



## AGENDA

### Ardsey Village Board of Trustees

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**8:00 PM - Monday, November 15, 2021**

Zoom Platform

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

Join Zoom Meeting

<https://us02web.zoom.us/j/87863464325?pwd=bk42ZnV2USt0anI3TTZPMG8vZXU5UT09>

Meeting ID: 878 6346 4325

Passcode: 309695

One tap mobile

+19292056099,,87863464325# US (New York)

13126266799,,87863464325# US

+(Chicago)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 878 6346 4325

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

Page

#### **1. PLEDGE OF ALLEGIANCE**

#### **2. SPECIAL PRESENTATION**

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

#### **3. ANNOUNCEMENT OF EXIT SIGNS**

#### **4. APPROVAL OF MINUTES:**

4.a Regular Meeting Minutes November 1, 2021

#### **5. DEPARTMENT REPORTS**

##### **5.1. LEGAL**

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	<b>5.2. INTERIM VILLAGE MANAGER</b>
	5.2.a Interim Village Manager Report-November 15, 2021
14 - 18	<b>5.3. TREASURER</b>
	5.3.a November 15, 2021 Abstract Report
19 - 30	<b>5.4. BUILDING</b>
	5.4.a October 2021 Building Department Report
31 - 34	<b>5.5. FIRE</b>
	5.5.a October 2021 Fire Department Report
35 - 46	<b>5.6. POLICE</b>
	5.6.a October 2021 Police Department Report
	<b>5.7. MAYOR'S ANNOUNCEMENTS</b>
	<b>5.8. COMMITTEE &amp; BOARD REPORTS</b>
	<b>6. VISITORS</b>
	<b>7. OLD BUSINESS:</b>
	<b>8. NEW BUSINESS:</b>
47 - 54	8.a Consider a Resolution Authorizing the Interim Village Manager to Sign an Agreement with Delaware Engineering, D.P.C. for the Purposes to Map and Inspect the Village's Sewer Collection System
55 - 59	8.b Consider a Resolution to Adopt the Polices for Registration of Activities and Field Allocation
60 - 63	8.c Consider a Resolution to Schedule a Public Hearing to Discuss Amendments to Chapters 200, 173 and A210-3 of the Ardsley Village Code
	<b>9. CALL FOR EXECUTIVE SESSION</b>
	<b>10. ADJOURNMENT OF MEETING</b>

**11. ANNOUNCEMENTS**

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

**12. NEXT BOARD MEETING:**

December 6, 2021 Reorganization Meeting  
December 6, 2021 Board of Trustees Meeting



## MINUTES

### Ardsley Village Board of Trustees

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**8:00 PM - Monday, November 1, 2021**

Meeting Held Via Zoom Platform

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

Absent:

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

**PUBLIC HEARING** Public Hearing to Discuss Chapter 200-82H of the Code of the Village of Ardsley "Public Donation Bins"

Open Public Hearing at 8:00 p.m. in the matter of Chapter 200-82H of the Code of the Village of Ardsley entitled "Public Donation Bins".

Mayor Kaboolian read the Notice into the Record.

1. Close Public Hearing

**Moved by Trustee D'Emilio, Seconded by Trustee DiJusto and passed unanimously. RESOLVED**, that the public hearing in the matter of adding Chapter 200-82H of the Code of the Village of Ardsley entitled "Public Donation Bins" be closed at 8:41 p.m.

#### **2. APPROVAL OF MINUTES:**

2.1 October 18, 2021 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, October 18, 2021 as submitted.

**3. DEPARTMENT REPORTS**

**1. LEGAL**

- 1.a Village Attorney Ponzini stated there is nothing to report other than the matters that may have been submitted in memorandum form and we have had some progress on items that he has been working on with Manager and staff.

**2. INTERIM VILLAGE MANAGER**

- 2.a November 1, 2021 Interim Village Manager Report  
Interim Village Manager Charlene Indelicato read the following report:

**Election Day** Tuesday November 2, 2021 Vote!

**Veteran's Day** Thursday November 11, 2021 Village Hall is closed. Wednesday the 10th DPW will pick up paper and cardboard/ and also commingle (which is glass/plastic) usually done on Thursdays

**Bids for the Access Road** – part of the DPW project .The bid request was published today. Bids to be received by November 19, 2021 Wednesday the 10th we will be doing paper and cardboard/ and also commingle (which is glass/plastic) which is usually Thursdays

**Bids for the update of the Audio Visual Equipment in Village Hall.** Bid request will be published on November 2, 2021 returnable on December 1, 2021. Funding for this project will come out of funds provided by the agreement with Cablevision. No Village funds will be used.

**The Village has a newsletter – Ardsley Connect** – first edition sent out at 10 AM this morning. This will be a weekly event. Thanks to Charles Hessler for all his hard work.

**3. TREASURER**

- 3.a November 1, 2021 Abstract Report

Interim Village Manager, Charlene Indelicato read the Treasurer's Report for November 1, 2021:

Ms. Indelicato stated the bills for the past two weeks totaled as follows: From the General Fund: \$65,842.84 from the Capital Fund: \$713,143.28, Trust & Agency Fund: \$1,677.72 and Sewer Fund: \$17,901.15

**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: \$65,842.84 from the Capital Fund: \$713,143.28; Trust & Agency Fund: \$1,677.72 and Sewer Fund: \$17,901.15

**4. BUILDING** No Building Department Report

**5. FIRE** No Fire Department Report

**6. POLICE** No Police Department Report

**7. MAYOR'S ANNOUNCEMENTS**

7.a Mayor Kaboolian announced the following:

- Trunk or Treat was a huge success. Thanked ASVAC & Police and all who volunteered their time.
- Please Vote on Election Day, November 2, 2021
- We have launched our newsletter and thanked Charles for his hard work on the Newsletter.

**8. COMMITTEE & BOARD REPORTS**

8.a Trustee DiJusto did not have anything to report.

Trustee Weitz did not have anything to report and reminded everyone to Vote!

Trustee D'Emilio announced the following:

- 125th Anniversary merchandise is for sale. Please visit hall to purchase.
- Reminded residents to Vote!

Trustee Edelstein announced the following:

- Multicultural Committee has planned Diwali Celebration on Saturday, November 13, 2021 from 2:00 pm-5:00 pm at Pascone Park.

**4. VISITORS**

4.1 Resident Melissa Regenbogen Summit Avenue was present to bring to the Boards attention on the flooding that they are experiencing on their street. The water flows down her driveway and completely floods out her property and 41 Eastern Drive. Our Highway Foreman is seeking the necessary easements to rectify the problem. Ms.

Regenbogen feels that this is an unfair burden and at this point she would like this to be a priority at the Village level.

Mayor Kaboolian stated that she understands that this has been a problem for a very long time and will be speaking with our Village Manager, Building Inspector, Highway Foreman and Village Attorney regarding this problem and we need to determine the appropriate steps that need to be taken to fix this issue.

Gary Rappaport Victoria Road feels that the banners/flags should reflect the people who served our nation and would like to see a broad diversity. We should also be honoring our Ardsley Veterans.

Gary Rappaport also spoke regarding the Public Donation Bins. Mr. Rappaport feels that these bins have been an eye sore for many years. He would like to limit the number of bins. Can the color of the bins be regulated? Can we limit the number of bins that a charity can have?

## **5. OLD BUSINESS:**

- 5.1 Consider a Resolution Add Chapter 200-82H to the Code of the Village of Ardsley entitled "Public Donation Bins"

**Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED**, that the Village Board of the Village of Ardsley hereby adds Chapter 200-82H of the Village Code entitled "Public Donation Bins" as follows:

200-82H

Public donation bins.

(1) Legislative purpose. The use of public donation bins for the collection of donated clothing, household items, toys and other goods for the benefit of religious, governmental, scientific, literary, sporting, educational or charitable not-for-profit organizations is beneficial to the general welfare of this community, provided that such bins are placed at suitable locations, are well maintained, and are operated for the true benefit of a designated not-for-profit organization. It is the intent of this section to regulate the placement and operation of public donation bins so they serve this declared purpose.

(2) Permit required; conditions. No person shall cause or permit the erection, placement and/or maintenance of a public donation bin (PDB), on a site within the B-1 General Business District, B-2 General Business District or B-3 Shopping Center Business District where there is a permitted or special permitted public building or use, except as authorized by a permit that has been issued by the Building Inspector in accordance with the following conditions:

(a) The PDB shall be placed outside of an enclosed building located on either an approved lot within the Business Districts or, within any other zoning district, on an approved lot on which the PDB's sponsor owns or operates a principal use that complies with the chapter.

- (b) The PDB shall not be located within the front yard portion of a lot.
- (c) The PDB shall not be located anywhere on a lot on which a residential dwelling is located.
- (d) The PDB is hereby identified as an accessory use and structure subject to all setback criteria for said use and structure as provided elsewhere in this chapter of the Village Code except as otherwise set forth in this section.
- (e) The PDB shall be placed upon a solid, dust-free surface and anchored.
- (f) The PDB shall be located so as to preserve adequate sight lines, on-site parking and driveway space, pedestrian access and any other elements determined by the Building Inspector to preserve safe and adequate vehicle and pedestrian circulation on the premises.
- (g) The PDB shall be entirely enclosed except for an opening that is the minimum size necessary to allow for the deposit of donations. There shall be a door used to access the PDB which shall be locked so that the contents may not be accessed by anyone other than those responsible for the retrieval of the contents. No PDB shall be allowed that involves a one-way trap-door device.
- (h) The maximum size of a PDB shall not exceed six (6) feet wide by six (6) feet long, nor exceed six (6) feet in height.
- (i) Signs inviting donations may be placed on each of the sides of the public donation bin (PDB), provided that no such sign shall be placed on a side that faces a lot line of an abutting residential district. Each sign shall identify the PDB's sponsor and the charitable, religious, scientific, literary, sporting, educational or governmental purpose of the sponsor that will be advanced by donations to the PDB. Each sign shall also contain the current telephone number for the public to contact in the event said PDB is not being adequately maintained in the manner specified in Subsection **B(11)** below. Such authorized signs shall not exceed two feet by four feet in dimension and shall not be illuminated.
- (j) Each PDB shall also be clearly posted with a sign that specifies what types of items may and may not be deposited therein.
- (k) Every PDB shall be maintained on a regular basis to prevent overflow, the accumulation outside the PDB of discarded items, deterioration or malfunction of the PDB, or other unsightly, unsafe or unhealthy conditions. There shall be no overflow of a PDB allowed. In the event of overflow, or other problem condition cited above, the Building Inspector shall immediately notify the contact person that is designated by the PDB's sponsor to correct the problem. All such problems shall be corrected within 24 hours of a violation notification. A permit issued for a PDB shall be revoked and the PDB removed within 48 hours of notice being provided if, within 24 hours after delivery of the third violation notice, the designated contact person fails to correct the problem condition or otherwise indicates by word, action or inaction that the sponsor is no longer willing or able to maintain the PDB.
- (l) There shall be a maximum of one PDB per property.
- (3) Permit form and content. The application for the permit for a PDB shall be made in writing upon a form prescribed by the Building Inspector that shall contain information sufficient for the CEO to determine whether the proposed PDB structure and use will comply with this section and chapter, including without limitation:
  - (a) The name and contact information for the sponsor; and



(b) A description of the not-for-profit status of the sponsor and the charitable, religious, scientific, literary, sporting, educational or charitable purpose to be served by the collection of items donated to the PDB; the name and contact information of the owner of the lot where the PDB is proposed to be located; the name and contact information of the sponsor's designated contact person who is responsible for the sponsor's maintenance of the PDB; and

(c) Information on the dimension, design, signage, and location of the proposed PDB.

(4) Permit fee: A permit fee as indicated in Chapter A210 shall be paid by the applicant

(5) Permit number; dates of issuance and expiration.

(a) Permit number. Each approved application shall be given a drop-off bin permit number issued by the Building Inspector that shall be affixed to the bin as required elsewhere by this chapter.

(b) A PDB permit shall be affixed to every public donation bin device used by a permittee for the collection and storage of new or used clothing, toys or other items, and the permit shall be affixed to the bin prior to placement of the bin.

(d) The permit shall be placed on the same side of the bin as the chute used for the deposit of donated items. Upon the sale or transfer of a bin, a new permit shall be required and shall be affixed to the bin prior to placing it in service.

(e) A permit issued under this section shall be valid from the date of issuance until February 28 of the following odd-numbered year.

(6) Enforcement; penalties for offenses; injunctions.

(a) The owner, lessee, or other person or legal entity in control of the property where a public donation bin is being maintained in violation of this section and the person or entity which owns, maintains, or operates a bin in violation of this section shall be jointly and severally liable therefore.

(b) The Building Inspector is hereby authorized to issue summonses or appearance tickets, returnable to Village Court, for any violations of this section.

(c) Additionally, the Village Attorney may, in an appropriate case, institute an injunction action in the name of the Village to assure compliance with the terms of this section.

(d) Any person, owner, tenant, lessee and/or agent having a legal interest in the subject property who has upon his/her property a Personal Donation Bin without a valid permit or which is overflowing or has items located on the ground around the bin shall be in violation of this section and punishable subject to the penalties for offenses set forth in Section 200-104 of this Code.

(e) All bins which have not received a permit within six months of the passage of this section shall be removed.

§A210-3

M. Chapter 200, Zoning.

(1) Zoning Board of Appeals filing fee: \$200 per applicant.

(2) Zoning Ordinance reproduction: \$25.

(3) Zoning Map reproduction: \$5.

(4) Recreation fee for assisted, independent and/or special needs living units in the CCH District: \$600 per unit.

(5) For a permit to disturb any wetland, watercourse, waterbody, floodplain or wetland buffer area: \$250.

(6) For a permit to disturb a steep slope area: \$250.

(7) Public donation bin permit fee \$100.00

**6. NEW BUSINESS:**

6.1 Consider a Resolution Approving and Accepting the Settlement of Lock Up Ardsley- Section 6.70 Block 42 Lot 2

**Moved by Trustee D'Emilio Seconded by Trustee Edelstein and passed unanimously.**  
**WHEREAS,** Lock Up Ardsley LLC has commenced a proceeding in Supreme Court, Westchester County to challenge the assessments placed on his property for the tax years 2017, 2018 and 2019, and

**WHEREAS,** the Village of Ardsley has contested those challenges and defended its assessment roll, and

**WHEREAS,** the Town of Greenburgh has defended these claims, having assumed the assessment function of the Village of Ardsley and will settle on behalf of the Town, and

**WHEREAS,** the Ardsley School District as intervenor will approve settlement on similar terms, and

**WHEREAS,** after consultation with the Village Attorney, the Town attorney and Special Counsel for the Ardsley School District, and in light of the recommended settlement by the Town and School District, the Village of Ardsley now believes that a settlement has been achieved which represents the best interests of the Village and its residents and resolves this lawsuit without the risk and cost of further litigation,

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

Assessment years 2005 through 2011 are unchanged with a zero reduction

Assessment	Reduction	New A/V
2017 \$7,837,400	\$587,400	\$7,250,000
2018 \$11,751,600	\$3,951,600	\$7,800,000

2019 \$11,751,600 \$ 2,751,600 \$9,000,000

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

- 6.2 Consider a Resolution Declaring the Ardsley Historical Society a 501 (C) (3) Charitable Organization Incorporated Under the Laws of the State of New York as the Official Organization for the Preservation of the History of the Village

**Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED**, that the Village Board of the Village of Ardsley hereby declares the Ardsley Historical Society the official organization for the preservation of the history of the Village.

- 6.3 Consider a Resolution Declaring the Ardsley Garden Club a 501 (C) (3) Organization Incorporated Under the Laws of the State of New York the Official Organization Dedicated to the Beautification of the Village

**Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED**, that the Village Board of the Village of Ardsley hereby declares the Ardsley Garden Club the official organization dedicated to the beautification of the Village.

- 6.4 Consider a Resolution Permitting Memorial Tribute Flags

**Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. WHEREAS**, the Village of Ardsley ("Ardsley") has received a request from the Military Tribute Banner Program to place banners honoring veterans', active duty reserves and National Guards members;

**WHEREAS**, in conjunction with our American Legion, the Military Tribute Banner Program will provide the banners depicting these brave men and women;

**WHEREAS**, our Department of Public Works will hang these banners at various locations and time periods determined by the Board of Trustees;

**NOW THEREFORE BE IT RESOLVED**, that the Memorial Tribute Flags will be permitted to be hung at the dates and locations determined by the Board of Trustees.

- 6.5 Consider a Resolution to Authorize the Interim Village Manager to Sign a Statement of Work Agreement with Civic Plus for the Purposes of Developing and Hosting a Comprehensive Plan Website

**Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously.**  
**WHEREAS**, the Village is embarking on an implementation plan for the newly adopted Comprehensive Plan which will require the dissemination of information and community input; and

**WHEREAS**, it was determined that the primary hosted site for the Village of Ardsley is not the best suited to meet these needs for information dissemination and citizen engagement; and

**WHEREAS**, Civic Plus of 302 South 4th Street, Manhattan, KS 66502 submitted a proposal to complete the website design; and

**NOW THEREFORE BE IT RESOLVED**, that the Village Board of the Village of Ardsley hereby authorizes the interim Village Manager to sign an agreement with Civic Plus to web design and hosting services for a Comprehensive Plan website effective on November 1, 2021 for the agreed upon price of \$3,500;

**BE IT FURTHER RESOLVED**, that the Village of Ardsley may renew this agreement each year at a cost of \$525 per year.

**7. CALL FOR EXECUTIVE SESSION- LEGAL ADVICE**

**8. ADJOURNMENT OF MEETING**

8.1 Adjournment

**Moved by Trustee Edelstein, Seconded by Trustee DiJusto and passed unanimously.**  
**RESOLVED**, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, November 1, 2021 at 8:42 P.M. to go into Executive Session for Legal Advice.

**9. ANNOUNCEMENTS** November 2, 2021-Election Day!  
November 2, 2021-Board of Architectural Review Meeting 8:00 pm  
November 3, 2021-Senior Citizens Arts & Crafts 12:00 pm  
November 5, 2021-Middle School Hangout- Every Friday! 3:00 pm  
November 8, 2021-Planning Board Meeting 8:00 pm  
November 9, 2021-Recreation Commission Meeting 5:00 pm  
November 9, 2021-Multicultural Diversity & Inclusion Committee 7:30 pm  
November 10, 2021-Board of Trustees Worksession Meeting 7:30 pm  
November 10, 2021-Movie Matinee-Senior Citizens 12:00 pm  
November 11, 2021-Veterans Day - All Village Offices Closed

**10. NEXT BOARD MEETING:** November 15, 2021

\_\_\_\_\_  
Village Clerk, Ann Marie Rocco

\_\_\_\_\_  
Date:

# ABSTRACT FOR VILLAGE BOARD MEETING OF NOVEMBER 15, 2021

<u>GENERAL FUND</u>	<u>\$1,596,335.13</u>
<u>TRUST &amp; AGENCY FUND</u>	<u>\$2,037.00</u>
<u>CAPITAL FUND</u>	<u>\$2,015.00</u>
<u>SEWER FUND</u>	<u>\$4,075.93</u>

11/8/2021	XEROX CORPORATION	Usage for 9-20 to 10-30	<u>201.67</u>
		<b>Village Court Sub Total</b>	<b>201.67</b>
11/5/2021	ALFREDO DIVITTO	Inspections for 10-18-10-22	150.00
11/5/2021	VINCENT GIORDANO	Inspections for 10-18 to 10-22	<u>150.00</u>
		<b>Building Dept. Sub Total</b>	<b>300.00</b>
10/21/2021	CARDMEMBER SERVICE	Movies for Seniors	23.44
10/29/2021	Event DJ Team LLC	trunk n treat DJ	200.00
11/10/2021	NEW YORK POWER AUTHORITY	October Usage	437.13
11/12/2021	OPTIMUM	Usage for 11-8 to 12-7	29.95
11/3/2021	PATRICIA LACEY	trunk & treat car kits	79.96
11/10/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 10-4 to 11-03	109.92
11/5/2021	TERMINIX PROCESSING CENTER	Service for 10-21-21	63.00
11/5/2021	VERIZON	Usage for 10-4 to 11-9	<u>49.60</u>

		<b>Community Center Sub Total</b>	<b>993.00</b>
11/12/2021	CARDMEMBER SERVICE	New Keyboard	29.95
11/10/2021	NEW YORK POWER AUTHORITY	October Usage	1,991.13
11/9/2021	PARTNERS IN SAFETY INC	Tenenbaum Physical	190.00
11/9/2021	READERS HARDWARE INC	Battery and Cleaning	514.39
11/9/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 10-3 to 11-2	350.92
11/10/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 10-4 to 11-03	237.08
11/8/2021	VERIZON SELECT SERVICES INC.	Bill date 10-31-21	1.33
11/5/2021	VERIZON WIRELESS	Usage for 9-24 to 10-23	308.87
5/28/2021	VILLAGE OF ARDSLEY LOSAP	2020 LOSAP Contribution	<u>95,000.00</u>
		<b>Fire Dept. Sub Total</b>	<b>98,623.67</b>
11/9/2021	CURRY CHEVROLET	tank	67.96
11/12/2021	JAMES J HAHN ENGINEERING PC	Park Ave Ida Flooding	506.25
11/9/2021	LONG ISLAND SANITATION EQUIP.	bearing/belt band	544.17
11/3/2021	LONG ISLAND SANITATION EQUIP.	hose dual corrugation	2,816.86
11/3/2021	NATIONAL GEAR & PISTON	Def fluid	239.04
11/10/2021	NEW YORK POWER AUTHORITY	October Usage	527.60
11/9/2021	OPTIMUM	Usage for 11-8 to 12-7	196.67
11/9/2021	ORTIZ WELDING	shaft	40.00
11/9/2021	PARTS AUTHORITY	Wheel WT	41.78
11/9/2021	PARTS AUTHORITY	Wheel WT Credit	-13.90
11/9/2021	PARTS AUTHORITY	Washer Fluid	24.82
11/9/2021	PARTS AUTHORITY	Bulbs	10.60
11/9/2021	PARTS AUTHORITY	Pulley	47.55
11/9/2021	PARTS AUTHORITY	Filter	86.18
11/9/2021	PARTS AUTHORITY	Washer Fluid	87.12
11/9/2021	PARTS AUTHORITY	Male Plug	28.02
11/9/2021	PARTS AUTHORITY	PB Blast	107.56
11/3/2021	PRECAST CONCRETE SALES	Frame & Cover	289.00
11/3/2021	PRECAST CONCRETE SALES	Couplings	132.00
11/3/2021	RCA ASPHALT LLC	blacktop	249.08
11/10/2021	READERS HARDWARE INC	Plug supplies	90.74
11/10/2021	READERS HARDWARE INC	screws, shields	31.91
11/3/2021	SAW MILL STONE & MASONRY SUPPL	Mulch	651.40
11/3/2021	SAW MILL STONE & MASONRY SUPPL	Gravel	116.50

11/9/2021	SAW MILL STONE & MASONRY SUPPL	Cement	107.87
11/9/2021	SAW MILL STONE & MASONRY SUPPL	Lime	141.05
11/9/2021	SAW MILL STONE & MASONRY SUPPL	Sand	68.25
11/9/2021	SAW MILL STONE & MASONRY SUPPL	Gravel	58.25
11/10/2021	SAW MILL STONE & MASONRY SUPPL	Patio Block, Sand	242.98
11/10/2021	SAW MILL STONE & MASONRY SUPPL	Patio Block, Sand	41.41
11/9/2021	SAW MILL STONE & MASONRY SUPPL	top soil	90.00
11/9/2021	SAW MILL STONE & MASONRY SUPPL	top soil	45.00
11/10/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 10-4 to 11-03	86.89
11/3/2021	THALLE INDUSTRIES	Padding Stone Purchase	1,177.70
11/5/2021	VERIZON WIRELESS	Usage for 9-24 to 10-23	40.35
11/3/2021	WESTCHESTER TOOL RENTALS	Metal Blade	<u>20.38</u>

**Highway Dept. Sub Total 9,039.04**

5/28/2021	B THIRTEEN SIGNS & DESIGN	Lettering of new PD Tahoe	1,400.00
11/9/2021	B THIRTEEN SIGNS & DESIGN	car striping for police	1,200.00
10/29/2021	CARDMEMBER SERVICE	Batteries for gun lights	73.68
10/29/2021	CARDMEMBER SERVICE	Floor liners for 2021 Tahoe	149.51
8/12/2021	DUNCAN PARKING TECHNOLOGIES IN	Parking Meters	465.00
4/20/2021	SPECIALTY WARNING SYSTEMS	New Tahoe components	4,370.00
4/20/2021	SPECIALTY WARNING SYSTEMS	New Tahoe components	2,809.98
11/3/2021	TMDE CALIBRATION LABS INC	Radar antenna repair	177.50
11/9/2021	VERIZON	Usage for 11-2 to 12-1	66.46
11/5/2021	XEROX CORPORATION	Usage for 9-21 to 10-25	<u>183.32</u>

**Police Dept. Sub Total 10,895.45**

10/14/2021	CARDMEMBER SERVICE	SENY SW Conf registration	40.00
10/21/2021	CARDMEMBER SERVICE	Hud Riv Watershed All registration	<u>43.55</u>

**Stormwater Sub Total 83.55**

11/3/2021	THE RIVERTOWNS ENTERPRISE	PH ad for public donation bins	56.00
11/9/2021	WEST PAYMENT CENTER.	online/software subscription	267.75
11/9/2021	XEROX CORPORATION	meter/billable prints	198.30
11/5/2021	A1 COMPUTER SERVICES INC.	November IT Service	1,007.00
11/5/2021	A1 COMPUTER SERVICES INC.	November IT Service	1,362.50
11/9/2021	ACME EXTERMINATING	November Pest Service	69.66
11/2/2021	BP	Fuel Charge for 9-28 to 10-27	78.04



11/12/2021	CARDMEMBER SERVICE	Work Session Expense	95.00
11/12/2021	CARDMEMBER SERVICE	Work session	10.18
11/12/2021	CARDMEMBER SERVICE	Renewal Fee	160.00
11/12/2021	CARDMEMBER SERVICE	The Lock Up	169.00
10/21/2021	CARDMEMBER SERVICE	Recycling Bin	30.95
11/12/2021	CARDMEMBER SERVICE	Tape & Batteries	28.72
11/12/2021	CARDMEMBER SERVICE	Pens	18.70
11/12/2021	CARDMEMBER SERVICE	American & POW Flags	194.43
11/12/2021	CARDMEMBER SERVICE	E-Z Pass	100.00
11/12/2021	CARDMEMBER SERVICE	Ribbons	8.78
11/12/2021	CARDMEMBER SERVICE	Trustee Name Plate	11.28
10/6/2021	CARDMEMBER SERVICE	Nimco Red Ribbon Week Supplies	750.76
11/12/2021	CARDMEMBER SERVICE	Manager Name Plate	35.99
11/12/2021	CARDMEMBER SERVICE	Interest	20.22
11/12/2021	CARDMEMBER SERVICE	Wire Holder	161.84
11/12/2021	CARDMEMBER SERVICE	Maglite	19.00
11/12/2021	CARDMEMBER SERVICE	Otter	9.99
11/12/2021	CARDMEMBER SERVICE	Otter	9.99
11/12/2021	CARDMEMBER SERVICE	Tablecloths 125th event	15.84
11/12/2021	CARDMEMBER SERVICE	Diwali Expense	51.75
11/10/2021	CIVICPLUS INC	Professional Service Comp Plan	3,114.84
11/10/2021	CON EDISON	Usage for 9-30 to 10-31	393.33
6/14/2021	GEORGE MALONE	Direct Public Govt. Access	811.24
11/9/2021	GOVCONNECTION INC	Printer Ink Cartridge	54.97
11/12/2021	JAMES J HAHN ENGINEERING PC	Heatherdell Fence and Slope	1,356.25
11/12/2021	MURTAGH,COSSU,VENDITTI &CASTRO	Professional Services	980.00
11/10/2021	NEW YORK POWER AUTHORITY	October Usage	1,993.80
11/10/2021	NEW YORK POWER AUTHORITY	October Usage	4,071.56
11/10/2021	NEW YORK POWER AUTHORITY	October Usage	418.25
11/4/2021	NYS AND LOCAL RETIREMENT SYSTE	2022 pension contribution	443,272.00
11/4/2021	NYS AND LOCAL RETIREMENT SYSTE	Contribution stabilization	877,782.00
11/10/2021	NYS EMPLOYEES HEALTH INS	December Payment	123,134.49
11/9/2021	OPTIMUM	Usage for 11-8 to 12-7	201.44
11/9/2021	OPTIMUM	Usage 11-8 to 12-7	120.22
11/3/2021	PITNEY BOWES RESERVE ACCOUNT	Postage refill	2,000.00
7/2/2021	RINA SCHUNK	SAYF Social Media Support	200.00
11/9/2021	Robert Ponzini	November Retainer	5,979.00

11/1/2021	STECICH MURPHY & LAMMERS LLP	Service for October 2021	821.00
11/9/2021	SUEZ WATER WESTCHESTER DIST. #	Usage for 10-4 to 11-2	257.17
11/10/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 10-4 to 11-03	109.92
11/5/2021	TOWN OF GREENBURGH	Payment Acct 13709	3,619.86
11/5/2021	TOWN OF GREENBURGH	Payment Acct 13707	20.00
11/8/2021	VERIZON	Invoice dated 10-21-21	3.33
11/5/2021	VERIZON WIRELESS	Usage for 9-24 to 10-23	109.80
6/16/2021	W.B. MASON CO. INC.		344.91
6/16/2021	W.B. MASON CO. INC.		60.22
6/16/2021	W.B. MASON CO. INC.		<u>27.48</u>
		<b>Village Hall Sub Total</b>	<b>1,476,198.75</b>
		<b>General Fund Total</b>	<b>1,596,335.13</b>
11/5/2021	PLANNING & DEVELOPMENT ADVISOR	Professional Services	487.50
11/1/2021	EXPANDED SUPPLY PRODUCT INC	Catch Basin & Frame	1,520.00
11/1/2021	EXPANDED SUPPLY PRODUCT INC	Catch Basin Supplies	<u>29.50</u>
		<b>Trust &amp; Agency Fund Total</b>	<b>2,037.00</b>
11/12/2021	JAMES J HAHN ENGINEERING PC	Powder Horn Drainage Improve	562.50
11/12/2021	JAMES J HAHN ENGINEERING PC	Alexander Hamilton Drainage	1,227.50
11/12/2021	JAMES J HAHN ENGINEERING PC	Agnes Circle Drainage	<u>225.00</u>
		<b>Capital Fund Total</b>	<b>2,015.00</b>
11/3/2021	GRAINGER	new utility pump	2,775.06
11/4/2021	MINOL, INC	October Sewer Rent Invoice	<u>1,300.87</u>
		<b>Sewer Fund Total</b>	<b>4,075.93</b>

**BUILDING INSPECTOR'S REPORT**  
**For the Month and Fiscal Year To Date - October 2021**

	<u>Current Fiscal Year</u> <u>October</u>		<u>Prior Fiscal Year</u> <u>October</u>		<u>Fiscal Year to Date</u>		<u>Fiscal Year</u> <u>Budget</u>		<u>Prior Fiscal Year to Date</u>	
	#	\$ Amount	#	\$ Amount	#	\$ Amount	\$ Amount	#	\$ Amount	
BUILDING PERMITS	13	7,645.00	18	9,700.00	57	50,895.00	125,000.00	79	52,995.00	
APPLICATION FEES	20	1,375.00	16	825.00	68	4,525.00	-	82	5,100.00	
C/O'S	8	165.00	4	85.00	46	1,165.00	-	26	615.00	
PLUMBING PERMITS	9	1,008.00	10	1,240.00	55	6,862.00	13,000.00	35	4,710.00	
ELECTRICAL PERMITS	8	705.00	9	840.00	42	3,990.00	7,000.00	36	3,975.00	
TITLE SEARCH & COMPLIANCE LETTER	6	483.75	10	513.75	47	2,580.00	-	55	2,752.25	
MISC FEES	1	15.00	2	1,400.00	7	7,620.00	-	5	1,620.00	
<b>TOTALS</b>	<b>65</b>	<b>\$ 11,396.75</b>	<b>69</b>	<b>\$ 14,603.75</b>	<b>322</b>	<b>\$ 77,637.00</b>	<b>\$ 145,000.00</b>	<b>318</b>	<b>\$ 71,767.25</b>	
BUILDING INSPECTIONS PERFORMED	52		57		314			297		
ZONING INSPECTIONS PERFORMED	18		22		93			72		
FIRE INSPECTIONS PERFORMED	0		0		4			0		
VIOLATION NOTICES ISSUED	6		6		38			35		
WARNING NOTICES ISSUED	6		10		16			15		
APPEARANCE TICKETS ISSUED	0		1		0			1		

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

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



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

10/28/2021

## MONTHLY BUILDING PERMIT REPORT

From: 10/1/2021 To: 10/31/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2021-7227	10/7/2021	TANK Install one 120 gallon LP gas tank as per the approved plans	6.30-14-40	16 DELLWOOD LN	DEL PILAR, CLARISSA ANN & V	\$20.00
2021-7228	10/7/2021	ROOF/SIDING Install new roofing materials as per the approved specifications	6.50-20-17	5 REVOLUTIONARY RD	STURMER, NINA & CARL	\$125.00
2021-7229	10/7/2021	ROOF/SIDING Install a new roof as per the approved specifications	6.20-4-4	39 CONCORD RD	AZIF, EDWARD M & LINDA	\$125.00
2021-7230	10/7/2021	ROOF/SIDING Install new roofing materials as per the approved plans	6.90-88-9	15 ABINGTON RD	XU, COLLEEN	\$125.00
2021-7231	10/7/2021	GEOTHERMAL HVAC Install a Geothermal heating and cooling closed loop system includes two 6 ton pumps, ducts and electric water heater.	6.50-31-53.2	31 KING ST	WILLIAMS, RACHEL & MAX	\$1040.00
2021-7232	10/7/2021	GRADING, FILLING & SIT Sanitary sewer extension and public improvements as per the approved subdivision plan.	6.70-53-8.1	14 SHADY ROAD	55 RIDGE EQUITY LLC	\$2480.00
2021-7233	10/14/2021	ROOF/SIDING Install new roofing materials on two buildings as per the approved specifications	6.50-34-3	22 CENTER ST	SUEZ WATER WESTCHESTER	\$125.00
2021-7234	10/14/2021	ROOF/SIDING Install new roofing materials as per the approved specifications	6.60-38-21	96 HILLTOP RD	TANG, YING HING & CHENG, SH	\$125.00
2021-7235	10/14/2021	FINISHED BASEMENT Legalize the existing finished basement and full bath	6.80-77-11	6 SHADY RD	MUSUMECI, GREGORY & WAN	\$2200.00
2021-7236	10/21/2021	TANK Remove an existing 57 gallon above ground LP gas storage tank and install a new 120 gallon above ground LP gas storage tank	6.80-58-1	4 REST AVE	KOCHMAN, DAVID & ALLISON	\$20.00
2021-7237	10/28/2021	RESIDENTIAL ADDITION Legalize a previously constructed single story addition and patio	6.80-54-12	8 PARK AVE	RATTAZZI, NANCY C	\$1120.00



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10/28/2021

## MONTHLY BUILDING PERMIT REPORT

From: 10/1/2021 To: 10/31/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2021-7238	10/28/2021	SIGN Install illuminated window signs	6.50-18-17	706 SAW MILL RIVER RD	JPS NY INC	\$40.00
2021-7239	10/28/2021	DRIVEWAY/CURB CUT Widen the existing driveway as per the approved plans, this permit does not include widening the curb cut	6.20-7-9	1 CONCORD RD	BURROWES, EDWARD C & KAR	\$100.00



Village of Ardsley  
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10/28/2021

## MONTHLY BUILDING PERMIT REPORT TOTALS

From: 10/1/2021 To: 10/31/2021

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
DRIVEWAY/CURB CUT	1	\$100.00
FINISHED BASEMENT	1	\$2200.00
GEO THERMAL HVAC	1	\$1040.00
GRADING, FILLING & SITE IMPROVEMENT	1	\$2480.00
RESIDENTIAL ADDITION	1	\$1120.00
ROOF/SIDING	5	\$625.00
SIGN	1	\$40.00
TANK	2	\$40.00
<b>Total Permits:</b>	<b>13</b>	<b>\$7,645.00</b>



Village of Ardsley  
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10/28/2021

## MONTHLY PERMIT APPLICATION REPORT

From: 10/1/2021 To: 10/31/2021

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2021-114	10/1/2021	ROOF/SIDING	6.20-4-4	AZIF, EDWARD M & LINDA	39 CONCORD RD	22500.00	
2021-115	10/1/2021	ROOF/SIDING	6.90-88-9	XU, COLLEEN	15 ABINGTON RD	15000.00	
2021-116	10/1/2021	FENCE	6.20-4-66	KURIHARA, MASAKI & MIHO	3 FRANKLIN CT	8000.00	75.00
2021-117	10/1/2021	ROOF/SIDING	6.50-20-17	STURMER, NINA & CARL	5 REVOLUTIONARY RD	14000.00	
2021-118	10/1/2021	RESIDENTIAL ALTERATIO	6.70-48-3	DOERR, GREG & MARIANNE	551 ALMENA AVE	10000.00	75.00
2021-119	10/1/2021	FENCE	6.10-1-31	BROWN, MEGHAN Q & LORNE J	11 SYLVIA AVE	7500.00	75.00
2021-120	10/1/2021	TANK	6.30-14-40	DEL PILAR, CLARISSA ANN & V	16 DELLWOOD LN	786.00	75.00
2021-121	10/1/2021	RESIDENTIAL ADDITION	6.50-20-3	GALLANTE, SHEA K & JENNIFE	38 HEATHERDELL RD	20000.00	75.00
2021-122	10/7/2021	RESIDENTIAL ADDITION	6.80-54-12	RATTAZZI, NANCY C	8 PARK AVE	27148.00	150.00
2021-123	10/7/2021	RESIDENTIAL ALTERATIO	6.100-93-10	PAYSON, PAULA & WOLOSKY G	11 SWANSTON LN	5000.00	75.00
2021-124	10/8/2021	COMMERCIAL ALTERATIO	6.50-30-4	ASTORIA SAVINGS & LOAN AS	731 SAW MILL RIVER RD	175000.00	75.00
2021-125	10/13/2021	DRIVEWAY/CURB CUT	6.20-7-9	BURROWES, EDWARD C & KAR	1 CONCORD RD	4400.00	75.00
2021-126	10/13/2021	ROOF/SIDING	6.60-38-21	TANG, YING HING & CHENG, SH	96 HILLTOP RD	10000.00	
2021-127	10/13/2021	DRIVEWAY/CURB CUT	6.80-62-2	MARTIN, JEREMY M & LUCIA V	18 EASTERN DR	5000.00	75.00
2021-128	10/13/2021	ROOF/SIDING	6.50-34-3	SUEZ WATER WESTCHESTER	22 CENTER ST	17750.00	
2021-129	10/13/2021	FLOODPLAIN DEVELOPME	6.120-103-10	ELJAMAL, MUSA & ASMA	9 CROSS RD	50000.00	250.00
2021-130	10/14/2021	RESIDENTIAL ALTERATIO	6.70-48-11	FISTER, KARL & RITA	557 ALMENA AVE	48000.00	75.00
2021-131	10/21/2021	TANK	6.80-58-1	KOCHMAN, DAVID & ALLISON	4 REST AVE	145.00	75.00
2021-132	10/25/2021	RETAINING WALL	6.90-83-29	GERALDINO-PARDILLA, LAURA	40 ABINGTON AVE	22900.00	75.00
2021-133	10/25/2021	SIGN	6.50-18-19	708 YELLOW JERSEY LLC	708 SAW MILL RIVER RD	1688.00	75.00



Village of Ardsley  
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10/28/2021

**MONTHLY PERMIT APPLICATION REPORT TOTALS**

From: 10/1/2021 To: 10/31/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
COMMERCIAL ALTERATION/RENOVATION	1	\$75.00	\$175,000.00
DRIVEWAY/CURB CUT	2	\$150.00	\$9,400.00
FENCE	2	\$150.00	\$15,500.00
FLOODPLAIN DEVELOPMENT	1	\$250.00	\$50,000.00
RESIDENTIAL ADDITION	2	\$225.00	\$227,148.00
RESIDENTIAL ALTERATION/RENOVATION	3	\$225.00	\$63,000.00
RETAINING WALL	1	\$75.00	\$22,900.00
ROOF/SIDING	5	\$0.00	\$79,250.00
SIGN	1	\$75.00	\$1,688.00
TANK	2	\$150.00	\$931.00
<b>Total:</b>	<b>20</b>	<b>\$1,375.00</b>	<b>\$644,817.00</b>





Village of Ardsley  
 507 Ashford Avenue  
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10/28/2021

## CERTIFICATE REPORT

From: 10/1/2021 To: 10/31/2021

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2021-5376	10/18/2021	CL	6.80-55-3	WARREN, JUDITH & CA	19 PARK AVE	\$0.00
2021-5377	10/19/2021	CL	6.80-59-6	KILPATRICK, DONALD H	20 JUDSON AVE	\$0.00
2021-5378	10/21/2021	CO	6.20-4-67	KAPSIS, EDA & MILLS, P	38 VICTORIA RD	\$25.00
2021-5379	10/27/2021	CO	18.11A-1741-	SINANAJ ARBNESHE &	21 BRAMBLEBROOK ROAD	\$45.00
2021-5380	10/27/2021	CO	6.80-62-11	PEREIRA, FERNANDO &	13 WESTERN DR	\$50.00
2021-5381	10/27/2021	CL	6.60-39-11	SIDEN, ANDREW & ALE	6 WINDSONG RD	\$0.00
2021-5382	10/27/2021	CO	6.60-39-11	SIDEN, ANDREW & ALE	6 WINDSONG RD	\$45.00
2021-5383	10/27/2021	CL	6.60-39-11	SIDEN, ANDREW & ALE	6 WINDSONG RD	\$0.00



Village of Ardsley  
507 Ashford Avenue  
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10/28/2021

## CERTIFICATE REPORT- TOTALS

From: 10/1/2021 To: 10/31/2021

Certificate Type	Count	Fees
CL	4	\$0.00
CO	4	\$165.00
<b>Total: 8</b>		<b>\$165.00</b>



Village of Ardsley  
 507 Ashford Avenue  
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10/28/2021

## MONTHLY PLUMBING PERMIT REPORT

From: 10/1/2021 To: 10/31/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2021-1854	10/7/2021	HVAC	6.110-102-11	19 MC KINLEY PL	FRANKLIN, LAUREL & ADAM	\$50.00
P-2021-1855	10/14/2021	PLUMBING PERMIT	6.80-77-11	6 SHADY RD	MUSUMECI, GREGORY & WAN	\$170.00
P-2021-1856	10/14/2021	HVAC	6.80-76-2	44 BRAMBLE BROOK RD	DAVID, MORTON J & JOAN R	\$75.00
P-2021-1857	10/14/2021	FIRE SUPPRESSION	6.110-96-4.1	66 BRAMBLE BROOK RD	DIBLASI, CHRISTIAN & TENG-	\$78.00
P-2021-1858	10/14/2021	HVAC	6.70-53-2	81 RIDGE RD	FEDERMAN, MICHAEL & AND	\$75.00
P-2021-1859	10/21/2021	PLUMBING PERMIT	6.50-29-11	34 CAPTAIN HONEYWELLS RD	BOHN TRUST, NANCY	\$75.00
P-2021-1860	10/21/2021	PLUMBING PERMIT	6.50-18-19	708 SAW MILL RIVER RD	708 YELLOW JERSEY LLC	\$225.00
P-2021-1861	10/28/2021	PLUMBING PERMIT	6.80-55-16	11 FAIRMONT AVE	PAREKH, SUJAY & MEHTA, HE	\$185.00
P-2021-1862	10/28/2021	GAS	6.30-12-9	8 OAK HILL RD	PARK, RICHARD S	\$75.00



Village of Ardsley  
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10/28/2021

## MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 10/1/2021 To: 10/31/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
FIRE SUPPRESSION	1	\$78.00
GAS	1	\$75.00
HVAC	3	\$200.00
PLUMBING PERMIT	4	\$655.00
<b>Total Permits:</b>	<b>9</b>	<b>\$1008.00</b>



Village of Ardsley  
 507 Ashford Avenue  
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10/28/2021

## MONTHLY ELECTRICAL PERMIT REPORT

From: 10/1/2021 To: 10/31/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2021-1535	10/7/2021	ELECTRICAL PERMIT	6.50-31-53.2	31 KING ST	\$75.00
E-2021-1536	10/7/2021	ELECTRICAL PERMIT	6.50-18-19	708 SAW MILL RIVER RD	\$75.00
E-2021-1537	10/7/2021	ELECTRICAL PERMIT	6.70-48-9	561 ALMENA AVE	\$105.00
E-2021-1538	10/14/2021	ELECTRICAL PERMIT	6.80-67-15	21 BRAMBLE BROOK RD	\$75.00
E-2021-1539	10/14/2021	ELECTRICAL PERMIT	6.80-77-11	6 SHADY RD	\$150.00
E-2021-1540	10/14/2021	ELECTRICAL PERMIT	6.20-4-13	21 CONCORD RD	\$75.00
E-2021-1541	10/21/2021	ELECTRICAL PERMIT	6.80-76-2	44 BRAMBLE BROOK RD	\$75.00
E-2021-1542	10/27/2021	ELECTRICAL PERMIT	6.60-38-60	1.5 AGNES CIR	\$75.00



Village of Ardsley  
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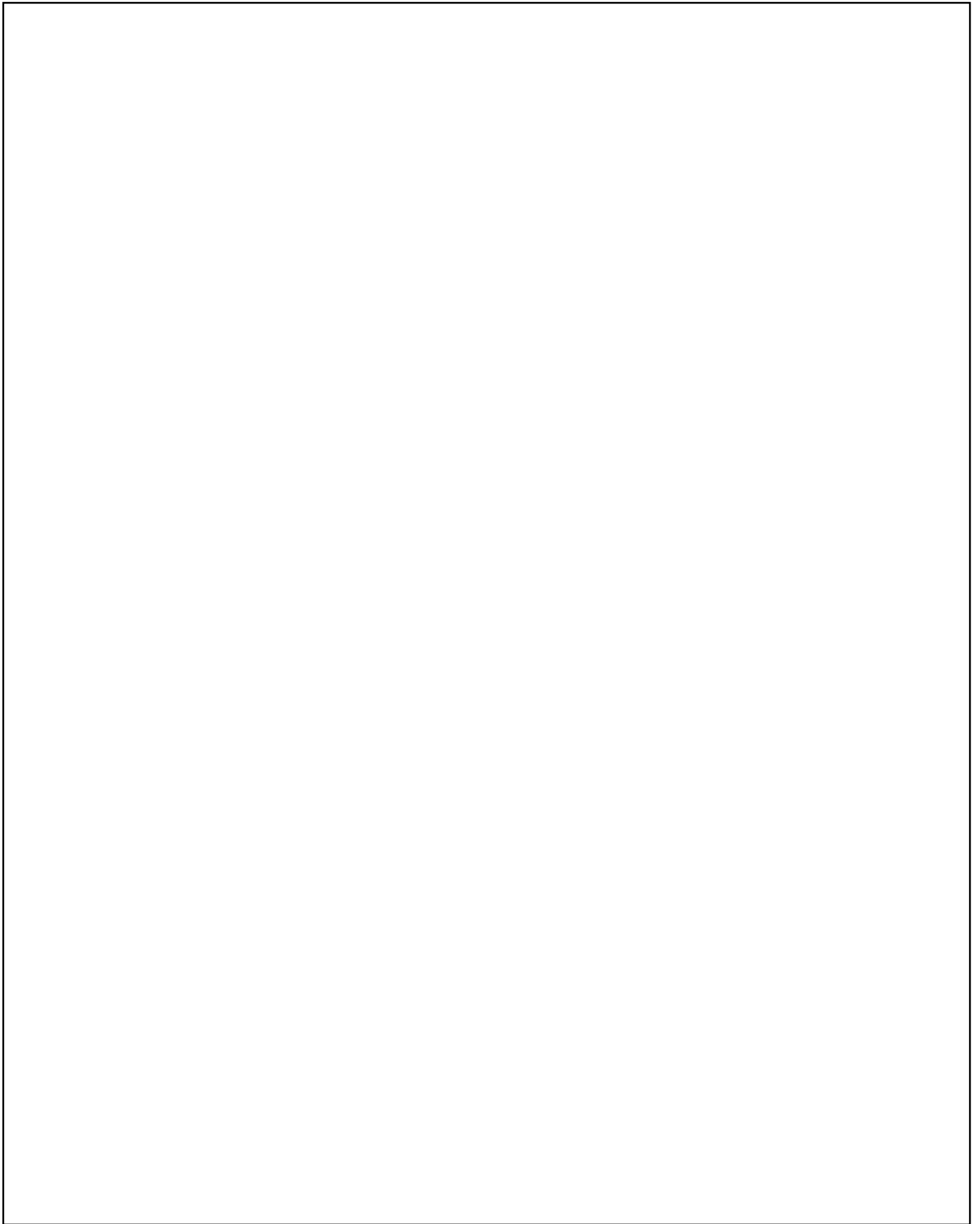
10/28/2021

## MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 10/1/2021 To: 10/31/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
ELECTRICAL PERMIT	8	\$705.00
<b>Total Permits:</b>	<b>8</b>	<b>\$705.00</b>







## **TRAINING OFFICERS REPORT- OCTOBER 2021**

### **October 7<sup>th</sup>**

Ladder Ops/Fire Prevention Prep

**Training Hrs. 27.50, 11 Member's Present**

### **October 14<sup>th</sup>**

Rescue Struts/Airbag Training

**Training Hrs. 28.00, 14 Member's Present**

### **October 21<sup>st</sup> – Monthly Drill**

Extrication

**Training Hrs. 51.00, 17 Member's Present**

### **October 28<sup>th</sup>**

Meter Calibration/Tool Maintenance

**Training Hrs. 27.50, 11 Member's Present**

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

**Firefighter I – 82.00 Hrs.**

**Fire Officer 1- 48.00 Hrs.**

**ICS 300 – 27.00 Hrs.**

**Training Hrs. 000.00, 00 Member's Present**

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

**Training: 134.00 Hours**

**Inspection: 00.00 Hours**

**Maintenance: 00.0 Hours**

**New York State: 157.00 Hours**

**Online Training McNeil & Company E-Learning: 0.0 Hours**

**Total: 291.00 Hours**

Joan Podolski  
2nd Assistant Chief

# ARDSLEY FIRE DEPARTMENT

505 Ashford Avenue  
Ardsley, New York 10502

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



Office of the Fire Chief  
Division of Fire Prevention



**POLICE DEPARTMENT**

**VILLAGE OF ARDSLEY**

*INCORPORATED 1896*



**Anthony D. Piccolino**

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

*Municipal Building  
507 Ashford Ave  
Ardsley NY 10502*

*WESTCHESTER COUNTY*

**Monthly Report October – 2021**

Property lost or stolen - \$	0
Property Recovered---- \$	0
Court fines and fees --- \$	54,210.00
Alarm fines and fees--- \$	0
Meter collection----- \$	1926.20

Traffic Accidents-----	9
Arrests-----	1
Calls for service-----	243
Investigations-----	3
Impounded vehicles-----	1

UTT summonses issued----	4
Parking summonses issued-	3
Appearance tickets issued—	1
Total summonses issued-----	8

**For monthly statistics, please see attached**

Respectfully submitted,

Anthony D. Piccolino  
Chief of police



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

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

INCORPORATED 1896



MUNICIPAL BUILDING  
507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

WESTCHESTER COUNTY

**OCTOBER EVENTS 2021**

**Training**

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

**COMMUNITY POLICING**

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

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

We participated in the Trunk or Treat event

Assisted and participated with the Halloween parade at Concord Road Elementary School

Halloween movie in Park at Pascone Park

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

Assisted at Concord Road Elementary School and High school Lock down Drill

Officers attended and assisted with Friday night football game event

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

Training 8 hours at Westchester Police Academy

Participated in Ardsley's 125th event

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

Attended Westchester County Youth Officers meeting

Attended Westchester County Detectives meeting

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

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

## **Community information**

### **Police reform update**

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

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

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

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

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

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

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

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

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

### **Domestic violence high-risk training program.**

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

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

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

## Coyote Conflicts



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

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

### Coyote Encounters

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

**How to handle coyote encounters:**

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

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



**NEVER** feed coyotes. When coyotes associate people with food, it's bad for people and bad for coyotes.

## **Make your Yard Less Hospitable**

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

### **To reduce risks:**

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

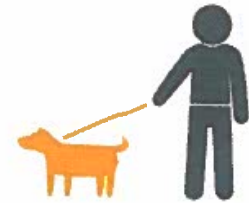
## **Protect your Pets**

### **Take action:**

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

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

## Dogs



Do not leave pets  
outside, unsupervised.  
Walk dogs on a leash.

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

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

## Cats

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



## Livestock Risk



Secure livestock in predator-resistant pens, especially at night.

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

### Coyote Incident Standard Operating Procedures (SOP)

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

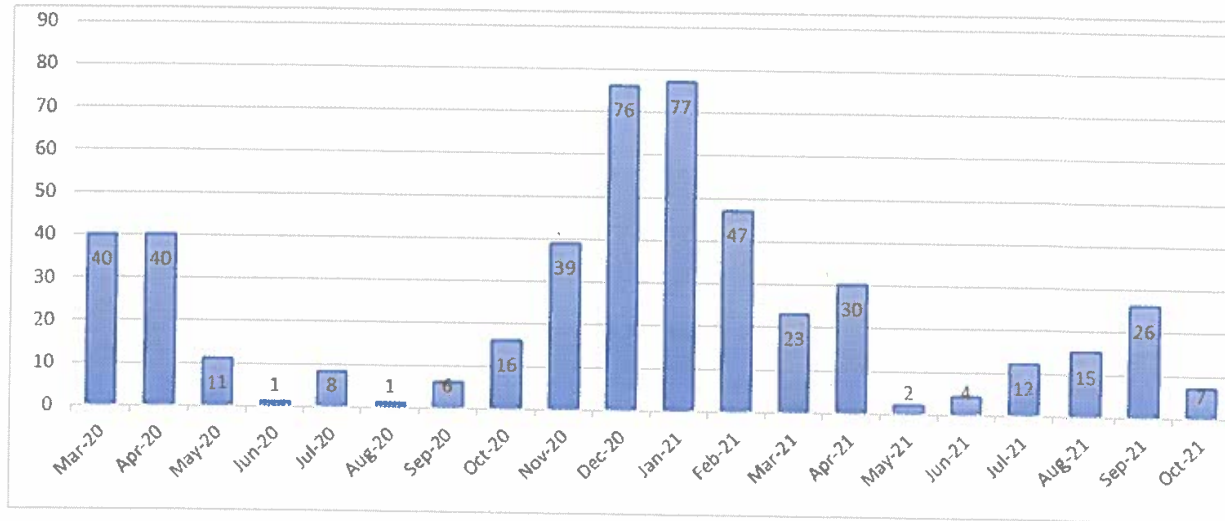
View the [New York State Coyote Incident Standard Operating Procedures \(Revised 2018\)](#) (PDF).

### Contacts

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

## Coronavirus 2019

### Ardley Village Covid-19 cases



### **. 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.

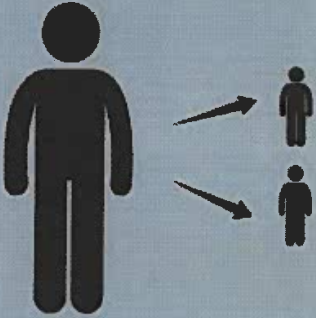
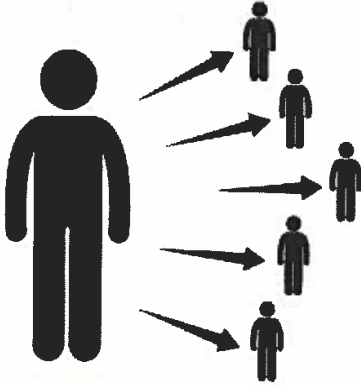
Second, new data began to emerge that the Delta variant was more infectious and was leading to increased transmissibility when compared with other variants, even in some vaccinated individuals. This includes recently published data from CDC and our public health partners, unpublished surveillance data 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 spreads more easily than previous variants—it may cause more than 2x as many infections**

ORIGINAL COVID-19 STRAIN	DELTA VARIANT
	

Vaccines protect you from hospitalization, severe infections, and death

 [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

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

Scotland, patients infected with the Delta variant were more likely to be hospitalized than patients infected with Alpha or the original virus that causes COVID-19. Even so, the vast majority of hospitalization and death caused by COVID-19 are in unvaccinated people.

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

## Vaccines

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

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

emerging. CDC recommends that everyone aged 12 years and older get vaccinated as soon as possible.

## Masks

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

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

**RESOLUTION TO AUTHORIZE THE INTERIM VILLAGE MANAGER  
TO SIGN AN AGREEMENT WITH DELAWARE ENGINEERING,  
D.P.C. FOR THE PURPOSES TO MAP AND INSPECT THE  
VILLAGE'S SEWER COLLECTION SYSTEM**

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

**PROFESSIONAL SERVICES AGREEMENT**

**Engineering Evaluation and Recommendations**  
**Sanitary Sewer System**

This Agreement is by and between

**Village of Ardsley (“CLIENT”)**  
**507 Ashford Avenue**  
**Ardsley, NY 10502**

and,

**Delaware Engineering, D.P.C. (“ENGINEER”)**  
**28 Madison Avenue Extension**  
**Albany, New York 12203**

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Mary Beth Bianconi

Title: \_\_\_\_\_

Title: Partner

Date: \_\_\_\_\_

Date: November 10, 2021



**PART I  
ENGINEER'S RESPONSIBILITIES**

The CLIENT, Village of Ardsley, owns and maintains the sewer collection system in the Village, which is entirely a gravity system consisting of approximately 130,000 linear feet of gravity sewer pipes ranging in sizes from 8 to 15 inch in diameter. The Village sewer service area is split between two Westchester County Sewer Districts, namely the Saw Mill and Bronx Valley districts. As a result, sewage collected in the Village is discharged the Westchester County Sewer Truck Sewer serving the district in which it is collected. As part of a County Sewer District, property owners in the Village are assessed sewer charges as a real property tax that funds the County's cost to convey and treat the sewage.

Any sewer issues that occur in the Village, such as backups, overflows, or repairs are the responsibility of the Village. Until recently, the Village did not have a dedicated source of revenue to fund the costs of operations and maintenance of the Village sewer collection system. In mid-2020, the Village Board of Trustees adopted a resolution amending Chapter 165 of the Village Code establishing a program to more equitably distribute the costs of maintaining and operating the Village's sewer system.

Most of the clay-pipe sewer collection system in the Village was installed prior to 1960 and approximately 40% of the system was lined between 1990 and 2000 which was over 20 years ago. There are no obvious signs of trouble (e.g. overflowing manholes, frequent localized sewer backups, etc.); however, the Village does experience issues with grease from restaurants that have under sink grease traps and tree root intrusion.

The Village's sewer collection system is a consecutive system from a regulatory standpoint, meaning it is a Publicly Owned Sanitary Sewer (POSS). As such, the regulations of 6 NYCRR Part 750-1.22 and 750-2.10 as well as applicable County and federal regulations apply. Westchester County has a number of SPDES permits that govern collection, treatment and discharge of treated water into the environment. The County also has a sewer use law that requires proper operation of the collection system, including the Village's collection system.

If the Village's collection system had an overflow where sewage was discharged to the environment, both the County (through the sewer use law) and the DEC (through the Clean Water Act (CWA) and various state laws) would pursue the Village. The County would issue a Notice of Violation (NOV) under the County's sewer use law and require rectification of the situation. The DEC would also issue an NOV and likely an Order on Consent requiring compliance with the CWA and state laws. In addition, there could be third party lawsuits from property owners and environmental groups. Moreover, proper maintenance of the Village sanitary sewer system will reduce the impacts of this subsurface utility on road and sidewalk surfaces as well as in green spaces traversed by the collection system.

Closely related to sanitary sewers are storm sewers that are intended to convey stormwater away from roads, sidewalks, parking lots and structures. It is not uncommon that densely developed communities established many years ago do not have modern or robust stormwater conveyance infrastructure. The status of storm sewers and other drainage features in a community can be directly related to sanitary sewers in that where there is an absence of storm sewers, it is possible that sump pumps, floor drains and roof leaders may be connected to the sanitary sewer system. The introduction of stormwater into sanitary sewers increases maintenance and costs for conveyance and treatment of wastewater, having a negative impact on Village tax payers. The Village is a Municipal Separate Storm Sewer System (MS4) regulated by the NYSDEC with respect to stormwater collection and discharge.

While the Village collection system has not experienced any obvious overflows of sanitary sewage into the environment, the Village's action in creating the Sewer Rent Program to apportion and assess the costs for local improvements to the sanitary sewer including engineering and construction is a proactive approach to ensuring such situations do not occur.

To support the Village's desire to proactively maintain the village sanitary sewer system, Delaware Engineering (ENGINEER) proposes to oversee the mapping and evaluation (cleaning and televised inspection) of the sanitary sewer system. The results of this effort will be the development of recommendations that can guide the future development of engineering plans and bid documents, for the construction for the maintenance improvements.

#### Scope of Services - Sanitary Sewer Mapping, Evaluation and Recommendations:

The purpose of the sewer system evaluation is to characterize the system, identify potential deficiencies and provide a prioritized list of recommended capital improvements. Through mapping and evaluating the system, the Village will have a working document that can be used to determine the best course of action over the next several years to address sewer replacements and repairs.

1. The first step in the evaluation is to gather and organize information concerning the sanitary sewer system so that the Village will have a system-wide map and inventory documenting the conditions of manholes and sewer mains. The necessary information will be gathered by ENGINEER from a number of sources including but not limited to:
  - Original design drawings
  - Filed maps
  - Past video inspection of the collection system
  - Past engineering studies performed
  - Field inspection of the collection system and man holes

2. It is understood that the documents utilized by the Village to map the sewer system are not entirely reliable and not illustrative of the sewer system in a comprehensive manner. As such, ENGINEER shall coordinate with the Village General Foreman of Public Works and conduct a field investigation to GPS locate all manholes creating an inventory including location, materials of construction, condition, inlet and outlet information including pipe materials and sizes, etc. The manhole inventory shall be used to create a map of the ~130,000 LF sanitary sewer system using GIS software, so the inventory in Excel is linked to the mapping.
3. The scope of the comprehensive sanitary sewer evaluation is envisioned to include the following specific items:
  - a. Flushing all or some portion of the collection system to remove grease build-up and debris in order to ensure that video inspection of the entire system is possible;
  - b. Video inspection of all or some portion of the collection system to evaluate conditions;
  - c. Smoke testing may be employed in specific locations if warranted;
  - d. Determining the deficiencies that need to be addressed; and
  - e. Providing prioritized recommendations and associated costs for proposed system improvements.
4. ENGINEER shall assist the Village in issuing an RFP for sewer cleaning and CCTV inspection of all or some portion of the sewer system, with limited areas of smoke testing, and shall coordinate the activities of the contractor to ensure the quality of the work.
5. ENGINEER shall review the video inspection documentation together with the manhole inventory and prepare a report documenting the findings of the evaluation. The report will include prioritized recommendations for sewer improvements including a suggested multi-year timeline and budget figures.

The scope of services and budget do not include preparing design plans for improvements or hydraulic modeling/sampling of the sewerage system; these steps are expected to be conducted in future phases of the work.

**PART II  
COMPENSATION, BILLING AND PAYMENT**

ENGINEER compensation for the Scope of Services outlined herein is proposed to allow flexibility to the Village in advancing the project.

The starting point to all work is the review of documents and creation of a manhole inventory and GIS map.

An alternative to add the identification and mapping of storm sewer catch basins and outfalls is included as a separate cost.

<b>Engineering Services – Record Review, Manhole Inspection and GIS Mapping</b>		
Task	Description	Estimated Cost
1	Record Review	\$5,000
2	Manhole Inventory and GIS Mapping ~130,000 LF	\$26,000
Lump Sum		\$31,000
<b>Optional Services – Storm Sewer Catch Basin and Outfall Mapping</b>		
Task	Description	Estimated Cost
1a	Record Review*	\$2,500
2a	Catch Basin/Outfall Inventory and GIS Mapping*	\$5,000
Lump Sum		\$7,500
<b>Total of All Mapping</b>		<b>\$38,500</b>

\* Economy of scale due to conducting this work with the manhole inventory and mapping

Thereafter, the Village has options regarding the quantity of sewers to be cleaned and inspected and the subject of evaluation and engineering recommendations to account for budgeting. Regardless of the length of sewer line cleaned and televised, services to secure a contractor to conduct this work are:

<b>Engineering Services – Clean/TV/Smoke Test Contractor Coordination</b>		
Task	Description	Estimated Cost
3	Coordinate RFP for Sewer Contractor – Clean/TV/Smoke Test	\$5,000
4	Oversight of Sewer Contractor - Clean/TV/Smoke Test	\$15,000
<b>Lump Sum</b>		<b>\$20,000</b>

With televised inspection and smoke test results in hand, ENGINEER shall prepare an engineering report including a summary of findings, recommendations with priorities outlined, and budget estimates for repairs and replacements of sewer lines and manholes as appropriate. The work to review the televised inspection is scaled to the linear feet of line. As a result, the cost to prepare the engineering recommendations are also scaled in the following table.

Anticipated Contractor costs to conduct cleaning, CCTV and limited smoke testing at \$4.00/LF are illustrated in the table below to provide CLIENT with budget information.

LF	Percent of System Cleaned and CCTV'd	Estimated Contractor Cost	Lump Sum Cost to Prepare Engineering Report Task 5	Cost Estimate of Contractor plus Engineering Report
130,000	100%	\$520,000	\$25,000	\$546,000
97,500	75%	\$390,000	\$22,500	\$412,500
85,800	66%	\$343,200	\$20,000	\$363,200
65,000	50%	\$260,000	\$17,500	\$277,500
42,900	33%	\$171,600	\$15,000	\$186,600
32,500	25%	\$130,000	\$12,500	\$142,500

ENGINEER shall conduct the level of services as directed by the CLIENT in writing which may be email on a task basis.

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

**3. SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

**4. DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

**7. RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

**8. CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

**9. INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**10. HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

**11. INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (1) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

**12. LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

**13. ACCESS.** CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

**14. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

**15. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**16. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**17. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

**18. DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. Any litigation arising from this Agreement shall be commenced in NYS Supreme Court, Westchester County.

**19. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

**21. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**22. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**RESOLUTION ADOPTING POLICIES FOR REGISTRATION OF  
ACTIVITIES AND FIELD ALLOCATION**

**WHEREAS**, the use of public facilities and fields have increased;

**WHEREAS**, such use is encouraged for all Ardsley residents;

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

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

Registration and Refund Policy: Draft for review only

### **Recreation Programing and Activity Registrations**

**REGISTRATION:** Registration is open to all Village of Ardsley residents and non-residents on a first-come, first-serve basis. You must register in our online recreation management system at [www.ardsleyrec.com](http://www.ardsleyrec.com). You may submit payment for registration online via credit card, check and cash. Checks must be dropped at the Thelma Zimmer-William Van Dorn Youth and Community Center at 18 Center Street, Ardsley, NY 10502. All cash payments must be dropped off at Village of Ardsley Village Hall located at 507 Ashford Avenue, Ardsley NY 10502. The Preferred method of payments are credit card and check.

**FEES:** The registration fee is listed with the program information. All checks should be made payable to the Village of Ardsley. An additional \$20 service charge will be imposed on checks that are returned for insufficient funds. We are not accepting cash payments.

Any outstanding balance must be paid either by credit card or check two business days prior to the program/activity start date or risk having the registration declined on the grounds of an untimely payment. Any declined registrations will result in the spot being opened back up to the public.

**REFUNDS:** A full refund is granted if a program is cancelled by the Recreation Department due to inclement weather. Partial-prorated refunds due to inclement weather are possible on a case by case basis at the discretion of the Recreation Supervisor. If a program is rescheduled on the Parks and Recreation or a contractor in such a way that participation is not feasible to the participant(s), a full or partial refund may be given. The Recreation Department reserves the right to cancel any program and issue the appropriate refunds due to low enrollment or whenever it is considered in the best interest of the Department. Refunds will not be issued once a program has begun. Refunds and/or account credits will be considered prior to this point at the discretion of the Recreation Supervisor.

**INSURANCE:** The Village of Ardsley maintains a standard liability policy that does not cover medical costs for anyone injured during the normal course of participation in any Recreation Department program or facility. All persons participate at their own risk. Therefore, it is highly recommended that parents and adults obtain such insurance to protect themselves or their children.



Registration and Refund Policy: Draft for review only

### Facility and Field Reservation

**Field/Facility Reservations:** Reservations are open to all Village of Ardsley residents and non-residents on a first-come, first-serve basis. To reserve field or facility space, you must do on the Ardsley's MyRec System. Click [here](#) to reserve a space.

**FEES:** Fees are charged for field and facility reservations are assigned on an hourly rate. To see a list of the fees, please click [here](#). You may submit payment for registration online via credit card, check or cash. Checks must be dropped at the Thelma Zimmer-William Van Dorn Youth and Community Center at 18 Center Street, Ardsley, NY 10502. All checks should be made payable to the Village of Ardsley. All cash payments must be dropped off at Village of Ardsley Village Hall located at 507 Ashford Avenue, Ardsley NY 10502. The Preferred method of payments are credit card and check.

An additional \$20 service charge will be imposed on checks that are returned for insufficient funds.

Reservations of the Thelma Zimmer-William Van Dorn Youth and Community Center also require payment of a refundable damage deposit in the amount of \$250. The Parks and Recreation Department serves the right to keep all or a portion of the damage deposit depending on the condition of the space following the reservation.

#### Reservation Deadline:

The deadline to submit a request for a space is a week prior to the date of the reservation. Any requests submitted less than one week prior may be denied on the grounds of an untimely submission at the discretion of the Recreation Department.

Please refer to the Priority of Facility Allocation Policy for the Village's policy on the allocation of public field and facility space.

The request to reserve the space will then go to the Recreation Department for review and approval/denial. A decision and an invoice with balances due will be sent to the requestor via email to the email address in our recreation system.

Any outstanding balance must be paid either by credit card or check two business days prior to the reservation date or risk having the reservation declined on the grounds of an untimely payment. Any declined reservations will result in the facility being opened back up for reservations.

**REFUNDS:** A full refund is granted if a field or facility is unusable due to weather. If the Parks and Recreation Department cancels pursuant to the Priority of Facility Allocation Policy, a full refund will be given. You must request facility reservation cancellation at least one week prior to the reservation date to get a full fund. Refunds and/or account credits will be considered after this point at the discretion of the Recreation Department.

Registration and Refund Policy: Draft for review only

**INSURANCE:** The Village of Ardsley maintains a standard liability policy that does not cover medical costs for anyone injured during the normal course of participation in any Recreation Department program or facility. All persons participate at their own risk. Therefore, it is highly recommended that parents and adults obtain such insurance to protect themselves or their children.

Draft Policy: For Review Only

#### Priority of Facility Allocation

The Village of Ardsley herein referred to as "The Village" reserves the right to "bump" or cancel use within 2 business days of the reservation if the field/ facility is needed for a Village (including Department of Parks and Recreation) sponsored activity/ event.

Facility/athletic field use assignments will be prioritized as follows:

1. Village sponsored activities/ events.
2. Village-recognized local athletic club.
3. Ardsley Union Free School District sponsored programs/activities.
4. Resident requests for facility reservations for hosting picnics, parties, and reunions.
5. Non-resident requests for facility reservations for hosting picnics, parties, and reunions.
6. Groups/organizations (either resident or non-resident) with Not-For-Profit Status.
7. Groups/organizations (either resident or non-resident) with For Profit status.

**RESOLUTION SCHEDULING A PUBLIC HEARING TO DISCUSS  
AMENDMENTS TO CHAPTERS 200, 173 and A210-3 OF THE  
ARDSLEY VILLAGE CODE**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, December 6, 2021 at 8:00 p.m. to discuss amendments to chapters 200, 173 and A210-3 of the Ardsley Village code as follows:

ARTICLE VII

**Curb Cuts**

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

**§ 173-43. Legislative intent.**

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

**§ 173-44. Permit; application; approval.**

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

Village of Ardsley Board of Trustees Agenda-November 15, 2021

## **§ 173-45. Requirements.**

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

## **§ 173-46. Fees.**

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

## **§ 173-47. Penalties for offenses.**

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

### §A210-3

- K. Chapter 173, Streets and Sidewalks.
  - (1) Street openings: 10% of the deposit or \$400, whichever is greater, per opening.
  - (2) Curb cuts \$10.00 per linear foot**

Village of Ardsley Board of Trustees Agenda-November 15, 2021

K.1.Chapter 184, Trailers, Storage.

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

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

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

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

#### Reserved

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

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

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

## Residential

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

200-82C Signs.

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

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

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

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

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

Village of Ardsley Board of Trustees Agenda-November 15, 2021

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

## Commercial

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

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

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