- April 23 Members participated in annual little league parade
- April 27 Chiefs Knoesel, Podolski, and Lindsay attended Battalion 14 Chiefs Meeting
- April 30 Chief Podolski and Ex Chief Lindsay attended Millwood FD Inspection

Total calls for the month of December: 24

Training Officers Report - April 2022

- April 7th Training Hrs. 27.00, 18 Members present Tool refresher
- April 14th Training Hrs. 24, 12 Members present Fast Team Drill
- April 21st Training Hrs. 36, 18 Members present-Operation of hydraulic tools & gas poewered equipment
- April 28th Training Hrs. 26, 12 Members present CPR/first aid
- NY State classes: Pump Operator 24 hours Training Hrs. 113 61 Members present
- Online training McNeil & Company Training 137 hrs, Inspection 0.00 hrs, Maintenance 0.00 hrs, NYS 24 hrs, Online training 0.00 hrs,
- Total 137.00 hours

6. POLICE

6.a April 2022 Police Department Report

Chief Piccolino reported the following activities for April 2022:

Monthly Report April – 2022

Property lost or stolen -\$ 26,500.00
Property Recovered---- \$.00
Court fines and fees --- \$ 93,273.00
Alarm fines and fees--- \$.00
Meter collection-----\$ 1,814.55
Traffic Accidents----- 15
Arrests----- 2
Calls for service----- 279
Investigations----- 8
Impounded vehicles----- 0

UTT summonses issued---- 18
Parking summonses issued- 23
Appearance tickets issued— 0
Total summonses issued----- 41

April Events 2022

Training

Total training for the month of April 208 hrs which consisted of SWAT, Juvenile officer training,

Procedural justice, Unified in service training and E911 diversion.

COMMUNITY POLICING

Community information

Child Passenger Safety - Officers installed 6 child seats by appointment and issued 0

Officers assisted with instruction for Child Passenger Seat class with a total of 18 new certified technician's, along with performing a child seat check event.

Community policing officers attended the Holi celebration event at Pascone Park

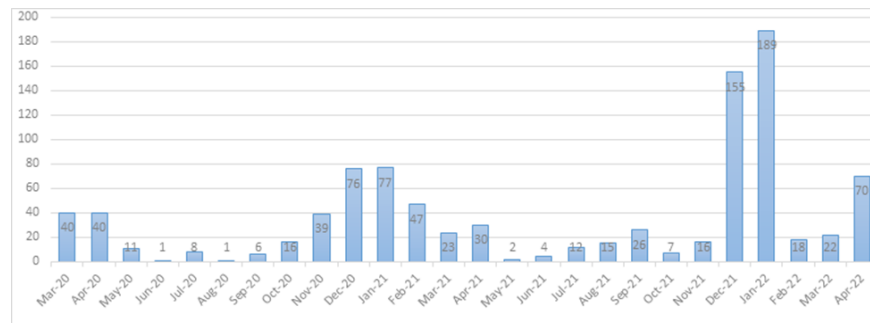
Officers helped instruct the School Resource Officer and Community Resource Officers training at the Police Academy. A total of 58 new certified officers completed the training

Community policing officers along with the Recreation department sponsored the spring egg hunt event at Pascone Park

Community policing officers assisted with the Ardsley Little League Parade

Community policing Officers attended a school safety meeting at Concord Rd School

Coronavirus 2019



Prevention

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

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

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

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

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

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

Delta Variant: What We Know About the Science

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

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

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

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

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

Infections and Spread

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

- **The Delta variant is more contagious:** The Delta variant is highly contagious, more than 2x as contagious as previous variants.
- **Some data suggest the Delta variant might cause more severe illness than previous variants in unvaccinated people.** In two different studies from Canada and
- Vaccination is the best way to protect yourself, your family, and your community. High vaccination coverage will reduce spread of the virus and help prevent new variants from
- Scotland, patients infected with the Delta variant were more likely to be hospitalized than patients infected with Alpha or the original virus that causes

COVID-19. Even so, the vast majority of hospitalization and death caused by COVID-19 are in unvaccinated people.

- **Unvaccinated people remain the greatest concern:** The greatest risk of transmission is among unvaccinated people who are much more likely to get infected, and therefore transmit the virus. Fully vaccinated people get COVID-19 (known as [breakthrough infections](#)) less often than unvaccinated people. People infected with the Delta variant, including fully vaccinated people with symptomatic breakthrough infections, can transmit the virus to others. CDC is continuing to assess data on whether fully vaccinated people with asymptomatic breakthrough infections can transmit the virus.
- **Fully vaccinated people with Delta variant breakthrough infections can spread the virus to others. However, vaccinated people appear to spread the virus for a shorter time:** For prior variants, lower amounts of viral genetic material were found in samples taken from fully vaccinated people who had breakthrough infections than from unvaccinated people with COVID-19. For people infected with the Delta variant, similar amounts of viral genetic material have been found among both unvaccinated and fully vaccinated people. However, like prior variants, the amount of viral genetic material may go down faster in fully vaccinated people when compared to unvaccinated people. This means fully vaccinated people will likely spread the virus for less time than unvaccinated people.

Vaccines

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

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

Omicron Variant: What You Need to Know

Emergence of Omicron

On November 24, 2021, a new variant of [SARS-CoV-2](#), B.1.1.529, was reported to the World Health Organization (WHO). This new variant was first detected in specimens collected on November 11, 2021 in Botswana and on November 14, 2021 in South Africa.

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

CDC has been collaborating with global public health and industry partners to learn about Omicron, as we continue to monitor its course. CDC has been using [genomic surveillance](#) throughout the course of the pandemic to track variants of SARS-CoV-2, the virus that causes COVID-19, and inform public health practice. We don't yet know how easily it spreads, the severity of illness it causes, or how well available vaccines and medications work against it.

Despite the increased attention of Omicron, [Delta](#) continues to be the main variant circulating in the United States.

Infection and Spread

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

We have the Tools to Fight Omicron

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

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

six months after completing their primary COVID-19 vaccination series of Pfizer-BioNTech or Moderna.

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

Tests can tell you if you are currently infected with COVID-19. Two types of tests are used to [test for current infection](#): nucleic acid amplification tests (NAATs) and [antigen tests](#). NAAT and antigen tests can only tell you if you have a current infection. Individuals can use

the [COVID-19 Viral Testing Tool](#) to help determine what kind of test to seek.

Additional tests would be needed to determine if your infection was caused by Omicron. Visit your [state, tribal](#), local, or [territorial](#) health department's website to look for the latest local information on testing.

[Self-tests](#) can be used at home or anywhere, are easy to use, and produce rapid results. If your self-test has a positive result, stay home or isolate for 10 days, wear a mask if you have contact with others, and call your healthcare provider. If you have any questions about your self-test result, call your healthcare provider or public health department.

Until we know more about the risk of Omicron, it is important to use **all tools available** to [protect yourself and others](#).

What CDC is Doing to Learn about Omicron

Virus Characteristics

CDC scientists are working with partners to gather data and virus samples that can be studied to answer important questions about the Omicron variant. Scientific experiments have already started. CDC will provide updates as soon as possible.

Variant Surveillance

In the United States, CDC uses [genomic surveillance](#) to track variants of SARS-CoV-2, the virus that causes COVID-19 to more quickly identify and act upon these findings to best protect the public's health. CDC established multiple ways to connect and share genomic sequence data being produced by CDC, public health laboratories, and commercial diagnostic laboratories within publicly accessible databases maintained by the [National Center for Biotechnology Informationexternal icon](#) (NCBI) and the [Global Initiative on Sharing Avian Influenza Dataexternal icon](#) (GISAID). CDC's national genomic surveillance can detect a variant that is circulating at 0.1% frequency with 99% statistical confidence.

What to do if you test positive for COVID-19

If you test positive for COVID-19 and have [one or more health conditions](#) that increase your risk of becoming very sick, [treatment may be available](#). Contact a health professional right away after a positive test to determine if you may be eligible, even if your symptoms are mild right now. Don't delay: Treatment must be started within the first few days to be effective.

If you have a fever, cough, or [other symptoms](#), you might have COVID-19. Most people have mild illness and are able to recover at home. If you are sick:

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

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

[If you are sick with COVID-19 or think you might have COVID-19](#), follow the steps below to care for yourself and to help protect other people in your home and community.

house user light icon

Stay home except to get medical care

- **Stay home.** Most people with COVID-19 have mild illness and can recover at home without medical care. Do not leave your home, except to get medical care. Do not visit public areas and do not go to places where you are unable to wear a mask.
- **Take care of yourself.** Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.
- **Stay in touch with your doctor.** Call before you get medical care. Be sure to get care if you have trouble breathing, or have any other [emergency warning signs](#), or if you think it is an [emergency](#).
- **Avoid public transportation**, ride-sharing, or taxis if possible.
- If you have [symptoms of COVID-19](#), get [tested](#). While waiting for test results, stay away from others, including staying apart from those living in your household.
- **Get tested as soon as possible after your symptoms start.** Treatments may be available for people with COVID-19 who are at risk for becoming very sick. Don't delay: Treatment must be started early to be effective—some treatments must begin within 5 days of your first symptoms.
- Supply of treatments may be limited, and treatments are reserved for those at high risk for becoming very sick. Contact your healthcare provider right away if your test result is positive to determine if you may be eligible.
- [Self-tests](#) are one of several options for [testing for the virus that causes COVID-19](#) and may be more convenient than laboratory-based tests and point-of-care tests. Ask your healthcare provider or your local health department if you need help interpreting your test results.
- You can visit your [state](#), [tribal](#), [localexternal icon](#), and [territorial health department's website](#) to look for the latest local information on testing sites.

bed light icon

Separate yourself from other people

As much as possible, stay in a specific room and away from other people and pets in your home. If possible, you should use a separate bathroom. If you need to be around other people or animals in or outside of the home, wear a well-fitting [mask](#).

Tell your close contacts that they may have been exposed to COVID-19. An infected person can spread COVID-19 starting 48 hours (or 2 days) before the person has any

symptoms or tests positive. By letting your [close contacts](#) know they may have been exposed to COVID-19, you are helping to protect everyone.

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

When to seek emergency medical attention

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

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

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

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

mobile light icon

Call ahead before visiting your doctor

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

head side mask light icon

If you are sick, wear a well-fitting mask

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

box tissue light icon

Cover your coughs and sneezes

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

hands wash light icon

Clean your hands often

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

ban light icon

Avoid sharing personal household items

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

spraybottle icon

Clean surfaces in your home regularly

- **Clean and disinfect** high-touch surfaces (for example, doorknobs, tables, handles, light switches, and countertops) in your “sick room” and bathroom. In shared spaces, you should clean and disinfect surfaces and items after each use by the person who is ill.
- **If you are sick and cannot clean**, a caregiver or other person should only clean and disinfect the area around you (such as your bedroom and bathroom) on an as needed basis. Your caregiver/other person should wait as long as possible (at least several hours) and wear a mask before entering, cleaning, and disinfecting shared spaces that you use.
- **Clean and disinfect areas that may have blood, stool, or body fluids on them.**
- **Use household cleaners and disinfectants.** Clean visible dirty surfaces with household cleaners containing soap or detergent. Then, use a household disinfectant.
 - Use a product from [EPA’s List N: Disinfectants for Coronavirus \(COVID-19\)](#)[external icon](#)
 - Be sure to follow the instructions on the label to ensure safe and effective use of the product. Many products recommend keeping the surface wet with a disinfectant for a certain period of time (look at “contact time” on the product label).
 - You may also need to wear personal protective equipment, such as gloves, depending on the directions on the product label.
 - Immediately after disinfecting, [wash your hands](#) with soap and water for 20 seconds.
 - For completed guidance on cleaning and disinfecting your home, visit [Complete Disinfection Guidance](#).

- Take steps to improve ventilation at home
- [Improve ventilation \(air flow\) at home](#) to help prevent from spreading COVID-19 to other people in your household.
- **Clear out COVID-19 virus particles in the air** by opening windows, using air filters, and turning on fans in your home.
- Use [this interactive tool](#) to learn how to improve air flow in your home.

7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Memorial Day parade will take place on Monday, May 30th at 11:30 am on Park Ave. and Ashford Ave. This parade is hosted by the Ardsley American Legion.
- In addition to the Memorial Day Parade in Ardsley on May 30th, please consider joining the following:
The Admiral Farragut American Legion Post 1195, Dobbs Ferry American Legion Post 1048 and Ardsley American Legion Post 458 annual Tri-Village Memorial Ceremony
Sunday, May 22, 2022 @ 1 PM
Mt. Hope Cemetery – Section 95 at the Flagpole & Monument
This ceremony honors those residents of the three villages who made the ultimate sacrifice in World War II, the Korean War and the Vietnam War. This year's keynote speaker will be Mayor Nicola Armacost of Hastings-on-Hudson.
Light refreshments will be served afterwards at the Admiral Farragut Legion Hall, 215 Farragut Avenue, Hastings. For more information, please contact farragutpost1195@gmail.com.
- The County positivity rate is increasing and the County Executive urges us to wear masks.

8. COMMITTEE & BOARD REPORTS

Trustee Weitz did not have anything to report.

Trustee Bencosme announced the following:

- On May 12th CAC/Sustainable Westchester hosted a webinar Clean Heating and Cooling/Energy Smart Homes that was well attended.
- On May 15th CAC hosted Veggie Mania Free Seedling Exchange that was a big success.
- Thanked Lorraine Kuhn who worked with the Ardsley High School Environmental Task force and students to plant gardens around the flag pole.

Trustee Edelstein announced the following:

- Pride event will take place on June 4th at 12:00 pm at Pascone Park, Activities include: Guest Speakers, Drag Queen Story Hour, Legislative Updates, Advocacy Strategies and a DJ.
- 2022 Juneteenth Celebration will take place at Pascone Park from 5pm-9pm on Saturday, June 18th.
- On Saturday May 21st Join the Ardsley Pollinator Pathway in an event to install a Monarch Butterfly garden at Hart's Brook Park - also on Ardsley's border. Volunteers are welcome!
- Pollinator Garden Pathway tour will take place on June 4th at noon. For more information visit www.ardsleypollinatorpathway.org.

4. VISITORS

Stormwater expert Lorraine Kuhn wanted to answer a question about how many storm drains are in Ardsley. Ms. Kuhn explained that back in 2013 and we counted 597 storm drain catch basins. The current Delaware Mapping project are updating the sewer drain inventory.

5. OLD BUSINESS:

6. NEW BUSINESS:

- 6.1 Consider a Resolution to Schedule Public Hearing for Honest Art-708 Saw Mill River Road to Allow for Outdoor Classes in the Parking Lot During the Summer Months

Moved by Trustee Bencosme, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby declares itself Lead Agency for approval to block off three existing parking spaces at 708 Saw Mill River Road in order to hold outdoor summer classes; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, June 6, 2022 at 8:00 pm or soon thereafter to discuss the proposed request for Honest Art -708 Saw Mill River Road to allow for outdoor classes in the parking lot during the summer months.

- 6.2 Consider a Resolution to Include Unpaid Water Rents and Penalties in the 2022-2023 Annual Tax Levy

Moved by Trustee Edelstein, Seconded by Trustee Bencosme and passed unanimously. WHEREAS,

certain sewer customer accounts currently have unpaid sewer rents and penalties, and

WHEREAS, Village Law §165-22 (f) provides for the inclusion of unpaid sewer rents and penalties in the annual tax levy;

NOW THEREFORE BE IT RESOLVED, the Village Board of the Village of Ardsley authorizes the Village Treasurer to include the following unpaid sewer rents and penalties on the 2022-2023 annual tax levy totaling \$43,801.48.

NOW THEREFORE BE IT FURTHER RESOLVED, this resolution supersedes and replaces the resolution dated May 2, 2022 which is repealed in all respects.

- 6.3 Consider a Resolution to Authorize the Village Manager to Sign an Agreement Between the Village of Ardsley and Student Assistance Services for Part-Time Youth Advocate

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED,

that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Student Assistance Services Corporation to provide a part-time Youth Advocate to work within the Village for 7.0 hours per week from June 1, 2022 through May 31, 2023.

7. CALL FOR EXECUTIVE SESSION-LEGAL ADVICE

8. ADJOURNMENT OF MEETING

- 8.1 Adjournment

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby adjourns the regular meeting of Monday, May 16, 2022 at 9:15 p.m. to enter into Executive Session-Legal Advice-Not to Return

- 9. ANNOUNCEMENTS** May 18th Senior Citizens Arts 12:00 pm
May 18th Board of Architectural Review Meeting 8:00 pm
May 18th Homework Helpers 3:00 pm
May 20th Middle School Hangout 3:00 pm
May 21st Planting the Hart's Brook Park & Preservation Monarch Butterfly Garden 10:00 am
May 22nd Ardsley Historical Society Annual Meeting 2:00 pm
May 25th Senior Citizens Memorial Day Breakfast 11:30 am
May 25th Zoning Board of Appeals Meeting 8:00 pm
May 26th Library Board Meeting 7:30 pm
May 27th Middle School Hangout 3:00 pm
May 28th Cell Phones for Soldiers 12:00 pm
May 30th Memorial Day Parade 11:30 am
May 30th Memorial Day-All Village Offices Closed

10. NEXT BOARD MEETING: June 6, 2022

Village Clerk, Ann Marie Rocco

Date:

ABSTRACT FOR VILLAGE BOARD MEETING OF
JUNE 6TH, 2022

GENERAL FUND \$470,156.13

TRUST & AGENCY FUND \$7,579.25

CAPITAL FUND \$427,733.70

SEWER FUND \$3,791.77

Date	Vendor Name	Description	Amount
5/31/2022	Atlantic A Program of De Lage	Usage for 5-1 to 5-31	\$237.92
5/25/2022	WEST CTY MAGISTRATES ASSO	Dues Rifas/Morehouse	\$120.00
		VILLAGE COURT SUBTOTAL	\$357.92
5/31/2022	ALFREDO DIVITTO	5-2 to 5-20	\$500.00
5/31/2022	ALFREDO DIVITTO	5-2 to 5-20	\$450.00
5/25/2022	VINCENT GIORDANO	Service for 5-2 to 5-13	\$300.00
5/31/2022	VINCENT GIORDANO	Service for 5-16 to 5-27	\$300.00
		BUILDING DEPT. SUBTOTAL	\$1,550.00
5/31/2022	Atlantic A Program of De Lage	Usage for 5-1 to 5-31	\$97.23
5/20/2022	BRUNI & CAMPISI INC	a/c service for Community Center	\$277.20
5/20/2022	BRUNI & CAMPISI INC	a/c repair community center	\$420.50
5/31/2022	BRUNI & CAMPISI INC	Repair AC at Community Center	\$277.20

4/12/2022	BSN SPORTS INC.	bleachers/swing seats	\$5,625.27
5/17/2022	CON EDISON	Usage for 4-11 to 5-10	\$371.73
5/20/2022	Event DJ Team LLC	Senior Musical Bingo	\$200.00
5/31/2022	GEORGE PHILLIPS	Open Gym	\$1,035.00
5/17/2022	J&J BACKFLOW DEVICE TEST	Annual Backflow Water Tests	\$350.00
5/20/2022	NATHANS PRINTING EXPRESS	Tennis Banner	\$450.00
5/20/2022	NICHOLAS MARANINO	senior supplies	\$23.54
5/11/2022	OPTIMUM	Usage for 5-8 to 6-7	\$29.95
5/17/2022	READERS HARDWARE INC	Cleaner Supplies	\$36.11
5/17/2022	READERS HARDWARE INC	Tennis Court Keys	\$53.34
5/25/2022	SUPER RACE SYSTEMS	Timing Equipment, Tags	\$1,431.24
5/25/2022	ULINE	10x10 tent	\$350.56
5/17/2022	VERIZON	Usage for 5-4 to 6-9	\$48.65
		COMMUNITY CENTER SUBTOTAL	\$11,077.52
5/25/2022	AAA EMERGENCY SUPPLY CO	BADGES	\$26.00
5/25/2022	AAA EMERGENCY SUPPLY CO	BADGES	\$225.00
5/25/2022	AAA EMERGENCY SUPPLY CO	SHIELDS	\$675.00
5/25/2022	AAA EMERGENCY SUPPLY CO	FLOW TEST	\$2,350.56
5/31/2022	ADT Commercial	ADT-FINGERPRINT DETECTOR	\$2,395.00
5/20/2022	Cintas	FIRST AID CABINET	\$313.23
5/17/2022	CON EDISON	Usage for 4-11 to 5-10	\$1,280.10
5/25/2022	ELECTRONIC SERVICE SOLUTIONS	RADIOS	\$326.61
5/17/2022	J&J BACKFLOW DEVICE TEST	Annual Backflow Water Tests	\$450.00
5/31/2022	MES	MES-TANGO METERS	\$687.00
12/15/2021	MES	water rescue equipment	\$10,601.37
5/25/2022	READERS HARDWARE INC	SUPPLIES	\$19.53
5/20/2022	READERS HARDWARE INC	CONTRACTOR BAGS	\$29.99
5/20/2022	READERS HARDWARE INC	Supplies	\$84.49
5/17/2022	VERIZON	Usage for 5-4 to 6-9	\$491.85
6/2/2022	VERIZON	Usage for 5-22 to 6-21	\$34.66
5/20/2022	WESTCHESTER TOOL RENTALS	TOOL REPAIR	\$124.69
5/20/2022	WESTCHESTER TOOL RENTALS	TOOL REPAIR	\$212.85
		FIRE DEPT. SUBTOTAL	\$20,327.93
5/31/2022	ARGENTO AND SONS INC	Coil Sassy	\$462.65
5/31/2022	ARGENTO AND SONS INC	Oil	\$16.95

5/31/2022	ARGENTO AND SONS INC	Hydraulic Oil	\$140.00
5/20/2022	ARGENTO AND SONS INC	cover/element/cable	\$120.90
5/20/2022	ARGENTO AND SONS INC	Hydraulic Cylinder	\$1,280.20
5/31/2022	BEN ROMEO CO INC	TP, Rags, Paint	\$646.50
5/31/2022	BEN ROMEO CO INC	Grass Seed	\$250.00
5/17/2022	CON EDISON	Usage for 4-11 to 5-10	\$571.98
5/31/2022	CON EDISON	Usage for 12-6-20 to 5-2-21	\$482.34
5/20/2022	CORSI TIRE	tires	\$2,156.06
5/25/2022	D.S. TOOL CO.	US Flags	\$90.00
5/31/2022	ELECTRONIC SERVICE SOLUTIONS	ESS-RADIOS	\$63.67
5/20/2022	GABRIELLI TRUCK SALES LTD	sensor	\$215.69
5/20/2022	GABRIELLI TRUCK SALES LTD	sensor	\$22.58
5/17/2022	J&J BACKFLOW DEVICE TEST	Annual Backflow Water Tests	\$200.00
5/17/2022	J&J BACKFLOW DEVICE TEST	Annual Backflow Water Tests	\$200.00
5/20/2022	New York Freightliner	brake chambers	\$248.58
5/20/2022	New York Freightliner	brake chambers	\$28.81
5/17/2022	PARKWAY PEST SERVICES	Monthly Pest Service	\$150.00
5/20/2022	PARTNERS IN SAFETY INC	random test	\$48.00
5/31/2022	PARTS AUTHORITY	Engine Brite	\$119.28
5/31/2022	PARTS AUTHORITY	Oil Filter	\$18.84
5/31/2022	PARTS AUTHORITY	Coolant	\$75.64
5/31/2022	PARTS AUTHORITY	Oil Filter- Non Clear-PB Blast	\$111.00
5/31/2022	PARTS AUTHORITY	Cable Ties	\$19.89
5/31/2022	PARTS AUTHORITY	Wear & Break Pads	\$396.06
5/31/2022	PARTS AUTHORITY	Stop Leab	\$87.38
5/31/2022	PAUL BUNYAN TREE SERVICE	Beacon Hill Rd Tree Work	\$700.00
5/20/2022	PROSPERO NURSERY	mulch	\$76.00
5/20/2022	PROSPERO NURSERY	annual plants	\$619.80
5/20/2022	PROSPERO NURSERY	annual plants	\$447.75
5/20/2022	PROSPERO NURSERY	plants/mulch	\$318.10
5/20/2022	PROSPERO NURSERY	plants	\$141.76
5/20/2022	PROSPERO NURSERY	Annuals, Perennials	\$98.60
5/20/2022	PROSPERO NURSERY	Annuals, Perennials	\$292.40
5/20/2022	PROSPERO NURSERY	Annuals, Perennials	\$182.90
5/20/2022	PROSPERO NURSERY	Annuals, Perennials	\$69.30
5/20/2022	PROSPERO NURSERY	Annuals, Perennials	\$152.00
5/31/2022	RCA ASPHALT LLC	Asphalt	\$783.02

5/31/2022	RCA ASPHALT LLC	Asphalt	\$424.03
5/17/2022	READERS HARDWARE INC	Ground clear	\$87.17
5/17/2022	READERS HARDWARE INC	Hog Rings	\$9.74
6/1/2022	READERS HARDWARE INC	Cleaning Supplies, Glue, Locks	\$76.45
6/1/2022	READERS HARDWARE INC	Cleaning Supplies, Glue, Locks	\$61.36
5/31/2022	SAW MILL STONE & MASONRY SUPPL	Concrete Ready Mix	\$31.40
5/31/2022	SAW MILL STONE & MASONRY SUPPL	Land Fabric	\$46.00
5/31/2022	SCARSDALE FORD INC.	Blades	\$37.88
5/20/2022	SEA BOX INC	Container Rental	\$250.00
5/16/2022	TOLLS BY MAIL PAYMENT CENTER	Toll Bill 17704838777	\$3.54
5/19/2022	WESTCHESTER COUNTY DEF	April 2022 Tipping Fee	\$7,080.17
5/31/2022	White Cap, L.P.	Delivery Tags	\$30.31
		HIGHWAY DEPT. SUBTOTAL	\$20,242.68
5/31/2022	AAA EMERGENCY SUPPLY CO	Recharge & Test 02	\$117.00
5/31/2022	AAA EMERGENCY SUPPLY CO	Recharge & Test 02	\$39.00
5/31/2022	Atlantic A Program of De Lage	Usage for 5-1 to 5-31	\$280.15
5/19/2022	CENTRAL AVE CHRYSLER JEEP	parts for PD vehicle	\$48.64
5/17/2022	J&J BACKFLOW DEVICE TEST	Annual Backflow Water Tests	\$450.00
5/17/2022	J&J BACKFLOW DEVICE TEST	Annual Backflow Water Tests	\$450.00
5/19/2022	Lawmen Supply Company	Uniform - Braig	\$475.92
5/20/2022	Lawmen Supply Company	Uniform - Braig	\$1,129.13
5/25/2022	Lawmen Supply Company	Uniform-Tina Savarese	\$1,406.89
5/31/2022	Lawmen Supply Company	Uniform Supply for PO Savarese	\$215.77
5/31/2022	Lawmen Supply Company	Uniform Supply for PO Savarese	\$961.60
5/19/2022	M.B.M. CONCEPTS INC.	Uniform-Braig	\$100.00
5/31/2022	PARTS AUTHORITY	Wiper Blades	\$28.80
5/31/2022	PARTS AUTHORITY	Battery	\$292.20
5/31/2022	PARTS AUTHORITY	Bar Link Kit	\$49.58
5/17/2022	READERS HARDWARE INC	Wall Brackets	\$35.12
5/19/2022	SCARSDALE FORD INC.	parts for PD vehicle #92	\$236.20
6/2/2022	VERIZON	Usage for 5-22 to 6-21	\$37.15
5/24/2022	VERIZON WIRELESS	Usage for 4-13 to 5-12	\$519.42
5/17/2022	XEROX CORPORATION	Usage for 3-30 to 4-30	\$183.32
		POLICE DEPT. SUB TOTAL	\$7,055.89
4/8/2022	ROSEDALE NURSERY		\$219.00

5/31/2022	ARDSLEY TAXI & LIMO SERVICE LT	sr. citizen taxi coupons	\$209.00
6/3/2022	DILIGENT CORPORATION	meeting manager/board manager	\$6,385.06
5/31/2022	GENERAL CODE PUBLISHERS	code analysis	\$690.00
6/3/2022	THE RIVERTOWNS ENTERPRISE	subscription renewal	\$50.00
6/3/2022	A1 COMPUTER SERVICES INC.	IT Support-Software	\$980.00
5/31/2022	A1 COMPUTER SERVICES INC.	IT Support	\$2,834.00
6/3/2022	A1 COMPUTER SERVICES INC.	IT Support-Software	\$1,500.00
5/20/2022	ADT Commercial	IDA EQUIPMENT	\$810.00
6/2/2022	AMERITAS LIFE INSURANCE CORP	Premium for June 2022	\$6,175.04
5/20/2022	ARGENTO AND SONS INC	carb/filter/spark plug/fuel fl	\$142.74
6/3/2022	ARTHUR J GALLAGHER & CO.	Insurance Renewal	\$25,549.00
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$110,353.98
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$209.00
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$6,581.86
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$28,680.00
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$21,000.00
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$4,554.00
6/3/2022	ARTHUR J GALLAGHER & CO.	Policy Renewal	\$10,621.00
5/31/2022	Atlantic A Program of De Lage	Usage for 5-1 to 5-31	\$345.37
5/31/2022	BARBARA BERARDI	Medical reimb. March, April, May	\$1,020.60
5/17/2022	CON EDISON	Usage for 4-11 to 5-10	\$212.20
5/25/2022	Con Edison	Usage for 4-13 to 5-12	\$52.77
5/31/2022	DIPIKA PATEL	Medical reimb. March, April, May	\$1,020.60
5/31/2022	EMIL CALIFANO	Medical reimb. March, April, May	\$1,020.60
5/31/2022	Frank Quattrocchi Jr	Medical reimb. March, April, May	\$891.00
6/14/2021	GEORGE MALONE	Direct Public Govt, Access	\$811.24
6/3/2022	ICC CDS, LLC	laserfiche sw assurance plan	\$3,273.00
6/2/2022	ICMA	Membership Renewal C. Hessler	\$175.00
6/3/2022	INTERNATIONAL INSTITUTE OF MUN	annual membership dues 63023	\$175.00
5/31/2022	Jennifer Herrick Stasko	Medical reimb. March, April, May	\$445.50
5/31/2022	LILLIAN MANNING	Medical reimb. March, April, May	\$510.30
5/25/2022	LOOSELEAF LAW PUB. INC.	Law Books	\$88.75
5/31/2022	MARION DEMAIIO	Medical reimb. March, April, May	\$1,428.60
5/31/2022	MARION DEMAIIO	Medical reimb. March, April, May	\$120.80
5/12/2022	MONTE PRESS INC.	8000 Customized Post it's	\$1,916.00
5/20/2022	NATHANS PRINTING EXPRESS	Lawn Signs-CAC Pollinator Pway	\$226.20
6/3/2022	NYCOM	NYCOM webinar 6.15.22	\$25.00

6/2/2022	NYCOM	Annual Membership Dues	\$2,417.00
6/2/2022	NYS EMPLOYEES HEALTH INS	June 2022 Premium	\$144,131.56
6/2/2022	OPTIMUM	Usage for 5-26 to 6-22	\$33.68
5/17/2022	PAYLOCITY	Monthly Fees for May 2022	\$1,089.37
5/20/2022	READERS HARDWARE INC	Bolts	\$8.32
5/20/2022	READERS HARDWARE INC	No Spill Gallon Can	\$161.96
5/31/2022	RICHARD GEREGHTY	Medical reimb. March, April, May	\$629.40
5/31/2022	RICHARD THOMPSON	Medical reimb. March, April, May	\$1,128.00
5/31/2022	RICKY LAPINE	Medical reimb. March, April, May	\$510.30
6/2/2022	ROBERT PONZINI	Retainer for legal services	\$5,979.00
5/17/2022	SIGNARAMA	Memorial Day Banner	\$225.00
5/19/2022	SIGNARAMA	Pride Day Banner	\$225.00
6/1/2022	SIGNARAMA	Juneteenth Banner	\$60.00
6/2/2022	STANDARD INSURANCE COMPANY	Invoice Dated 5-16-22	\$1,046.50
8/2/2021	STUDENT ASSISTANCE SERVICE COR	Youth Advocate Program	\$3,842.25
5/10/2022	SUEZ WATER WESTCHESTER DISTRIC	Usage for 4-4-22 to 5-1-22	\$249.06
5/31/2022	THOMAS GREEN	Medical reimb. March, April, May	\$629.40
5/5/2022	UPS STORE	Mailing Stormwater Report	\$28.88
5/31/2022	VINCENT PASCUCCI	Medical reimb. March, April, May	\$314.70
6/16/2021	W.B. MASON CO. INC.	Supplies for Fire Dept.	\$278.27
6/16/2021	W.B. MASON CO. INC.	Paper, Banker Boxes, Ink Cartridge	\$481.02
6/16/2021	W.B. MASON CO. INC.	Office Supply	\$1.00
6/16/2021	W.B. MASON CO. INC.	Ink Cartridge	\$88.22
5/31/2022	WILLIAM WATSON JR	Medical reimb. March, April, May	\$402.00
6/1/2022	Wilton Shaw	Drumline June 18th Event	\$1,200.00
5/24/2022	Paylocity	Monthly Fee December 2021	\$1,097.09
5/25/2022	Westchester County Health Dept.	Food Permit	\$85.00
5/25/2022	Shawn Bible	June 4th Entertainment	\$800.00
6/2/2022	Patrick Kennedy	June 4th Entertainment	\$300.00
6/2/2022	DJKasino	June 4th Entertainment	\$800.00
		VILLAGE HALL SUBTOTAL	\$409,544.19
		GENERAL FUND TOTAL	\$470,156.13
5/25/2022	Woodard & Curran Engineering	Professional Service 33 Judson	\$6,197.75
5/31/2022	SUNSHINE SPECIALTIES DISTRIBUT	Ice Cream Social Supplies	\$274.50
6/2/2022	Kellard Sessions Consulting	657 SMRR	\$1,107.00
		TRUST & AGENCY TOTAL	\$7,579.25

5/20/2022	CALGI CONSTRUCTION CO INC	Pre Construction PH	\$4,783.89
5/25/2022	WESTON & SAMPSON	Phase A Review	\$60,862.50
5/19/2022	WESTON & SAMPSON	Phase A Review & Confirmation	\$65,630.00
5/19/2022	WESTON & SAMPSON	Phase A Review & Confirmation	\$73,535.00
5/19/2022	WESTON & SAMPSON	Phase A Review & Confirmation	\$32,815.00
5/19/2022	WESTON & SAMPSON	Phase A Review & Confirmation	\$119,444.20
5/19/2022	WESTON & SAMPSON	Phase A Review & Confirmation	\$69,005.00
5/20/2022	TEST-CON INCORPORATED	Asphalt Inspection	\$580.11
5/20/2022	DALCO REPORTING INC	Hearing Transcript	\$1,078.00
		Capital Fund Total	\$427,733.70
5/31/2022	MINOL, INC	Sewer Rent Service, May 2022	\$1,291.77
5/24/2022	Delaware Engineering, D.P.C.	Sewer Mapping & Record Review	\$2,500.00
		Trust & Agency Total	\$3,791.77

**CONSIDER A RESOLUTION GRANTING PERMISSION TO HONEST ART-
708 SAW MILL RIVER ROAD TO BLOCK OFF THREE OF THE EXISTING
PARKING SPACES IN ORDER HOLD OUTDOOR SUMMER CLASSES IN
THE PARKING LOT**

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

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

**RESOLUTION MODIFYING THE 2021/2022 BUDGET BY ENABLING THE
VILLAGE TREASURER TO MAKE NECESSARY TRANSFERS WITHIN THE
GENERAL FUND**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Treasurer to modify the 2021/2022 Village Budget by transferring \$342,024.75 from the following.

FROM LINE ITEMS:

A-1990-0400-0000 Contingency	342,024.75
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TO LINE ITEMS:

A-3120-0100-0000 Personnel Services	88,488.94
A-3120-0101-0000 Personnel Services	221,056.25
A-3120-0106-0000 Special Events	32,479.56

**RESOLUTION SCHEDULING A PUBLIC HEARING TO DISCUSS
AMENDMENTS TO CHAPTER 190 ENTITLED “FILMING” OF
THE ARDSLEY VILLAGE CODE**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Tuesday, June 21, 2022 at 8:00 p.m. or soon thereafter to discuss amending Chapter 190 entitled “Filming” of the Ardsley Village code as follows:

Article I Definitions

§109-1. Definitions

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

FILMING -When cameras and equipment are at a premises.

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

Article II Private Property

§109-2. Filming on Private Property

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

§109-3. Applications for permit

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

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

§109-4. Fee

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

§109-5. Operational Restrictions

- A. Filming for which a permit is required under § 109-2 above **shall be conducted in compliance with the Film Policy.** ~~in no event be conducted at the same location (i.e., in the same building or at the same street address) more than any portion of 12 calendar days within any twelve month period.~~

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

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

§109-6. Penalties for offenses

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

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

§109-7. Limitations for previous violations

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

ARTICLE III Public Property

§109-8 Filming on public property

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

(NOTE: Specifically excluded are all filming projects conducted under the auspices of the Village of Ardsley Cable Television Committee.)

§109-9. Application for permit

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

- ~~(1) The name, address and telephone number of the person or company making the film, etc.~~
- ~~(2) The location where filming, etc., is to take place.~~
- ~~(3) The date filming is to take place and the hours of filming.~~
- ~~(4) A signed statement that the applicant affirms, under penalty of perjury, that all statements contained in the application are true.~~
- ~~(5) Approval from the Police Chief, with any conditions he may set forth.~~
- ~~(6) Any other approval the Village Manager or Village Clerk deems necessary, with any conditions which may be set forth.~~

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

§109-10 Fee

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

§109-11 Operational Restrictions

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

~~B. No applicant shall permit equipment used in connection with such filming, including but not limited to lights and generators, etc., to be~~

~~set up or operated at the location described in § 109-9 above prior to 8:00 a.m. and after 7:00 p.m.~~

§109-12 Penalties for offenses

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

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

§109-13 Limitations for previous violations

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

ARTICLE IV Film production schedule of fees

§109-14 Submission of requests

RESERVED

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

§ 109-15 Fees.

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

**RESOLUTION AMENDING SEWER RENT
GRIEVANCE PROCEDURES**

WHEREAS, Article 14-F of the New York General Municipal Law authorizes municipalities to establish a system of user fees, or sewer rents; and

WHEREAS, in the exercise of such statutory authority, the Board has adopted a local law establishing a system of sewer rents using water consumption as a basis for calculating same; and

WHEREAS, the Board further desires to establish the policy and procedures for the sewer rent program and for sewer users to appeal their bill;

NOW THEREFORE BE IT RESOLVED, the Board of Trustees hereby establishes the following process and procedures for Sewer rent and adjustments or changes to sewer bills:

1. Adjustments; a sewer user who maintains that the sewer rent should be adjusted for any given quarterly period may make one application to the Village Manager for an adjustment for that period's sewer rent. Such application shall be in writing, and be supported by substantial evidence establishing that the amount of the system user's water consumption that actually was discharged into the sanitary system was less than the amount of water consumption used to calculate the system user's sewer rent. Proof shall be in the following form:
 - A. An engineering report from a professional engineer licensed in the State of New York;
 - B. Data from a sub meter whose operation has been inspected by the Village of Ardsley;
 - C. Affidavits; or
 - D. Any other documentary evidence.

2. The system user has the burden of proof. The quantum and quality of proof is necessarily dependent on the amount of the adjustment sought. If any adjustment is warranted, the system user shall receive the same in the form of a credit on the next bill following the Village Manager's determination.

3. If a system user is aggrieved by said determination, said user may appeal to the Village Manager within 15 days of same. The appeal must include a written narrative outlining the grounds upon which said user merits a one-time exemption of Village rules and procedures resulting in reversal of a sewer rent grievance decision. Any decisions reached at the conclusion of this appeals process are final and cannot be further appealed.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES WITH
WESTON & SAMPSON FOR THE
PARKS & RECREATION MASTER PLAN**

Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Weston & Sampson, PE, LS, LA, PC with offices at 1 Winners Circle, Suite 130, Albany, New York 12205 for engineering services for the Parks & Recreation Master Plan effective June 1, 2022 and concluding March 1, 2023.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
VILLAGE OF ARDSLEY
AND
WESTON & SAMPSON, PE, LS, LA, PC

THIS AGREEMENT is made this [REDACTED] day of [REDACTED], 2022, by and between Village of Ardsley, acting herein by and through its [REDACTED], hereinafter called the OWNER and WESTON & SAMPSON, PE, LS, LA, PC, with offices at 1 Winners Circle, Suite 130, Albany, New York 12205, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services for the **Parks & Recreation Master Plan** hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 The OWNER hereby retains ENGINEER to perform the services set forth in the Scope of Services attached hereto as Attachment 1 (the "Scope of Services").

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, **starting June 1st, 2022, and concluding by March 1st, 2023.**

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$ 45,800.00** for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 5A – CREDIT CARD PAYMENTS

- 5A.1 Payment by credit card from the OWNER to the ENGINEER shall not be acceptable.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a **minimum of One Million Dollar (\$1,000,000)** umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of \$3,000,000 per claim and in the aggregate, and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New York.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New York.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
- 7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.
- 7.3 Hazardous Waste Indemnifications
- 7.3.1 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has done his or her best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

- 9.1 The OWNER shall retain ownership of the documents submitted to the OWNER by the ENGINEER pursuant to this AGREEMENT. However, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other PROJECT. Any reuse without written verification or adaptation by the OWNER for the specific purpose intended shall be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER'S independent sub-consultants, and the OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER'S sub-consultants from all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the

PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.

- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim. The parties may engage in remote mediation if in-person

mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.9 Limitation of Engineer's Responsibilities During Construction

The ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor(s) or supplier(s), or any of Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing Contractor(s)' work.

11.10 Engineer Not Responsible for Accuracy of Contractor-Supplied Information Used in Record Drawings

The ENGINEER shall not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents. ENGINEER shall not check the Contractor's record drawings information unless included in the scope of the ENGINEER's services contained in Article 2, and then ENGINEER will only be responsible for checking what is not hidden behind walls, in the floor or roof slabs, etc.

11.11 Opinions of Probable Construction Cost

The ENGINEER makes opinions of probable costs using its best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the Project will be constructed. ENGINEER cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER desires greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

11.12 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the ENGINEER makes the claim, ENGINEER's schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

11.13 Force Majeure

If delays or failures of performance of the ENGINEER are caused by occurrences beyond the reasonable control of the ENGINEER, the ENGINEER shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials

shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the ENGINEER, or any other causes which are beyond the reasonable control of the ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

ARTICLE 13 – NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address that appears below, and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices shall be provided to:

Owner:
Name _____
Title _____
Address _____

Engineer:
Name Daniel P. Biggs, RLA
Title Associate | Regional Manager
Address One Winners Circle, Suite 130
Albany, New York 12205

ARTICLE 14 – CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:(CITY) (TOWN)

OF _____

WESTON & SAMPSON, PE, LS, LA, PC

By Its _____

By: Daniel P. Biggs, RLA

DATE

DATE

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____

Date: _____

OWNER Accountant

APPROVED AS TO FORM:

By: _____

Date: _____

OWNER Counsel

A TRUE COPY, ATTEST:

By: _____

Date: _____

OWNER Clerk

OWNER'S New York State Sales and Use Tax Certificate Exemption Number _____

ATTACHMENT 1: SCOPE OF SERVICES

UNDERSTANDING & APPROACH

The Village of Ardsley seeks to strategically develop a village-wide Parks and Recreation Master Plan, which will focus on the village’s parks and recreational facilities and programs. This master plan will serve as a guiding document identifying current and possible future programming, as well as park facility infrastructure at each of the parks and recreational facilities.

The plan seeks to include an inventory of the existing recreational facilities and programs, analyze forecasted programming and recreational needs, identify park requirements, and recommend implementation strategies over the next 5-, 10-, and 20-year horizons.

Master Plan Guiding Principles

The Parks and Recreation Master Plan process will be guided by a set of Guiding Principles that set the stage for planning process design, citizen engagement, prioritization of plan elements/programming and implementation/decision making. The following Guiding Principles will help guide the Mission and Vision of Ardsley Parks and Recreation:

1. Inclusion and Equity:
 - A. Implement community outreach and participation to ensure multi-cultural opportunities
 - B. Ensure equitable access (geographic diversity) to park facilities, programs, and events
 - C. Design and implement park projects and programming to include multi-generational access by people of all abilities
 - D. Respond to changing recreational needs and priorities
2. Quality over Quantity: A necessary balance between the quality of parks and community recreation facilities with the overall quantity of facilities.
3. Resiliency and Sustainability: Adhere to climate change adaptation strategies and approaches for recreation. Ensure long-term adaptability and provide recreational opportunities that will not compromise environmental quality over time. Other considerations include:
 - A. Operational and maintenance costs, including energy efficiency and energy reduction strategies
 - B. Use durable, low-maintenance, and natural/native materials
 - C. Balance of naturalized and maintained landscapes from a user, ecological, and maintenance perspective
 - D. Place-appropriate use of the land and create high quality, timeless design
 - E. Follow best practices in the management and maintenance of our built assets
4. Natural Resource Management: Protect, restore, and preserve natural resources and ecological systems.
 - A. Incorporate the findings from any Natural Resource Inventory Analysis to protect sensitive ecosystems throughout the Village and incorporate village pollinator policies and procedures.
 - B. Native and Invasive Species – promote the removal of invasive species and incorporate the use of native plantings and phase out the use of non-native nursery species that are not appropriate for our region.
5. Community Partnerships: Cultivate strategic use of volunteers and community groups to perform mission critical work that would otherwise go undone due to staffing and funding limitations.
6. Healthy Community: Supporting health and well-being is a priority. The Village will actively promote access for all to recreation in a clean, safe environment. Investments and polices will advance and maximize health and healthy equity.
7. Safety: Provide a safe, secure, and welcoming park and recreational experience.
 - A. Ensure adequate and appropriate lighting, signage, and wayfinding when applicable
 - B. Apply crime prevention principles in planning and design of individual parks, trails, and facilities
8. Cost Recovery: Apply a cost recovery and financial performance model to sustain programs, built assets/facilities and lands over a 10-year period.
9. Land Management: Designate land that requires protection as open space, including ecologically valuable areas or natural areas.

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Project Objectives:

1. Develop a Vision: Preparing for the future, while retaining the past.
2. Develop Implementable Goals and Priorities: Focusing efforts on transforming conceptual goals into achievable priorities.
3. Develop an Implementation Strategy for Park Facilities and Operations
4. Develop a Financially Sustainable and Innovative Park System

Parks & Recreation Mission:

To promote the health and well-being of our community, environment, and economy by facilitating recreational opportunities and coordinating the enhancement of our parks, facilities, and natural resources now and into the future.

Village Vision Statement:

To be the central driving force in strengthening the heritage of a healthy, active community for future generations by continuing on the path of improving and enhancing our parks and facilities; protecting our natural resources; and developing partnerships to deliver recreation programs and services.

Existing Park & Recreational Facilities:

- Pascone Park includes four tennis courts, basketball court, softball fields, soccer fields, a skate park, playground area, gazebo, picnic tables, restrooms, and a snack bar (seasonal).
- McDowell Park includes four baseball fields, T-ball area, basketball court, pavilion, snack bar and restrooms (seasonal)
- Various "pocket" parks are scattered throughout the Village
- Thelma Zimmer-William Van Dorn Youth and Community Center (activities/ programs and available for rental).

Project Approach

Our team has consciously chosen to focus their careers on the design of outstanding municipal park, open space, and athletic facility projects, bringing a great depth of knowledge and experience garnered from working within the public realm to every assignment. We recognize that this project is important to the Village of Ardsley community, and we are dedicated to bringing all of our energy, creativity, and technical prowess to all aspects of this project.

Having successfully managed and completed many projects of similar nature, we believe our technical skills and past experiences will allow us to meet the specific needs of the village effectively and efficiently. The Weston & Sampson team has developed a simple formula that allows us to develop strong partnerships with our clients that ultimately yields strong project results. To this end, we pledge to:

- Be highly responsive, accountable, and communicative
- Listen well, facilitate, and then execute at an extremely high level

We have outlined the following tasks for this project.

Phase A | Kickoff Meeting + Existing Conditions Analysis

At the outset of the project, we propose to conduct a kick-off meeting with the Recreation Director, Public Works Director, Director of Planning & Zoning, project committee, and key stakeholders to review project expectations, options, timelines, and scheduling. In addition, any requirements or constraints of the project site will be discussed and reviewed. Upon completion of the kickoff meeting with staff, the project team will meet with the project committee to kick-off the project and review the goals and objectives. The project team will facilitate bi-weekly (*assumed virtual/remote*) progress meetings with village staff for the duration of the project.

Within this task, the Weston & Sampson team will research and review plans, 2021 Village Comprehensive Plan, policies, documents, and reports related to each of the existing parks, and facilities to be considered.

Working with project team, the Weston & Sampson team will confirm and update the inventory of the village's parks

ATTACHMENT 1: SCOPE OF SERVICES

and recreational facilities, as completed by village staff.

The inventory update shall include the following sub-tasks:

- A. Assess the quality and significance of assets, regardless of current condition.
- B. Assess the functionality of assets compared to community needs and the Parks and Recreation Mission and Vision.
- C. Prioritize future investment based on qualitative assessment and village-provided conditions of park assets, including:
 - i. Park-specific buildings and community centers
 - ii. Parks and pocket parks
 - iii. Trail systems and Waterways (if applicable)
 - iv. Park/Trail/Natural Area/Open Space categories and priority levels
 - v. Athletic facilities – Indoors and Outdoors
- D. Review existing built infrastructure and make recommend for improved accessibility and universal access measured against national park and trail standards.
- E. Review our maintenance standards and schedule of identified and unidentified deferred infrastructure maintenance and provide recommendations on what to prioritize.

We will present the inventory at a public meeting for comment and input from village residents. Following public comment, we shall make revisions to the Inventory and complete a final recreation inventory to provide baseline data and information for the subsequent assessments.

Deliverables: Recreation Facility and Program Inventory (“Inventory”)

Phase B | Community Recreation Needs Assessment

The Weston & Sampson team will prepare a Community Recreation Needs Assessment (“Assessment”) that includes our research and documents current gaps and future needs with regard to recreational and community facilities, activities, and recreational programs. Within this task, we will complete an analysis of needs and trends in response to the following questions:

1. What are the demographic trends for the village?
2. What are the relevant recreation trends to consider?
3. What is needed by groups to use the village parks and recreation system?
4. How do we attract more visitors to various parks and programs?
5. Do we need more parks? If so, what type (pocket, passive, active, etc.) and where?
6. Are we fulfilling the recreation programming needs? What are trends for the next 10 years?
7. Are there major unmet needs among park users and youth sports organizations that warrant village investment? (playgrounds, covered tennis courts, etc.).
8. How do we prioritize such investments?

Following the existing conditions review meeting, the project team will draft written outcomes and an existing conditions analysis of the project site.

- Recreational Facilities Assessment – Identify appropriate recreation facilities, including opportunities, shortcomings, and/or deficiencies with existing facilities to establish the recreational needs.
- Park/Open Space Assessment – Identify open space conditions, opportunities, gaps in level of service and/or deficiencies of park/ open spaces.
- Recreational Programs/Services – Examine and evaluate current recreational programs and services to identify opportunities, gaps and/or deficiencies for proposed future programs/services.
- Park Partnerships Evaluation – Identify potential park partnerships and alliances for collaborative park developing and programming.

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Demographics and Trends Analysis – A demographic analysis of the village helps evaluate demographic shifts and their impact on future parks and recreation. The demographic study will predict changes in the population, ages of residents, household makeup, and generational changes that should be considered for future planning. A trends analysis identifies relevant trends that should be considered as part of the village’s future planning. This analysis helps identify regional interest and participation levels for a variety of activities; how services are provided through both administrative and planning trends; and how parks and recreation, amenities, programs, and events compare to national and regional trends. For this trends analysis, the Weston & Sampson team will:

- Gather, review, interpret, and build upon demographic trends and characteristics of the village with currently available information from the village; previous planning efforts; and other local, regional, and national sources. We will identify the constituency of the village through a demographic analysis and market profile, utilizing all information available from previous planning efforts and including statistics gathered from Esri, the US Census, and other regional and local sources. The demographic profile will analyze current and projected information regarding population, ethnicity, gender, household income levels, sociological factors, age group characteristics, population projections, growth/development patterns, redevelopment areas, and land use changes, and will identify any underserved population or geographic areas.
- Review and summarize the last three to five years of Park and Recreation Department budgets, capital improvement budgets, maintenance records, and capital projects.
- Review and summarize previous planning studies relating to parks and recreation programs, community events, and facilities. The previous reports will be provided by the village.
- Review current ordinances and policies of the village and the Parks and Recreation Department.
- Review and analyze the current management structure of the Parks and Recreation Department.

Facility Inventory, Resource Mapping and Level of Service Analysis – As part of the plan development, we will use all available base GIS/CAD materials to compile a comprehensive, updated assessment of each of the village’s parks, recreation, and open space facilities and programs. We will complete an inventory of existing parks, recreation facilities, open spaces, and trails including, but not limited to research, mapping, and personal inspection and conditions of each park, facility, amenity and trail owned and managed by the village, and also properties that fall under joint-use with the school system, if applicable.

To determine each park and facility’s role in the community (i.e., neighborhood park, community park, alternative provider, etc.), Weston & Sampson team members will work with staff for select onsite visits to validate scoring and any unique components. We will evaluate these sites with regard to functional use, current conditions, capacity, and quality, and will score the value of comfort and convenience factors (e.g., the presence of shade; availability of benches, restrooms, and drinking fountains) and the overall context of the component. This will allow a measure of the total user experience and level of service and allow us to help the Village of Ardsley create relevant community-specific standards.

We will incorporate all analyses of facilities and components into a dynamic digital database that becomes property of the village upon completion of the project. The inventory will be compiled and analyzed to provide complete information. We can work with various information formats and will produce the final deliverables in both digital and textual formats that are dynamic and can easily be updated and used in the future. Once the physical inventory is completed and accurate, we will help analyze the system with quantitative, qualitative, and textual analysis. The inventory will include recommendations for locating areas for improvements to address unmet needs for active and passive recreation and will address methods for minimizing duplication of offerings and/or enhancing possibilities for collaborative partnerships where appropriate. We will also review the impact of growth trends related to neighboring jurisdictions and topics such as connectivity, accessibility, and circulation.

The development of the dynamic digital database to support this project will allow us to apply evaluation criteria and policies to identify and map potential future parks and trail corridors to be acquired and/or developed consistent with projected growth patterns. We can also identify alternative providers in the service area, whether they are neighboring communities, the school district, private providers, or other alternative providers. We will work with the project team

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to determine the degree of specificity for mapping.

Program Inventory and Analysis – We will provide a working MS Excel template for analysis of recreation services and programs and will provide a brief training to staff that allows your agency to track location and geo-coding, participation, and various other characteristics not only for the Village of Ardsley’s programs. Working with village staff, relevant alternative providers (schools, HOAs, non-profit and for-profit associations and businesses, churches, etc.) can be included to provide summary analysis of program supply within the village. This review shall address the following:

- A. Review of Parks and Recreation-delivered programming
- B. Identify strategic opportunities to leverage community and non-profit organizations to deliver operational and programming services
- C. Review of Parks and Recreation Permitting
 - i. Locations & Types: Commercial uses of parks, fields, and facilities
 - ii. Process and Policies
 - iii. Benchmark against similar park agencies

Department Operations and Analysis - As a part of the analysis, the Weston & Sampson team will review the recreation department governance and funding systems. This review shall address of the following:

- A. How are major priorities set and performance and progress toward goals tracked?
- B. Review and analyze current and historic staffing models
 - i. Benchmark against comparable park agencies
 - ii. Review and analyze volunteer initiatives and partnerships with user groups for strategic programming, facilities management, operations, and maintenance opportunities.
- C. Evaluate current marketing and public information efforts.
- D. Review and analyze effectiveness of applicable parks-related ordinances, rules, and policies
 - i. Evaluate effectiveness of and make recommendation for enforcement
 - ii. Recommend best practices from peer communities and organizations
 - iii. Propose policies for resource-conscious foraging and gathering on public lands

The Weston & Sampson team will solicit quality public input from stakeholder groups, community organizations, local residents and businesses, and other interested agencies, such as the Ardsley School District as a part of Phase C: Public Outreach.

Deliverables: Recreation Facility and Program Analysis (“Analysis”)

Phase C | Public Outreach

Our team believes in creating an in-depth, efficient, and cost-effective citizen focused community process as part of all public agency management and planning. We will build upon previous work to acquire knowledge of local issues and concerns that will assist us in obtaining useful and pertinent community feedback - both as information and engagement for buy-in and outcomes.

After sufficient analysis of the existing conditions has been complete, the Weston & Sampson team will facilitate a public outreach process to determine the needs of residents and to allow the project team to communicate with residents, user groups, public and civic associations, and key community representatives.

Preliminary key stakeholders may include citizens, representatives of Ardsley School District, faith-based groups, neighborhood associations, community organizations, and special interest groups from in and around your community.

We will work with the project team during the kick-off meeting to delineate and customize the public process. We use both qualitative and quantitative assessment tools, and all input tools will help build consensus and agreement on the plan and provide information for decision making to the village. We can conduct public engagement in-person, virtually, or in a hybrid manner.

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Our strategies range from intercept surveys, public meetings, and focus groups to questionnaires, online surveys, and dot surveys. We use a host of social media tools to create a managed and facilitated online community dialogue, including polling, open online and user surveying, discussions, topic suggestions, prioritization options, etc. Based on previous successes, we recommend the following citizen involvement strategy approach to assure residents, user groups, associations, and other stakeholders that they are provided an opportunity to participate in the plan development:

- Stakeholder interviews/focus group workshops drawing from representatives from committees and commissions, other Village Departments, council members, special interest individuals and groups, associations, and other service providers (e.g., staff, schools, health clubs, seniors, open spaces, etc.), open to the public at large. Our team will coordinate with these groups to find a suitable date and time for the meeting to ensure maximum attendance from these groups. *(assumed to be combination in-person/virtual)*
- Development of a digital community survey to identify the community's goals for additional facilities and program development. This shall include seeking input on whether a centralized community center is needed and if so, what programs and/or services are desired for this space. An open link/open access survey could be provided *(not a statistically valid survey)*. The village could include a flyer promoting the survey in the monthly utility billing mailer and market heavily through other channels.
 - *Alternative approaches for a statistically valid survey are suggested below.*
- Public Meeting #1 (Community Input): We will provide information and to validate and round out the qualitative information received from the focus groups. This meeting will focus on gathering community thoughts, ideas, and needs for park space, as well as sharing pertinent existing conditions information with them. *(assumed to be virtual)*
- Public Meeting #2 (Findings Presentation): We will compile and present a summary of findings from the inventory, needs assessment and analysis for validation by staff, stakeholders, and the public. *(assumed to be virtual)*
- Draft Recommendations Presentation (hearing, open to the public) *(assumed to be in-person or virtual)*
- Final Presentation for Adoption (hearing, open to the public) *(assumed to be in-person or virtual)*

Following the public meetings, the project team will review the results with the Project Committee, and other committees/commissions to discuss initial thoughts and gather their input to prioritize the needs.

The following Optional Tasks may be included within the scope of work as defined below and budgeted as additional services outlined in the project budget.

Optional Task C.1: Statistically Valid Survey

Particularly in communities that have a high level of public engagement and input, our team is a strong proponent of including surveys as part of all planning projects to reflect the quantitative needs of a community most accurately. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically-valid survey is the only defensible mechanism that provides feedback from the NON-USERS, who are most likely taxpayers. We are open to suggestions and modifying our approach to meet the needs of the village. Below are two alternatives to consider:

Option A – Full Statistically Valid Survey

The statistically valid survey will consist of the following:

- Mailing of a paper survey to random households within the village
- Two versions of an online survey (controlled link and open link)
- Tabulation of results and development of a written report including detailed methodology, narrative interpretation of the results with emphasis placed on graphs and charts illustrating the major findings, in addition to an executive summary highlighting the key takeaways.

Option B – Postcard Statistically Valid Survey

The statistically valid survey will consist of the following:

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- Mailing one round of visually appealing postcards to random village households with links
- Two versions of an online survey (controlled line and open link)

Deliverables: Public Outreach Plan, including digital survey

Phase D | Draft/Final Plan

The Weston & Sampson team will compile key findings from the inventory, needs assessments, and other analysis, and prepare a summary Findings Presentation for the staff, stakeholders, and the public (second public community meeting), to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct and will ask all stakeholders to share any additional key issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

As part of the Findings portion of the project, we will compile a Key Issues Analysis Matrix. Developed from the various tools and methodologies used to collect information throughout the project, this matrix helps to identify focus areas from to be presented and discussed at this stage of the strategic planning process.

The draft/final plan shall include the following key components:

1. Establish goals and objectives of the Master Plan based upon the Guiding Principles
2. Develop and propose a strategic financial plan to achieve the recommendations for system improvements
3. Prioritized inventory of improved or new facilities, programs, and/or services as identified through the Assessment process.
4. Detailed alternatives for matching identified facility, program, and service needs with existing/available resources (e.g., considering alternatives for fitting new programs into publicly owned or publicly available spaces).
5. Assessment of staffing levels required to implement inventoried needs.
6. Recommendations for implementing identified priorities in the short-term and longer-term with consideration of affordability and sustainability, including the potential use of piloting for new programs/services to gauge public use or testing use of other publicly-available facilities

The components will be developed in the following approach:

Visioning Strategies Workshop and Analysis – Following the Findings Presentations, the Weston & Sampson team will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will work with the village’s project team to fully analyze identified findings, creating implementable recommendations for your future. We want to be respectful of the project team’s time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings. We will engage all interested project team members and key stakeholders in determining future vision and action plan steps for the village’s recreation needs. We will present findings in a formal presentation at a public meeting.

Recommendations – Based on the analysis of demographic information, participation, needs and desires, operations and maintenance, land use trends, level of service gaps, and projected impact of future trends, recommendations will be developed addressing needs for parks, acquisition, and opportunities for available funding. We will also evaluate whether some of the village’s existing parks and recreational facilities can be combined or operated jointly with other service providers. As a part of this task, the Weston & Sampson team will develop up to two schematic design options for each park or potential park area. The schematic design plans will include potential layouts of recreational areas, buildings, facilities, parking areas, walking/bicycling/motor vehicle circulation routes, landscaping, and other high priority needs drawn from the public and stakeholder meetings.

Within this task, recommendations will be prioritized, including the following sub-tasks:

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- A. Prioritize existing parks, trails, facilities, and natural areas for improvement by neighborhood, region, natural area, etc.
- B. Prioritize of new or expanded parks, trails, facilities, and natural areas for development by neighborhood, area, natural area, etc.
- C. Fill in neighborhood or geographical gaps

Cost Recovery and Resource Allocation – Berry Dunn is a national leader in teaching and developing innovative approaches to handling the sometimes-contentious financial issues of “how much taxpayer subsidy is enough?” or “where should resources go?”. Berry Dunn has established and improved the “Pyramid” methodology for helping agencies create an overall philosophy and approach for resource allocation, service pricing, and cost recovery evaluation.

Berry Dunn currently teaches and trains agencies and universities in the implementation and use of this straightforward, but innovative methodology and presents it at conferences as well. It is invaluable for making tough resource allocation decisions and creating pricing and cost recovery strategies. This methodology will be helpful for evaluating the financial sustainability of the park and recreation system from both operational and capital funding aspects. As part of your project, we will introduce the concepts for identification of gaps and/or areas where consensus is lacking, along with introducing a framework for decision making as the system grows.

Note: A full, detailed analysis of cost recovery, budgets, and/or pricing is not typically included in a master planning project but can be facilitated separately or concurrently for an additional fee, if desired.

Alternative Funding and Partnerships – Berry Dunn brings extensive experience in evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, and/or partnerships. Our project team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. The Berry Dunn team will conduct a potential funding exercise to review over 140 potential funding opportunities that the village might be able to consider. Note that this task does not include the procurement of alternative funding, but this can be addressed separately if desired. The following will be included in the funding analysis:

- A. Review current and recommend future funding strategies related to the staffing, operations, programming, enhancement, and maintenance of the parks and recreation system:
 - i. Levies + General fund
 - ii. Grant funding
 - iii. Fees (permits, reservations, commercial users, program fees, etc.)
- B. Benchmark Village of Ardsley Parks and Recreation finances against other comparable park agencies
- C. What strategic actions must the Village of Ardsley take in order to meet the financial needs of the Parks and Recreation system in the future as defined in this new Master Plan?

Capital Improvements – We understand that it is important to have well-designed, feasible, and justified recommendations for capital improvements. Using information gathered in the previous tasks, we will prioritize recommendations for needs and conceptual costing regarding land acquisition and the development of parks and recreation facilities for the next 10 years.

Implementation Strategies and Draft Report – After validating the findings and conducting the Visioning Strategies Development Workshop, our team will draft a justifiable and realistic plan for the future of the Department’s parks and recreation system and programs. This strategic planning approach will assist in making short-term, mid-term, and long-term management decisions regarding enhancement and expansion of parks and recreation services and amenities for the department.

ATTACHMENT 1: SCOPE OF SERVICES

The report will include formal recommendations, along with an Action and Implementation Plan, which will summarize needs assessments, inventory, level of service analysis, financial analysis, CIP, and overall outcomes and recommendations. Draft Report Presentations will be given to staff, representative stakeholders, and the public.

Our analyses and recommendations will help to provide a clear path for the department’s future direction, based on identifying outcomes-based standards and management guidelines as determined from the needs assessment and resource allocation potential. We will also evaluate and identify potential tools that the Department can use to monitor service delivery on a regular basis.

We will submit a Draft Report that includes written goals, plans, objectives, and policy statements that articulate a clear vision and model (a “roadmap”) for the department’s future for preliminary review, and all comments will be incorporated into your Final Report. Goals and objectives will address administration, programming, capital improvements, and intergovernmental relations. After the review, we will assist in guiding the Master Plan through the formal adoption process.

The document will include a summary of existing conditions, inventories, and level of service analysis, and recommendations. It will include charts, graphs, maps, and other data, as needed, to support the plan and its presentation to the appropriate audiences and will be complete with a Financial Plan and an Action Plan.

For the Draft Report, we typically provide the department with an electronic copy in a format compatible with your software and for posting on your website.

Final Report and Presentations - For the Final Product, we will provide the department with an electronic copy in a format compatible with your software and for posting on to your website. We will present this Final Report for approval at a Village Board meeting.

Deliverables: One (1) Draft and one (1) Final Master Plan. The Master Plan will include written goals, plans, objectives, and policy statements that articulate a clear vision and “road map” and model for the department’s future including:

- A summary of existing conditions, inventories, and Level of Service analysis.
- Charts, graphs, mapping, and other data as needed to support the report and its presentation to the appropriate audiences.
- An Action and Implementation Plan.
- One (1) meeting with the Village Board at the time of adoption of the Master Plan.
- One (1) meeting with other key stakeholders and adoption of the final Master Plan.

Ultimately, our analyses and recommendations will help to provide a clear path for the Ardsley’s future direction, based on identifying outcomes-based standards and management guidelines as determined from the needs assessment and resource allocation potential. We will also evaluate and identify potential tools that staff can use to monitor service delivery on a regular basis.

PROJECT BUDGET

Weston & Sampson is committed to providing maximum value on all our projects, and we are pleased to submit our proposed prices to provide professional consulting services in parks and recreation master planning and community engagement for the Village of Ardsley. We have based this pricing information on our understanding of the opportunity; direct, related experience; experience with projects of similar size and scope; the scope of services outlined in the RFP; and the information we have included in *Scope of Work*. We are amenable to discussing or refining our approach to pricing in a way that is mutually beneficial and agreeable to the Village of Ardsley.

Proposed Pricing Breakdown

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ATTACHMENT 1: SCOPE OF SERVICES

Task	Estimated Hours					Fee
	Principal-in-Charge	Project Manager	Sr. Landscape Architect/Planner	Landscape Architect/Planner 2	Designer/Planner 1	
A Kickoff Meeting + Existing Conditions Analysis	2	20	8	20		\$ 6,900.00
B Community Recreation Needs Assessment	3	16	24	30	16	\$ 11,800.00
C Public Outreach	4	30	20	32	8	\$ 12,000.00
D Draft / Final Plan	3	40	36	20	8	\$ 13,600.00
Expenses						\$ 1,500.00
Total						\$ 45,800.00

Optional Services:

- *Optional Task 3.1A – Full Statistically Valid Survey (additional \$ 14,500.00)*
- *Optional Task 3.1B – Postcard Statistically Valid Survey (additional \$ 10,500.00)*

Weston & Sampson guarantees that no additional fees will be charged to the village related to this project without first receiving written authorization from the Village of Ardsley.

ANTICIPATED STAFFING DISTRIBUTION

Completing tasks in an efficient and effective manner is critical to ensure that any project is brought to a successful conclusion. Weston & Sampson has prepared the following breakdown of hours anticipated to be assigned to each team member. This distribution will allow the project to be completed within the timeframe and budget established by the contract while maintaining the high quality of work that Weston & Sampson is known for.

RESOLUTION DECLARING SUPPORT FOR THE NEW YORK STATE CLIMATE ACTION COUNCIL SCOPING PLAN

WHEREAS, the Sixth Assessment of the International Panel on Climate Change (IPCC) finds that climate change is causing dangerous and widespread disruption in nature and affecting the lives of billions of people around the world; and

WHEREAS, the IPCC Assessment concludes that rapid, deep and sustained reductions in global greenhouse gas emissions (GHG) are necessary, including accelerated action in this critical decade, to limit global warming to within 1.5°C and 2°C in this century; and

WHEREAS, New York State recognizes the urgent need to reduce and eliminate GHG emissions in the atmosphere, passing the 2019 Climate Leadership and Community Protection Act ("Climate Act") committing the State to:

- reduce GHG emissions by 40 percent by 2030 below 1990 levels, and achieve net-zero emissions by 2050;
- meet 70 percent of electricity needs from renewable resources by 2030, and 100 percent of electricity needs from zero-emissions resources by 2040;
- ensure a just and equitable transition that leaves no one behind, and dedicate up to 40 percent of the benefits of clean energy investments to Disadvantaged Communities; and

WHEREAS, the New York State Climate Action Council has approved for public comment a Draft Scoping Plan to meet New York's climate and equity goals; and

WHEREAS, the Scoping Plan calls for shifting to energy-efficient electrification in buildings and transportation as the primary solution to replace fossil-fuel combustion in these sectors, which together account for 60 percent of the state's carbon emissions; and

WHEREAS, the Scoping Plan calls for a phase-down of emissions from fossil fuel-fired electricity generation, while ensuring support and protections for impacted workers as they transition to clean energy jobs;

Village of Ardsley Board of Trustees Meeting- June 6, 2022

WHEREAS, the 2021 Jobs Study by the Just Transition Working Group for the NYS Climate Action Council estimates that meeting New York's climate goals will result in a net gain of 189,000 jobs across the state by 2030, alone, with a ratio of jobs gained to jobs displaced of 10 to 1; and

WHEREAS, the Scoping Plan includes measures that would expand the development of renewable resources and battery storage, encourage "agrivoltaics," or the co-location of agricultural activities with solar and wind, and provide resources to communities to assist with renewable siting and land-use planning;

WHEREAS, the Scoping Plan recognizes the critical role that rural Landscapes play, both natural and working lands, in sequestering carbon emissions and enabling the state to achieve net-zero emissions, and the importance of agricultural land preservation, open space protection, support for farmers to improve soil health, and policies that expand afforestation and reforestation and incentivize and assist private landowners in implementing sustainable forest management practices;

WHEREAS, the Integration Analysis for the Scoping Plan finds that meeting emissions reduction goals of the Climate Act is technically feasible and will have the additional and significant benefit of improving public health by eliminating co-pollutants from fossil fuel combustion, resulting in an estimated \$50 to \$120 billion in health-related savings by 2050; and

WHEREAS, according to NYSERDA, over half of what New Yorkers currently spend on energy leaves New York, mostly for fossil fuels; and

WHEREAS, our communities would be better served by keeping energy spending primarily within the local economy; now, therefore be it

RESOLVED, the Village of Ardsley affirms the critical importance of meeting the emissions and equity goals of the Climate Act, which will help mitigate dangerous warming while delivering the additional benefits of improving public health, economic opportunities, agricultural land open space protection, and quality of life for the people of Westchester County; and, be it further

RESOLVED, Ardsley declares its support for prohibiting an expansion of fossil fuel infrastructure, which contradicts the goals of the Climate Act, and for transitioning to efficient electricity-based solutions for buildings and transportation; and be it further

RESOLVED, Ardsley supports a planning process for a managed transition of the utility gas system that maintains affordable, safe, and reliable utility service and protects low- and moderate-income households from an undue burden in the transition; and be it further

RESOLVED, Ardsley supports the requirement that all State agencies and authorities will prioritize reductions of GHGs and co-pollutants in Disadvantaged Communities and recognizes that actions undertaken by the State to mitigate GHG emissions should prioritize the safety and health of Disadvantaged Communities, control potential regressive impacts of future climate change mitigation and adaptation policies on these communities, and prioritize the allocation of public investments in these areas.

RESOLVED, Ardsley supports the recommendations of the Scoping Plan for advanced building codes that will improve the energy efficiency of new buildings, creating healthier living and work environments while reducing monthly energy costs; and be it further

RESOLVED, Ardsley supports the recommendations of the Scoping Plan to phase in code requirements prohibiting on-site combustion of fossil fuels in new buildings over a 2024-2027 period; and, be it further

RESOLVED, Ardsley calls on the Climate Action Council to include in the Scoping Plan the necessary policies and support to help owners of existing buildings improve energy efficiency and transition to zero-emissions equipment, ensuring cost parity with fossil systems, with incentives and financing assistance as necessary; and, be it further

RESOLVED, Ardsley supports Scoping Plan recommendations that make electric vehicles more affordable relative to gas-powered vehicles, and expand fast-charging infrastructure; and, be it further

RESOLVED, Ardsley urges the Climate Action Council to include in the Scoping Plan recommendations to expand assistance for all-electric municipal transit systems; and, be it further

Village of Ardsley Board of Trustees Meeting- June 6, 2022

RESOLVED, Ardsley further urges the New York State Department of Environmental Conservation and NYSERDA to immediately launch a sustained statewide public education and information campaign on the benefits of a clean energy economy and climate-friendly choices by consumers of heating and cooling systems, transportation, and products and appliances; and, be it further

RESOLVED, Ardsley shall forward copies of this resolution to the Commissioner of the NYS Department of Environmental Conservation, President of NYSERDA, Chair of the NYS Public Service Commission, the NYS Climate Action Council, and Members of the State Senate and Assembly representing Ardsley.

**RESOLUTION RESCHEDULING
BOARD OF TRUSTEES REGULAR MEETING FROM MONDAY
JUNE 20, 2022 TO TUESDAY JUNE 21, 2022**

RESOLVED, that the Village Board of the Village of Ardsley hereby reschedules the Board of Trustees regularly scheduled Legislative meeting from Monday, June 20, 2022 to Tuesday, June 21, 2022.

**RESOLUTION TO AWARD BIDS FOR THE
PROPOSED NEW PUBLIC WORKS FACILITY**

WHEREAS, a public notice for the proposed new Ardsley public works facility project was duly advertised in an official newspapers, on April 1, 2022, April 2, 2022, April 3, 2022 and April 4, 2022 ; and

WHEREAS, on May 5, 2022 at 11:00 a.m. at Village Hall-Court Facility, 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 twenty five (25) bids as summarized below;

Contract No. 1811-001 GENERAL CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
APS Contracting, Inc.	\$14,637,000.00
Piazza Brothers	\$15,526,000.00
UniMak, LLC	\$17,331,000.00

Contract No. 1811-002 PLUMBING CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
L.J. Coppola, Inc.	\$758,500.00
TWP Plumbing & Heating, Inc.	\$768,000.00
S&L Plumbing & Heating , Corp.	\$826,000.00
Joe Lombardo Plumbing & Heating	\$865,500.00
Southeast Mechanical Corp.	\$974,824.00
Clean Air Quality Service, Inc.	\$1,003,000.00

Contract No. 1811-003 FIRE PROTECTION CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
SRI Fire Sprinkler, LLC	\$230,000.00

Contract No. 1811-004 MECHANICAL CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
Carey & Walsh, Inc.	\$853,654.00
Sun-Dance Energy Contractors, Inc.	\$919,304.00
DJ Heating & Air Conditioning, Inc	\$928,000.00
Bertussi Contracting, Inc.	\$948,948.00
Joe Lombardo Plumbing & Heating	\$966,000.00
S&L Plumbing & Heating, Corp.	\$987,000.00
Clean Air Quality Service, Inc.	\$1,185,000.00

Contract No. 1811-005 ELECTRICAL CONSTRUCTION

BIDDER	BASE BIDS WITH ALTERNATES
RLJ Electric Corp.	\$1,359,000.00
Filingeri electrical Contracting Corp.	\$1,566,000.00
Atlantic Electric	\$1,629,000.00
Foremost Electric	\$1,688,955.00
Global Electric Contracting of Westchester	\$1,782,000.00
Lippolis Electric	\$1,805,000.00
Naber Electric Corp.	\$1,814,910.00
Solar Electric Systems	\$2,643,000.00

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 following base bids with alternates for the Village to:

- Contract No. 1811-001 for General Construction- APS Contracting, Inc. in the amount of \$14,637,000.00
- Contract No. 1811-002 for Plumbing Construction- L.J. Coppola, Inc. in the amount of \$758,500.00
- Contract No. 1811-003 for Fire Protection Systems –SRI Fire Sprinkler, LLC in the amount of \$230,000.00
- Contract No. 1811-004 for Mechanical Construction- Carey & Walsh, Inc. in the amount of \$853,654.00

- Contract No. 1811-005 for Electrical Construction-RLJ Electric Corp. in the amount of \$1,359,000.00

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a contracts and all other applicable documents with the following contractors to perform work pertaining to the new public works facility project located at 220 Heatherdell Road, Ardsley, NY subject to the review of the Village Attorney:

- APS Contracting, Inc. 155-161 Pennsylvania Ave., Paterson, NJ 07503
- L.J. Coppola, Inc. 40 Farrington Rd. Brewster, NY 10509
- SRI Fire Sprinkler, LLC. 1060 Central Ave., Albany, NY 12205
- Carey & Walsh, Inc. P.O. Box 2529, 529 N. State Rd., Briarcliff Manor, NY 10510-1511
- RLJ Electric Corp. 860 Washington St., Peekskill, NY 10566



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

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

June 2, 2022

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

**RE: Village of Ardsley
New Public Works Facility
Prime Contractors Evaluation & Recommendation
CCC Project No. 1811 C-O-001**

Dear Mr. Cerretani,

As part of our pre-construction services for the Village of Ardsley, we have conducted an evaluation of the apparent low bidders on each of the five (5) Prime Contracts for the construction of the New Public Works Facility in preparation of issuing our award recommendation to the Village Board. In performing our evaluation, we utilized the "Contractor's Qualification Statement" which was submitted by each of the Bidders as part of their Bid Documents along with evaluating their respective bonding companies.

The bids were opened on May 5, 2022. The following date on May 6, 2022 Calgi received information from the second low bidder regarding APS Contracting Inc, the apparent low bidder for the General Construction Prime Contract. After sharing this information with the Village Manager, Village Attorney and Architect it was determined that a due diligence interview/meeting with APS Contracting, Inc. was necessary. On Monday, May 16, 2022, at 10 AM, at the Village of Ardsley's Town Hall, we along with the Village's Attorney interviewed APS Contracting, Inc. A Court Stenographer was present, and this meeting was documented for the public record. During this meeting APS Contracting, Inc. was asked to address the information we had received about their company and past projects as well as discuss their bid proposal, scope of work and overall understanding of the project goals.

In conjunction with the Village Attorney, we found APS Contracting, Inc.'s responses to the claims made about their firm to be sufficient and satisfactory. Additionally, as we are the current Construction Manager for the Dobbs Ferry UFSD, Calgi has experience with APS Contracting, Inc. As of today, we have had no issues with their performance of the General Construction work in progress.

As for the Plumbing, Mechanical and Electrical Construction Prime Contracts, we along with Weston & Sampson and the Village Manager interviewed the apparent low bidders on May 19, 2022. The following day, May 20, 2022, Calgi and Weston & Sampson interviewed the apparent low bidder for the Fire Protection Systems Construction Prime Contract, The purpose of the interviews was to review their bid proposals, scope of work, overall understanding of the project goals and their Project Team.

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Celebrating Over a Century of Construction Services

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Based on our analysis of the bid results and after careful review of the contractors' qualifications, references, bonding company and interviews, our findings and recommendations are listed below, by contract. Attached for your review are the individual Company "Reference/Qualification Forms" and "Bonding Review Forms" that we utilize when reviewing Bidders.

The award recommendations are based on both the Base Bids and the Alternates. Be advised that the Alternates have been reviewed and recommended in conjunction with the project team.

CONTRACT No. 1811-001 – (GC) General Construction Prime Contract

The following are the three lowest General Construction Prime Contract bids received (see attached Bid Summary Sheets):

	1	2	3
Description	APS Contracting, Inc.	Piazza Inc.	UniMak, LLC
Base Bid	\$14,217,000.00	\$14,963,000.00	\$16,447,000.00

Three (3) proposals were received on this contract with prices ranging from a low bid of \$14,217,000 to a high bid of \$16,447,000. The two lowest bids received, based on the base bid only, were within \$746,000 or 5.25% of each other and the third bidder was \$2,230,000.00 or 15.7% above the low bidder. All bidders provided the necessary bid security and acknowledged receipt of Addendums #1 thru #3 and Bulletin #1 and incorporated that information in their bids.

The lowest bidder's bid proposal for the (GC) general construction prime contract bid included eight (8) Alternates as follows:

- a. GC - Alternate No. 1: ADD – Mezzanine:
ADD: \$510,000.00
- b. GC - Alternate No. 2: ADD – Fueling Station:
ADD \$210,000.00
- c. GC - Alternate No. 2a: ADD – Fueling Station Canopy:
ADD \$60,000.00
- d. GC - Alternate No. 3: DEDUCT – Storage Basement & Shop Extension:
DEDUCT <\$380,000.00>
- e. GC - Alternate No. 4: ADD – 5 Ton Bridge Crane:
ADD \$100,000.00
- f. GC - Alternate No. 5: ADD – Fluid Distribution System:
ADD \$120,000.00
- g. GC - Alternate No. 6: ADD – Generator:
ADD \$10,000.00
- h. GC - Alternate No. 7: ADD – Parts Storage Shelving & Workbenches):
ADD \$80,000.00

Mr. Joseph L. Cerretani
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Contract No. 1811-001 – (GC) General Construction Prime Contract (continued)

Additionally, the bid form requested a total of thirteen (13) unit prices. However, these unit prices have no effect on the status of the low bidder.

We have had prior personal experience with all three low bidders on public construction projects. Currently, we are managing the Dobbs Ferry UFSD 2019-2020 Capital Project on which APS Contracting, Inc. is the general construction prime contractor. In our review process, all of the references called with regard to APS Contracting, Inc. provided us with favorable evaluations and all would utilize their services again. Attached for your use and information are the Reference/Qualification Review Schedules for APS's current and completed projects.

With regard to bonding, APS is bonded by The Cincinnati Insurance Company which has an "A+ (Superior)" rating from A.M. Best and a XV Classification which means a worth of \$2 Billion or greater.

Based upon feedback from the various references, review of the bonding company and our interview with the low bidder on May 16, 2022, in conjunction with the project team, we recommend the following:

- **Contract No. 1811-001 for General Construction Prime Contract** be awarded to **APS Contracting, Inc.** in the base bid amount of **\$14,217,000.00, plus:**

- b. GC - Alternate No. 2: ADD – Fueling Station: ADD \$210,000.00
- f. GC - Alternate No. 5: ADD – Fluid Distribution System: ADD \$120,000.00
- g. GC - Alternate No. 6: ADD – Generator: ADD \$10,000.00
- h. GC - Alternate No. 7: ADD – Parts Storage Shelving & Workbenches: ADD \$80,000.00

for a **Total Contract Amount of \$14,637,000.00**

- Alternates No: a. GC - Alternate No. 1, c. GC – Alternate No. 2a, d. GC - Alternate No. 3 and e. GC – Alternate No. 4 should not be accepted.

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CONTRACT No. 1811-002 – (PC) Plumbing Construction Prime Contract

The following are the three lowest Plumbing Construction Prime Contract bids received (see attached Bid Summary Sheets):

Description	1	2	3
	L.J. Coppola Inc.	TWP Plumbing & Heating, Inc.	S & L Plumbing & Heating Inc.
Base Bid	\$749,000.00	\$768,000.00	\$823,000.00

Six (6) proposals were received on this contract with prices ranging from a low bid of \$749,000.00 to a high bid of \$998,000.00. The two lowest bids received, based on the base bid only, were within \$19,000.00 or 2.5% of each other and the third bidder was \$74,000.00 or 9.9% above the low bidder. All bidders provided the necessary bid security and acknowledged receipt of Addendums #1 thru #3 and Bulletin #1 and incorporated that information in their bids.

The lowest bidder's bid proposal for the (PC) plumbing construction prime contract bid included two (2) Alternates as follows:

d. PC - Alternate No. 3: DEDUCT – Storage Basement & Shop Extension:
DEDUCT ~~\$2,000.00~~

f. PC - Alternate No. 5: ADD – Fluid Distribution System:
ADD \$9,500.00

Additionally, the bid form requested a total of fourteen (14) unit prices which have no effect on the status of the low bidder.

We have had prior personal experience with all three low bidders on public construction projects. Also, in our review process, all of the references called with regard to L.J. Coppola Inc. provided us with favorable evaluations and all would utilize their services again. Attached for your use and information are the Reference/Qualification Review Schedules for L.J. Coppola's current and completed projects.

With regard to bonding, L.J. Coppola Inc. is bonded by Liberty Mutual Insurance Company which has an "A (Excellent)" rating from A.M. Best and a XV Financial Size Classification which means a worth of \$2 billion or greater.

Based upon feedback from the various references, review of the bonding company and our interview with the low bidder on May 19, 2022, in conjunction with the project team, we recommend the following:

- **Contract No. 1811-002 for (PC) Plumbing Construction Prime Contract** be awarded to **L.J. Coppola Inc.** in the base bid amount of **\$749,000.00, plus:**
 - f. PC - Alternate No. 5: ADD – Fluid Distribution System: ADD \$9,500.00
for a **Total Contract Amount of \$758,500.00**
- Alternates No: d. PC - Alternate No. 3 should not be accepted.

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CONTRACT No. 1811-003 – (FSC) Fire Protection Systems Construction Prime Contract

The following is the only Fire Protection Systems Construction Prime Contract bid received (see attached Bid Summary Sheets):

Description	1 SRI Fire Sprinkler, LLC.
Base Bid	\$230,000.00

Only one (1) proposal were received on this contract with bid of \$230,000.00. The bid received, based on the base bid only, were within \$12,640.00 or 5.5% of the project budgeted amount of \$242,640.00 for this prime contract. Bidder provided the necessary bid security and acknowledged receipt of Addendums #1 thru #3 and Bulletin #1 and incorporated that information in their bids.

The lowest bidder's bid proposal for the (FSC) fire protection systems construction prime contract bid included two (2) Alternates as follows:

a. FSC - Alternate No. 1: ADD – Mezzanine:
ADD \$38,000.00

d. FSC - Alternate No. 3: DEDUCT – Storage Basement & Shop Extension:
DEDUCT <\$14,000.00>

Additionally, the bid form requested a total of eight (8) unit prices. However, these alternates and unit prices have no effect on the status of the low bidder.

We have had prior personal experience with SRI Fire Sprinkler, LLC on public construction projects. In our review process, all of the references called with regard to SRI Fire Sprinkler, LLC provided us with favorable evaluations and all would utilize their services again. Attached for your use and information are the Reference/Qualification Review Schedules for SRI Fire Sprinkler's current and completed projects.

With regard to bonding, SRI Fire Sprinkler, LLC is bonded by Western Surety Company: South Dakota Corp. which has an "(A) Excellent" rating from A.M. Best and a XIV Financial Size Classification which means a worth of \$1.5 billion – 2 billion.

Based upon feedback from the various references, review of the bonding company and our interview with the bidder on May 20, 2022, in conjunction with the project team, we recommend the following:

- **Contract No. 1811-003 for (FSC) Fire Protection Systems Construction Prime Contract** be awarded to **SRI Fire Sprinkler, LLC** for a **Total Contract Amount of \$230,000.00.**
- Alternates No. a. FSC - Alternate No. 1 and d. FSC – Alternate No. 3 should not be accepted.

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CONTRACT No. 1811-004 – (MC) Mechanical Construction Prime Contract

The following are the three lowest Mechanical Construction Prime Contract bids received (see attached Bid Summary Sheets):

Description	1 Carey & Walsh, Inc.	2 Sun Dance Energy Contractors Inc. d/b/a Markley Mechanical	3 D.J. Heating & Air Conditioning, Inc.
Base Bid	\$853,654.00	\$919,304.00	\$928,000.00

Seven (7) proposals were received on this contract with prices ranging from a low bid of \$853,654.00 to a high bid of \$1,185,000.00. The two lowest bids received, based on the base bid only, were within \$65,650.00 or 7.7% of each other and the third bidder was \$74,346.00 or 8.7% above the low bidder. All bidders provided the necessary bid security and acknowledged receipt of Addendums #1 thru #3 and Bulletin #1 and incorporated that information in their bids.

The lowest bidder's bid proposal for the (HVAC) mechanical construction prime contract bid included two (2) Alternates as follows:

d. MC - Alternate No. 3: DEDUCT – Storage Basement & Shop Extension:
DEDUCT ~~<\$14,000.00>~~

i. MC - Alternate No. 8: DEDUCT – Building Management System (BMS):
DEDUCT No Bid

Additionally, the bid form requested a total of twenty two (22) unit prices. However, unit prices have no effect on the status of the low bidder.

Of the three low bidders, we have had prior personal experience with both Carey & Walsh, Inc. and D.J. Heating & Air Conditioning, Inc. on public construction projects, but no prior experience with Sun Dance Energy Contractors Inc. In our review process, all of the references called with regard to Carey & Walsh, Inc. provided us with favorable evaluations and all would utilize their services again. Attached for your use and information are the Reference/Qualification Review Schedules for Carey & Walsh's current and completed projects.

With regard to bonding, Carey & Walsh, Inc. is bonded by Everest Reinsurance 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.

Based upon feedback from the various references, review of the bonding company and our interview with the low bidder on May 19, 2022, in conjunction with the project team, we recommend the following:

- **Contract No. 1811-004 for (MC) Mechanical Construction Prime Contract** be awarded to **Carey & Walsh, Inc.** for a **Total Contract Amount of \$853,654.00.**
- Alternates No. d. MC - Alternate No. 3 and i. MC – Alternate No. 8 should not be accepted.

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CONTRACT No. 1811-005 – (EC) Electrical Construction Prime Contract

As the award is based on both the Base Bid and the Alternates, this effected the status of the second and third lowest bidder. The following are the new order of the three lowest Electrical Construction Prime Contract bids received (see attached Bid Summary Sheets):

Description	1	2	3
Base Bid	RLJ Electric Corp. \$1,200,000.00	Filingeri Electrical Contracting Corp. \$1,410,000.00	Atlantic Electric, Inc. \$1,460,000.00

Eight (8) proposals were received on this contract with prices ranging from a low bid of \$1,200,000.00 to a high bid of \$2,475,000.00. The two lowest bids received, based on the base bid only, were within \$210,000.00 or 17.5% of each other and the third bidder was \$260,000.00 or 21.7% above the low bidder. All bidders provided the necessary bid security and acknowledged receipt of Addendums #1 thru #3 and Bulletin #1 and incorporated that information in their bids.

The lowest bidder's bid proposal for the (EC) electrical construction prime contract bid included seven (7) Alternates as follows:

- a. EC - Alternate No. 1: ADD – Mezzanine:
ADD: \$48,000.00
- b. EC - Alternate No. 2: ADD – Fueling Station:
ADD \$18,000.00
- c. EC - Alternate No. 2a: ADD – Fueling Station Canopy:
ADD \$3,500.00
- d. EC - Alternate No. 3: DEDUCT – Storage Basement & Shop Extension:
DEDUCT <\$15,000.00>
- e. EC - Alternate No. 4: ADD – 5 Ton Bridge Crane:
ADD \$1,500.00
- g. EC - Alternate No. 6: ADD – Generator:
ADD \$141,000.00
- i. EC - Alternate No. 8: DEDUCT – Building Management System (BMS):
DEDUCT <2,500.00>

Additionally, the bid form requested a total of thirty eight (38) unit prices. However, these unit prices have no effect on the status of the low bidder.

Of the three low bidders, we have had had prior personal experience with both RLJ Electric Corp. and Atlantic Electric, Inc. on public construction projects, but no prior experience with Filingeri Electrical Contracting Corp. In our review process, all of the references called with regard to RLJ Electric Corp. provided us with favorable evaluations and would utilize their services again. Attached for your use and information are the Reference/Qualification Review Schedules for RLJ Electric's current and completed projects.

Mr. Joseph L. Cerretani
June 2, 2022
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CONTRACT No. 1811-005 – (EC) Electrical Construction Prime Contract (continued)

With regard to bonding, RLJ Electric Corp. is bonded by Great Midwest Insurance Company, which has an "A- (Excellent)" rating from A.M. Best and an IX Financial Size Classification which means a worth of \$250 Million to \$500 Million.

Based upon feedback from the various references, review of the bonding company and our interview with the low bidder on May 19, 2022, in conjunction with the project team, we recommend the following:

- **Contract No. 1811-005 for (EC) Electrical Construction Prime Contract** be awarded to **RLJ Electric Corp.** in the base bid amount of **\$1,200,000.00, plus:**

b. EC - Alternate No. 2: ADD – Fueling Station: ADD \$18,000.00

g. EC - Alternate No. 6: ADD – Generator: ADD \$141,000.00

for a **Total Contract Amount of \$1,359,000.00**

- Alternates No: a. EC - Alternate No. 1, c. EC – Alternate No. 2a, d. EC - Alternate No. 3, e. EC – Alternate No. 4 and i. EC – Alternate No. 8 should not be accepted

In conclusion, the recommended contracts for base bids and alternates total \$17,838,154.00.

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

- Post Bid Tabulation with Alternates 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 Management



David Chen
Estimator/Project Manager

cc: Daniel G. Tenney III, AIA, W&S
Dominic Calgi, CCC
Andrew Laidlaw, CCC