



AGENDA

Ardsey Village Board of Trustees

8:00 PM - Monday, October 18, 2021

Zoom Platform

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

The meeting is being conducted in accordance with Legislation (S.50001/A.40001). As such, the meeting will be held virtually via videoconference using the ZOOM platform, and able to be seen live on Channel 75 (Cable), or Channel 32/35 (Verizon). Members of the Village Board of Trustees and Village Officers and staff participating in the meeting will be participating remotely through videoconference. Furthermore, there will be no public participation in-person; however, all public comments will be heard via email at ardsley@ardsleyvillage.com

The following is the Zoom invitation to join remotely:

<https://us02web.zoom.us/j/82080053321?pwd=Z0t4MWNlVRISEt0YkILV2R5Q01jdz09>

Meeting ID: 820 8005 3321

Passcode: 171995

One tap mobile

+19292056099,,82080053321# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 820 8005 3321

Find your local number: <https://us02web.zoom.us/u/kcm91kZSsS>

Page

1. PLEDGE OF ALLEGIANCE

PUBLIC HEARING

To Discuss Replacing Chapter 33 of the Code of the Village of Ardsley Entitled "Residency Requirements"

2. APPROVAL OF MINUTES:

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- 2.a Regular Meeting Minutes dated October 4, 2021

3. DEPARTMENT REPORTS

3.1. LEGAL

3.2. INTERIM VILLAGE MANAGER

- 3.2.a October 18, 2021 Interim Village Manager Report

3.3. TREASURER

- 3.3.a October 18, 2021 Abstract Report

3.4. BUILDING

- 3.4.a September 2021 Building Department Report

3.5. FIRE

- 3.5.a September 2021 Fire Department Report

3.6. POLICE

- 3.6.a September 2021 Police Department Report

3.7. MAYOR'S ANNOUNCEMENTS

3.8. COMMITTEE & BOARD REPORTS

4. VISITORS

5. OLD BUSINESS:

- 5.a Consider a Resolution to Replace Chapter 33 Entitled Residency Requirements of the Ardsley Village Code

6. NEW BUSINESS:

- 6.a Consider a Resolution Authorizing The Interim Village Manager To Enter Into An Agreement With The Town Of Greenburgh Whereby The Village Will Relocate An Existing Perpetual Easement On The Village's Proposed New Driveway On Heatherdell Road In The Village Of Ardsley Which Will Continue To Provide Unlimited

12 - 16

17 - 28

29 - 33

34 - 36

37 - 38

39 - 108

- Secondary Access And Ingress By Town
 Employes, Town Contractor's And Town
 Invitees From Heatherdale Road To Town
 Park Property And By Which The Village Will
 Construct A New Roadway On Town
 Property, And Such Easement Will Also
 Provide A Temporary Construction Easement
 To The Village To Construct A Roadway
 Upon Town Property
- 109 6.b Consider a Resolution Authorizing The
 Village Board Of Trustees To Approve A
 Stipend For The Confidential Secretary To
 The Village Manager
- 110 - 114 6.c Consider a Resolution to Schedule a Public
 Hearing to Discuss Chapter 200-92H of the
 Code of the Village of Ardsley Entitled
 "Public Donation Bins"
- 115 6.d Consider a Resolution Appointing New
 Village Manager Joseph L. Cerretani
- 116 - 120 6.e Consider a Resolution Regarding
 Employment Contract with New Village
 Manager Joseph L. Cerretani
- 121 - 136 6.f Resolution Authorizing Interim Village
 Manager To Sign An Inter-Municipal
 Agreement With Westchester County –
 Positive Youth Development Program

7. CALL FOR EXECUTIVE SESSION

8. ADJOURNMENT OF MEETING

9. ANNOUNCEMENTS

- October 19, 2021 Board of Architectural Review Meeting 8:00 pm
- October 20, 2021 TPPCS Committee Meeting 7:00 pm
- October 22, 2021 Halloween Movie in the Park 6:30 pm
- October 27, 2021 Zoning Board of Appeals 8:00 pm
- October 30, 2021 3rd Annual Trunk or Treat 12:45 pm

10. NEXT BOARD MEETING:

November 1, 2021



MINUTES

Ardsey Village Board of Trustees

8:00 PM - Monday, October 4, 2021

Meeting held via Zoom Platform

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

Absent:

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

PUBLIC HEARING 8:03 p.m. Open Public Hearing to Discuss the Proposed Permit to convert the Vacant Commercial Space at 466 Ashford Avenue into a Nail Salon

Mr. Patricio Hidrovo & Maria Assupa stated that he will be opening up his business at 466 Ashford Avenue. They are looking to expand their business and give the community more options. This will also create new job opportunities.

Building Inspector Larry Tomasso explained that the conditions in the memo he submitted are straight forward.

Close Public Hearing

Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley hereby closes the public hearing on Monday, October 4, 2021 at 8:27 p.m. to consider the proposed permit at 466 Ashford Avenue. Seconded by Trustee D'Emilio and passed unanimously.

INFORMAL PRESENTATION 774 SAW MILL RIVER ROAD LLC. Proposed New Residential Building

Architect Mr. David Barbuti provided the Board with a brief presentation on the 774 Saw Mill River Rd project.

Building Inspector Larry Tomasso explained the following:

- The project does need a use variance for increasing a non conforming. The existing 3 families is a non conforming use going into a 9 family increasing the non conformity so we will need a use variance.
- There is also a 4 foot height in feet but the building a 3 story building and 2 story is permitted in that district so we will need an additional variance for that additional story.
- At this time this project is very preliminary and the applicant is here before the Board to set up an escrow account and then our Planning Consultant will review the application.
- The following resolution was passed:

1. Consider a Resolution Directing the Applicant to Deposit \$10,000 into an Escrow Account Pertaining to the New Building at 774 Saw Mill River Road

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby directs the applicant with respect to the proposed new building at 774 Saw Mill River Road to deposit \$10,000 into an escrow account which will be used to pay the Village's consultants and that amount will be replenished from time to time as required.

3. APPROVAL OF MINUTES:

- 3.1 Regular Meeting Minutes September 20, 2021

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, September 20, 2021 as submitted.

4. DEPARTMENT REPORTS

1. LEGAL

- 1.a Village Attorney Ponzini stated there is nothing to report other than those items that he submitted in memorandum form and he is continuing to work on various

matters with members of the staff and he stated that he is available for an Executive Session.

2. INTERIM VILLAGE MANAGER

- 2.a Interim Village Manager report dated October 4, 2021-Inerim Village Manager Charlene Indelicato read the following report:

COLUMBUS DAY CLOSING: All offices, including the Library, Community Center, Court, and the Department of Public Works will be closed on Monday, October 11, 2021 in observance of Columbus Day. Since there will be no garbage collection on Monday, there will be Village-wide garbage collection on Tuesday, October 12, 2021. The rest of the week will follow a normal schedule.

HEATHERDELL SIDEWALK: The work on the sidewalk has been completed we are awaiting the delivery of the fence with a promised delivery date of October15, 2021.

CURBING AND DRAINAGE: All curbs, drain pipe and catch basins have been installed. The Contractor is in the process of restoring properties which is expected to be completed by the end of the week. David DiGregorio and Doug Hahn will meet with the contractor sometime next week and do a punch list.

PAVING CONTRACT: Only a few streets left, they will be done when the drainage is complete and are now scheduled for the week of October 18th subject, of course, to the drainage completion.

DRAINAGE PROBLEM DUE TO HURRICAINA IDA: Repairs are ongoing. All work is being documented for submission to FEMA for reimbursement.

125TH CELEBRATION: October 10, 2021 save the date for food, fun and fireworks

3. TREASURER

- 3.a Abstract Report -October 4, 2021
Interim Village Manager Charlene Indelicato read the Treasurer's Report of October 4, 2021.
Interim Village Manager Indelicato stated that the bills for the past two weeks totaled as follows: From the General Fund: \$67,174.15; from the Sewer Fund: \$1,300.00; from the Trust & Agency fund: \$1,347.00 and from the Capital Fund: \$2,788.60

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: \$67,174.15 from the Trust & Agency Fund: \$1,347.00 and from the Capital Fund: \$2,788.60, Sewer Fund: \$1,300.00

4. BUILDING No Building Department Report

5. FIRE No Fire Department Report

6. POLICE No Police Department Report

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

- The paving/curb project was a huge undertaking this year and everything looks great. Big Thank You to Highway Foreman, David DiGregorio and staff for all their hard work on this project.
- 125th Anniversary Celebration will take place on Sunday, October 10th with a rain date of Monday October 11th. Thanked Trustee D'Emilio for all her hard work on organizing this celebration. Mayor thanked Confidential Secretary Charles Hessler for all his work on the celebration too.
- Friday, October 8th is the high school football game and Saturday, October 9th is girls/boys soccer games.
- Thanked the SAYF Coalition, PBA & Carvel Foundation for their financial support for the 125th Celebration.
- Thanked Robert Pellegrino & Peter Marcus for putting together the Walking Tours in Ardsley.
- We should have an update on our Police Reform recommendations on October 18th.

8. COMMITTEE & BOARD REPORTS Trustee DiJusto did not have anything to report.

Trustee Weitz did not have anything to report.

Trustee D'Emilio did not have anything to report.

Trustee Edelstein announced the following events for our Senior Citizen Program:

- Wednesday, October 6, 2021 12-1 pm Flu & Pneumonia Shots with RiteAid
- Wednesday, October 13, 2021 12-1 pm Cake and Coffee
- Wednesday, October 20, 2021 12-1 pm Movie Matinee Senior Citizen Program
- Wednesday, October 27, 2021 12-1 pm Musical Bingo Senior Citizen Program

5. VISITORS

6. OLD BUSINESS:

- 6.1 Consider a Resolution Granting Permission to Convert the Vacant Space Located at 466 Ashford Avenue into a Nail Salon

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously.
RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed change of use to convert the vacant space at 466 Ashford Avenue into a nail salon as presented by the applicant.

Any approvals should contain the following provisions:

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

7. NEW BUSINESS:

- 7.1 Consider a resolution to authorize the Interim Village Manager to execute Amendment No. 1 to the Urban County Agreement with the Westchester County Planning Department

Moved by Trustee DiJusto, Seconded by Trustee Weitz and passed unanimously.
RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to execute amendment no. 1 to the Urban County Agreement with the Westchester County Planning Department located at 148 Martine Avenue, White Plains, New York 10601 to enable the Village to participate in the 2019-2021 Community Development Block Grant Process

- 7.2 Consider a Resolution to Authorize the Village Manager to Sign an Agreement Between the Village of Ardsley and Rina Schunk-Independent Social Media/Marketing Consultant for Social Media/Marketing Services

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously.
RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an agreement with Rina Schunk to provide services for all Social Media/Marketing services to the SAYF Coalition to assist them in maintaining and updating the SAYF Coalition's website and Facebook page for the period of October 1, 2021 through September 29, 2022.

7.3 Consider a Resolution to Schedule a Public Hearing to Discuss Chapter 33 of the Code of the Village of Ardsley "Residency Requirements"

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, October 18, 2021 to discuss Chapter 33 of the Code of the Village of Ardsley entitled "Residency Requirements"

Section 1. Chapter 33 of the Code of the Village of Ardsley entitled "Residency Requirements"

Section 1: Purpose.

The Board of Trustees finds that, due to the relatively small population of the Village of Ardsley, it is not always possible to fill certain appointive offices and non-judicial positions in Village government requiring municipal, administrative or financial expertise with Village residents who are qualified to hold such positions.

Section 2. Village, State of residency.

Notwithstanding any other general or special law, no person shall be eligible to be appointed to or hold office in Ardsley Administration Department, Ardsley Police Department, Ardsley Department of Public Works, Ardsley Building Department and Ardsley Recreation Department to a position in the Village of Ardsley unless such person is a resident of the Village or a resident of the State of New York during such appointment. A person shall be eligible to be appointed to or hold the non-judicial position of Village Court Clerk, Assistant Court Clerk or Part-Time Court Attendant provided such person is a resident of Westchester County or a resident of the State of New York during such appointment.

Section 3. Numbering for Codification.

It is the intention of the Village of Ardsley and it is hereby enacted that the provision of this Local Law shall be included in the Code of the Village of Ardsley; that the sections and subsections of this Local Law may be re-numbered and re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word "Local Law" shall be changed to "Chapter", "Section" or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provision of the Code affected thereby.

Section 4. Severability.

The provision of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the

legislative intent that this Local Law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State and apply to all persons listed in Section 2 herein.

Section 6. Repealer.

This local law repeals Chapter 33 titled Officers and Employees.

8. CALL FOR EXECUTIVE SESSION

9. ADJOURNMENT OF MEETING

9.1 Adjournment

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, October 4, 2021 at 8:47 p.m.

10. ANNOUNCEMENTS

- October 5th, 2021 8:00 p.m. Board of Architectural Review
- October 7th, 2021 8:00 p.m. CEAC Task Force Meeting
- October 10th, 2021 2:00 p.m. 125th Anniversary Celebration
- October 11th, 2021 Village Offices Closed
- October 12th, 2021 5:00 p.m. Recreation Commission Meeting
- October 12th, 2021 7:30 p.m. Multicultural, Diversity & Inclusion Committee Meeting
- October 12th, 2021 8:00 p.m. Planning Board Meeting

11. NEXT BOARD WORKSESSION October 13th, 2021

12. NEXT BOARD MEETING: October 18, 2021

Village Clerk, Ann Marie Rocco

Date: _____

ABSTRACT FOR VILLAGE BOARD MEETING OF October 18th, 2021

GENERAL FUND \$255,258.83

TRUST & AGENCY FUND \$116.41

CAPITAL FUND \$462,334.59

SEWER FUND \$6,067.38

Date	Vendor Name	Description	Amount
9/28/2021	PRECISE TRANSLATIONS LLC	Professional Translation	\$170.00
10/13/2021	XEROX CORPORATION	Usage for 8-30 to 9-28	<u>\$178.01</u>
		Ardsley Court Sub Total	\$348.01
9/10/2021	CARDMEMBER SERVICE	outdoor games	\$157.43
9/10/2021	CARDMEMBER SERVICE	outdoor games	\$250.00
10/5/2021	Got to Go Portable Restrooms	Portable Restrooms for 125th	\$950.00
10/13/2021	MADABA DELI	BALLOONS FOR 125TH ANNIVERSARY	\$72.00
9/10/2021	SAM'S CLUB/SYNCHRONY BANK	SENIOR SUPPLIES	\$55.25
9/30/2021	SAM'S CLUB/SYNCHRONY BANK	senior supplies	\$17.94
10/4/2021	SAM'S CLUB/SYNCHRONY BANK	Senior BBQ Expenses	\$116.42
10/13/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 9-2 to 10-4	\$109.92
10/13/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 9-2 to 10-4	\$37.06
10/15/2021	SYNCHRONY BANK/JCP	Sam's club for seniors	\$18.67

10/12/2021	VILLAGE OF ARDSLEY T&A	refund-PBA rental of Pascone	\$150.00
10/13/2021	XEROX CORPORATION	Usage for 8-30 to 9-28	<u>\$62.50</u>
Community Center Sub Total			\$1,997.19
10/15/2021	CON EDISON	Usage for 9-8 to 10-7	\$275.68
10/13/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 9-2 to 10-4	\$464.76
10/13/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 9-2 to 10-4	\$109.92
10/7/2021	TOLLS BY MAIL PAYMENT CENTER	Bill # 17577145755	\$5.08
10/13/2021	VERIZON SELECT SERVICES INC.	Invoice Dated 9-30-21	\$1.66
10/1/2021	VERIZON WIRELESS	Usage for 8-24 to 9-23	<u>\$308.84</u>
Fire Dept. Sub Total			\$1,165.94
10/13/2021	AIRGAS	Rental of Cylinder	\$94.80
10/14/2021	ARGENTO AND SONS INC	tooth/starter cover/guard	\$415.30
10/14/2021	ARGENTO AND SONS INC	Tools, V Belt, Cable	\$472.63
10/6/2021	ARGENTO AND SONS INC	starter Elastostat	\$19.95
10/12/2021	BEN ROMEO CO INC	Toilet Paper, Towels	\$297.00
10/15/2021	CON EDISON	Usage for 9-8 to 10-7	\$4.23
10/12/2021	D.S. TOOL CO.	POW Flags	\$180.00
10/14/2021	EXPANDED SUPPLY PROD INC	chain/teeth/sprocket	\$781.25
10/6/2021	GABRIELLI TRUCK SALES LTD	switch pan	\$427.45
10/14/2021	GRAINGER	grinding wheel	\$32.72
10/4/2021	LITE CONCEPTS	300 watt LED lights	\$480.00
10/14/2021	LITE CONCEPTS	bracket	\$118.00
10/4/2021	LONG ISLAND SANITATION EQUIP.	sensor bracket	\$43.58
10/14/2021	LONG ISLAND SANITATION EQUIP.	clamps sweeper	\$84.54
10/13/2021	OPTIMUM	Usage for 10-8 to 11-7	\$196.97
10/4/2021	READERS HARDWARE INC	Asphalt	\$15.19
10/4/2021	READERS HARDWARE INC	cable	\$15.20
10/4/2021	READERS HARDWARE INC	Rope	\$52.28
10/4/2021	READERS HARDWARE INC	Screws	\$109.93
10/12/2021	READERS HARDWARE INC	Garbage Pail, Tape, GFCI	\$161.92
10/12/2021	READERS HARDWARE INC	Garbage Pail, Tape, GFCI	\$23.89
10/4/2021	SAW MILL STONE & MASONRY SUPPL	Asphalt	\$79.97
10/12/2021	SAW MILL STONE & MASONRY SUPPL	Gravel	\$116.50
10/12/2021	SAW MILL STONE & MASONRY SUPPL	Gravel	\$58.25
10/4/2021	SAW MILL STONE & MASONRY SUPPL	mulch	\$45.00

10/6/2021	SAW MILL STONE & MASONRY SUPPL	mulch	\$45.00
10/6/2021	SAW MILL STONE & MASONRY SUPPL	mulch	\$97.50
10/14/2021	SAW MILL STONE & MASONRY SUPPL	mulch/seed/hay	\$188.71
10/14/2021	SAW MILL STONE & MASONRY SUPPL	hay	\$13.95
10/12/2021	SEA BOX INC	Container Rental	\$180.00
10/13/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 9-2 to 10-4	\$100.28
10/4/2021	THALLE INDUSTRIES	Padding Stone	\$2,167.20
10/1/2021	VERIZON WIRELESS	Usage for 8-24 to 9-23	\$40.39
10/12/2021	WESTCHESTER TOOL RENTALS	Propane	\$19.38
10/12/2021	White Cap, L.P.	Delivery Tags	\$132.08
10/12/2021	White Cap, L.P.	Delivery Tags	<u>\$86.84</u>
Highway Dept. Sub Total			\$7,397.88

10/14/2021	ARDSLEY MOTORS	car 94 vehicle alignment	\$135.00
9/16/2021	CARDMEMBER SERVICE	IACP Doct subscription order	\$525.00
10/6/2021	Coban Technologies Inc.	camera antenna for new Tahoe	\$335.06
8/12/2021	DUNCAN PARKING TECHNOLOGIES IN	Parking Meters	\$465.00
10/6/2021	PUBLIC SAFETY PSYCHOLOGY	Psychological evaluations	\$650.00
10/13/2021	VERIZON	10-2 to 11-1	\$66.46
10/15/2021	Verizon	Invoice Dated 10-10-21	\$0.43
10/6/2021	XEROX CORPORATION	Usage for 8-21 to 9-21	<u>\$183.32</u>
Police Dept. Sub Total			\$2,360.27

10/12/2021	THE RIVERTOWNS ENTERPRISE	Planning Board Hearing	\$39.00
10/12/2021	WEST PAYMENT CENTER.	online software subscription	\$267.75
10/4/2021	A1 COMPUTER SERVICES INC.	October Monthly IT Service	\$1,362.50
10/14/2021	ACME EXTERMINATING	exterminator 1st floor/ants	\$195.00
10/13/2021	ACME EXTERMINATING	October Pest Service	\$69.66
10/6/2021	AMERITAS LIFE INSURANCE CORP	October Dental Insurance	\$6,167.60
10/14/2021	ARDSLEY TAXI & LIMO SERVICE LT	round trip senior citizen taxi	\$390.00
2/9/2021	BLUE DRAGON CONNECTIONS	Additional camera & door lock	\$812.00
10/13/2021	CABLEVISION LIGHTPATH INC.	Usage for 10-1 to 10-31	\$2,286.07
10/12/2021	CARDMEMBER SERVICE	DeCicco's	\$11.00
10/12/2021	CARDMEMBER SERVICE	DeCicco's	\$6.01
10/12/2021	CARDMEMBER SERVICE	Ardsley Cucina	\$117.25
10/12/2021	CARDMEMBER SERVICE	Lock up	\$181.00
10/12/2021	CARDMEMBER SERVICE	Lock up	\$127.57

10/12/2021	CARDMEMBER SERVICE	Google YouTube	\$11.99
9/28/2021	CARDMEMBER SERVICE	Office chairs	\$619.98
10/12/2021	CARDMEMBER SERVICE	EZ Pass	\$100.00
10/12/2021	CARDMEMBER SERVICE	EZ Pass	\$100.00
10/12/2021	CARDMEMBER SERVICE	EZ Pass	\$25.00
10/12/2021	CARDMEMBER SERVICE	Amazon Office Chair	\$229.99
10/12/2021	CARDMEMBER SERVICE	Interest on Credit Card	\$26.08
10/12/2021	CARDMEMBER SERVICE	Sunoco	\$71.47
10/12/2021	CARDMEMBER SERVICE	Otter 1	\$9.99
10/12/2021	CARDMEMBER SERVICE	Otter 2	\$9.99
10/12/2021	CARDMEMBER SERVICE	Ink Purchase	\$56.20
10/13/2021	CITY OF YONKERS	Usage for 7-1 to 9-30	\$2,121.34
10/15/2021	CON EDISON	Usage for 9-8 to 10-7	\$33.42
10/8/2021	CON EDISON	Usage for 9-31 to 9-30	\$345.78
10/1/2021	DANZIGER & MARKOFF LLP	GASB 75 actuarial report	\$3,675.00
10/13/2021	Edmunds GovTech	Maintenance Service	\$8,456.30
9/22/2021	Edward Romeo	Music-125th Anniv	\$1,000.00
10/8/2021	Fireworks Extravaganza	125th Fireworks	\$10,000.00
10/15/2021	Gil Paris	Entertainment for 125th Event	\$1,000.00
6/14/2021	GEORGE MALONE	Direct Public Govt. Access	\$811.24
10/5/2021	GS Bubbles LLC	Bubble Bus 125th Anniversary	\$275.00
10/8/2021	HOY PLUMBING INC.	Service 9-25, 9-27	\$1,237.50
10/8/2021	MONTE PRESS INC.	125th Anniversary Items	\$934.00
10/13/2021	MURTAGH, COSSU, VENDITTI & CASTRO	Service for August 2021	\$1,860.00
9/22/2021	NORA MAHER	Balloon Sculpting-125th Anniv.	\$200.00
10/6/2021	NYS EMPLOYEES HEALTH INS	November Insurance Premium	\$126,175.30
10/13/2021	NY Power Authority	September Usage	\$9,491.83
10/13/2021	OPTIMUM	Usage for 10-8 to 11-7	\$201.44
10/13/2021	OPTIMUM	Usage for 10-8 to 11-7	\$120.00
10/13/2021	PARKWAY PEST SERVICES	October Service	\$150.00
7/2/2021	RINA SCHUNK	SAYF Social Media Support	\$151.00
10/13/2021	STATE COMPTROLLER	Court Fees, Fins	\$25,251.00
10/6/2021	STECICH MURPHY & LAMMERS LLP	September Professional Service	\$821.00
1/6/2021	STUDENT ASSISTANCE SERVICE COR	Coalition Tech Survey Support	\$1,656.25
10/13/2021	SUEZ WATER WESTCHESTER DIST. #	Usage for 9-2 to 10-4	\$247.08
10/13/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 9-2 to 10-4	\$109.92
10/13/2021	SUEZ WATER WESTCHESTER DISTRIC	Service for 9-10 to 10-4	\$244.17

10/13/2021	VERIZON	9-14 to 924	\$3.33
10/1/2021	VERIZON WIRELESS	Usage for 8-24 to 9-23	\$106.16
6/16/2021	W.B. MASON CO. INC.		\$131.98
6/16/2021	W.B. MASON CO. INC.		\$449.51
6/16/2021	W.B. MASON CO. INC.	Chair for PD	\$392.26
10/7/2021	Westchester Municipal Official	Annual Dues	\$875.00
10/6/2021	XEROX CORPORATION	Xerox meter usage/charges	<u>\$169.63</u>
		Village Hall Sub Total	\$211,989.54
		General Fund Total	\$255,258.83
10/4/2021	SAM'S CLUB/SYNCHRONY BANK	Senior BBQ Expenses	<u>\$116.41</u>
		Trust & Agency Total	\$116.41
10/6/2021	CDW GOVERNMENT	IPad Air Wi Fi 64GB	\$2,977.50
10/6/2021	CDW GOVERNMENT	Smart Key Boards	\$178.11
10/6/2021	CDW GOVERNMENT	Covers	\$313.60
7/2/2021	CON-TECH CONSTRUCTION	Curbs 2021	\$347,119.97
7/7/2021	PALADINO CONCRETE CC	Heatherdell Sidewalk Guiderail	<u>\$111,745.41</u>
		Capital Fund Total	\$462,334.59
10/14/2021	GRAINGER	sewer fan/hose	\$536.76
10/1/2021	MINOL, INC	September Sewer Rent Bill	\$1,300.87
10/14/2021	WESTCHESTER TOOL RENTALS	excavator rental	<u>\$4,229.75</u>
		Sewer Fund Total	\$6,067.38

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

	<u>Current Fiscal Year</u> <u>September</u> #	<u>Prior Fiscal Year</u> <u>September</u> #	<u>Fiscal Year to Date</u> \$ Amount	<u>Fiscal Year</u> <u>Budget</u> \$ Amount	<u>Prior Fiscal Year to Date</u> #
BUILDING PERMITS	14	11	6,440.00	125,000.00	61
APPLICATION FEES	10	19	1,200.00	-	66
C/O'S	14	3	15.00	-	22
PLUMBING PERMITS	6	7	670.00	13,000.00	25
ELECTRICAL PERMITS	12	5	375.00	7,000.00	27
TITLE SEARCH & COMPLIANCE LETTER	12	20	905.75	-	45
MISC FEES	3	1	120.00	-	3
TOTALS	71	66	\$ 9,725.75	\$ 145,000.00	249
			\$ 66,240.25		\$ 57,163.50
BUILDING INSPECTIONS PERFORMED	52	68			240
ZONING INSPECTIONS PERFORMED	18	9			50
FIRE INSPECTIONS PERFORMED	1	0			0
VIOLATION NOTICES ISSUED	7	4			29
WARNING NOTICES ISSUED	4	2			5
APPEARANCE TICKETS ISSUED	0	0			0

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

The misc fees listed above were collected to cover 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

9/30/2021

MONTHLY BUILDING PERMIT REPORT

From: 9/1/2021 To: 9/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2021-7213	9/2/2021	FENCE Remove the existing fence and install a w fence on the rear property line.	6.90-90-6	1 ABINGTON AVE	DITMAN, SCOTT & NANCY	\$180.00
2021-7214	9/2/2021	SOLAR ELECTRIC SYSTE Install a new solarized roof system and energy storage system as per the approved plans	6.50-31-10	48 WESTERN DR	CHU, YUANMING	\$1760.00
2021-7215	9/9/2021	GEOHERMAL HVAC Install a Geothermal heating and cooling closed loop system	6.30-11-21	154 HUNTLEY DR	JOHNSON, JAMES & ARIAS, CAR	\$340.00
2021-7216	9/9/2021	FENCE Install a new temporary fence on the property to replace the existing temporary fence. NOTE: The fence is temporary and must be removed and/or re-approved by 9/8/2022	6.50-34-10	701 SAW MILL RIVER RD	HUNTER REALTY HOLDINGS L	\$300.00
2021-7217	9/9/2021	SOLAR ELECTRIC SYSTE Install a new roof mounted PV array and a Generac Power Cell battery system.	6.20-4-58	5 TAPPAN TER	VENKATADRI, RAMRAJ & NAR	\$840.00
2021-7218	9/9/2021	ROOF/SIDING Install new siding materials as per the approved specifications	6.50-29-5	48 BEACON HILL RD	GIAMPICCALO, ANNE MARIE	\$125.00
2021-7219	9/9/2021	FINISHED BASEMENT Finish the basement as per the approved plans	6.110-99-6	60 PROSPECT AVE	MONTEMAYOR ELOUSA, JUAN	\$1480.00
2021-7220	9/16/2021	COMMERCIAL ALTERAT Interior alterations to convert the vacant commercial space into an art school	6.50-18-19	708 SAW MILL RIVER RD	708 YELLOW JERSEY LLC	\$500.00
2021-7221	9/23/2021	RESIDENTIAL ALTERATI Construct a staircase from the deck to the rear yard. Install a window	6.80-55-1.3	20 FAIRMONT AVE	LANE, JOHN & TABISHA	\$120.00
2021-7222	9/23/2021	RETAINING WALL Construct a new retaining wall and regrade the rear yard as per the approved plans, includes removal of the existing wall and the installation of a fence.	6.80-63-1	10 EASTERN DR	DAL PRA, DAVID & ALICIA	\$1200.00



Village of Ardsley
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9/30/2021

MONTHLY BUILDING PERMIT REPORT

From: 9/1/2021 To: 9/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2021-7223	9/30/2021	SOLAR ELECTRIC SYSTE	6.80-67-7	34 JUDDSON AVE	GANDHI, BHARAT	\$400.00
Install a new PV array and energy storage system as per the approved plans						
2021-7224	9/30/2021	SIGN	6.50-30-4	731 SAW MILL RIVER RD	ASTORIA SAVINGS & LOAN AS	\$240.00
Install a new wall sign and freestanding sign panel. These signs replace the existing Sterling Bank signs.						
2021-7225	9/30/2021	SOLAR ELECTRIC SYSTE	6.110-96-4.1	66 BRAMBLE BROOK RD	DIBLASI, CHRISTIAN & TENG-DI	\$540.00
Install a roof mounted PV array and two energy storage systems.						
2021-7226	9/30/2021	COMMERCIAL ALTERAT	6.50-18-19	708 SAW MILL RIVER RD	708 YELLOW JERSEY LLC	\$360.00
Additional work required for the interior alterations/build-out. This work is being performed by property owner's contractor.						



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

9/30/2021

MONTHLY BUILDING PERMIT REPORT TOTALS

From: 9/1/2021 To: 9/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Permit Fees</u>
COMMERCIAL ALTERATION/RENOVATION	2	\$860.00
FENCE	2	\$480.00
FINISHED BASEMENT	1	\$1480.00
GEOTHERMAL HVAC	1	\$340.00
RESIDENTIAL ALTERATION/RENOVATION	1	\$120.00
RETAINING WALL	1	\$1200.00
ROOF/SIDING	1	\$125.00
SIGN	1	\$240.00
SOLAR ELECTRIC SYSTEM	4	\$3540.00
Total Permits:	14	\$8,385.00



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

9/30/2021

MONTHLY PERMIT APPLICATION REPORT

From: 9/1/2021 To: 9/30/2021

Application Number	Application Date	Type	Parcel ID	Owner	Legal Address	Cost of Const.	Fee
2021-103	9/7/2021	MULTIPLE DWELLINGS	6.50-18-29	774 SAWMILL RIVER ROAD LLC	774 SAW MILL RIVER RD	500000.00	75.00
2021-104	9/7/2021	COMMERCIAL ALTERATIO	6.50-18-3	DAY MOON LLC	466 ASHFORD AVE	1000.00	75.00
2021-105	9/7/2021	DECK/PORCH	6.20-5-6	DEVITO, JOSPEH P & FRAN P	31 VICTORIA RD	10000.00	75.00
2021-107	9/14/2021	RESIDENTIAL ALTERATIO	6.80-55-1.3	LANE, JOHN & TABISHA	20 FAIRMONT AVE	4000.00	75.00
2021-108	9/23/2021	COMMERCIAL ALTERATIO	6.50-18-19	708 YELLOW JERSEY LLC	708 SAW MILL RIVER RD	18000.00	75.00
2021-109	9/23/2021	GEOTHERMAL HVAC	6.50-31-53.2	WILLIAMS, RACHEL & MAX	31 KING ST	51500.00	75.00
2021-110	9/23/2021	SOLAR ELECTRIC SYSTEM	6.90-84-16	YOON, YESIE & LEE, IKJAE	21 KENSINGTON RD	17455.00	75.00
2021-111	9/23/2021	ONE FAMILY DWELLING	6.30-14-45.2	GOTTLIEB, GREG & PARKS, AN	DELLWOOD LN	500000.00	75.00
2021-112	9/23/2021	FINISHED BASEMENT	6.80-77-11	MUSUMECI, GREGORY & WAND	6 SHADY RD	55000.00	150.00
2021-113	9/23/2021	RESIDENTIAL ALTERATIO	6.90-84-3	RICHARDSON, JEFFREY A & ST	39 ABINGTON AVE	15000.00	75.00



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

9/30/2021

MONTHLY PERMIT APPLICATION REPORT TOTALS

From: 9/1/2021 To: 9/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>	<u>Cost of Const.</u>
COMMERCIAL ALTERATION/RENOVATION	2	\$150.00	\$19,000.00
DECK/PORCH	1	\$75.00	\$10,000.00
FINISHED BASEMENT	1	\$150.00	\$55,000.00
GEOTHERMAL HVAC	1	\$75.00	\$51,500.00
MULTIPLE DWELLINGS	1	\$75.00	\$500,000.00
ONE FAMILY DWELLING	1	\$75.00	\$500,000.00
RESIDENTIAL ALTERATION/RENOVATION	2	\$150.00	\$19,000.00
SOLAR ELECTRIC SYSTEM	1	\$75.00	\$17,455.00
Total:	10	\$825.00	\$1,171,955.00

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



CERTIFICATE REPORT

From: 9/1/2021 To: 9/30/2021

Certificate Number	Date	Type	Parcel ID	Owner	Legal Address	Certificate Fees
2021-5362	9/2/2021	CL	6.80-58-5	SEYBOLD, PARKER & D	7 MOUNT VIEW AVE	\$0.00
2021-5363	9/2/2021	CL	6.80-74-8	TSELNIK, IGOR & MADL	5 HIGH ST	\$0.00
2021-5364	9/2/2021	CO	6.70-47-14	SONG, SHU & WEI, JIA	29 BONAVENTURE AVE	\$45.00
2021-5365	9/2/2021	CO	6.50-29-13	FRISHMAN 2/3%, WILLIA	27 CAPTAIN HONEYWELLS RD	\$45.00
2021-5366	9/2/2021	CO	6.70-53-7	PATERSON, PAUL & DIN	4 SHADY RD	\$25.00
2021-5367	9/2/2021	CC	6.50-18-19	708 YELLOW JERSEY LL	708 SAW MILL RIVER RD	\$0.00
2021-5368	9/2/2021	CO	6.50-18-19	708 YELLOW JERSEY LL	708 SAW MILL RIVER RD	\$200.00
2021-5369	9/9/2021	CO	6.110-99-6	MONTEMAYOR ELOUSA	60 PROSPECT AVE	\$45.00
2021-5370	9/16/2021	CO	6.80-58-4	AMADO, EMILIO & GONZ	29 EASTERN DR	\$25.00
2021-5371	9/22/2021	CC	6.70-53-2	FEDERMAN, MICHAEL &	81 RIDGE RD	\$0.00
2021-5372	9/28/2021	CC	6.30-14-22	BERLOWITZ, STUART M	10 GLEN RD	\$0.00
2021-5373	9/28/2021	CL	6.30-14-22	BERLOWITZ, STUART M	10 GLEN RD	\$0.00
2021-5374	9/30/2021	CC	6.60-39-11	SIDEN, ANDREW & ALE	6 WINDSONG RD	\$0.00
2021-5375	9/30/2021	CC	6.60-39-11	SIDEN, ANDREW & ALE	6 WINDSONG RD	\$0.00



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

9/30/2021

CERTIFICATE REPORT- TOTALS

From: 9/1/2021 To: 9/30/2021

Certificate Type	Count	Fees
CC	5	\$0.00
CL	3	\$0.00
CO	6	\$385.00
Total: 14		\$385.00



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

9/30/2021

MONTHLY PLUMBING PERMIT REPORT

From: 9/1/2021 To: 9/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2021-1848	9/2/2021	HVAC	6.20-4-40	16 VICTORIA RD	MALLAPU, SHRAVAN & PERU	\$125.00
P-2021-1849	9/9/2021	PLUMBING PERMIT	6.60-39-11	6 WINDSONG RD	SIDEN, ANDREW & ALEXIS	\$200.00
P-2021-1850	9/9/2021	GAS	6.50-28-2	9 POWDER HORN RD	LAPIN, MIRIAM	\$75.00
P-2021-1851	9/16/2021	PLUMBING PERMIT	6.60-36-7	102 CRESTVIEW PL	MILLER, ANATOLY & JESAL	\$75.00
P-2021-1852	9/23/2021	PLUMBING PERMIT	6.80-55-7	9 PARK AVE	HEMERLEIN, FRANK G & KAB	\$150.00
P-2021-1853	9/30/2021	HVAC	6.90-85-24	SPRAIN RD	CHURCH OUR LADY OF PERPE	\$300.00



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

9/30/2021

MONTHLY PLUMBING PERMIT REPORT TOTALS

From: 9/1/2021 To: 9/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
GAS	1	\$75.00
HVAC	2	\$425.00
PLUMBING PERMIT	3	\$425.00
Total Permits:	6	Total Fees: \$925.00



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

9/30/2021

MONTHLY ELECTRICAL PERMIT REPORT

From: 9/1/2021 To: 9/30/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Permit Fees:
E-2021-1523	9/2/2021	ELECTRICAL PERMIT	6.50-31-10	48 WESTERN DR	\$75.00
E-2021-1524	9/2/2021	ELECTRICAL PERMIT	6.80-56-4	27 ORLANDO AVE	\$75.00
E-2021-1525	9/9/2021	ELECTRICAL PERMIT	6.20-4-58	5 TAPPAN TER	\$75.00
E-2021-1526	9/9/2021	ELECTRICAL PERMIT	6.30-11-21	154 HUNTLEY DR	\$75.00
E-2021-1527	9/16/2021	ELECTRICAL PERMIT	6.80-55-39	20 ORLANDO AVE	\$75.00
E-2021-1528	9/16/2021	ELECTRICAL PERMIT	6.80-67-1	3 HILLSIDE PL	\$75.00
E-2021-1529	9/16/2021	ELECTRICAL PERMIT	6.80-55-8	7 PARK AVE	\$75.00
E-2021-1530	9/23/2021	ELECTRICAL PERMIT	6.30-16-6	1 GLEN RD	\$75.00
E-2021-1531	9/23/2021	ELECTRICAL PERMIT	6.60-36-7	102 CRESTVIEW PL	\$75.00
E-2021-1532	9/23/2021	ELECTRICAL PERMIT	6.80-55-7	9 PARK AVE	\$75.00
E-2021-1533	9/30/2021	ELECTRICAL PERMIT	6.110-96-4.1	66 BRAMBLE BROOK RD	\$75.00
E-2021-1534	9/30/2021	ELECTRICAL PERMIT	6.80-67-7	34 JUDSON AVE	\$75.00

9/30/2021

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



MONTHLY ELECTRICAL PERMIT REPORT TOTALS

From: 9/1/2021 To: 9/30/2021

<u>Permit Type</u>	<u>Count</u>	<u>Fees</u>
ELECTRICAL PERMIT	12	\$900.00
Total Permits:	12	\$900.00

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

Ardasley Fire Department
Monthly Alarm Run List

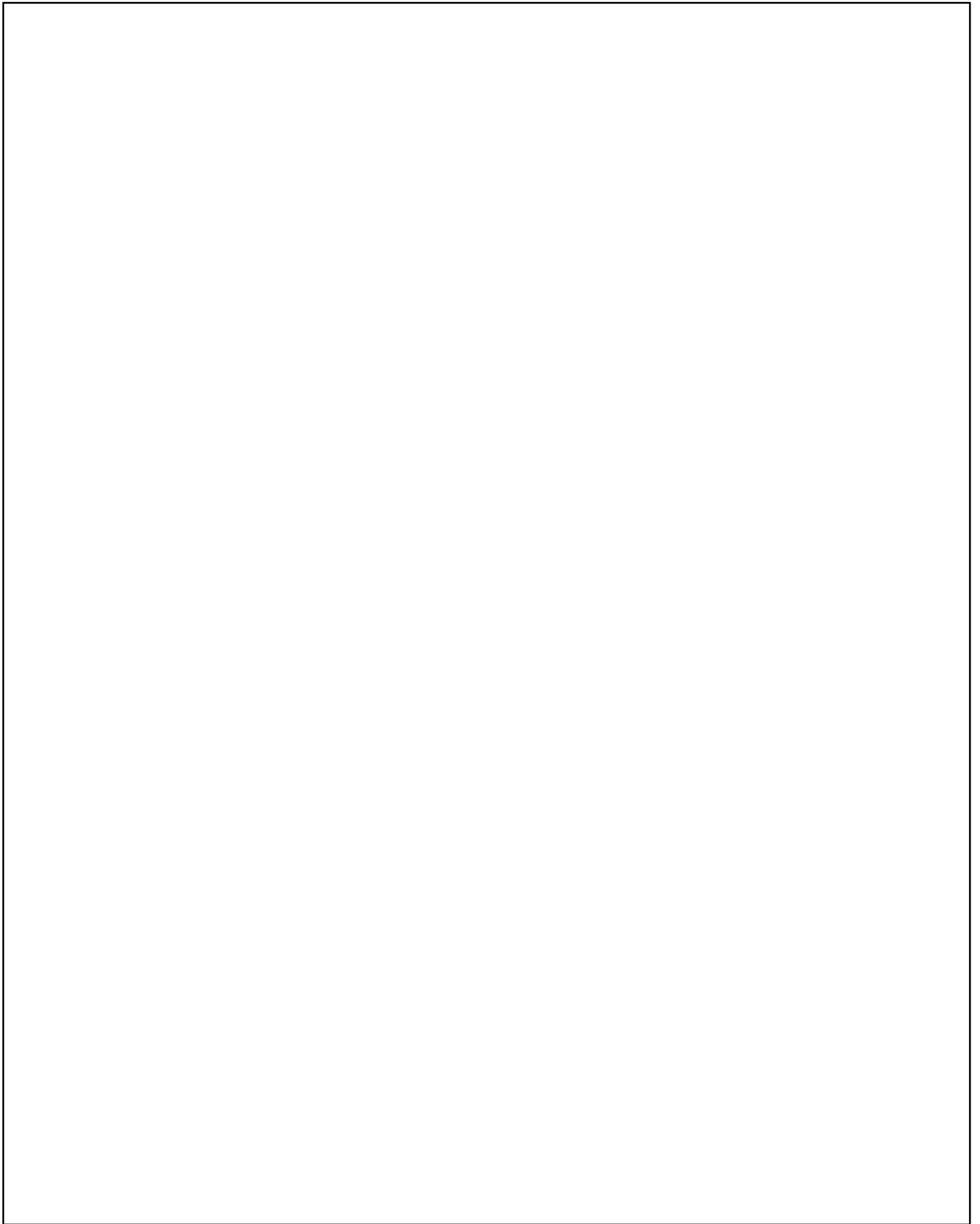
DATE	TIME	ALARM #	LOCATION	TYPE
9/1/21	6:13	21-0193	9 Cross Rd	False Malfunction
9/1/21	22:03	21-0194	IFO 700 Ashford Ave	Water Rescue
9/1/21	22:25	21-0195	1017 Saw Mill River Rd	Water Condition
9/1/21	22:40	21-0196	560 Saw Mill River Rd	Water Rescue
9/1/21	23:37	21-0197	McDowell Park	Water Condition
9/1/21	23:37	21-0198	5 and 11 Park Ave	Water Condition
9/2/21	0:00	21-0199	12 Western Drive	Water Condition
9/2/21	0:25	21-0200	9 Cross Rd	Water Condition
9/2/21	1:01	21-0201	40 Winding Road Farm	Wires Down
9/2/21	1:01	21-0202	44 Winding Road Farm	Water Condition
9/2/21	2:28	21-0203	50 Hamilton St Dobbs Ferry	Mutual Aid Ladder
9/2/21	13:01	21-0204	463 Ashford Ave	Water Condition
9/2/2021	14:24	21-0205	44 Winding Road Farm	Water Condition
9/2/21	14:56	21-0206	8 Jordan Lane	CO Alarm
9/2/21	14:50	21-0207	1 Cross Rd	Electrical Condition
9/2/21	16:09	21-0208	10 Old Jackson Ave	False Unintentional
9/3/21	12:12	21-0209	475 Ashford Ave	Water Condition
9/3/21	17:55	21-0210	44 Winding Road Farm	Water Condition
9/4/21	8:01	21-0211	573 Warburton Ave Hastings	Mutual Aid Stand By
9/4/21	23:25	21-0212	1017 Saw Mill River Rd	False Malfunction
9/6/21	13:41	21-0213	10 Old Jackson Ave	False Malfunction
9/6/21	17:04	21-0214	I-87 S/B MM 7.6	MVA
9/7/21	12:06	21-0215	63 Beacon Hill Rd	Odor of Gas
9/8/21	9:48	21-0216	37 Judson Ave	Service Call
9/8/21	16:43	21-0217	34 Sheldon St	Odor of Gas
9/9/21	17:52	21-0218	26 Orlando Ave	False Unintentional
9/14/21	14:22	21-0219	116 Huntley Dr	False Unintentional
9/15/21	0:56	21-0221	I-87 N/B MM 5.9	Truck Fire
9/15/21	13:36	21-0222	84 Ridge Rd	False Unintentional
9/19/21	4:09	21-0223	I-87 S/B MM 9.0	MVA
9/20/2021	2:10	21-0224	1 Roland Rd Irvington	Mutual Aid Ladder
9/21/2021	14:03	21-0225	633 Saw Mill River Rd	Car Fire
9/24/2021	12:06	21-0226	300 Farm Rd	False Unintentional
9/27/2021	10:43	21-0227	57 Eastern Dr	Odor of Gas

Total Calls

34

Total Man Hrs 0.0

Respectfully Submitted
Padraic J. Murray
Chief of Department



TRAINING OFFICERS REPORT- SEPTEMBER 2021

September 2nd

NO DRILL

Training Hrs. 00.00, 00 Member's Present

September 9th

Storm Clean up / Maintenance

Training Hrs. 26.00, 13 Member's Present

September 16th – Monthly Drill

Parade Prep/Bailout Re Certs

Training Hrs. 42.50, 17 Member's Present

September 23rd

Changed all SCBA Batteries (Carnival Cancelled)

Training Hrs. 16.00, 08 Member's Present

September 30th

Ladder Ops at Ardsley High School

Training Hrs. 28.00, 14 Member's Present

New York State Classes:

Firefighter I – 27.00 Hrs

Training Hrs. 000.00, 00 Member's Present

Online Training McNeil & Company E-Learning:

Training: 112.50 Hours

Inspection: 00.00 Hours

Maintenance: 00.0 Hours

New York State: 27.00 Hours

Online Training McNeil & Company E-Learning: 0.0 Hours

Total: 139.50 Hours

Respectfully Submitted,

Joan Podolski
2nd Assistant Chief



POLICE DEPARTMENT

VILLAGE OF ARDSLEY

INCORPORATED 1896



Anthony D. Piccolino

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

Municipal Building
507 Ashford Ave
Ardsley NY 10502

WESTCHESTER COUNTY

Monthly Report September – 2021

Property lost or stolen -\$ 30.00
Property Recovered---- \$ 1068.00
Court fines and fees --- \$ 72,146.00
Alarm fines and fees--- \$ 0
Meter collection----- \$ 1614.25

Traffic Accidents----- 8
Arrests----- 3
Calls for service----- 248
Investigations----- 8
Impounded vehicles----- 3

UTT summonses issued---- 20
Parking summonses issued- 4
Appearance tickets issued— 3
Total summonses issued----- 27

For monthly statistics, please see attached

Respectfully submitted,

Anthony D. Piccolino
Chief of police



POLICE DEPARTMENT

VILLAGE OF ARDSLEY

INCORPORATED 1896



Anthony D. Piccolino

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

MUNICIPAL BUILDING
507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

WESTCHESTER COUNTY

SEPTEMBER EVENTS 2021

Training

Total training for the month of September -----228 hrs. Which consisted of SWAT, Procedural justice, Juvenile law updates, child seat recertification, Taser, OC, Baton, felony stops, CPR and AED.

COMMUNITY POLICING

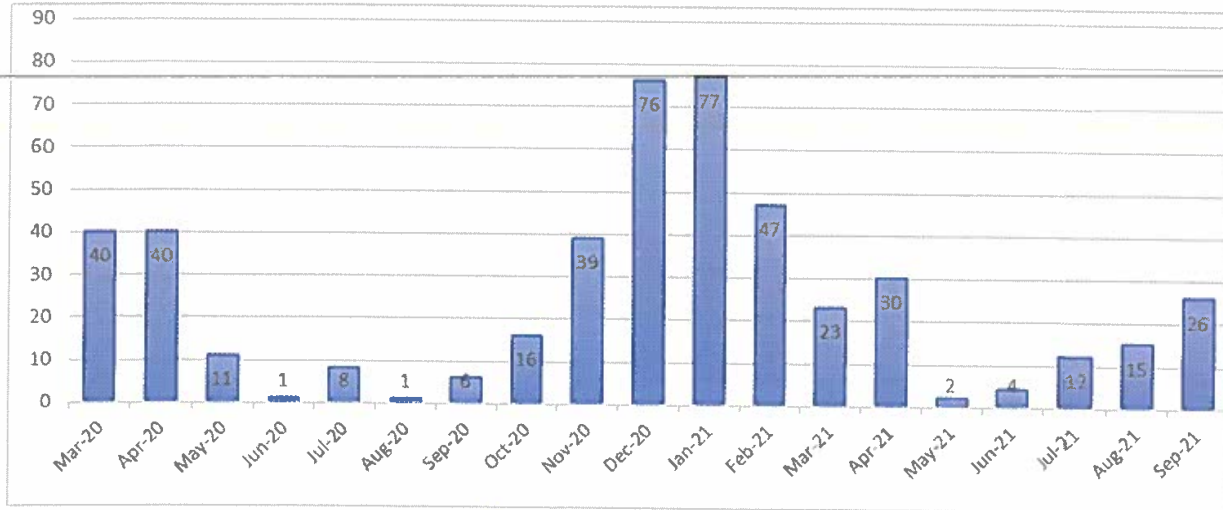
- Child Passenger Safety - Installed 8 child seats via appointments
- Attended -- Child Passenger Safety training conference 12 hours for recertification
- Attended 40 hours training for juvenile laws and updates
- Attended AHS Freshman Sophomore Junior and Senior classes welcoming orientation
- Performed safety walk through with safety consultants at CRS AMS AHS
- Safety meeting conducted CRS
- Safety meeting conducted AMS
- Participated Ardsley 125th meeting
- Conducted lockdown drill AMS
- Senior Citizens BBQ event

Community information

The village is seeing an uptick in Covid-19 cases. We urge residents to continue to use safety measures such as masks and social distancing.

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>

RESOLUTION REPLACING CHAPTER 33 ENTITLED RESIDENCY REQUIREMENTS OF THE ARDSLEY VILLAGE CODE

RESOLVED, that the Village Board of the Village of Ardsley hereby replaced Chapter 33 of the Village Code entitled “Residency Requirements” as follows:

Section 1. Chapter 33 of the Code of the Village of Ardsley entitled “Residency Requirements”

Section 1: Purpose.

The Board of Trustees finds that, due to the relatively small population of the Village of Ardsley, it is not always possible to fill certain appointive offices and non-judicial positions in Village government requiring municipal, administrative or financial expertise with Village residents who are qualified to hold such positions.

Section 2. Village, State of residency.

Notwithstanding any other general or special law, no person shall be eligible to be appointed to or hold office in Ardsley Administration Department, Ardsley Police Department, Ardsley Department of Public Works, Ardsley Building Department and Ardsley Recreation Department to a position in the Village of Ardsley unless such person is a resident of the Village or a resident of the State of New York during such appointment. A person shall be eligible to be appointed to or hold the non-judicial position of Village Court Clerk, Assistant Court Clerk or Part-Time Court Attendant provided such person is a resident of Westchester County or a resident of the State of New York during such appointment.

Section 3. Numbering for Codification.

It is the intention of the Village of Ardsley and it is hereby enacted that the provision of this Local Law shall be included in the Code of the Village of Ardsley; that the sections and subsections of this Local Law may be re-numbered and re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter”, “Section” or other appropriate word as required for codification; and

Village of Ardsley Board of Trustees Agenda – October 18, 2021

that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provision of the Code affected thereby.

Section 4. Severability.

The provision of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State and apply to all persons listed in Section 2 herein.

Section 6. Repealer.

This local law repeals Chapter 33 titled Officers and Employees.

RESOLUTION AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE TOWN OF GREENBURGH WHEREBY THE VILLAGE WILL RELOCATE AN EXISTING PERPETUAL EASEMENT ON THE VILLAGE'S PROPOSED NEW DRIVEWAY ON HEATHERDELL ROAD IN THE VILLAGE OF ARDSLEY WHICH WILL CONTINUE TO PROVIDE UNLIMITED SECONDARY ACCESS AND INGRESS BY TOWN EMPLOYEES, TOWN CONTRACTOR'S AND TOWN INVITEES FROM HEATHERDALE ROAD TO TOWN PARK PROPERTY AND BY WHICH THE VILLAGE WILL CONSTRUCT A NEW ROADWAY ON TOWN PROPERTY, AND SUCH EASEMENT WILL ALSO PROVIDE A TEMPORARY CONSTRUCTION EASEMENT TO THE VILLAGE TO CONSTRUCT A ROADWAY UPON TOWN PROPERTY

WHEREAS, the Village presented the Town with the attached agreement which provides a perpetual easement through the Village site as a secondary access and ingress/egress to Heatherdell Road to and from the Town site with mutually agreeable metes and bound and such other terms found in the attached agreement and exhibits;

NOW, THEREFORE IT BE RESOLVED, that the Village Board of Trustees authorizes the Interim Village Manager to enter into the attached agreement with Exhibits with the Town of Greenburgh whereby the Village will relocate an existing Town perpetual easement onto the Village's proposed new driveway on Heatherdell Road in the Village and construct a roadway and gate on Town property, all in accordance with the attached agreement and exhibits.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into on the day of _____, 2021, by and between the VILLAGE OF ARDSLEY, a municipal corporation having an address at 507 Ashford Avenue, Ardsley, New York 10502 (“Ardsley,” the “Village” or “Grantor”) and the TOWN OF GREENBURGH, a municipal corporation having its address at 177 Hillside Avenue, Greenburgh, New York 10607 (“Greenburgh,” the “Town” or “Grantee”), together referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, since 2017, the Village is the owner of the property known and designated on the tax map of the Town of Greenburgh as Parcel 6.40-17-1.1 (formerly Section 6.40, Block 17, Lot 1.1) and Parcel 6.40-17-1.2 (formerly Section 6.40, Block 17, Lot 1.2) and more particularly described in metes and bounds in Exhibit “A” attached to this Agreement (the “Village Site”) and as shown on the map attached hereto as Exhibit “B”; and

WHEREAS, since 1975, the Town is the owner of parkland known and designated on the tax map of the Town of Greenburgh as Parcel 8.241-180-1..L6 (formerly Volume 8, Sheet 4, Parcel 4B) and Parcel 6.40-17-2..L8 (formerly Volume 6, Sheet 1, Parcel 37B and more particularly described in metes and bounds in Exhibit “C” attached to this Agreement (the “Town Site”) and as shown on the map attached hereto as Exhibit “D”; and

WHEREAS, the Town’s ownership of the parcel known as Parcel 8.241-180-1..L6 is subject to a perpetual easement in common with others over the existing driveway running from Heatherdell Road through the premises and premises adjoining as set forth in Liber 3929 of conveyances, page 165, and utility easements as recorded in the Book of Conveyances in Liber 5389, Page 204, and in Liber 5950, page 320 as more particularly described in Exhibit “E” attached to this Agreement, which said easement is over the Village Site to access the Town Site and the “Town park property” located thereat but is not within the Town Park; and

WHEREAS, the Town’s perpetual easement through the Village Site provides unrestricted secondary access and ingress/egress to Heatherdell Road to/from the Town Site; and

WHEREAS, both parties desire to amend and reroute the perpetual easement on the Village Site so that the Village’s municipal facilities may be sited in the best location while maintaining secondary access and ingress/egress between the Town’s Site and Heatherdell Road to bring about the following intents and purposes:

- To relocate the existing perpetual easement, which existing easement is abandoned and replaced hereby by a new easement on the proposed new driveway wholly within the Village Site, which will continue to provide unlimited secondary access and ingress/egress by the Town employees, contractors, and invitees from Heatherdell Road to the Town Site

by virtue of this Agreement for the purposes stated herein, as shown and set forth in metes and bounds and on a map attached hereto as Exhibit "F";

- Town staff will have unlimited access through a gate between Village and Town property for official Town business that will be electronically controlled via FOBs or some other appropriate, mutually agreeable devices that will be provided to Town staff. Such FOBs or control devices will always be programmed and/or maintained so that the Town has continuous access;
- No access by the general public will be permitted by the Town on the easement shown in Exhibit "F" through Village property, except in the case of an emergency where access and ingress/egress through Town property is blocked or unsafe, or authorized by the Town pursuant to official Town business and Town-sponsored events, and the same is intended for use only by the Village, the Town, their contractors, agents, representatives, and invitees;
- The Village will construct a new roadway, at its cost and expense, on the Town Site pursuant to a temporary construction easement agreement granted hereby to allow for circular access to Olympic Lane that will replace regular and routine public access through Village property, as shown in the map and metes and bounds annexed hereto and made a part hereof as Exhibit "G," but perpetual access through the relocated easement will be permitted as provided herein. In connection therewith, the Village shall construct at their cost and expense three gates to control traffic, one on Village property at driveway from Heatherdell Road, one gate on Village property between the Village and Town property on the driveway from Heatherdell Road, and one gate towards Olympic Lane on the new roadway to be constructed by the Village for the Town, all as shown in Exhibit "H" herein. The Town will control the FOB or device for the gate near Olympic Lane, providing the Village with such FOB or gate control device. Such FOB or control device will always be programmed and/or maintained so that the Village has continuous emergency access. The Village will maintain the FOBs or devices for all gates on the Village Site, providing the Town with such FOBs or gate control devices that will always be programmed and/or maintained so that the Town has continuous access and ingress/egress as provided herein;
- The Town at its cost and expense will maintain the newly constructed roadway and the gate erected by the Village on Town property; and
- Village staff will be allowed access and ingress/egress through the new Town roadway shown in Exhibit "G" herein for emergency use only. Regular and routine access to the Village Site will be solely through the Village's driveway onto Heatherdell Road.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Village hereby acknowledges the Town's perpetual easement to enter upon the easement at any time for any reason related to official Town business.
2. Notwithstanding anything to the contrary in this Agreement, the Town hereby indemnifies and agrees to hold harmless the Village, its successors and assigns, from and against any and all

claims, liabilities, losses or damages which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its officers, employees, agents, invitees, or contractors in connection with this Agreement and the easements granted hereby, but not as a result of any intervening gross negligence or willful misconduct of the Village, its officers, employees, agents or representatives.

3. Notwithstanding anything to the contrary in this Agreement, the Village hereby indemnifies and agrees to hold harmless the Town, its successors and assigns, from and against any and all claims, liabilities, losses or damages which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its officers, employees, agents, invitees, or contractors in connection with this Agreement and the easements granted hereby, but not as a result of any intervening gross negligence or willful misconduct of the Town, its officers, employees, agents or representatives.

4. The Town shall record this Agreement at its own cost and expense in the Office of the Westchester County Clerk, Division of Land Records promptly after execution hereof and provide the Village with a recorded copy thereof contemporaneously with such recordation.

5. This Agreement, and all rights and easements hereunder granted, shall run with the land and shall be binding upon the successors, legal representatives and assigns of the respective parties and the failure of the parties to enforce any provisions contained herein shall not be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, this instrument has been duly executed by the parties hereto the day and year first written above.

The VILLAGE OF ARDSLEY, Grantor,

By: _____
Name:
Title:

The TOWN OF GREENBURGH, Grantee

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the ___ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, from the Village of Ardsley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that she/he executed the same in her/his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the ___ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, from the Town of Greenburgh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that she/he executed the same in her/his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Property Address and Tax Map:
Parcel 6.40-17-1.1 and Parcel 6.40-17-1.2
Parcel 8.241-180-1..L6 and
Parcel 6.40-17-2..L8
Town of Greenburgh, County of Westchester

RECORD AND RETURN:

EXHIBIT A

Village of Ardsley Legal Description

ALL THAT CERTAIN LAND SITUATE, LYING AND BEING IN THE VILLAGE OF ARDSLEY, COUNTY OF WESTCHESTER, STATE OF NEW YORK, SAID BEING PART OF SECTION 6.40, BLOCK 17, LOTS 1.1 AND 1.2, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHWESTERLY CORNER OF THE NEWLY CREATED ACCESS EASEMENT, SAID POINT BEING ON THE NORTHERLY SIDELINE OF HEATHERDELL ROAD, SAID POINT NORTHERLY SIDELINE OF HEATHERDELL ROAD NORTH 80°28'45" WEST A DISTANCE OF 2.02 FEET FROM THE DIVISION LINE OF LOTS 1.1 AND 1.2, RUNNING THENCE

NORTH 80°28'45" WEST FOR A DISTANCE OF 28.32 FEET TO A POINT; THENCE

SOUTH 83°27'05" WEST FOR A DISTANCE OF 152.88 FEET TO A POINT; THENCE

NORTH 33°32'25" EAST FOR A DISTANCE OF 459.19 FEET TO A POINT; THENCE

SOUTH 61°50'05" EAST FOR A DISTANCE OF 344.66 FEET TO A POINT; THENCE

SOUTH 28°09'55" WEST FOR A DISTANCE OF 250.43 FEET TO A POINT; THENCE

SOUTH 86°19'15" WEST FOR A DISTANCE OF 89.98 FEET TO A POINT; THENCE

SOUTH 28°12'53" WEST FOR A DISTANCE OF 19.05 FEET TO A POINT; THENCE

NORTH 89°15'45" WEST FOR A DISTANCE OF 11.12 FEET TO A POINT; THENCE

NORTH 75°04'35" WEST FOR A DISTANCE OF 113.12 FEET TO A POINT; THENCE

NORTH 80°28'45" WEST FOR A DISTANCE OF 19.30 FEET TO A POINT; THENCE

NORTH 80°28'45" WEST FOR A DISTANCE OF 2.02 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2.909 ACRES PLUS OR MINUS.

EXHIBIT B

EXHIBIT C

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Greenburgh, County of Westchester and State of New York, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of the Sprain Brook Parkway, where the same is intersected by the northeasterly boundary line of land now or formerly of Robert Stephen Anthony as acquired by a deed from John Canning, Jr., dated September 9th, 1952, recorded in Office of the County Clerk of Westchester County, Division of Land Records, on September 10th, 1952, in Liber 5134 of conveyances, page 115, said point of BEGINNING being distant North 43° 57' 40" East 272.43 feet from a monument at the intersection of the southeasterly corner of said lands so conveyed by the aforementioned deed with the northeasterly side of Heatherdell Road; thence running along the last mentioned northeasterly boundary line of Anthony, North 46° 02' 20" West 344.66 feet to a point; thence running North 49° 20' 10" East 551.65 feet and North 17° 14' 40" East 1005.00 feet to a corner in said land; thence running South 80° 25' 50" East 899.49 feet to the northerly line of Sprain Brook Parkway; thence running along said lands the following courses and distances: South 16° 58' 39" East 49.00 feet, South 43° 57' 57" West 734.75 feet, South 61° 17' 40" West 135.00 feet and South 43° 57' 40" West 1067.57 feet to the point or place of BEGINNING.

TOGETHER with and subject to an easement in common with others over the existing driveway running from Heatherdell Road through premises and premises adjoining as set forth in Liber 3929 of conveyances, page 165, and utility easements as recorded in the Book of Conveyances in Liber 5389, Page 204, and in Liber 5950, page 320.

ALSO known on the Official Tax Map of the Town of Greenburgh as Volume 8, Sheet 4, Parcel 48, ~~48~~ and of the Village of Ardsley as Sheet 1, Parcel 378-~~4~~.

TOGETHER with all right, title and interest, if any of First Party in and to any streets and roads abutting the above described premises to the center lines thereof,

EXHIBIT D

SPRAIN BROOK PKWY. ID: 8.241-180-1..L6 (Greenburgh)



August 16, 2021

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

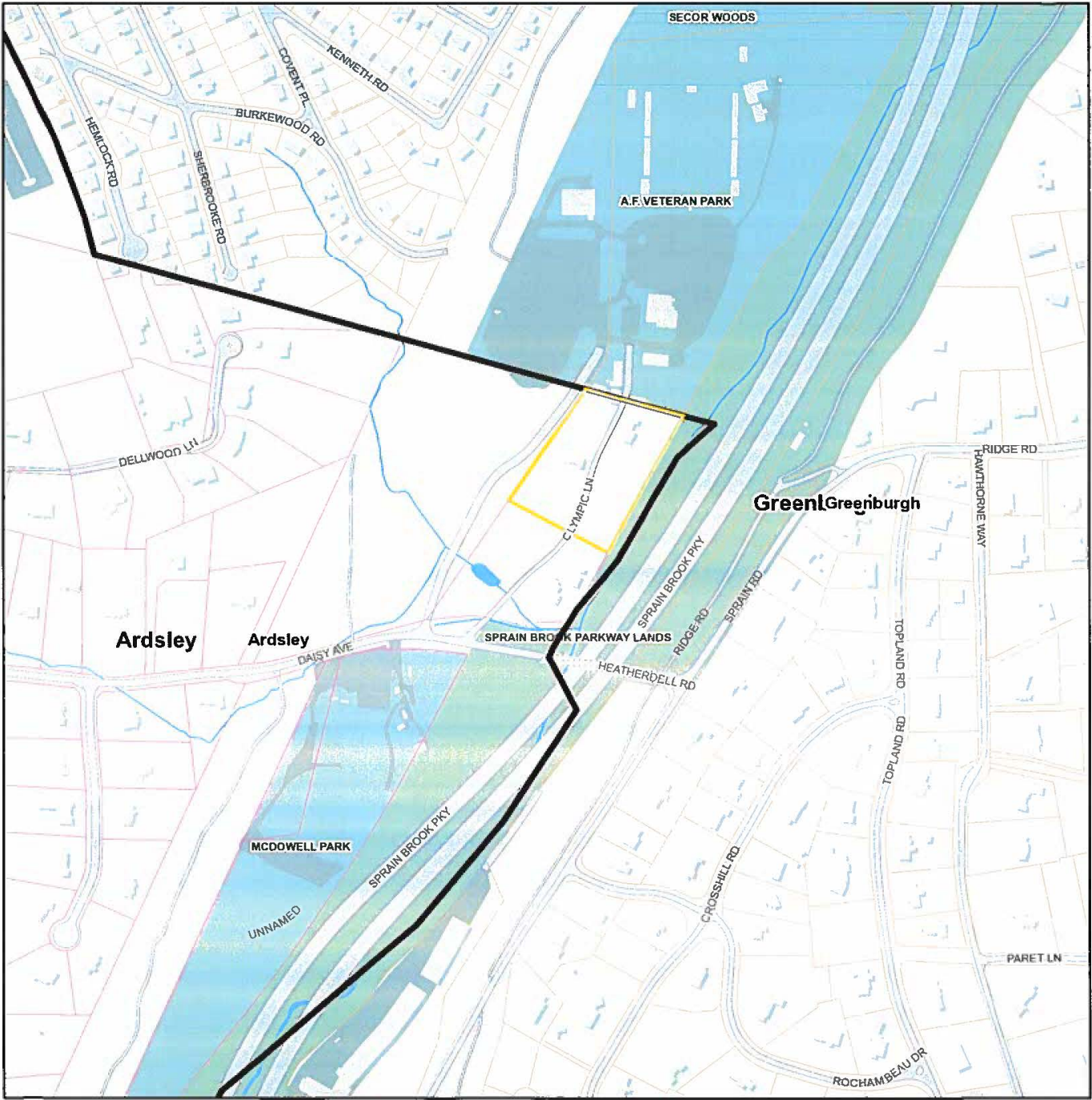
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Westchester County GIS

GIS <http://giswww.westchestergov.com>
 Michaelian Office Building
 148 Martine Avenue Rm 214
 White Plains, New York 10601

SAW MILL RIVER RD (OFF). ID: 6.40-17-2..L8 (Ardsley)



August 16, 2021

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

1:5,000



Westchester County GIS

GIS
<http://giswww.westchestergov.com>
 Michaelian Office Building
 148 Martine Avenue Rm 214
 White Plains, New York 10601

EXHIBIT E

13 to

Reference Stamps

STANDARD FORM 66
1119-Dead with Full Covenant-(Corporation)-458

LIBER 3929 PAGE 165

Revenue stamps attached

THIS INDENTURE, made the 14th day of July one thousand nine hundred and forty-one between GERZIM ESTATES, INC., a New York corporation with its principal place of business at 28 West 44th Street, New York, N.Y.

a corporation organized under the laws of the State of New York party of the first part, and JOHN CANNING, JR., residing at Heatherdell Road, Ardsley, New York, (no street number)

party of the second part:

WITNESSETH, that the party of the first part, in consideration of One Hundred and 00/100 (\$100.00) and other good and valuable consideration, lawful money of the United States, paid by the party of the second part,

does hereby grant and release unto the party of the second part, his heirs, executors, administrators and assigns forever

ALL that certain tract, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Greenburgh, County of Westchester and State of New York and more particularly bounded and described as follows:

BEGINNING at a monument set at the point of intersection of the northeasterly line of Heatherdell Road with the dividing line between premises herein described and lands of the County of Westchester, known as Sprain Brook Parkway; thence running along the northeasterly line of Heatherdell Road the following courses and distances: North 77° 53' west 56.03 ft; North 73° 28' West 43.63 ft; North 59° 16' 50" west 113.12 ft; North 64° 41' West 69.20 ft. and North 80° 45' 10" West 152.88 ft. to other lands of Gerzim Estates Inc.; thence running along said other lands of Gerzim Estates Inc. North 49° 20' 10" East 1010.84 ft. and North 17° 14' 40" East 1005.00 ft. to a corner in said lands; thence still running along said other lands of Gerzim Estates Inc. South 80° 25' 50" East 999.49 ft. to the northerly line of lands of the County of Westchester known as Sprain Brook Parkway; thence running along said lands last mentioned in a southwesterly direction on the arc of a curve bearing to the right having a radius of 1149.92 ft. and a central angle of 17° 15' 42" a distance of 346.44 ft. to a point; thence still running along said lands last mentioned, the following courses and distances: South 49° 17' 40" West 400.62 ft; South 6° 17' 40" West 210 ft. and South 43° 57' 40" West 1340 ft. to the monument at the point and place of beginning.

TOGETHER with all the right, title and interest of the grantor of, in and to Heatherdell Road in front of and adjoining said premises to the center line thereof.

SUBJECT to a perpetual easement and right of way for ingress and egress over the driveway as it is now constituted, which starts at Heatherdell Road, crosses the pond and runs between the buildings on the premises hereinbefore described, close to the northerly line of the Village of Ardsley and thence turns north-westerly as it is now constituted in favor of the grantor, its successors and assigns or any owner of any part of the remaining tract of land known as the Lewisohn Estate and described in the certain deed made by Sum A. Lewisohn and Estee Seligman as Executors and Trustees under the Last Will and Testament of Adolph Lewisohn, Deceased, to Gerzim Estates, Inc. dated July 3, 1941 and intended to be recorded simultaneously with this Deed, of which the premises hereinabove described and conveyed to the grantee herein, was a part.

KNOW ALL MEN BY THESE PRESENTS,

That, JOHN CANNING, JR., residing at Heatherdell Road, (no street number), Ardsley, New York, party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable considerations, in hand paid by the TOWN OF GREENBURGH, a municipal corporation having its principal offices in the Lyceum Building, Tarrytown, New York, party of the second part, the receipt of which is hereby acknowledged, has granted and leased, and by these presents does grant and lease unto the party of the second part, its successors and assigns, a perpetual easement, privilege or right of way, to lay, maintain, operate and repair a water pipe, over, through, across and upon the following described property:

A strip of land 10 feet in width, the center line of which is described as follows:
BEGINNING at a point on the Easterly property line of the party of the first part which is also the Westerly line of lands of the Westchester County Park Commission to be used for the Sprain Brook Parkway, said point being 875.00 feet Northerly as measured along said line from the Northerly side of Heatherdell Road; thence through property of the party of the first part North 48° 21' 50" West 46.00 feet; North 89° 28' 01" West 152.05 feet and North 33° 25' 05" West 171.66 feet to the Westerly line of property of the party of the first part, which is also the Easterly line of property of the Consolidated Edison Company of New York, Inc., at a point which, measured along said line, is 1094.18 feet north of the Northerly line of Heatherdell Road.

The Party of the Second Party agrees to connect to the water line to be constructed along the easement aforesaid the existing four-inch water line of the Party of the First Part; and also agrees to install a hydrant at a location selected by the Party of the First Part; and also agrees to move the existing water meter to a location on the existing four-inch line, all without expense to the Party of the First Part.

The Party of the Second Part further agrees that the surface drains now existing along the line of the proposed main will be restored to their present operating condition.

The Party of the Second Part hereby agrees to restore the property of the Party of the First Part to its original condition and to pay any and all damages which may arise from the laying, maintaining, operation or repair of said water pipe.

IN WITNESS WHEREOF, The Party of the First Part has hereunto set his hand and seal this 25th day of August, 1954.

John C. Canning (L.S.)

The Town of Greenburgh hereby assumes the obligations contained herein.

TOWN OF GREENBURGH
By *Edward H. Innet* Supervisor

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On the 25th day of August, 1954, before me personally came JOHN CANNING, JR., to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

John Eugene Baker

JOHN EUGENE BAKER
NOTARY PUBLIC in the State of New York
Appointed for Westchester County
Commission Expires March 14, 1955

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On the 28th day of August, 1954, before me personally came EDWARD H. INNET, to me known, who, by me being duly sworn, did depose and say that he resides at No. 191 Broadway, Dobbs Ferry, New York, that he is the Supervisor of the Town of Greenburgh, the municipal corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said municipal corporation; and that he signed his name thereto by like order.

Edward H. Innet
Notary Public in the State of New York

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF GREENBURGH County of Westchester, N. Y. A true copy of the original RECORDED NOV. 6, 1954 at 9:01 AM at request of GERALD FITZGERALD
FEE \$ 4.10 No. 45609 EDWARD L. WARREN, County Clerk.

SEWER CONNECTION & EASEMENT CONSENT AGREEMENT

INDENTURE made this *10th* day of *September*, 1959
 between the TOWN OF GREENBURGH (said municipal corporation
 and its geographical environs being hereinafter sometimes re-
 ferred to interchangeably as the context may require as the
 "Town"), a municipal corporation duly organized and existing
 under the laws of the State of New York and having its prin-
 cipal office and seat of government at the Greenburgh Town
 Hall, Tarrytown Road and Knollwood Road (no street number),
 Elmsford, Westchester County, New York, for and on behalf of
 the hereinbelow described Edgewood Extension of the North
 Ardsley Sewer District, and SCARSDALE BATH AND TENNIS CLUB,
 INC. (hereinafter sometimes referred to as the "Club"), a
membership corporation duly organized and existing under the
 laws of the State of New York and having its principal office
 and place of business at No. *220 Heatherdell Road,*
Ardsley, New York,
 and JOHN CANNING, JR. (hereinafter sometimes variously refer-
 red to as the "Lessor" or "Canning"), residing at Heatherdell
 Road (no street number), Ardsley, New York.

WHEREAS, upon petition of certain property owners and
 for the preservation of the public health and safety the Town
 has duly created within a portion of the unincorporated area of
 the Town, and has therein authorized the construction of the
 necessary facilities, now substantially completed, for a certain
 extension of the North Ardsley Sewer District, known as the
 Edgewood Extension thereof (said Edgewood Extension being some-
 times hereinafter variously referred to as the "Sewer", the

See Supplemental Agreement Liber 6, 603 page 65
 Sewer Connection & Easement Consent Agreement Liber 6, 603 page 308

"Extension", the "Edgewood Extension" or the "Edgewood Sewer Extension"), which Sewer will serve an aggregate of 67 single family residences situated on Dunham and Edgewood Roads and Essex and Tudor Place adjoining the southerly side of Secor Road in the Town and the description of the territory of said Edgewood Sewer Extension being set forth in Exhibit A annexed hereto which is hereby incorporated herein and made a part hereof with the same force and effect as if hereinafter set forth in full;

WHEREAS, the cost of the Sewer is to be borne by equal assessments upon each of the 67 homes constituting the territory of said Extension under the so-called "Equal Unit" basis prevailing throughout said North Ardsley Sewer District, that is, that each of said 67 homes will be assessed 1/67th part of the Net Cost equitably attributable to said 67 homes;

WHEREAS, the Club is the lessee under a certain long-term lease having an unexpired term in excess of sixty years of certain lands of John Canning, Jr. which do not abut upon any established residential area and which lands are situated in the vicinity but are located outside of the present boundaries of the Edgewood Sewer Extension and the North Ardsley Sewer District, and adjoining the tract recently acquired by the Town for recreational use and development, the description of the Club's said leased lands owned by Canning being annexed hereto as Exhibit B and thereby incorporated herein as aforesaid (said premises being herein sometimes variously referred to as the "Club's lands" or the Club's leased lands" or "Canning's land");

LIB 5950 322

WHEREAS, a substantial portion of the Sewer connecting the said Edgewood Extension to the North Ardsley Sewer District traverses the lands of the Club and enjoys paramount rights therein by virtue of a certain Easement granted to the Town under date of November 2, 1957 by John Canning, Jr., the Club's landlord, and recorded in the Westchester County Clerk's Office, Division of Land Records, on February 27, 1958 in Liber 5784 of Conveyances, at Page 237, to which Easement reference is hereby made and which is annexed hereto and thereby incorporated herein as aforesaid as Exhibit C appended hereto, and which aforesaid Easement is extended by a certain Superseding Easement granted to the Town under date of *September 11,* 1959 by John Canning, Jr. and recorded or to be recorded as aforesaid (on _____, 1959 in Liber _____ of Conveyances, at Page _____), a copy of which Superseding Easement is annexed hereto and thereby incorporated herein as aforesaid as Exhibit D;

WHEREAS, the Club wishes to improve its said leased lands with appropriate swimming, tennis and other private recreational facilities for a membership comprising some 400 families, in accordance with plans heretofore filed by the Club with the Town; and in which connection the Club wishes to obtain the Town's consent to the construction of certain light structures on portions of the Town's Easement under conditions which will protect the Edgewood Sewer and the Town against any harm therefrom;

WHEREAS, by virtue of the physical characteristics of the locality and the diverse experiences and misfortunes

suffered by the residents of the Edgewood Extension in the operation of septic fields, the Club cannot lawfully and properly improve its lands unless certain sewer facilities are constructed or made lawfully available for use in such connection, and any such new sewer facilities to serve the Club and its membership would wastefully duplicate or interfere with the Edgewood Sewer Extension recently completed across part of the Club's lands;

WHEREAS, the creation and construction of new sewer facilities and improvements solely to serve the Club would be impracticable, uneconomic and improvident and would indefinitely prevent or delay the proposed improvement of the Club's lands;

WHEREAS, the Westchester County Board of Health has denied the Club permission to construct a private sanitary septic field sewage disposal system upon the Club's leased lands and has ruled that the Club should avail itself of the benefits of the Edgewood Sewer System instead;

WHEREAS, the Club urgently and most imperatively needs to make adequate provision now for appropriate sewer facilities in order to proceed with its scheduled program of improvements, and desires, in lieu of creating unnecessary new sewage facilities, to avail itself of certain substantial benefits from the new Edgewood Sewer Extension and to make adequate, secure and irrevocable arrangements at this time to pay the Club's full share of the cost of such Extension in such proportion as may be deemed a fair allocation thereof by the Town, and a building permit allowing completion of the Club's

facilities cannot be lawfully issued by the Town until such a payment agreement is concluded;

WHEREAS, Canning cannot expeditiously improve the lands he has leased to the Club in the event the use, operation and enjoyment of said leased lands should be returned to said Lessor unless said lands are, for a fair consideration, permitted to enjoy all of the benefits, rights and privileges of the Edgewood Sewer System, and not merely those rights now sought by the Club as his Lessee; and

WHEREAS, Mr. Alfred M. Wyman, Town Engineer of the Town of Greenburgh, who as a licensed Civil Engineer designed, planned and supervised the construction of the Edgewood Sewer Extension, has reported that the Sewer has excess unused capacity more than enough to serve the Club and any other prospective users in the vicinity which could now be reasonably expected to utilize the same in the immediately foreseeable future, and said Engineer has reviewed the Club's plans in consultation with E. Payson Clark, Jr., Esq., Special Counsel for the Extension, and, after according due consideration and regard to the additional expense caused by the additional sewage burden, the capital investment of the Edgewood Extension and all other and similar factors pertinent in the premises, said Engineer and Counsel have recommended that the fair, equitable, reasonable and appropriate basis and share of the Total Cost of the Edgewood Sewer Extension to be allocated to and paid by the Club in all the circumstances is approximately 23 equal Benefit Units representing a value of \$30,000;

NOW, THEREFORE,

W I T N E S S E T H T H A T:

The Town and the Club and Canning, and their respective successors, heirs, legal representatives and assigns, as the case may be, each in consideration of the receipt of One Dollar (\$1.00) and other valuable and sufficient consideration to it in hand duly paid by the other, receipt whereof is hereby duly acknowledged, and in further consideration of the respective and mutual promises herein contained, have agreed and do hereby agree as follows:

1. Upon its execution of this Agreement the Club and Canning shall become obligated to pay, and hereby jointly and severally expressly promise to pay the Town, at the office of the Town Comptroller in the Town Hall, Knollwood and Tarrytown Roads, Elmsford, New York, by certified check or other funds deemed good and sufficient by the Town Comptroller, the sum of \$30,000 in payment for the Club's benefits and privileges hereby conferred upon the land leased by the Club and owned by Canning and the enhancement in value thereof resulting therefrom by virtue of said land being permitted to avail itself of the facilities of the Edgewood Sewer Extension. The obligation to pay said sum of \$30,000 (herein sometimes called the "Participation Obligation") may be discharged by creating the Canning Sewer Extension and selling sufficient notes or bonds to pay \$30,000 in net cash proceeds to the Town Comptroller all as more specifically provided in the succeeding un-numbered paragraph of this Paragraph 1 of this Agreement. Said Participa-

tion Obligation shall upon payment thereof to the Town become the absolute property of the Town to be applied for the credit and account of the Edgewood Sewer Extension in reduction of the Total Cost thereof as defined herein, and without payment of any interest thereon to the Club or to Canning for any use or application of said funds. John Canning, Jr. shall have no personal liability for payment of said Participation Obligation, but the lands owned by Canning and leased to the Club and the premises described in Exhibit B hereto and all improvements hereafter constructed thereon are hereby pledged to secure the faithful payment of said Participation Obligation by the Club and Canning and the Town shall have a valid \$30,000 lien thereon with the same force and effect as if hereby specifically mortgaged to the Town by Canning and the Club upon the form of mortgage set forth in the second Schedule M - Statutory Form M contained in Section 258 of the Real Property Law of the State of New York, as amended and as in effect on the date hereof, which form is hereby expressly incorporated herein in the form of a mortgage made to the Town as mortgagee this date by Canning and the Club, jointly and severally as mortgagors, covering the premises described in Exhibit B hereto and securing the principal sum of \$30,000, the amount of the Participation Obligation herein, and as if this Agreement constituted, among other things, a \$30,000 demand promissory mortgage note made by Canning and the Club, and the Club's lease is hereby in all respects subordinated to said Participation Obligation and the lien thereof.

The Participation Obligation may be fully discharged and satisfied prior to November 1, 1959 by the creation of a

new extension (herein sometimes variously called the "Canning Sewer Extension" or the "Canning Extension") to the North Ardsley Sewer District consisting of the premises described in Exhibit B owned by Canning and leased to the Club to be known as the Canning Extension thereof or other title, and by the payment of \$30,000 by said Canning Sewer Extension to the Town for the account of the Edgewood Sewer Extension in settlement for the benefits and enhancements hereby and thereby conferred upon the lands of Canning and leased to the Club, and in discharge of the Participation Obligation mutually agreed to and stipulated by the parties as constituting the full and fair present value thereof. A certificate signed by the Town Comptroller acknowledging receipt in full of \$30,000 for the account of the Edgewood Sewer Extension in satisfaction of the Participation Obligation owed hereunder by the Club and Canning, and the proposed Canning Extension, shall operate to release, discharge and satisfy the \$30,000 Participation Obligation lien and mortgage created by this Agreement. John Canning, Jr. as the sole owner of the premises comprising the same shall duly petition the Town for the creation of the Canning Sewer Extension at the maximum cost of \$31,000, and the Club shall endorse its written consent thereto and approval thereof at the foot of said petition, the purpose of said Canning Sewer Extension being fully to assume, finance and pay the Participation Obligation prior to November 1, 1959. No construction or public works will be authorized or required for the Canning Sewer Extension, but the same shall be created to bring within the boundaries of an existing sewer district the portions of the Edgewood Sewer System recently constructed,

completed and operating through the Canning lands described in Exhibit B, the route of said sewer being within the Super-
 seding Easement described in Exhibit D hereto. The Town will
 make available a copy of the Map and Plans of the Edgewood
 Sewer Extension to be incorporated in said Canning Sewer
 Extension petition. Canning and the Club will institute and
 prosecute said petition with the utmost diligence and the
 Town will cooperate to the full extent permitted by law, all
 to the end that the Canning Sewer Extension shall be duly
 created, and financed so as to pay the Participation Obligation
 in full before November 1, 1959 by issuing bonds sufficient to
 pay \$30,000 net cash proceeds to the Edgewood Sewer Extension
 as promptly as funds therefor may be obtained and in any event
 prior to November 1, 1959. Said Canning Sewer Extension bond
 financing may be conducted separately or in conjunction with
 the bond financing for the Edgewood Sewer Extension, as the
 Town acting through its Supervisor shall in his discretion
 deem appropriate or advisable. All proceedings relating to the
 Canning Sewer Extension shall be subject to the approval of
 the Town Attorney as to both form and substance. If the
 Participation Obligation of \$30,000 shall not be fully paid
 to the Town for the account of the Edgewood Sewer Extension
 on or before November 1, 1959, then in addition to all other
 remedies available at law, in equity, or otherwise, or those
 remedies authorized under any other provision of this Agree-
 ment, all of which shall be cumulative and non-exclusive, the
 Town may thereupon foreclose the lien created hereby as
 security for said Participation Obligation. Since the Canning
 Sewer Extension bond financing will be limited to the issuance

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of bonds sufficient to permit payment of \$30,000 net cash proceeds to the Town in satisfaction of the Participation Obligation and the fair and equitable apportionment and allocation to the Canning Sewer Extension of the Total Cost of the Edgewood Sewer Extension in just proportion to the benefits and enhancement resulting from making the same lawfully available and usable by the lands and property situated within the Canning Sewer Extension, the Club has paid to the Town, by good certified check, the receipt of which is hereby acknowledged, subject to collection, the sum of \$1,500 (which sum is sometimes herein referred to as the "Canning Extension Expense Fund"), which sum shall be held by the Town Comptroller, without payment of any interest thereon, to be applied by the Town Comptroller toward the payment of any legal notices, additional engineering time, drawings or work, the fees and disbursements of bond counsel and all other expenses which may be incurred in connection with the due creation of the Canning Extension, its issuance of the requisite amount of bonds and full payment with the proceeds thereof of the Participation Obligation; including, without limitation the due recording of this instrument with all fees, charges, recordation, stamp and other taxes, imposts which may be required, or be appropriate in the Town Comptroller's judgment, to be paid in connection herewith. The Town Comptroller shall be the sole judge of the amount and character of any of such items of expense out of the Canning Extension Expense Fund and his written approval or payment or issuance of a voucher or check shall be conclusive and binding upon the Club and said Canning Extension Expense Fund, provided, that no payment may be made

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out of said Canning Extension Expense Fund to E. Payson Clark, Jr., Esq., Special Counsel for the Edgewood Sewer Extension, for any services performed on behalf of the Edgewood or Canning Sewer Extensions or for the Town of Greenburgh. The balance remaining unexpended and un earmarked for any specific obligation by the Town Comptroller which shall remain on hand with the Town Comptroller upon the completion of the financing of the Canning Sewer Extension and the payment in full by the Canning Extension of the \$30,000 Participation Obligation due to the Town for the account of the Edgewood Sewer Extension, if there be any such sums so remaining, shall thereupon be repaid by the Town Comptroller to the Club against receipt therefor, which receipt shall be executed by the Club and must confirm, consent and approve to all of the items of expense paid out of said Fund by the Town Comptroller and fully release the Town Comptroller from any and all liability on account of his administration of said Canning Extension Expense Fund. Until such a receipt, in form and substance satisfactory in all respects to the Town Attorney, shall have been duly executed and tendered to the Town Comptroller, he shall have no obligation to return any unexpended balance of the Canning Extension Expense Fund to the Club nor to be accountable to any person with respect thereto, and upon the Town Comptroller's acceptance of such receipt and repayment of any unexpended balance of the Canning Extension Expense Fund to the Club no party shall have any further rights or claims against him of any nature, whether for an accounting of his stewardship over the Canning Extension Expense Fund or otherwise. The Canning Extension Expense Fund shall be a form of additional and

partial security for the unlimited obligation of the Club and the land situated within the boundaries of the Canning Sewer Extension to pay in full all of the expenses relating to the creation and financing of the Canning Sewer Extension, excepting only therefrom the \$30,000 Participation Obligation which is to be financed by the issuance of bonds. If the funds deposited as the Canning Extension Expense Fund are expended by the Town Comptroller and any additional sums are required for the purposes herein contemplated, then upon demand made in writing by the Town Comptroller and deposited in the mail addressed to the Club at its address hereinabove first set forth, the Club shall pay the additional sum set forth in said demand up to, but not in any event exceeding the additional sum of \$1,000, which additional sum shall be added to the Canning Extension Expense Fund and disposed of by the Town Comptroller as herein provided.

2. The Club and Canning shall each be permitted and are hereby entitled, both jointly and severally, individually and collectively, at any time and from time to time hereafter, to the full extent authorized by law but subject at all times to the plumbing, building and sewer codes, rules, regulations and ordinances of all federal, state and municipal authorities having jurisdiction in the premises at any given time, to connect the Club's proposed improvements and any single family dwellings or other improvements as shall then be permitted upon the Club's lands, as described in Exhibit B hereto, by the zoning and building laws, ordinances, rules and regulations then applicable to said Club's lands and the then owners, users and occupants thereof;

PROVIDED, HOWEVER, that in the event of public emergency or other circumstance occurring prior to the full payment of the Participation Obligation by virtue of which the then existing sewer facilities become overtaxed or inadequate to serve the Club in addition to the homes located within the Edgewood Sewer Extension and the North Ardsley Sewer District, such contingency being deemed by the Town Engineer to be so unlikely and improbable an eventuality as to be beyond reasonable expectation of occurrence with any ascertainable or foreseeable period of time,

THEN in such event the Town shall be empowered to reduce, temporarily or permanently, in part or in whole, at any such time and from time to time thereafter the Edgewood Sewer facilities then utilized or extended to the Club's lands until, but only until,

(x) the full payment of the Participation Obligation (as such payment has been provided for in Paragraph 1 of this Agreement), OR

(y) the facilities again become adequate to serve the Club's lands in addition to the properties then located within the Edgewood Extension and the North Ardsley Sewer District,
whichever event shall first occur;

IT BEING THE INTENTION OF THE PARTIES that the aforesaid power reserved to the Town to limit use of the Edgewood Sewer facilities by the Club's lands pursuant to this particular paragraph shall expire upon the payment in full of the Participation Obligation and the due creation, financing and completion

of the Canning Extension as contemplated herein, all to the end and purpose that if the Edgewood Sewer facilities thereafter become overtaxed or inadequate, then Canning, the Club and said Club's lands will not be discriminated against and will be treated on the same basis as any similar or comparable type or class of user within the sewer system and will be accorded substantially proportionate treatment on a basis fairly comparable to other parties enjoying benefits of the Edgewood Sewer Extension and situated within the boundaries of an existing sewer district or extension thereof. However, nothing contained in this paragraph shall limit any rights, privileges or powers conferred upon or reserved by the Town by virtue of any other provision of this Agreement or otherwise heretofore or hereafter accorded to the Town by law, whether constitutional, statutory, court decision, administrative regulation, or otherwise.

3. The Town shall hold the Participation Obligation of \$30,000 paid to it under paragraph 1 hereof in trust for the benefit of the Edgewood Sewer Extension and apply the same in reduction of the Total Cost of the Edgewood Sewer Extension as follows:

(a) The all inclusive Total Cost (herein summarily referred to for brevity as the "Total Cost") of the Edgewood Sewer Extension shall mean and include each and every single item of cost, expense, charge or obligation of any nature whatsoever, including but not limited to the costs arising in connection with negotiating, condemning, litigating and acquiring or otherwise in any manner obtaining rights

of way, easements and other property and interests therein for any use in connection with the Edgewood Extension and the petitioning, advertising, re-advertising, authorizing, creating, mapping, surveying, designing, planning, engineering, inspecting, supervising, constructing, financing (both temporarily and on a permanent basis, and increasing any maximum amount or amounts which may be expended in connection with the Edgewood Extension), assessing and putting into operation of the Edgewood Sewer Extension as the same may be computed for the purpose of assessing the expense thereof (absent the existence of the Club and the Canning Sewer Extension) against the 67 homes constituting the territory of the Edgewood Extension. The 67 homes constituting the Edgewood Extension, and all single family fully improved residential properties located outside the Edgewood and Canning Sewer Extensions which may be accorded the privilege of enjoying any facilities of the Edgewood Sewer, shall share in the Net Cost thereof upon the terms and conditions set forth herein.

(b) The Total Cost of the Edgewood Sewer Extension, determined as aforesaid, shall be reduced by applying thereto the \$30,000 Participation Obligation being paid by the Club, Canning and the Canning Sewer Extension. This may be done by having the Canning Sewer Extension issue bond anticipation notes in the requisite amount to pay \$30,000 net cash to the Town for the account of the Edgewood Sewer Extension, which \$30,000 shall then be applied by the Town to retire \$30,000 face amount of bond anticipation notes issued by or on account of the Edgewood Sewer Extension. Bonds may then be issued by the Canning Sewer Extension to satisfy said \$30,000

bond anticipation notes employed for payment of the Participation Obligation. The balance of the Total Cost of the Edgewood Sewer Extension then remaining after receipt of the payment for its account of the \$30,000 Participation Obligation, that is, the Total Cost less \$30,000, shall be known as the Net Cost of the Edgewood Sewer Extension. The Net Cost shall be divided by the Total Residential Benefit Units enjoying any privileges, enhancements or benefits from the Edgewood Sewer Extension.

(c) The dollar amount of the actual and complete Total Cost shall be determined (i) by resolution of the Town Board, or, in the absence of such resolution or delegation of authority thereunder, (ii) by a Certificate in writing signed by the Town Engineer and filed with the Town Clerk, whereupon said Certificate may be entered in full in the minutes of the Town Board and certified copies of said Certificate and any pertinent resolutions adopted with reference thereto by the Town Board may be filed by the Town Clerk with the Assessor, all as in such cases may by law be provided. (iii) Any such determination shall be final and binding upon the Club and not open to review in any forum whatsoever.

(d) The quotient resulting from dividing the Total Residential Benefit Units into the Net Cost shall be known as the Single Residential Benefit Unit Cost (or "Residential Unit Benefit" or "Residential Dollar Unit Benefit") and the dollar amount thereof will be the amount assessed against each of the 67 homes in the Edgewood Sewer Extension.

(e) The Club and the premises of John Canning,

Jr. described in Exhibit B hereto and the proposed Canning Sewer Extension, inasmuch as the said premises therein consisting of substantially unimproved land about to be developed for private recreational purposes under a long-term lease by the Club, represent property of a kind and character substantially different from the single family dwellings occupying all of the territory of the Edgewood Sewer Extension, but receiving essential benefits and substantial enhancement in value by virtue of the construction and extension of privileges hereunder of the Edgewood Sewer System, without which Edgewood Sewer System the Club could not occupy, improve or utilize the aforesaid leased premises, shall be, and hereby are, charged with and hereby accept and approve, the sum of \$30,000 as and for the Participation Obligation created in this Agreement and to be paid and discharged as in this instrument provided.

(f) In the absence of a Supplemental Petition of a majority of homeowners resident therein increasing the maximum cost of the Edgewood Sewer Extension from the \$115,000 presently fixed therefor pursuant to law, and to which the Club and Canning shall have consented in writing, neither the Club nor Canning shall be obligated to pay any sum on account of the Total Cost or present capital improvement of the Edgewood Sewer Extension under this paragraph other than the \$30,000 Participation Obligation created by this Agreement.

(g) Any other property owner situated without the boundaries of the Edgewood Extension and entering into an agreement purposed similarly hereto, whether or not contem-

plating a separate Sewer Extension, and howsoever financed, will be charged the number of Residential Benefit Units as may be approved by the Town and set forth in such other agreement (which number will ordinarily be fixed at the rate of one Residential Benefit Unit for each single family residence or equivalent thereof).

(h) The number constituting the Total Residential Benefit Units will be determined as the aggregate of the following two items:

I. 67 units with respect to all property within the Edgewood Sewer Extension, being one unit for each of the 67 homes comprising such territory; plus

II. The number of units stipulated by the terms of any other agreement made by the Town of any other owners of property located outside the boundaries of the Edgewood and Canning Sewer Extensions which shall permit them to share in the benefits of the Edgewood Sewer. It is contemplated that the number of Units in such cases will ordinarily be fixed by the Town at the rate of one Residential Benefit Unit for each single family residence or the equivalent thereof. Thus, if the Town enters into an agreement permitting one (or more) homeowner(s) on the northerly side of Secor

Road whose property adjoins but is north of the northerly boundary line of the Edgewood Extension to enjoy the full benefits of connecting his respective single family residence to the Edgewood Sewer in consideration of his paying the dollar amount of one Residential Benefit Unit of the Net Cost for each house so connected, the Total Benefit Units shall be 67 under part I for the properties situated within the Edgewood Extension, plus 1 under part II for each such additional house located outside the Extension.

(1) The computation of the number of Total Residential Benefit Units, the Net Cost, and the Single Residential Benefit Unit Cost, and the respective dollar values thereof, for the purposes of the immediately preceding computation shall be finally fixed and determined as of the day (herein sometimes called the "Computation Date") before the levying of assessments against the 67 homes in the Edgewood Extension. Any consideration received from Benefit Units after said date shall be disposed of in the absolute discretion of the Town Board.

4. Subject to the provisions of paragraph 5 hereof, the acceptance and payment of the \$30,000 Participation Obligation by the Club, Canning and the Canning Sewer Extension is determined by the Town, after according due consideration

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and regard to the additional expense caused by the additional sewage burden involved, the capital investment and cost of the Edgewood Sewer Extension, the relative circumstances, quality, character, kind, caliber and status of all property situated within and near the Edgewood Sewer Extension, and the proposed Canning Sewer Extension, the benefits inuring to the various properties in any manner affected thereby and all other factors pertinent in the premises, to be a fair, full, reasonable and proper basis, proportionate charge and allocation upon the Club, Canning, and the premises described in Exhibit B which are to be constituted as the Canning Sewer Extension in order to lawfully avail said Canning Extension premises of the benefits of the newly constructed Edgewood Sewer traversing said Canning's lands, immediate connection privileges with which Edgewood Sewer are being extended to such premises by virtue of this Agreement. When and if the boundaries of the Edgewood Extension or the proposed Canning Extension or the North Ardsley Sewer District should later be extended to include the leased lands of the Club, the Town will not charge or assess the Club, Canning and said premises owned by Canning more than the \$30,000 Participation Obligation for the sewer connection privileges conferred thereon as provided hereunder. It is the intention of the parties that the Canning premises shall not be assessed a second time for the enjoyment of the capital improvements and facilities being extended to it by this Agreement; it being expressly understood and agreed, however, that all properties within a sewer district, extension or lateral are obligated to pay maintenance charges and to pay for new facilities and replace-

ments, alterations, revisions and modifications of existing and future sewerage systems, and that in precluding a later double payment for the present Edgewood Sewer Extension capital improvement benefits accorded to the Club thereby, this Agreement is not intended to and shall not be deemed or construed to permit the Club to avoid paying its full share, on an equal footing with all other property owners throughout the area, of any expenses which may later be incurred with respect to any sewerage facilities which may affect or benefit the region in which its property is located, including, without limiting the generality of the foregoing, the so-called "Sprain Brook Sewer System", when, as and if said system is ever constructed; the purpose, intent and construction of this Agreement being to accord to the Club the same status, treatment and proportionate monetary charges and payments which shall be applicable to the 67 homes comprising the Edgewood Sewer Extension, no more and no less, with respect to future charges, assessments and imposts for capital improvements, current maintenance and other expenses of all kinds. Neither the Town nor the Edgewood Sewer Extension shall be liable for any of the cost or expense of creating and financing the Canning Sewer Extension and all of such costs (other than the Participation Obligation which may be assessed against the Canning premises and financed by bonds as herein provided) shall be paid by the Club without resort to any issue of public bonds therefor or other public financing by said Canning Extension.

5. Until the organization and financing of the

Canning Sewer Extension shall have been completed, the Club shall pay annual sewer maintenance charges to the Town on the same basis and times as required of homes situated within the Edgewood Sewer Extension and in an amount equal to 23 times the dollar equivalent of the maintenance charge (excluding therefrom all capital assessments relating to the present Edgewood Sewer) levied upon a single home situated with the Edgewood Extension. If the Edgewood Extension abandons the equal unit basis of allocation presently in effect therein, the Club shall pay 23 times the average maintenance charge per single family residence for the 67 homes comprising the Extension. Said maintenance charge shall be paid by the Club in accordance with the practices and procedures adopted by the Town and in effect at the time such installment of maintenance shall have accrued, and the same shall become due and payable upon demand by the Town served upon the Club by ordinary mail addressed to the Club at its address at the head of this Agreement or at such other address for such purpose or any other purpose hereunder as shall have been designated by the Club in writing and received by the Town Clerk. When the Canning Sewer Extension shall have become duly organized, the premises therein shall be charged with and liable to pay the same sum determined in the same manner (namely 23 times the Edgewood Sewer Extension single home maintenance charge) as the annual sewer maintenance charge for said Canning Extension and such payments shall be instituted in such a manner as will avoid any interruption or duplication of such maintenance charges.

6. Upon default in making any payment of mainten-

ance charges hereunder, which shall occur prior to the due organization and financing of the Canning Sewer Extension as contemplated hereunder, and which default shall not have been cured within 30 days from the mailing or other service of any such demand by the Town hereunder, or in the event of any other violation, breach or non-observance of any other term or condition of this Agreement at any time or from time to time hereafter whether in the due payment in full of the \$30,000 Participation Obligation created hereunder or the due creation and financing of the Canning Sewer Extension, or for any other reason whatsoever, then and thereupon the Town shall at any time and from time to time have the right and option to terminate or reduce, in whole or in part, any facilities or benefits of the Edgewood or Canning Sewer Extensions, or both, then utilized by the Club or inuring to Canning's land until such default shall have been cured and appropriate action taken to insure the non-recurrence thereof to the satisfaction of the Town in the exercise of its sovereign discretion. The foregoing shall constitute a supplemental, non-exclusive remedy in addition to all other forms of relief, whether at law, in equity or otherwise, all of which may be resorted to by the Town in any of such events.

7. The Town as grantee with paramount rights therein under the Easement and the Superseding Easement for purposes of the Edgewood Sewer which traverse the leased lands of the Club and were conveyed to the Town by John Canning, Jr. in the form annexed hereto and incorporated herein as Exhibits C and D, respectively, hereby consents to the construction and maintenance by the Club within the area of the Town's said

Easements of certain light construction for use as cabanas and otherwise by the Club and its members and their guests on the following terms and conditions:

- a) No structure shall be erected within the boundaries of the Easements except in accordance with detailed plans which shall bear the endorsement of approval thereon by the Town Engineer and also by the Town Building Inspector and shall be filed with the Town prior to commencement of construction. The granting of such approval shall be reserved to the separate and absolute discretion of each of said Town Officers in the exercise of their independent judgment.
- b) Nothing herein shall dilute, limit or impair the sovereign and paramount rights of the Town in and to said Easements and in particular the superior rights of the Town to construct, reconstruct, replace, operate, maintain, repair, overhaul and otherwise deal in and with existing or future sewerage and drainage lines therein (including, without limitation, the "Sprain Brook Sewer System", when, as and if ever created).
- c) The Town may remove or destroy any structure ever situated upon any part

of the Easements in the exercise of its rights under subparagraph b) above and under no circumstances shall the Town ever be under any liability, expense or obligation to the Club or to any person, corporation or other entity or thing in any manner or forum whatsoever by virtue of the exercise of any of the Town's paramount rights in and to the area constituting the Easements.

- d) No structure, thing or improvement shall be situated upon, nor any change made in, the land comprising the Easements which will in any way impair, endanger, prejudice or increase the cost of, any maintenance, operation, repair, replacement, re-construction, overhaul or other action in connection with any present, contemplated, contingent or future sewerage or drainage lines within the boundaries of the Easements or which will materially, significantly or measurably complicate, jeopardize, dilute, injure or burden the exercise of any rights enjoyed therein by the Town, against all of which events the Club shall, and does hereby expressly, indemnify the Town and hold it harmless.

8. To protect the residents of the Edgewood Sewer

Extension against deterioration, interruption or impairment of their new sewer system which might result from over-intensive use of such facilities by the Club, the Club shall be liable for, and hereby expressly promises to pay to the Town, a Pump Contingency Reserve Fund of \$5,000 payable by the Club as follows: In the event that at any time or from time to time hereafter, until such date as the Edgewood Sewer System shall be connected to the proposed Sprain Brook Trunk Sewer so as to dispense with the necessity for any sewage pumping facilities in the Edgewood Extension, but in any event no later than March 1, 1966, the then Town Engineer shall determine that the sewage pumping facilities serving the Edgewood Sewer System are no longer adequate in his opinion to render optimum service, the Town Engineer shall so advise the Town Board in writing and mail a copy of said notification to the Club at its address as hereinabove first set forth, or at such subsequent address as the Club shall have designated by a notice in writing filed with the Town Clerk. Upon the filing of the aforesaid notice (herein sometimes called the "Contingency Call") by the Town Engineer with the Town Clerk, and the approval of said Call by the Town Board, the Club shall thereupon be fully obligated to pay the sum stated (sometimes herein called a "Pump Contingency Reserve Levy") in the Contingency Call to the Town Comptroller in his office at the Town Hall, Elmsford, New York, for the account of the Edgewood Sewer Extension. Unless the Club pays the stated amount within ten days after said mailing of the Contingency Call, the Town may thereupon declare the Club in default hereunder and take any action authorized hereunder afforded to it for a material breach of this Agreement, including, without

limitation, the disconnection and cancellation of all Club sewer privileges and all other sewer benefits then accorded to all or any part of the premises lying within the Canning Extension or the lands of Canning described in Exhibit B hereto until payment of all sums due under the Contingency Call and satisfactory assurance against the recurrence of any subsequent breach of any provision of this Agreement has been received and determined to be acceptable by the Town. Upon deposit of the funds specified in the Contingency Call with the Town Comptroller, or upon the institution of any action by the Town in any forum to collect said funds from any party or out of any premises liable therefor, the Town Engineer, upon authorization given him by the Town Board, shall be empowered, with or without public competitive bidding and on such other terms and conditions as he alone shall deem appropriate, to purchase such new or used equipment, including, without limiting the generality of the foregoing, machines, pumps, motors, relays, instruments, enclosures and structures therefor and to order and have performed such installations, overhauls and repairs and other work to be made for, upon, or in connection with the Edgewood Sewer Pump System as the then Town Engineer shall deem necessary, advisable or appropriate in the exercise of his arbitrary, completely independent, professional judgment, and the cost of the foregoing until the aggregate amount of all previous and pending Pump Contingency Reserve Levies paid by the Club and not thereafter refunded reach the sum of \$5,000. The amount of any Pump Contingency Reserve Levy not required to be expended by the Town Engineer shall be repaid to the party depositing such funds with the Town upon the certification of satisfactory

completion of the current Contingency Repairs then being concluded by the then Town Engineer, whereupon the refunded balance shall be regarded as never having been levied hereunder. The parties expressly agree that the personal opinion and judgment of the then Town Engineer as to the necessity for Edgewood Sewer System pump repair, overhaul, modification, improvement or expansion shall be absolute and conclusively binding upon the obligors and each guarantor thereof liable in connection with any Pump Contingency Reserve Levy and the same shall be exempt from and unreviewable before any forum, court, agency or person what or whomever, and no contrary judgment of any other engineer or group of engineers, however well-founded or not, may ever be introduced, pleaded or asserted to impeach the obligatory and compulsory authority of the then Town Engineer over the Pump Contingency Reserve Fund and his exclusive right to issue Contingency Calls and impose Pump Contingency Reserve Levies thereunder up to the maximum expended amount of \$5,000, upon any basis whatsoever, until March 1, 1966 or until the connection of the Edgewood Sewer Extension to the Sprain Brook Trunk Sewer dispensing with the need for pumping facilities as aforesaid, whichever of said alternative events shall first occur, and upon which event the authority of the Town Engineer over the Pump Contingency Reserve Fund shall terminate. The obligations of the Club with respect to the Pump Contingency Reserve Fund shall be personally guaranteed by two of the individual principals interested in the success of the Club's ventures, as evidenced by their signatures at the foot of this Agreement. Each of said guarantors

by so endorsing this Agreement absolutely, unconditionally and continually guaranties the full performance by the Club of the provisions of this paragraph, irrespective of the genuineness, validity, regularity or enforceability of any provision hereof or of any modification, change, release, extension, waiver, indulgence or default in connection with this Agreement or any action taken or failure to take action in respect hereof by any party which may otherwise constitute a legal or equitable discharge of said guarantors, and said guarantors and each of them hereby waive diligence, presentment, demand of payment, protest, all notices (whether of non-payment, dishonor, protest, default under this Agreement, any of the matters hereinabove referred to or otherwise) with respect to this Agreement or any security therefor and all demands whatsoever and waive the benefit of all provisions of law which are or might be in conflict with the terms of their guaranty as aforesaid. All of the covenants, conditions and agreements herein contained by the guarantors shall bind their heirs, legal representatives, successors and assigns.

9. This Agreement and all rights and obligations arising thereunder shall run with the lands now leased by the Club and owned by John Canning, Jr., described in Exhibit B hereto, and shall be binding upon and inure to the benefit of all subsequent owners of the said lands or any part thereof traversed by the Town's said Easements or enjoying any benefits of the facilities of the Edgewood Sewer hereunder. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, and cannot be waived,

changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. All the covenants, stipulations, promises, obligations and agreements herein contained by or on behalf of the Club or John Canning, Jr. shall bind their respective successors, heirs, legal representatives and assigns, as the case may be, whether so expressed or not. No course of dealing between the Town and the Club or any successor thereto shall operate as a waiver of any right of the Town and no delay on the part of the Town in exercising any right hereunder shall so operate. This Agreement sets forth the complete understanding between the parties and no other consideration or inducement for the mutual covenants created herein were promised, authorized or offered to the Club or to Canning or to any of their representatives other than as herein specifically set forth, or otherwise expressed in writing over the signature of the Supervisor of the Town or by resolution of the Town Board duly recorded in the Town Minutes. The Club and Canning do hereby expressly covenant that each of them will enter into any further assurances or instruments, to be in form and substance satisfactory in all respects to the Town Attorney, and to be executed so as to be admissible to any public record, forum or purpose, as may be requested by the Town at any time and from time to time hereafter in order to confirm, reiterate, re-issue, preserve, protect or further particularize any of the rights, liens and powers conferred upon the Town under this Agreement.

10. If any particular provision of this Agreement

or the application thereof to any person, property or circumstance is held invalid or ultra vires, the remainder of this Agreement and the application of such provision to other persons, property or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the respective parties hereto have duly executed this Indenture and caused the same to be duly signed by the proper officers of the respective parties and their respective seals affixed as of the day and year first above written.



[Municipal Seal]

TOWN OF GREENBURGH

By Edward N. Vetrano
Edward N. Vetrano, Supervisor

ATTEST:

Elizabeth C. Smith
Elizabeth C. Smith
Town Clerk



[Corporate Seal]

SCARSDALE BATH AND TENNIS CLUB, INC.

By William Keegan
William Keegan, President

ATTEST:

Henry M. Brown
Henry M. Brown, Secretary

[Signature]
Witness

John Canning, Jr. (L.S.)
John Canning, Jr.

INDIVIDUAL GUARANTORS OF CLUB'S \$5,000 FUMP CONTINGENCY RESERVE FUND

William Keegan (L.S.)

Henry M. Brown (L.S.)

Witness as to both:

[Signature]

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the *27* day of *September*, 1959, before me personally came EDWARD N. VETRANO, to me known, who, being by me duly sworn, did depose and say that he resides at No. 107 Rosehill Avenue, Tarrytown, New York; that he is Supervisor of the TOWN OF GREENBURGH, the municipal corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.


Elizabeth C. Smith
Notary Public
Henry Phillips to the State of New York
No. 2564350
Appointed for Westchester County
Commission expires March 31, 1960



STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the 10TH day of September, 1959, before me personally came WILLIAM WOLFSON, to me known, who, being by me duly sworn, did depose and say that he resides at No. Scarsdale Manor South, Scarsdale, New York; that he is President of the SCARSDALE BATH AND TENNIS CLUB, INC., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.


[Notarial Seal]


Notary Public
SEYMOUR GLOGER
Notary Public, State of New York
No. 03-1250350
Qualified in Westchester County
Certs. filed with Co. Clk. & Rec. Westch.
Commission Expires March 30, 1961

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the 11TH day of September, 1959, before me personally came JOHN CANNING, JR., to me known and known to me to be the individual who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same.

[Notarial Seal]


Notary Public
SEYMOUR GLOGER
Notary Public, State of New York
No. 03-1250350
Qualified in Westchester County
Certs. filed with Co. Clk. & Rec. Westch.
Commission Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the 10th day of September, 1959, before me personally came William Wolfson, to me known and known to me to be the individual who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same.



Notary Public

[Notarial Seal]

SEYMOUR GLOGER
Notary Public, State of New York
No. 02-1458859
Qualified in Westchester County
Certs. filed with Co. Clk. & Rec. Westch.
Commission Expires March 30, 1961

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the 10th day of September, 1959, before me personally came George W. Osseman, to me known and known to me to be the individual who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same.



Notary Public

[Notarial Seal]

SEYMOUR GLOGER
Notary Public, State of New York
No. 02-1458859
Qualified in Westchester County
Certs. filed with Co. Clk. & Rec. Westch.
Commission Expires March 30, 1961

EXHIBIT A

Description of Territory of
 Edgewood Extension of North
 Ardsley Sewer District of
 the Town of Greenburgh,
 Westchester County, New York

ALL those certain lots, pieces or parcels of land, together with the buildings and improvements thereon erected and the land lying in the streets and roads therein contained, situate, lying and being wholly located within the Town of Greenburgh, County of Westchester, and State of New York, outside of any incorporated village, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly boundary line of the North Ardsley Sewer District, at the easterly end of the dividing line between Lots 596 and 597, as shown on a subdivision map of "Section C, Huntley Estates at Hartsdale", filed in the office of the County Clerk of Westchester County, Division of Land Records as Map No. 7825; running thence along the northerly boundary line of the North Ardsley Sewer District the following courses and distances: North 43° 50' 30" West 100.00 feet; North 5° 37' 25" West 63.64 feet; North 43° 50' 30" West 100.00 feet; South 46° 09' 30" West 100.00 feet; North 43° 50' 30" West 100.00 feet; North 40° 03' 27" West 92.94 feet; North 85° 39' 30" West 123.44 feet; and North 40° 20' 30" East 141.47 feet to the northwesterly corner of Lot 679, as shown on a subdivision map of "Section B, Huntley Estates at Hartsdale", filed in the office of the County Clerk of Westchester County, Division of Land Records, as Map No. 7854; thence along the northerly side of said lot South 81° 50' East 21.98 feet to the southwesterly corner of Lot 717, as shown on a subdivision map of "Section A, Huntley Estates at Hartsdale", filed in the office of the County Clerk of Westchester County, Division of Land Records, as Map No. 7826; running thence along the line forming the westerly line of Lots 717 to 711 inclusive, in said Section "A", and said line extended, North 4° 20' 30" East 652.66 feet to the center line of Secor Road; thence along the center line of Secor Road, South 80° 19' 50" East 435.56 feet, and South 86° 21' 30" East 773.02 feet to a point in line with the easterly line of Lot 610, as shown on said subdivision map of "Section C, Huntley Estates at Hartsdale", running thence to the northeasterly corner of Lot 610, and along the easterly line of Lots 610 to 597, inclusive, in said Section "C", South 16° 58' West 262.94 feet and South 46° 09' 30" West 1018.99 feet to the point or place of beginning.

Be the said dimensions more or less.

EXHIBIT B

Description of Lands Leased
By Scarsdale Bath Club From
John Canning, Jr.

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the intersection of the northeasterly side of Heatherdell Road and Sprain Brook Parkway; thence along Heatherdell Road the following courses and distances:

North 77° 53' 00" West 56.03 feet;
North 73° 28' 00" West 43.63 feet;
North 59° 16' 50" West 113.12 feet;
North 64° 41' 00" West 69.20 feet;
North 80° 45' 10" West 152.88 feet;
North 49° 20' 10" East 1,010.84 feet;
North 17° 14' 40" East 1,005.00 feet;
South 80° 25' 50" East 999.49 feet to
the north side of the Parkway;

thence along Sprain Brook Parkway on a curve to the right with a radius of 1,149.92 feet for a distance of 346.44 feet; thence South 49° 17' 40" West 400.62 feet; thence South 6° 17' 40" West 210 feet; thence South 43° 57' 40" West 1,340.00 feet to the point or place of beginning.

Be the said dimensions more or less.

Addendum to Exhibit B

BEING the same premises conveyed by GERZIM ESTATES, INC. to JOHN CANNING, JR. by Deed dated July 14, 1941 and recorded in the Westchester County Clerk's Office (Division of Land Records) in Liber 3929 of Conveyances, at Page 165 on July 17, 1941.

EXCEPTING from the aforesaid premises that portion thereof (sometimes called the "Anthony Parcel") conveyed by JOHN CANNING, JR. to ROBERT STEPHEN ANTHONY by Deed dated September 9, 1952 and recorded in the Westchester County Clerk's Office (Division of Land Records) in Liber 5134 of Conveyances, at Page 115 on September 10, 1952.

SAID premises, excluding therefrom the said Anthony Parcel, constituting the lands presently owned by JOHN CANNING, JR.

(Continued on overleaf)

and leased to the SCARSDALE BATH AND TENNIS CLUB, INC. which are part of the subject matter of this instrument consisting of substantially the following:

ALL that certain plot, piece or parcel of land, together with the buildings and improvements erected thereon, and all rights, privileges, powers, immunities and easements inuring thereto, situate lying and being in the Town of Greenburgh, County of Westchester, State of New York:

BEGINNING at a point on the northerly line of lands of the County of Westchester, known as Sprain Brook Parkway, where the same is intersected by the northeasterly boundary line of land now or formerly of Robert Stephen Anthony as acquired by a deed from John Canning, Jr., dated September 9th, 1952, recorded in the Office of the County Clerk of Westchester County, Division of Land Records, on September 10th, 1952, in Liber 5134 of Conveyances, page 115, said point of beginning being distant North $43^{\circ} 57' 40''$ East 272.43 feet from a monument at the intersection of the southeasterly corner of said lands so conveyed by the aforementioned deed with the northeasterly side of Heatherdell Road; running thence along the last mentioned northeasterly boundary line of Anthony, North $46^{\circ} 02' 20''$ West 344.66 feet to lands now or formerly of the Westchester Lighting Co., and formerly of Gerzim Estates, Inc.; thence running along lands formerly of Gerzim Estates, Inc., North $49^{\circ} 20' 10''$ East 551.65 feet and North $17^{\circ} 14' 40''$ East 1005.00 feet to a corner in said land; thence still running along said other lands now or formerly of Gerzim Estates, Inc., South $80^{\circ} 25' 50''$ East 999.49 feet to the northerly line of lands of the County of Westchester known as Sprain Brook Parkway; thence running along said lands last mentioned in a southwesterly direction on an arc of a curve bearing to the right having a radius of 1149.92 feet and a central angle of $17^{\circ} 15' 42''$ a distance of 346.44 feet to a point; thence still running along said lands last mentioned, the following courses and distances: South $49^{\circ} 17' 40''$ West 400.62 feet, South $6^{\circ} 17' 40''$ West 210.0 feet and South $43^{\circ} 57' 40''$ West 1067.57 feet to the point or place of beginning.

TOGETHER with and subject to an easement in common with others over the existing driveway running from Heatherdell Road through premises and premises adjoining as set forth in Liber 3929 of Conveyances, page 165.

BEING the same premises, more or less, as those described in the Deed executed on July 14, 1941, between Gerzim Estates, Inc., as Vendor, and John Canning, Jr., as Vendee, and filed in the Westchester County Clerk's Office, Division of Land Records in Liber 3929 at page 165, less that portion which was transferred to Robert Stephen Anthony.

Be said dimensions more or less and as the same may stand to be corrected by a true, correct and complete survey as of the date of this instrument.

EXHIBIT C

Original Easement Granted to the Town of Greenburgh by John Canning, Jr. and Recorded in the Westchester County Clerk's Office (Division of Land Records) on February 27, 1958 in Liber 578⁴ of Deeds, at Page 239.

KNOW ALL MEN BY THESE PRESENTS:

That, JOHN CANNING, JR., residing on Heatherdell Road (no street number), Town of Greenburgh, New York, party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR, in hand paid by the TOWN OF GREENBURGH, a municipal corporation having its principal offices in the Town Hall, Tarrytown Road, Elmsford, New York, party of the second part, and for other and valuable considerations, the receipt of each of which is hereby acknowledged, has bargained, sold, granted and conveyed, and by these presents does bargain, sell, grant and convey unto the party of the second part, its successors and assigns, a perpetual easement, privilege or right of way (hereinafter sometimes collectively referred to as the "Easement") to lay, maintain, operate and repair a sanitary sewer or sewers and a pipe or pipes for storm and ground water drainage purposes over, through, under, across and upon the following described property in the Town of Greenburgh, County of Westchester, and State of New York, namely:

345.00 feet South 80° 25' 50" East from the Northerly corner of the parcel of land described in a Deed granted by Grezin Estates, Inc. to John Canning, Jr., and recorded in the Westchester County Clerk's Office, Division of Land Records, on July

LIBER 5950 PAGE 358

17, 1941 in Liber 3929 of Deeds, at Page 165 (said Northerly corner of said parcel being the intersection of a line the course of which is North 17° 14' 40" East for a distance of 1005.00 feet, with a line the course of which is South 80° 25' 50" East for a distance of 999.49 feet), and proceeding from the aforesaid point of beginning the following courses and distances:
South 80° 25' 50" East 15.30 feet;
South 21° 02' 40" West 139.04 feet;
South 79° 38' 30" West 229.66 feet;
South 17° 09' 30" West 216.58 feet;
North 84° 20' 30" West 124.55 feet;
North 17° 14' 40" East 15.32 feet;
South 84° 20' 30" East 139.37 feet;
North 17° 09' 30" East 213.42 feet;
North 79° 39' 30" East 230.34 feet;
North 21° 02' 40" East 127.58 feet
to the point or place of beginning.

Said Easement and all other rights and obligations shall run with the land and be binding upon all subsequent owners thereof.

Dated: Hartsdale, New York
November 2, 1957.

/s/ JOHN CANNING, JR. (L.S.)
John Canning, Jr.

Witness:

/s/ Lille Canning

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On this 2nd day of November, 1957, before me personally appeared JOHN CANNING, JR., to me personally known and known to me to be the individual who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same.

[Notarial Seal]
Seymour Gloger
Notary Public, State of New York
No. 03-1458850
Qualified in Bronx County
Certs. filed with Co. Clk. & Reg. Ex.
Commission Expires March 30, 1959

/s/ SEYMOUR GLOGER

EXHIBIT D
SUPERSEDING EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, JOHN CANNING, JR., residing on Heatherdell Road (no street number), Town of Greenburgh, New York, party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR, in hand paid by the TOWN OF GREENBURGH, a municipal corporation having its principal offices in the Town Hall, Tarrytown Road, Elmsford, New York, party of the second part, and for other and valuable considerations, the receipt of each of which is hereby acknowledged, has bargained, sold, granted and conveyed, and by these presents does bargain, sell, grant and convey unto the party of the second part, its successors and assigns, a perpetual easement, privilege or right of way (hereinafter sometimes collectively referred to as the "Easement") to lay, maintain, operate and repair a sanitary sewer or sewers and a pipe or pipes for storm and ground water drainage purposes over, through, under, across and upon the following described property in the Town of Greenburgh, County of Westchester, and State of New York, namely:

BEGINNING at a point on the northerly boundary line between the lands of the grantor hereinafter referred to and lands now or formerly of The Consolidated Edison Company of New York, Inc. (successor to Westchester County Lighting Company), which point of beginning is 337.35 feet South 80° 25' 50" East (all of the courses and bearings herein being taken from Magnetic rather than True North) from the Northerly corner of the parcel of land described in a Deed granted by Gerzim Estates, Inc. to John Canning, Jr., and recorded in the Westchester County Clerk's

Office, Division of Land Records, on July 17, 1941 in Liber 3929 of Deeds, at Page 165 (said Northerly corner of said parcel being the intersection of a line the course of which is North $17^{\circ} 14' 40''$ East for a distance of 1,005.00 feet, with a line the course of which is South $80^{\circ} 25' 50''$ East for a distance of 999.49 feet), and proceeding from the aforesaid point of beginning the following courses and distances:
 South $80^{\circ} 25' 50''$ East 15.30 feet along the aforesaid northerly boundary line;
 South $21^{\circ} 02' 40''$ West 139.04 feet;
 South $79^{\circ} 39' 30''$ West 229.65 feet;
 South $17^{\circ} 09' 30''$ West 216.58 feet;
 North $84^{\circ} 20' 30''$ West 139.87 feet;
 North $17^{\circ} 14' 40''$ East 15.32 feet;
 South $84^{\circ} 20' 30''$ East 124.55 feet;
 North $17^{\circ} 09' 30''$ East 225.42 feet;
 North $82^{\circ} 22' 09''$ East 225.05 feet;
 North $21^{\circ} 02' 40''$ East 127.58 feet
 to the point or place of beginning.

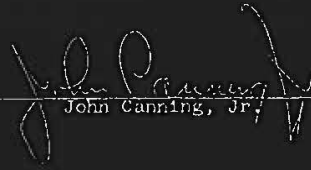
The foregoing is intended to be, and shall be deemed to comprise, constitute and form, an easement correcting certain inadvertent errors of description and also supplementing, amplifying, clarifying, extending, expanding and increasing as a single contiguous parcel of land, that certain Easement (herein sometimes referred to as the "Original Easement") granted to the Town of Greenburgh by the undersigned under date of November 2, 1957 and recorded in the Westchester County Clerk's Office, Division of Land Records, on February 27, 1958 in Liber 5784 of Conveyances, at Page 237; and the aforesaid Original Easement is hereby corrected, supplemented, extended, expanded, modified and superseded and supplanted in its entirety by this Easement as of the date of execution thereof to comprise and contain the premises hereinabove specifically described, all with the same force and effect as though this instrument were originally executed and recorded in the place and stead of said Original Easement as

aforesaid.

Said Easement and all other rights and obligations shall run with the land and be binding upon all subsequent owners thereof.

The grantor acknowledges receipt of \$1.00 as full and conclusively paid consideration for the foregoing Easement and all rights or privileges heretofore or hereafter ever exercised or asserted in connection therewith by the grantee and its instrumentalities, agents and subordinate districts, and no sum, duty or obligation is or ever shall be owing from the grantee or its successors or assigns to the grantor for the acquisition of said Easement or any construction, maintenance, repair or other activities, or otherwise, in connection with said Easement, or any consequential damages to any premises of the grantor, except as may, subsequent to the date hereof, be expressly agreed to in writing by the grantee over the signature of its then Supervisor or other principal elected executive officer having jurisdiction in the premises. No course of dealing, oral agreement, representation or understanding, nor any waiver or lesser written instrument entered into by the grantee except under the signature of its Supervisor as aforesaid may ever relax, release, discharge or weaken the terms of this instrument or the rights of the grantee thereunder.

Dated: Ardsley, New York
September 11, 1959.


John Canning, Jr. (L.S.)

Witness:



LEED 5950 PAGE 362

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this 11th day of September, 1959, before me personally appeared JOHN CANNING, JR., to me personally known and known to me to be the individual who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same.



Notary Public

SEYMOUR GLOGER
Notary Public, State of New York
No. 03418850
Qualified in Westchester County
Cert. filed with Co. Clk. & Reg. Westch.
Commission Expires March 30, 1961

[Notarial Seal]

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF GREENBURGH County of Westchester, N. Y. A true copy of the original SEWER CONNECTION & EASEMENT CONSENT AGMT. RECORDED SEPT. 25, 1959 at 9:25 AM at request of OFFICE OF TOWN ATTORNEY, TOWN OF GREENBURGH, ELMSFORD, N. Y. EDWARD L. WILKINSON, County Clerk.
FEE: \$ 66.40 No. 38346

EXHIBIT F



EASEMENT LEGAL DESCRIPTION

ALL THAT CERTAIN EASEMENT OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF ARDSLEY, COUNTY OF WESTCHESTER, STATE OF NEW YORK, SAID BEING PART OF SECTION 6.40, BLOCK 17, LOTS 1.1 & 1.2, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT PARCEL SAID POINT BEING ON THE NORTHERLY SIDELINE OF HEATHERDELL ROAD NORTH 80°28'45" WEST A DISTANCE OF 2.02 FEET FROM THE DIVISION LINE OF LOTS 1.1 & 1.2; RUNNING THENCE

NORTH 43°31'24" EAST FOR A DISTANCE OF 88.26 FEET TO A POINT OF CURVATURE; THENCE

ON A CURVE TO THE LEFT, HAVING A RADIUS OF 72.00 FEET WITH AN ARC LENGTH OF 52.60 FEET TO A POINT OF TANGENCY; THENCE

NORTH 01°40'09" EAST FOR A DISTANCE OF 111.77 FEET TO A POINT OF CURVATURE; THENCE

ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 108.00 FEET WITH AN ARC LENGTH OF 73.60 FEET TO A POINT OF TANGENCY; THENCE

NORTH 40°42'49" EAST FOR A DISTANCE OF 55.04 FEET TO A POINT THE NORTHERLY PROPERTY LINE OF THE LANDS NOW OR FORMERLY RICHARD GREENSPAN TRUST (SECTION 6.40, BLOCK 17, LOTS 1.1 & 1.2); THENCE

ALONG SAID PROPERTY LINE SOUTH 61°50'05" EAST FOR A DISTANCE OF 16.39 FEET TO A POINT; THENCE

LEAVING SAID PROPERTY LINE SOUTH 40°42'49" WEST FOR A DISTANCE OF 58.60 FEET TO A POINT OF CURVATURE; THENCE

ON A CURVE TO THE LEFT, HAVING A RADIUS OF 92.00 FEET WITH AN ARC LENGTH OF 62.69 FEET TO A POINT OF TANGENCY; THENCE

SOUTH 01°40'09" WEST FOR A DISTANCE OF 111.77 FEET TO A POINT OF CURVATURE; THENCE

ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET WITH AN ARC LENGTH OF 64.28 FEET TO A POINT OF TANGENCY; THENCE

SOUTH 43°31'24" WEST FOR A DISTANCE OF 77.47 FEET TO A POINT ON THE NORTHERLY SIDELINE OF HEATHERDELL ROAD; THENCE

ALONG SAID SIDELINE NORTH 80°28'45" WEST FOR A DISTANCE OF 19.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,048 SQUARE FEET



Corporate Office

70 Pleasant Hill Road, PO Box 37 | Mountainville, NY 10953
845.534.5959 Tel | 845.534.5999 Fax

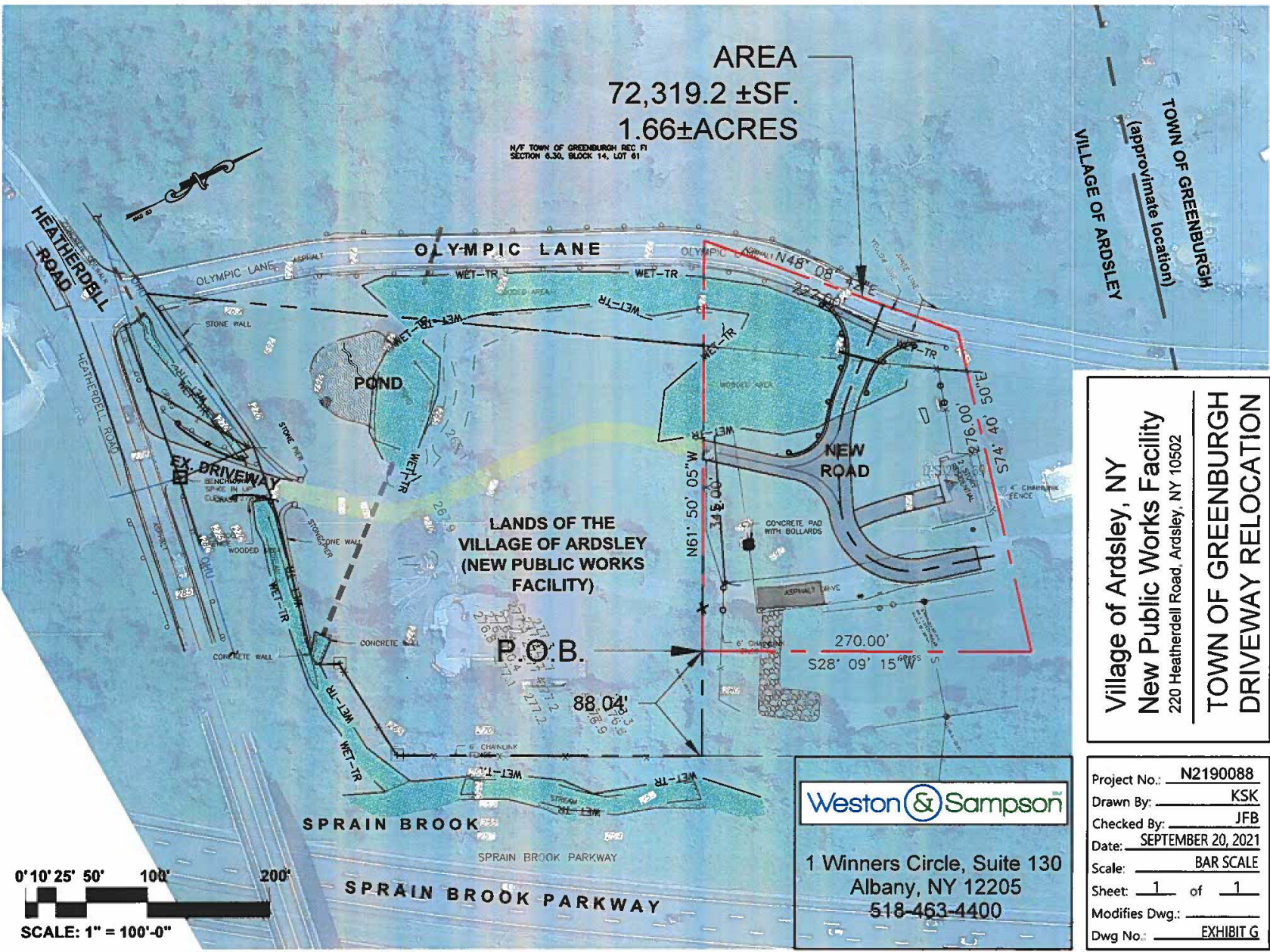
tectonicengineering.com
Equal Opportunity Employer

EXHIBIT G

AREA
72,319.2 ±SF.
1.66±ACRES

N/4 TOWN OF GREENBURGH REC P1
SECTION 6.30, BLOCK 14, LOT 61

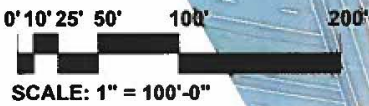
TOWN OF GREENBURGH
(approximate location)
VILLAGE OF ARDSLEY



Village of Ardsley, NY
New Public Works Facility
220 Heatherdell Road, Ardsley, NY 10502
TOWN OF GREENBURGH
DRIVEWAY RELOCATION

Project No.: N2190088
Drawn By: KSK
Checked By: JFB
Date: SEPTEMBER 20, 2021
Scale: BAR SCALE
Sheet: 1 of 1
Modifies Dwg.:
Dwg No.: EXHIBIT G

Weston & Sampson
1 Winners Circle, Suite 130
Albany, NY 12205
518-463-4400



Greenburgh Temporary Easement Legal Description

ALL THAT CERTAIN LAND SITUATE, LYING AND BEING IN THE VILLAGE OF ARDSLEY, COUNTY OF WESTCHESTER, STATE OF NEW YORK, BEING ADJACENT TO SECTION 6.40, BLOCK 17, LOTS 1.1 AND 1.2, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEASTERLY DIVIDING LINE BETWEEN LANDS OF THE VILLAGE OF ARDSLEY AND LANDS OF THE TOWN OF GREENBURGH, SAID POINT BEING NORTHWESTERLY FROM THE EASTERNMOST CORNER OF THE LANDS OF THE VILLAGE OF ARDSLEY, NORTH 61°50'05" WEST A DISTANCE OF 88.04 FEET TO THE POINT AND PLACE OF BEGINNING, RUNNING THENCE

NORTH 61°50'05" WEST FOR A DISTANCE OF 345.00 FEET TO A POINT; THENCE

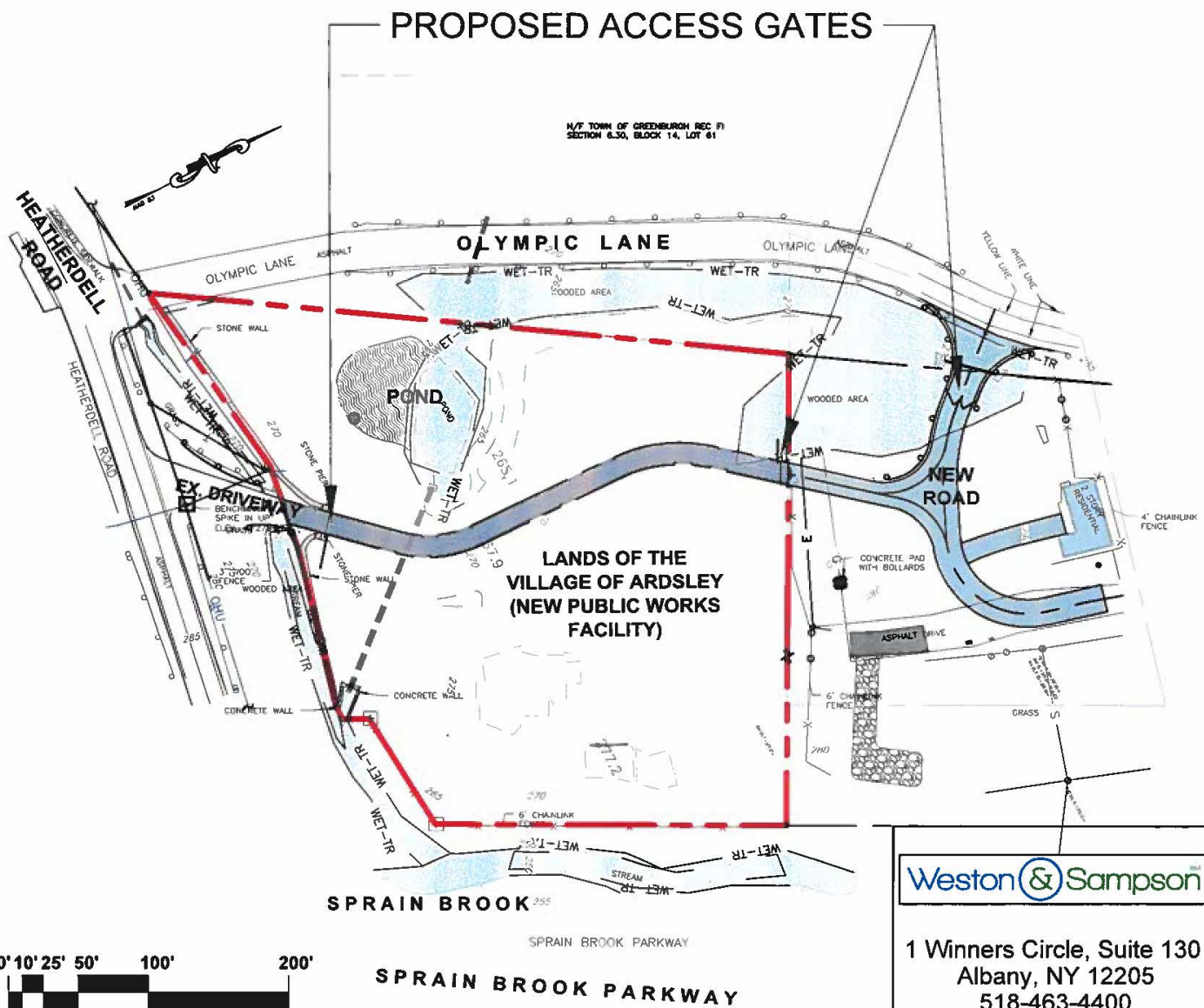
NORTH 48°08'42" EAST FOR A DISTANCE OF 222.00 FEET TO A POINT' THENCE

SOUTH 74°40'50" EAST FOR A DISTANCE OF 276.00 FEET TO A POINT; THENCE

SOUTH 28°09'15" WEST FOR A DISTANCE OF 270.00 TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1.66 ACRES PLUS OR MINUS.

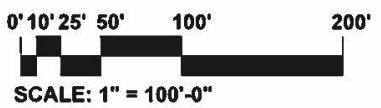
EXHIBIT H



N/4 TOWN OF GREENBURGH SEC 17
SECTION 6.30, BLOCK 14, LOT 61

TOWN OF GREENBURGH
(approximate location)
VILLAGE OF ARDSLEY

Village of Ardsley, NY
New Public Works Facility
220 Heatherdell Road, Ardsley, NY 10502
TOWN OF GREENBURGH
DRIVEWAY RELOCATION



Weston & Sampson
1 Winners Circle, Suite 130
Albany, NY 12205
518-463-4400

Project No.: N2190088
Drawn By: KSK
Checked By: JFB
Date: SEPTEMBER 20, 2021
Scale: BAR SCALE
Sheet: 1 of 1
Modifies Dwg.:
Dwg No.: EXHIBIT H

**RESOLUTION AUTHORIZING THE VILLAGE BOARD OF TRUSTEES TO
APPROVE A STIPEND FOR THE CONFIDENTIAL SECRETARY TO THE
VILLAGE MANAGER**

WHEREAS, the Village has been unable to find a part – time communications director with the commensurate knowledge of the needs of the Board and Community;

WHEREAS, the need for information from the Village in a timely and transparent manner is necessary to meet the needs of the Community;

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;

WHEREAS; the Confidential Secretary is the best suited to initiate such actions;

NOW, THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby authorizes a stipend of \$25, 000 for one year to be paid pro rata at each pay period commencing on November 4, 2021.

**RESOLUTION SCHEDULING A PUBLIC HEARING TO
DISCUSS CHAPTER 200-82H OF THE CODE OF THE VILLAGE OF
ARDSLEY ENTITLED “PUBLIC DONATION BINS”**

RESOLVED, that the Village Board of the Village of Ardsley hereby schedules a public hearing on Monday, November 1, 2021 to discuss Chapter 200-82H of the Code of the Village of Ardsley entitled “Public Donation Bins”.

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.

- (1) 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 Town 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

**RESOLUTION APPOINTING NEW VILLAGE MANAGER
JOSEPH L. CERRETANI**

Resolved, that the Village Board of the Village of Ardsley hereby appoints Joseph L. Cerretani residing at 2364 Ridge Street, Yorktown Heights, New York 10598 as Village Manager, effective Monday, November 22, 2021.

Be it further resolved that Joseph L. Cerretani is appointed Village Manager effective November 22, 2021 at the annual salary of \$149,000.00

**RESOLUTION REGARDING EMPLOYMENT CONTRACT
WITH NEW VILLAGE MANAGER JOSEPH L. CERRETANI**

Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Mayor to execute an employment agreement with incoming Village Manager Joseph L. Cerretani residing at 2364 Ridge Street, Yorktown Heights, New York, 10598 for a one year term commencing November 22, 2021, and renewable for each year thereafter at the annual Reorganization Meeting.

EMPLOYMENT AGREEMENT

This Agreement is made as of the 18th day of October, 2021, between the Village of Ardsley, with offices at 507 Ashford Avenue, Ardsley, New York 10502, (hereinafter the "Employer" or "Village") and Joseph L. Cerretani, residing at 2364 Ridge Street, Yorktown Heights, New York 10598 (hereinafter "Mr. Cerretani" or "Employee") pursuant to these terms and conditions:

- A. Whereas, the Village wishes to employ the services of Joseph L. Cerretani as Village Manager of the Village of Ardsley; and
- B. Whereas, the Village and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of Employee by the Village; and
- C. Whereas, Employee agrees to accept employment as Village Manager of said Village under the terms and conditions set forth herein.

Now, Therefore, the Village and Employee agree to the following:

- I. **Duties.** The Village agrees to employ Employee as the Village Manager and Chief Administrative Officer of the Village of Ardsley to perform all duties as specified by law and to perform such other proper duties as assigned by the Village Board of Trustees (hereinafter "Board of Trustees"). Employee's appointment as Village Manager and Chief Administrative Officer shall commence and be effective on November 22, 2021 (hereinafter "Effective Date") and is subject to approval by the Westchester County Department of Human Resources (Civil Service).

Employee understands and agrees that the position(s) of Village Manager and Chief Administrative Officer are Exempt positions under Civil Service Law and rules, and that such position(s) are further considered Exempt from overtime pursuant to the Fair Labor Standards Act. Employee shall not be eligible for overtime, including compensatory time, for the performance of his Village duties.

Employee understands and agrees that he serves at the pleasure of the Board of Trustees, subject to the terms of this Agreement.

- 2. **Compensation.** The "Base Salary" compensation of Employee shall be One Hundred Forty-Nine Thousand and 00/100 Dollars (\$149,000.00) per annum commencing on the Effective Date. The Board of Trustees shall review Employee's performance at least once each year, including during its regular budgeting process, to determine future salary increases.
- 3. **Term.** The Term of this Agreement shall run from the Effective Date until termination hereof as set forth in Paragraph "7" below.
- 4. **Automobile, Dues, Subscriptions, Professional Development, Technology.**
 - a. Employee shall receive an annual "automobile allowance" in the amount of Six Thousand and 00/100 Dollars (\$6,000.00), payable to him in such installments as the Board of Trustees shall deem advisable, above and beyond his Base Salary. The Employee shall be responsible for all costs relating to the operation and maintenance of his own vehicle, including gasoline and insurance, above and beyond such automobile allowance.
 - b. The Village agrees to pay reasonable professional dues and subscriptions of Employee as such may be necessary for his continuation and full participation in national, regional, state and local associations and organizations that are deemed necessary and desirable for his continued professional participation, growth and advancement and for the good of the Village.
 - c. The Village agrees to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Village, including but not limited to the annual conferences of the

International City Management Association, the New York State City/County Municipal Management Association, the Municipal Administrators Association, and such other national, regional, state and local government groups and committees thereof which Employee or the Village serves as a member or officer. Employee has advised the Village that certain travel expenses for such associations are paid by the association and shall not be the Village's responsibility.

- d. The Village shall provide Employee with an office computer, printer, fax/modem, cell phone (which shall remain the sole property of the Village and may be requested by the Village at any time, and which shall be used to conduct all Village business), and a laptop computer, at no cost to Employee.

5. Hospitalization & Insurance and Benefits.

- a. Hospitalization and Major Medical, Dental Coverage, Vision Coverage, Bereavement Leave, Jury Duty Benefits, Life Insurance Coverage, and Disability Benefits shall be provided to Employee by the Village in such amounts and on such terms as such plans and coverages/benefits as provided to all non-union Village employees. These plans and/or coverages/benefits are subject to future changes by the Board of Trustees. Currently, the non-union employee contribution towards health insurance coverage is two percent (2%) of salary for Family Plan coverage or one percent (1%) of salary for Individual Plan coverage. The Employee shall be required to make such contribution as a condition to his receipt of health insurance coverage. Alternatively, provided that he demonstrate proof to the Village of valid alternate health insurance coverage, Employee may opt-out of health insurance coverage through the Village and, in lieu thereof, receive from Village the sum of Five Thousand and 00/100 Dollars (\$5,000.00) upon signing, and in exchange for, an "employee waiver" of such coverage. All insurance coverages are subject to the terms and conditions of the selected plan(s).
- b. If Employee completes twenty (20) consecutive years of service to the Village, Employee shall be entitled to payment of retiree health insurance premiums by the Village on the same terms and amounts as provided by the Village to non-union Village employees from year-to-year during retirement. This coverage shall include "family coverage" in retirement, provided, however, that the Employee's spouse and eligible dependents, if any, will be required to pay the cost of continued coverage after the death of Employee. There shall be no surviving spouse or dependent coverage. All insurance coverages are subject to the terms and conditions of the selected plan(s).

6. Vacation, Sick Leave, Personnel Days, Bereavement Leave, Holidays, Jury Duty, Retirement, Longevity.

- a. Employee shall be provided with twenty (20) vacation days per year during the first year and second year of employment. Employee shall be entitled to twenty-five (25) days vacation per year upon reaching his third year of employment.
- b. During the first two (2) years of employment, Employee may carryover up to five (5) unused vacation days into the following year, and thereafter, upon extenuating circumstances to be approved by the Board of Trustees in its sole discretion, unused vacation days may be carried over for up to six (6) months into the following year, and if not taken within that period, they are forfeited.
- c. Employee shall accrue twelve (12) sick days per year for use during personal illness to be accumulated to a maximum of one hundred seventy-five (175) days. Employee shall be paid for one-half (50%) of his accumulated unused sick leave upon retirement or termination. In the event of his death, payment shall be made to the Employee's beneficiary or estate.
- d. Employee shall be entitled to five (5) personal days per year. Unused personal days at the end of the fiscal year shall be credited to his accumulated sick leave on May 31st of that fiscal year.

- e. Employee may take up to four (4) consecutive bereavement days off for the death of a member of his immediate family, which is defined as: spouse, child, mother, father, parents-in-law, grandparents, brother, or sister.
- f. Employee is entitled to Holidays on such days designated by the Board of Trustees. These days currently include: New Year's Day, Martin Luther King, Jr. Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, one-half (1/2) day for Christmas Eve, Christmas Day, one half (1/2) day for New Year's Eve.
- g. Employee shall be granted leave with pay for jury duty provided that payments for such duty are turned over to the Village. Any reimbursement for transportation and meals will be retained by the Employee. If Employee reports for jury duty and is excused from serving before noon, he must report for work for the afternoon according to his work schedule. However, the combination of jury duty and Village work shall not amount to more than one normal workday.
- h. The Employee shall not be entitled to any longevity payments.

7. Termination and Severance Pay.

- a. Either the Village or Employee may terminate this Agreement at any time for Cause or Without Cause by providing sixty (60) days advance written notice. Said notice may be personally given (deemed given when personally delivered) to the Employee or Village Mayor, or by Certified Mail/Return Receipt Requested (deemed given on three (3) business days after mailing), or by nationally recognized overnight carrier (deemed given when delivered). The sixty (60) day notice requirement, upon the request of the Employee, may be waived in writing by the Village Mayor. In addition, the Village may, at its sole discretion, place Employee on paid administrative leave at any time, including during the sixty (60) day notice period set forth in this Paragraph.
- b. If Employee is terminated by the Village for any reason, in addition to any unpaid salary, Employee shall receive his entitlement to accumulated sick leave and personal days, as set forth in Paragraph 6(c) and 6(d) of this Agreement, and accrued but unused vacation time, and shall be eligible for COBRA benefits as provided by law. No other payments or payouts for unused accrued time shall be provided.
- c. If Employee is terminated by the Village Without Cause, including at the end of any applicable term, Employee shall receive a payment for one hundred twenty (120) days' severance pay (payable at his straight time daily rate) upon his departure, as well as Employee's regular compensation during the sixty (60) day notice period.
- d. If Employee's employment is terminated by his Death, Employee's Estate shall be paid Employee's accrued but unused vacation and sick (including personal day accrual) pay, and his heirs may be entitled to COBRA as provided by law.
- e. If Employee's employment is terminated For Cause or by Employee voluntarily, then he shall not receive Severance payments.
- f. For purposes of this Agreement, "Cause" shall mean serious misconduct, dereliction of duty, conviction of or plea to a criminal offense, engaging in outside employment without the advance consent of the Board of Trustees (which may be granted or withheld in the Board's sole discretion), or engaging in conduct which is detrimental to the Village and/or in violation of federal or state law and/or in violation of the Village Code or policies, including the Code of Conduct of the Village as such presently exists or as may hereafter be adopted.

8. Retirement. Should Employee contemplate retirement, he shall submit a letter of resignation for the purpose of retirement with at least one hundred twenty (120) days' notice to the Village. Employee is aware that the New York State and Local Employees' Retirement System requires notification at least thirty (30) days before the retirement date.

9. No Reduction of Benefits. Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee.

10. Indemnification. Except to the extent prohibited by law, the Village will defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as Village Manager, provided the underlying acts are within the scope of Employee's employment and that Employee has not exceeded the scope of his authority and duties, or acted unlawfully or with gross negligence, the Village will be empowered to compromise and settle any such claim or suit on such basis as it deems appropriate and will pay the amount of any settlement or judgment.

11. General Provisions.

- a. The text herein shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.
- c. If any provision, or any portion thereof, contained in this Agreement be held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village Board of Trustees has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first-above written.

The Village of Ardsley, Employer, by:

Nancy Kaboolian, Mayor
Village of Ardsley

Joseph L. Cerretani, Employee:



**RESOLUTION AUTHORIZING THE INTERIM VILLAGE MANAGER TO SIGN
AN INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY –
POSITIVE YOUTH DEVELOPMENT PROGRAM**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Interim Village Manager to sign an inter-municipal agreement with Westchester County –Positive Youth Development Program at Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 for the period of January 1, 2021 through December 31, 2021.

YTH2119 / Village of Ardsley

INTERMUNICIPAL AGREEMENT

THIS INTER MUNICIPAL AGREEMENT (“Agreement”), made the ____ day of _____, 20____, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the “County”),
and

VILLAGE OF ARDSLEY, a municipal corporation of the State of New York, having an office and place of business at 507 Ashford Avenue, Ardsley, New York 10502 (hereinafter referred to as the “Municipality”).

WITNESSETH:

WHEREAS, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled “Ardsley Teen Center” (the “Program”); and

WHEREAS, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The Municipality shall provide the Program, as more fully described in Schedule “A” attached hereto and made a part hereof. In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed One Thousand Six Hundred Forty Two (\$1,642.00) Dollars, as budgeted in accordance with Schedule “B,” which is attached hereto and made a part hereof, payable upon full contract execution and approval of the same as to form and manner by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards

established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and its elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

THIRD: The term of this Agreement will commence January 1, 2021 and terminate December 31, 2021, unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend

that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

To the County: Executive Director – Youth Bureau
 112 E. Post Road, 3rd floor
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

to the Municipality: Village of Ardsley

YTH2119 / Village of Ardsley

507 Ashford Avenue
Ardsley, NY 10502

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

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

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

NINTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

YTH2119 / Village of Ardsley

TENTH: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ELEVENTH: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

TWELFTH: The Agreement shall not be enforceable unless signed by the parties and approved as to form and manner by the Office of the County Attorney.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

VILLAGE OF ARDSLEY

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2021 - 160.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

YTH2119 / Village of Ardsley

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2020, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Notary Public

YTH2119 / Village of Ardsley

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

On this ___ day of _____, 2020, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly
sworn did depose and say that he, the said _____
resides at _____, and that he/she is
the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

**WESTCHESTER COUNTY YOUTH BUREAU
AGENCY - PROGRAM PROFILE**

PROGRAM TITLE: Ardsley Teen Center Homework Helpers

PROJECTED TOTAL PROGRAM ENROLLMENT 25
PROGRAM SUMMARY: Ardsley High School students who are highly proficient in academic subjects including math, science, social studies, language arts and selected foreign languages will assist Ardsley Middle School students with homework in the aforementioned subjects. The High School students will also assist the Middle School students with studying for exams. Students will all meet at the Ardsley Community Center in a quiet and relaxed atmosphere conducive to academic success. Both High School and Middle School students attendance records will be kept. High School students will provide an assessment for each student at every session, and each student will assess their tutor at every session. Report card grades will be checked throughout the year. High School students may offer quizzes during the program. Middle School student performance will be evaluated at the end of the academic year.

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Muni	18 Center St Ardsley NY 10502	92nd	35th	Ardsley	Greenburgh

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: <i>(Enter number participants per gender)</i>				MALE	15	FEMALE	10
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	16	BLACK OR AFRICAN AMERICAN	3	HISPANIC OR LATINO	2	
	AMERICAN INDIAN OR ALASKAN NATIVE	0	ASIAN	4			
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	0	TWO OR MORE RACES	0			

AGES	0-4	5-9	10-14	15-17	18-20	21+
	0	0	10	13	2	0

IS TARGET POPULATION SERVING DISCONNECTED YOUTH:	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
<i>(Enter number of participants per population described)</i>		
IF "YES",	Youth aging out of foster care _____	Children of incarcerated parents _____
	Youth in the juvenile justice system who re-enter the community _____	Runaway and Homeless Youth _____

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

Trained staff will provide a psychologically safe environment for students, and monitor student to student and staff to student interactions. Positive reinforcement learning techniques will be used.

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

Setting will be limited to the Community Center. Trained staff will ensure appropriate boundaries of behavior for students and staff. Guidance will be age appropriate for high school and middle school age participants. Program leader will be present at all sessions to ensure continuity and predictability of program.

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

Program leadership will be caring responsible adults who address both high school and middle school student concerns. Professional Youth Advocate will be directing program. Students will be encouraged to communicate problems both academic and personal, and receive support and guidance from program leadership. Pairing of high school mentors with middle school students will focus on establishing friendly working relationships.

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

The mentoring program will be all inclusive with regard to both high school and middle school students with absolutely no tolerance for discrimination of any form.

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Trained staff and supervisors will ensure appropriate boundaries and expectations for youth and for staff. Staff will model appropriate pro-social behavior and interactions between youth and staff. Staff will intervene as necessary to correct inappropriate behavior and will acknowledge positive social norms.

6. Support for Efficacy & Mattering: Youth-based, empowerment practices that support autonomy, making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

High school students will emphasize any incremental academic improvements achieved by the middle school students, regardless of what performance level they attain. Even the smallest amount of academic improvement will support enhanced confidence and empowerment.

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

High school mentors will develop excellent communication and social skills by working with the middle school students. This will be great preparation for adult employment. Middle school students will in turn develop expanded intellectual skills by working with academically exceptional high school students

8. Integration of Family, School, & Community Efforts: Concordance, coordination and synergy among family, school, and community.

Staff will be in touch with family members if required. Any concerns or requests from family members will be addressed. High school students who volunteer as study mentors will improve the quality of our community.

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

Program leader will take attendance for high school and middle school students at every weekly activity. High school students will evaluate performance of each Middle school student they have worked with that week, and in turn, Middle school students will report on academic progress achieved during each weekly session. Written attendance and evaluation records will be kept on file by the Program Leader.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

Program leader will coordinate with high school student mentors on assessment of middle school students. High school students will summarize Middle school student performance after each session and report to the Program leader. Quarterly Middle school academic grades will be evaluated.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY
Village of Ardsley
PROGRAM TITLE: Ardsley Teen Center Homework Helpers

LIFE AREA: (ENTER CODE AND DESCRIPTION)	3ED	Education
GOAL CODE: (ENTER CODE AND DESCRIPTION)	31	Children will leave school prepared to live, learn and work in a community as contributing members of society.
OBJECTIVE: (ENTER CODE AND DESCRIPTION)	311	Students will meet or exceed high standards for academic performance and demonstrate knowledge and skills required for lifelong learning and self-sufficiency in a dynamic world.
SOS: (ENTER CODE AND DESCRIPTION)	0311	Academic Support Services: Programs or services which provide resources to support a youth's optimal academic performance. These may include but are not limited to assisting youth with subject areas, science, technology, engineering and Mathematics (STEM), homework help, basic literacy and other academic supports.
Performance Measures: (ENTER CODE AND DESCRIPTION)		
How Much:	0311A.1	How Much # of youth participating (unduplicated)
How Well:	0311B.1	How Well # of resources/supports available for each subject area
Better Off:	0311C.1	Better Off #/% of youth with improved academic performance

SCHEDULE "B"

For the Period of Operation: 1/1/2021 -12/31/2021	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Ardsley	Program Title: Ardsley Teen Center Homework Helpers

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Recreation Supervisor	3,877.00	BW		
TOTAL SALARIES AND WAGES			-	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			\$ 1,642	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT \$ 1,642

TOTAL WCYB FUNDS REQUESTED \$ 1,642

List Other Funding Sources	\$ 1,642	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

Approved:

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

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

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

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

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

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

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

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